

copies of all material instruments that govern such Permitted Transfer and which identifies the Transferee.

(ii) Upon the consummation of a Permitted Transfer, no Person holds any ownership interest, directly or indirectly, in the Trust Property or in any Person owning any interest, directly or indirectly, in the Trust Property, unless such Person holds such ownership interest as of the date hereof or acquired such ownership interest after the date hereof in accordance with the terms of this Deed of Trust.

(iii) There is no Change of Control.

(iv) No Event of Default exists.

(v) There is no change in the Property Manager, except as permitted in Paragraph 1(j) above.

(vi) The legal and financial structure of Trustor and the single purpose nature of Trustor continues to satisfy all of the applicable requirements of this Deed of Trust (including Paragraph 9).

(h) If an Estate Transfer does not satisfy the conditions to be consummated as a Permitted Transfer because either it results in a Change of Control or is the result of the death or incapacity of Guarantor, such Transfer may nevertheless be consummated (without the payment of any transfer fee (including the Transfer Fee), if all of the following conditions are first satisfied.

(i) Upon the consummation of the Transfer, no Person holds any ownership interest, directly or indirectly, in the Trust Property or in any Person owning any interest, directly or indirectly, in the Trust Property, unless such Person holds such ownership interest as of the date hereof or acquired such ownership interest after the date hereof in accordance with the terms of this Deed of Trust.

(ii) No Event of Default exists.

(iii) There is no change in the Property Manager, except as permitted in Paragraph 1(j) above.

(iv) Trustor delivers or causes to be delivered to Beneficiary not less than thirty (30) days after the Estate Transfer (A) true, correct and complete copies of all material instruments that govern such Transfer and which identifies the Transferee and/or as applicable the Transferee Guarantor; (B) information, including financial statements, credit reports and tax returns, concerning the Transferee and/or, if applicable, Transferee Guarantor as Beneficiary required