

amount of the unpaid Taxes had been paid by Trustor to Beneficiary pursuant to Paragraph 5 of this Deed of Trust), mechanic's liens, materialmen's liens or other liens on any portion of the Trust Property which would be superior to the lien or security title of this Deed of Trust or the other Loan Documents, to the full extent of the amount claimed by any such lien claimant;

(iv) all legal costs and expenses (including reasonable attorneys' fees) reasonably incurred by Beneficiary in connection with litigation or other legal proceedings involving the collection or enforcement of the Loan or preservation of Beneficiary's rights under the Loan Documents (other than those customarily incurred by a lender in realizing upon its lien in an uncontested foreclosure sale after an undisputed default), including any costs incurred by Beneficiary arising from or relating to the filing of a petition under the Bankruptcy Code by or against Trustor;

(v) the material breach of any representation, warranty, covenant or indemnification provision in the Environmental Indemnity;

(vi) any and all loss, damage, cost, expense, liability, claim or other obligation incurred or suffered by Beneficiary by reason of, arising out of or related to mold, mildew, fungus, mushroom, spores or other microorganism of any type (including any substance the presence of which poses an actual or potential threat to human health) affecting the Trust Property that arises due to Trustor's failure to maintain or repair the Trust Property in accordance with the applicable terms and provisions of this Deed of Trust, including, without limitation, the cost and expense of any repair, replacement, removal, cleanup, abatement, disposal, relocation or other remedial actions required at the Trust Property for purposes of addressing any medical or legal concerns resulting therefrom;

(vii) the misapplication or conversion by Trustor of (A) any insurance proceeds paid by reason of any loss, damage or destruction to the Trust Property, (B) any awards or other amounts received in connection with the condemnation of all or a portion of the Trust Property, or (C) any Rents while an Event of Default exists;

(viii) any security deposits or other refundable deposits collected with respect to the Trust Property which are not delivered to Beneficiary upon a sale or foreclosure of the Trust Property or other action in lieu thereof, except to the extent any such security deposits were applied in accordance with the terms and conditions of any of the Leases prior to the occurrence of the Event of Default that gave rise to such sale or foreclosure or action in lieu thereof;