

from Trustor and Guarantor in connection with the Loan and such Transferee and Transferee Guarantor authorize Beneficiary to conduct the same kinds of background searches and to obtain the same kinds of credit information as Trustor and Guarantor authorized Beneficiary in connection with the Loan.

(v) Beneficiary approves in writing the Transferee and Transferee Guarantor, which approval will not be unreasonably withheld, delayed, or conditioned. In determining whether to give or withhold its approval of the Transferee, Beneficiary may consider the experience of the owners of Transferee in owning and operating facilities similar to the Premises and Improvements, and the financial strength and creditworthiness of such owners and such persons' general business standing and relationships with contractors, vendors, tenants, lenders and other business entities. Beneficiary shall approve a Transferee if such Person's experience in owning and operating facilities similar to the Premises and Improvements, financial strength and creditworthiness, and general business standing and relationships with contractors, vendors, tenants, lenders and other business entities are substantially similar to those as of the date hereof of such Person's Transferor. Beneficiary shall approve a Transferee Guarantor if such Person's financial strength and creditworthiness are substantially similar to those as of the date hereof of the Guarantor being replaced. If Beneficiary disapproves a Transferee or Transferee Guarantor, if applicable, Trustor shall have sixty (60) days to engage in such transactions as it elects, including submitting another proposed Transferee or Transferee Guarantor as the case may be, in order to satisfy the requirements of this Subparagraph, so long as all such transactions satisfy all other applicable terms and conditions of this Deed of Trust. Notwithstanding the foregoing terms of this clause (v), so long as the estate of the decedent or the guardian or trustee of the incapacitated individual has not made distributions of material assets of the estate of the decedent or of such incapacitated individual, Trustor shall have such time as is reasonably necessary to submit a proposed Transferee or Transferee Guarantor; provided, however, that if as of one hundred eighty (180) days after the Estate Transfer or date of incapacitation, as the case may be, a proposed Transferee or Transferee Guarantor, if applicable, has not been proposed to and accepted by Beneficiary pursuant to the terms of this clause (iv), then Trustor shall deliver or cause to be delivered to Beneficiary a letter of credit or other reasonably acceptable credit enhancement in an amount reasonably acceptable to Beneficiary taking into consideration the financial wherewithal as of the date hereof of the Transferor or Guarantor being replaced.

(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).