

- (g) Grantor represents and covenants that none of the Mortgaged Properties is exempt from forced sale under the laws of the state wherein such property is located; and, to the full extent it may lawfully do so, Grantor hereby disclaims and renounces any such exemptions which might otherwise be available with respect to any of the Mortgaged Properties.
- (h) Grantor covenants and agrees that Beneficiary may, at its sole option, elect to treat (i) Grantor's sale, transfer, or conveyance of the Mortgaged Properties or any portion thereof or any interest therein, (other than sales, transfers or conveyances of Mortgaged Properties which are entitled to be released pursuant to the Term Loan Agreement and other than leases of Mortgaged Properties as permitted by the Term Loan Agreement) or (ii) sale, transfer or assignment of those securities of Grantor which are ordinarily entitled to elect a majority of corporate directors of Grantor, as an Event of Default and thereupon may invoke any remedies permitted by this instrument. Without limiting the foregoing option, which option may be exercised by Beneficiary at its sole discretion, Beneficiary may (if it so elects) consent to any proposed sale, transfer, or conveyance and may require as a condition to its consent incident to any such sale, transfer or conveyance, evidence satisfactory to Beneficiary of the creditworthiness and management ability of any proposed transferee and further that such transferee execute incident to any such sale, transfer or conveyance a written assumption agreement in the form and containing such terms as Beneficiary may require, including, without limitation, an increase in the rate of interest payable upon the Secured Obligations. The consent to any proposed sale, transfer, or conveyance shall not be deemed a consent or waiver of any of the terms of this paragraph 5.1(h) with regard to any other or future sale, transfer, conveyance or encumbrance (including a sale or transfer incident to foreclosure of a consented to encumbrance), and no consent shall be binding unless set forth in writing and signed by Beneficiary. In lieu of consent by Beneficiary pursuant to this paragraph 5.1(h), the Grantor may seek a partial release of the lien of this Deed of Trust as to certain Mortgaged Properties proposed to be sold, transferred or conveyed, which partial release shall be subject to the terms and conditions set forth in the Term Loan Agreement.
- (i) Grantor covenants and agrees that Beneficiary may, at its sole option, elect to treat Grantor's mortgage, pledge, hypothecation or encumbrance (herein collectively referred to as "Pledge"), whether or not expressly subordinate to the lien of this Deed of Trust, of the Mortgaged Properties or any portion thereof or interest therein, as an Event of Default and thereupon may invoke any remedies permitted by this instrument. Without limiting the foregoing option, which option may be exercised by Beneficiary at its sole discretion, Beneficiary may (if it so elects) consent to any proposed Pledge and may require as a condition to its consent, detailed information with respect to such Pledge and further that the holder of such