

(m) Trustor shall continue to be in default under any term, covenant, or provision of the Note or any of the other Loan Documents, beyond applicable cure periods contained in those documents;

(n) Trustor fails to cure a default under any other term, covenant or provision of this Deed of Trust within thirty (30) days after Trustor first receives notice of any such default; provided, however, if such default is reasonably susceptible of cure, but not within such thirty (30) day period, then Trustor shall have an additional sixty (60) days to cure such default provided that Trustor commences a cure within such initial thirty (30) day period and thereafter diligently and continuously pursues such cure;

(o) without Beneficiary's prior written consent (i) the Management Agreement is terminated by Trustor, (ii) Trustor permits or consents to a transfer of the ownership, management or control of Property Manager other than to Trustor's Governing Entity, (iii) there is a material change in the Management Agreement, or (iv) there is a material default by Trustor under the Management Agreement that remains uncured beyond the applicable cure period; or

(p) Trustor ceases to continuously operate the Improvements or any material portion thereof for any reason whatsoever (other than temporary cessation in connection with any repair or renovation thereof undertaken pursuant to the terms of this Deed of Trust or with the prior written consent of Beneficiary).

23. Late Payment Charge. If any portion of the Debt (other than the portion of the Debt due on the Maturity Date) is not paid on or prior to the date on which it is due, Trustor shall pay to Beneficiary upon demand an amount equal to the lesser of five percent (5%) of such unpaid portion of the Debt or the maximum amount permitted by applicable law (provided, however, that if the applicable law does not set a maximum amount, the amount shall be percent (5%) of such unpaid sum) in order to defray a portion of the expenses incurred by Beneficiary in handling and processing such delinquent payment and to compensate Beneficiary for the loss of the use of such delinquent payment, and such amount shall be secured by this Deed of Trust.

24. Beneficiary's Right To Cure Defaults. Whenever an Event of Default exists or if Trustor fails to make any payment or to do any act as herein provided, Beneficiary may, but without any obligation to do so and without notice to or demand on Trustor and without releasing Trustor from any obligation hereunder, make or do the same in such manner and to such extent as Beneficiary may deem necessary to protect the security hereof. Beneficiary is authorized to enter upon the Trust Property for such purposes or appear in, defend, or bring any action or proceeding to protect its interest in the Trust Property or to foreclose this Deed of Trust or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees and disbursements to the extent permitted by law), with interest at the Default Rate (as defined in the Note) for the period after notice from Beneficiary that such cost or expense was incurred to the date of payment to Beneficiary, shall constitute a portion of the Debt, shall be secured by this Deed of Trust and the other Loan Documents and shall be due and payable to Beneficiary upon demand.