(v) If a change in the Property Manager is proposed, Transferee's selection of a proposed property manager is approved as provided for in Paragraph 1(j) above with respect to new property managers (and Beneficiary reserves the right to approve the Transferee without approving the substitution of the Property Manager), and such new property manager and Transferee execute a Manager's Consent substantially in form and substance as executed by Property Manager and Trustor as of the date hereof.

(vi) 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 Property 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 (vi) to be satisfied, so long as all such transactions satisfy all applicable terms and conditions of this Deed of Trust.

(vii) Without any cost or expense to Beneficiary, (A) Transferee executes and delivers to Beneficiary an Assumption Agreement and executes and delivers such other documents as Beneficiary may reasonably request in form and substance as are the other Loan Documents executed by Trustor as of the date hereof, (B) Transferee Guarantor executes and delivers to Beneficiary a New Guaranty and (C) Trustor and Guarantor execute the Assumption Agreement to evidence their release of Beneficiary, its officers, directors, employees and agents, from all claims and liability relating to the transactions evidenced by the Loan Documents through and including the date of the consummation of the Property Transfer.

(viii) Transferee delivers to Beneficiary evidence reasonably satisfactory to Beneficiary that Transferee is a single purpose entity whose sole business purpose is to own only the Trust Property and which satisfies all of the applicable requirements of this Deed of Trust (including, without limitation, Paragraph 9), and the governing organizational document of Transferee contains provisions substantially similar to the so-called "special purpose entity provisions" required by Beneficiary to be in the governing organizational document of Trustor as of the date hereof.

(ix) Beneficiary is in receipt of all documents evidencing Transferee's existence and good standing and the authority of the Person who executes the Assumption Agreement and other Loan Documents on behalf of Transferee,

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