

including, without limitation, reasonable attorneys' fees and disbursements, title search costs and title insurance endorsement premiums, Rating Agency fees and the cost of a legal opinion reasonably acceptable to Beneficiary that the Transfer will not cause any trust created in connection with a Secondary Market Transaction to fail to qualify as a REMIC.

(e) For the purposes of this Deed of Trust, the following terms have the meanings ascribed to them:

Assumption Agreement means an agreement in form and substance reasonably acceptable to Beneficiary by which a Transferee agrees to assume all of the Debt and Obligations and abide and be bound by the terms of the Note, this Deed of Trust and the other Loan Documents.

"Change of Control" means that upon the consummation of any Transfer (A) Trustor is not Majority Owned and Controlled by, directly or indirectly, one or more of the Persons that Control Trustor as of the date hereof or (B) fee title to any portion of the Trust Property is conveyed to any Person that is not Majority Owned and Controlled by, directly or indirectly, one or more of the Persons that Control Trustor as of the date hereof.

"Control" of any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise. (The terms "Controlled" and "Controlling" each have the meanings correlative thereto.)

"Estate Transfer" means a Transfer (A) for bona fide estate planning purposes between solely an Interest Holder and such Interest Holder's Family Members as Transferees or (B) occurs solely by devise, descent or by operation of law upon the death or judicial determination of the incapacity of a natural Person and all of the Transferees are, directly or indirectly, (1) Family Members, (2) trusts in which all of the trustees and all of the beneficiaries are Interests Holders and/or Family Members, or (3) other Persons that are Majority Owned and Controlled by Family Members.

"Majority Owned" means the ownership, directly or indirectly, of any amount of the equity ownership interests in excess of fifty percent (50%) in, or the right to any amount of the equity distributions in excess of fifty percent (50%) from, any Person.

"Family Member" means a spouse, sibling, child, grandchild, aunt, uncle, niece, nephew, cousin or other lineal descendant of the individual in question.