

40.2. Net Lease Conflicts. Notwithstanding anything in this Deed of Trust to the contrary, so long as the Net Lease is in full force and effect and the lessee thereof is not in default beyond any grace period set forth therein, the provisions of the Net Lease concerning (i) obligations of lessee thereof to maintain or repair the Property, (ii) rights of lessee thereof to alter or modify the Property or remove trade fixtures, (iii) rights of lessee thereof to bring any contest, (iv) rights of lessee thereof to mortgage, assign or sublease the Net Lease and (v) grace periods permitted before a default would constitute an Event of Default, shall prevail over any conflicting provisions in this Deed of Trust.