(vii) If reasonably required by Beneficiary, Trustor and, if applicable, Guarantor, if a Surviving Guarantor, shall have executed and delivered to Beneficiary such documents as Beneficiary may reasonably require affirming the continued effectiveness of all of the Loan Documents notwithstanding the Transfer effected pursuant to this Subparagraph; if applicable, Transferee Guarantor executes and delivers a New Guaranty to Beneficiary; and Transferee and Transferee Guarantor's counsel, as applicable, deliver legal opinions to Beneficiary that are in form, scope and substance similar in all material respects to the legal opinions delivered to Beneficiary as of the date hereof with respect to Trustor and/or the Guarantor being replaced, and such opinions are reasonably acceptable to Beneficiary and its counsel.

(viii) If Beneficiary reasonably determines it necessary and prudent to do so, Beneficiary shall have received (A) written recommendations from the Rating Agencies to the effect that the proposed Transfer will not result in a requalification, reduction or withdrawal of any rating initially assigned or to be assigned in a Secondary Market Transaction and (B) a legal opinion in form and substance reasonably acceptable to Beneficiary that the proposed Property Transfer will not cause any trust created in connection with a Secondary Market Transaction to fail to qualify as a REMIC. If for any reason the conditions in this clause (vi) are not satisfied, Trustor and/or Transferee shall have not more than thirty (30) days to engage in such transactions as each elects in order for the conditions in this clause (viii) to be satisfied, so long as all such transactions satisfy all applicable terms and conditions of this Deed of Trust.

(ix) Trustor pays to Beneficiary (A) for an Estate Transfer consummated prior to a Secondary Market Transaction, an administrative processing fee of $2,500.00 or (B) for an Estate Transfer consummated after a Secondary Market Transaction, an administrative processing fee not to exceed the then customary and normal such fee charged by the servicer of the Loan for processing and reviewing transfers similar to the subject Transfer in connection with other commercial mortgage loans similar to the Loan Trustor and (C) pays all of Beneficiary's actual, reasonable out-of-pocket costs and expenses incurred by Beneficiary in connection with the Estate Transfer, including, without limitation, reasonable attorneys' fees and disbursements, third party report fees, and, if applicable, the fees and costs incurred pursuant to clause (viii) of this Subparagraph.

(i) A Property Transfer may be consummated if, and only if, all of the following conditions are first satisfied.

(i) No Event of Default exists.

(ii) Trustor gives Beneficiary written notice of the terms of such prospective Property Transfer not less than sixty (60) days before the date on

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