directly to Beneficiary and applied to satisfy the obligations of the Trustor under the Note.

(b) Upon compliance with the requirements of this Paragraph 11, the Trust Property shall be released from the lien of this Deed of Trust and the pledged U.S. Obligations shall be the sole source of collateral securing the Note. Any portion of the Defeasance Deposit in excess of the amount necessary to purchase the U.S. Obligations required by Subparagraph (a) above to satisfy Trustor's obligations under this Paragraph (and any other deposits, impounds, or reserves of Trustor held by or on account of Beneficiary under this Deed of Trust) shall be remitted to the Trustor with the release of the Trust Property from the lien of this Deed of Trust. In connection with such release, Beneficiary may establish or designate a successor entity or, if not so designated by Beneficiary, designated by Trustor and acceptable to Beneficiary in its sole discretion (the "Successor Trustor") and Trustor shall transfer and assign all obligations, rights and duties under and to the Note together with the pledged U.S. Obligations to such Successor Trustor. The right of Beneficiary to establish or designate a Successor Trustor shall be retained by Beneficiary notwithstanding the sale or transfer of this Deed of Trust unless such obligation is specifically assumed by the transferee. Such Successor Trustor shall assume the obligations under the Note, the Security Agreement and other Loan Documents and Trustor and Guarantor shall be relieved of their respective obligations thereunder (but in each instance only as to acts or events occurring, or obligations arising, after consummation of the defeasance provided for in this Paragraph). The Trustor shall pay $1,000.00 to any such Successor Trustor as consideration for assuming the obligations under the Note and the Security Agreement. Notwithstanding anything in this Deed of Trust to the contrary, no other assumption fee shall be payable upon a transfer of the Note in accordance with this paragraph, but Trustor shall pay all costs and expenses incurred by Beneficiary, including Beneficiary's attorneys' fees and expenses, incurred in connection with this Paragraph 11.

(c) For purposes of this paragraph, the following terms shall have the following meanings:

(i) The term "Defeasance Deposit" shall mean an amount equal to the sum of one-hundred percent (100%) of the entire unpaid principal balance of the Note, the Yield Maintenance Premium, any costs and expenses incurred or to be incurred in the purchase of U.S. Obligations necessary to meet the Scheduled Defeasance Payments and any revenue, documentary stamp or intangible taxes or any other tax or charge due in connection with the transfer of the Note or otherwise required to accomplish the agreements of this paragraph;

(ii) The term "Yield Maintenance Premium" shall mean the amount (if any) which, when added to the remaining principal amount of the Note, will be sufficient to purchase U.S. Obligations providing the required Scheduled Defeasance Payments; and



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