

form of lease then being used by Trustor. (Each Material Lease, Lease, Renewal Lease or modification, amendment, waiver, renewal or extension thereof that is submitted to Beneficiary under this Subparagraph is sometimes referred to as a "Lease Under Review"). Beneficiary may disapprove a Lease Under Review because, among other reasons, it reasonably determines (based upon its own review and investigation) that the proposed tenant is not sufficiently creditworthy in light of the obligations to be undertaken by such tenant under the Lease Under Review. Beneficiary shall have fifteen (15) business days after its receipt of a Lease Under Review to approve or disapprove the same or to request additional information or materials in connection with its review (the "Additional Due Diligence Material"). If Beneficiary disapproves a Lease Under Review, Beneficiary shall provide Trustor with a written explanation of the reasons for disapproval. A Lease Under Review will be deemed approved if Beneficiary has not approved or disapproved the same within fifteen (15) business days of its receipt of such Lease Under Review, provided that such Lease Under Review is accompanied by a separate notice addressed to Beneficiary containing the following statement printed in bold font and all uppercase letters: "**REQUEST FOR LEASE APPROVAL: IF LENDER DOES NOT APPROVE OR DISAPPROVE THE MATTER DESCRIBED IN THIS PACKAGE WITHIN FIFTEEN (15) BUSINESS DAYS OF ITS RECEIPT, SUCH MATTER SHALL BE DEEMED APPROVED.**" If Beneficiary requests Additional Due Diligence Material within the time period referred to above with respect to a particular Lease Under Review, then that Lease Under Review will be deemed approved if Beneficiary has not approved or disapproved the same within fifteen (15) business days of its receipt of such Additional Due Diligence Material, provided that the Additional Due Diligence Material is accompanied by the notice described in the immediately preceding sentence.

8. Transfer or Encumbrance of the Trust Property.

(a) Trustor acknowledges that Beneficiary has examined and relied on the creditworthiness and experience of Trustor and its Controlling principals in owning and operating properties such as the Trust Property in agreeing to make the Loan, and that Beneficiary will continue to rely on Trustor's ownership of the Trust Property as a means of maintaining the value of the Trust Property as security for repayment of the Debt. Trustor acknowledges that Beneficiary has a valid interest in maintaining the value of the Trust Property so as to ensure that, should Trustor default in the repayment of the Debt or performance of the Obligations, Beneficiary can recover the Debt by a sale of the Trust Property. Accordingly, except for Transfers (as defined below) expressly permitted by the terms of this Deed of Trust below, Trustor covenants and agrees not to effect any Transfer or permit any Transfer to occur without in each instance the prior written consent of Beneficiary, which consent may be withheld in Beneficiary's sole discretion. Any Transfer not expressly permitted by this Deed of Trust made without the prior written consent of Beneficiary shall constitute an Event of Default and Beneficiary shall have the option to exercise any and all remedies on account of the same, including accelerating the Maturity Date and declaring the entire outstanding Debt immediately due