

(ix) failure to pay to Beneficiary the amounts in excess of \$25,000.00, if any, due and owing Beneficiary pursuant to Paragraph 17(c) of this Deed of Trust;

(x) failure to pay any and all brokerage and agent leasing commissions that are or may become due and payable under the Leases in effect as of the date hereof, which are listed on the rent roll attached to the Borrower's Certificate executed and delivered by Trustor to Beneficiary as of the date hereof; and

(xi) failure to maintain any of the Policies required under Paragraph 2 of this Deed of Trust or to pay or provide the amount of any insurance deductible in excess of \$25,000.00 following a Casualty or other insured event or claim.

Notwithstanding anything to the contrary in any of the Loan Documents (i) Beneficiary shall not be deemed to have waived any right which Beneficiary may have under Section 506(a), 506(b), 1111(b) or any other provisions of the Bankruptcy Code to file a claim for the full amount of the Debt secured by this Deed of Trust or to require that all collateral shall continue to secure all of the Debt owing to Beneficiary in accordance with the Loan Documents, and (ii) the Debt shall be fully recourse to Trustor in the event that: (A) the Trust Property or any part thereof becomes an asset in a voluntary bankruptcy or insolvency proceeding under the Bankruptcy Code, or in an involuntary bankruptcy or insolvency proceeding brought by Guarantor or an Affiliate of Trustor or Guarantor, or in an involuntary bankruptcy or insolvency proceeding in which Trustor, Guarantor or an Affiliate of Trustor or Guarantor has colluded or conspired with the person bringing such action; (B) Trustor fails to maintain its status as a single purpose entity as required by, and in accordance with, the terms and provisions of Paragraph 9 of this Deed of Trust; (C) Trustor fails to obtain Beneficiary's prior written consent to any subordinate financing or other voluntary lien encumbering the Trust Property or any ownership interests in Trustor for which Trustor is required to obtain such prior written consent under this Deed of Trust before consummating any such action; (D) Trustor fails to obtain Beneficiary's prior written consent to any voluntary assignment, transfer, or conveyance of the Trust Property or any interest therein or of any ownership interests in Trustor for which Trustor is required to obtain such prior written consent under this Deed of Trust before consummating any such action; or (E) there is an intentional breach of, or a deliberate failure to perform, any covenant required to be performed by Trustor under Paragraph 1(l) of this Deed of Trust or any representation or warranty made by Trustor in said Paragraph was knowingly false or incorrect in a material respect when made.

52. Miscellaneous.

(a) Trustor covenants and agrees not to engage in any transaction which would cause any obligation, or action taken or to be taken, hereunder (or the exercise by Beneficiary of any of its rights under the Loan Documents) to be a non-exempt (under a statutory or administrative class exemption) prohibited transaction under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Trustor further covenants and agrees to deliver to Beneficiary such certifications or other evidence from