which documents shall include, without limitation, certified copies of all documents relating to the organization and formation of the Transferee and Transferee's qualification to do business in the State where the Premises are located that are on file with any governmental jurisdiction.

(x) Beneficiary is in receipt of legal opinions from Transferee's and Transferee Guarantor's counsel that are in form, scope and substance similar in all material respects to the legal opinions delivered to Beneficiary with respect to the Loan, Trustor, and Guarantor as of the date hereof, and all such opinions must be reasonably acceptable to Beneficiary and its counsel.

(xi) As of the consummation of the Property Transfer, Beneficiary is in receipt of evidence that all of the applicable terms and provisions of Paragraph 2 of this Deed of Trust with respect to the Policies are satisfied, and Beneficiary is in receipt of an endorsement to Beneficiary's title insurance policy insuring the lien of this Deed of Trust in the customary form available in the State where the Premises are located to the effect that fee title to the Premises and Improvements is vested in Transferee and the Assumption Agreement and the lien of this Deed of Trust continues to be a first and prior lien with respect to the Premises and Improvements, notwithstanding the Transfer.

(xii) Concurrently with the consummation of the Property Transfer, Trustor pays (or causes to be paid) to Beneficiary in cash a non-refundable transfer fee (a "Transfer Fee") equal to one percent (1%) of the then outstanding principal balance of the Note, and pays to Beneficiary all of Beneficiary's actual, reasonable out-of-pocket costs and expenses incurred by Beneficiary in connection with the Property Transfer (to the extent the same exceed the Deposit), including, without limitation, reasonable attorneys' fees and disbursements, third party report fees, title insurance endorsement premiums and, if applicable, the fees and costs incurred pursuant to clause (vi) of this Subparagraph. If such out-of-pocket costs and expenses are less than the Deposit, the remaining balance of the Deposit shall be returned to Trustor.

Without limiting the foregoing in this Subparagraph, if a Property Transfer has been consummated following satisfaction of all of the conditions precedent set forth in this Subparagraph, including, without limitation, delivery of the fully executed Assumption Agreement, then, and only then, the parties who have executed this Deed of Trust as of the date hereof shall be released from all obligations under the Note, this Deed of Trust and the other Loan Documents, and if Guarantor is replaced by a Transferee Guarantor who has executed and delivered a New Guaranty, Guarantor shall be released from all obligations under the Guaranty, but in each instance only as to acts or events occurring, or obligations arising, after consummation of such Property Transfer. The foregoing releases shall be evidenced in the Assumption Agreement.

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