

on all balances of collected funds as set forth in the separate schedule of fees as made a part hereof by reference. Escrow Agent shall credit interest earned to the escrow account monthly.

10. CONTROVERSY.

If any controversy arises between the parties hereto or with any third person, the Escrow Agent shall not be required to determine the same or to take any action but may await the settlement of any such controversy by final appropriate legal proceeding, or otherwise as the Escrow Agent may require, or the Escrow Agent may, in its discretion, institute such appropriate interpleader or other proceedings in connection therewith as it may deem proper, notwithstanding anything in this Agreement to the contrary. In any such event, the Escrow Agent shall not be liable for interest or damages to the Issuer or the bond purchasers.

11. ESCROW AGENT'S LIABILITY.

The Escrow Agent's obligations and duties in connection herewith are confined to those specifically enumerated in this Agreement. The Escrow Agent shall not be in any manner liable or responsible for the sufficiency, correctness, genuineness or validity of any instruments deposited with it or with reference to the form of execution thereof, or the identity, authority or rights of forgery, false representation or the exercise of its discretion in any particular manner or for any other reason, except for its own negligence or willful misconduct.

12. ESCROW AGENT'S COMPENSATION.

Escrow Agent shall receive compensation for its services as set forth in the separate schedule of fees as made a part hereof by reference.

13. BINDING AGREEMENT AND SUBSTITUTION OF ESCROW AGENT.

The terms and conditions of this Agreement shall be binding on the heirs, executors and assigns, creditors or transferees, or successors in interest, whether by operation of law or otherwise, of the parties hereto. If, for any reason, the Escrow Agent named herein should be unable or unwilling to continue as such Escrow Agent, then the other parties to this Agreement may substitute a bank or trust company to serve as Escrow Agent. Any apportionment of the fees will be subject to agreement of the parties.

14. MODIFICATION.

This Agreement shall not be terminated, revoked, rescinded, or modified in any respect without prior written approval of the Escrow Agent and the designated officers or representatives of the Issuer.