

(j) Notwithstanding any other term or provision of this Paragraph to the contrary, Transfers of ownership interests in Trustor or of ownership interests in any Person that directly or indirectly holds an ownership interest in Trustor (other than Permitted Transfers and Transfers resulting from the death or incapacity of an individual) may not be consummated without the prior consent of Beneficiary during the period ending upon the first to occur of (i) a Secondary Market Transaction or (ii) one hundred eighty (180) days after the date of this Deed of Trust, upon which date this Subparagraph shall terminate and be of no further force or effect.

9. **Single Purpose Entity/Separateness.** Trustor represents, warrants to Beneficiary and covenants with Beneficiary as follows:

(a) Trustor does not own and will not own any asset or property other than (i) the Trust Property, and (ii) incidental personal property necessary for the ownership or operation of the Trust Property.

(b) Trustor will not engage in any business other than the ownership, management and operation of the Trust Property and Trustor will conduct and operate its business as presently conducted and operated.

(c) Trustor will not enter into any contract or agreement with Guarantor or any Affiliate of the Trustor or Guarantor, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any such party.

(d) Trustor has not incurred and will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Debt, (ii) unsecured trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts as are normal and reasonable under the circumstances and such debt is not evidenced by a promissory note executed by Trustor, and (iii) debt incurred in the ordinary course of Trustor's business to finance equipment and other personal property used on the Premises the removal of which would not materially damage the Improvements or materially impair the value of the Improvements, provided that such debt is not evidenced by a promissory note executed by Trustor or is secured by any property other than the item of equipment or personal property so financed. No indebtedness other than the Debt may be secured (subordinate or pari passu) by the Trust Property.

(e) Trustor has not made and will not make any loans or advances to any third party (including Guarantor and any Affiliate of Trustor or Guarantor), and shall not acquire obligations or securities of Guarantor or any Affiliate of Trustor or Guarantor.

(f) Trustor is and will remain solvent and Trustor will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.