

ARTICLE II

ESCROW AND DISBURSEMENT OF PROCEEDS

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Section 1. Disbursement of Proceeds. The Issuer covenants and agrees to deposit or cause to be deposited into a bond proceeds or escrow account the net proceeds of all sales of the bonds to be secured hereby. All disbursements out of the bond proceeds or escrow account shall be disbursed only for the purposes as set forth in Exhibit "A".

Section 6.

Section 2. Not Assignable. The Proceeds shall not be assignable by the issuer nor subject to the process of any court upon legal action by or against the Issuer or by claiming under or through it, and for the purpose of this Indenture, the Proceeds shall remain separate and apart until the Issuer complies with each and every provision hereof.

ARTICLE III

PAYING AGENT -- SINKING FUND

Section 1. Paying Agent. The Issuer hereby names, appoints and designates the institution named in Exhibit "A", Section 4, as Paying Agent for this bond issue, having obtained its prior commitment in writing to serve. The Paying Agent shall be furnished with an executed copy of this Indenture with all Exhibits. The Paying Agent shall not be required to give any bond or security with respect to the performance of its duties and responsibilities.

The Paying Agent shall create and establish a Sinking Fund Account in the name of the Issuer into which all deposits for payments on these bonds will be made and out of which all bonds and interest payments of this issue will be paid. Other than as hereinafter provided to the contrary, the Paying Agent shall not pay out of such account or allow the withdrawal therefrom of any sum or sums of money except for the payment of bonds or accrued interest until all bonds have been paid.

The Paying Agent may at any time resign from the duties and obligations imposed hereunder by giving thirty (30) days notice in writing to the Issuer. Such notice shall be delivered personally or by registered mail. Such resignation shall take effect at the end of thirty (30) days or upon the earlier appointment of a successor Paying Agent. Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Issuer an instrument in writing accepting such appointment and shall thereupon become fully vested with and responsible for all of the duties and obligations as Paying Agent hereunder. The Paying Agent agrees, however, that if after its resignation any bonds are presented to it for payment, that it will forward the same to the successor Paying Agent or return such bonds to the person or persons presenting the same, with a letter advising the name and address of the successor Paying Agent.

The Paying Agent shall be responsible ONLY for the performance of the duties and obligations specifically imposed upon it under the provisions of this Indenture and for its own negligence or willful default in the performance of such duties and obligations.

Section 2. Maintenance of the Fund. In order to provide for payments on the bonds, the Issuer covenants and agrees to deliver sinking fund payments regularly to the Paying Agent commencing on the date set out in the Schedule of Maturities, Exhibit "C", and continuing regularly until the entire principal and interest on the bonds has been paid in full. The word "deliver" as used in this section shall mean to deposit by actual delivery to the Paying Agent or shall mean to place into United States Mail by properly addressed first class postage-paid mail. The amount of the sinking fund payments shall be as set out in Exhibit "C".

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