(n) Trustor does not and will not hold itself out to be responsible for the debts or obligations of any other person.

(o) If Trustor is a single-member limited liability company, (i) Trustor's operating agreement (the "LLC Agreement") provides for the continued existence of Trustor in the event of the bankruptcy or dissolution of the sole member, and (ii) Trustor has furnished to Beneficiary as of the date of this Deed of Trust an opinion of counsel reasonably acceptable to Beneficiary and its counsel to the effect that (A) Trustor is a legal entity formed in the state of its organization; (B) the LLC Agreement constitutes a legal, valid and binding agreement of the sole member and is enforceable against the sole member in accordance with its terms; (C) under the law of the state in which Trustor has been organized Trustor is a separate legal entity and the existence of Trustor as a separate legal entity shall continue until the cancellation of Trustor's articles of organization; (D) the LLC Agreement provides for the continued existence of Trustor in the event of the bankruptcy or dissolution of the sole member, and such provisions would be enforceable under the laws of the state in which Trustor has been organized notwithstanding the bankruptcy or dissolution of the sole member; (E) no creditor of the sole member shall have any right to satisfy its claim against sole member by obtaining possession of, or otherwise realizing upon, the Trust Property or any other assets of Trustor; (F) if properly presented to a state court in the state in which Trustor has been organized, such state court applying such state's law, would conclude that until such time that no amounts remain due and payable and no obligations remain outstanding under the Loan Documents, in order for a person to file a voluntary bankruptcy petition on behalf of Trustor, the unanimous vote of the individuals serving as the managers of Trustor or as the managers or directors of Trustor's Governing Entity or of the sole member or of the sole member's Governing Entity, as the case may be, is required; (G) although on application to a court of competent jurisdiction a judgment creditor of the sole member may be able to charge the sole member's share of any profits and losses of Trustor and the sole member's right to receive distributions of Trustor's assets (the "Sole Member's Interest") and the court may appoint a receiver of the share of the distributions due or to become due to the sole member in respect of Trustor, the receiver shall have only the rights of an assignee of the Sole Member's Interest and (H) a federal bankruptcy court would hold that the law of the state in which Trustor has been organized, and not federal law, governs the determination of what persons or entities have authority to file a voluntary bankruptcy petition on behalf of Trustor.

10. Maintenance of Trust Property. Trustor shall cause the Trust Property to be maintained in a good and safe condition and repair and in keeping with the condition and repair of properties of a similar use, value, age, nature and construction. Trustor shall not use, maintain or operate the Trust Property in any manner which constitutes a public or private nuisance or which makes void, voidable, or cancelable, or increases the premium of, any insurance then in force with respect thereto. Trustor shall comply with all of the recommendations concerning the maintenance and repair of the Trust Property which are contained in the inspection and engineering report which was delivered to Beneficiary in connection with the origination of the