

which such Property Transfer is scheduled to be consummated and at the same time delivers to Beneficiary a fully executed copy of the purchase and sale agreement or other agreement that evidences and governs the proposed transaction. Also at such time Trustor pays to Beneficiary (A) for a Property Transfer to be consummated prior to a Secondary Market Transaction, an administrative processing fee of \$2,500.00 plus an expense deposit in an amount that Beneficiary reasonably estimates will be incurred for reasonable attorneys' fees and costs, and third-party report costs and expenses, title insurance charges and premiums, and recording taxes, fees or charges (the "Deposit") or (B) for a Property Transfer to be consummated after a Secondary Market Transaction, an administrative processing fee not to exceed the then customary and reasonable such fee charged by the servicer of the Loan for processing and reviewing property transfers and loan assumptions for other commercial mortgage loans similar to the Loan.

(iii) Trustor delivers or causes to be delivered to Beneficiary information, including financial statements, credit reports and tax returns, concerning the proposed Transferee and the proposed Transferee Guarantor as Beneficiary required 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.

(iv) 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.