

1. The Bank Collection Account Agreement constitutes exclusive and independent authority, unless otherwise agreed upon in writing by the parties hereto, for Bank's functions and duties, and Bank shall be under no obligation to construe, administer or enforce the Restated Contract of Purchase and Sale referred to therein or the Secured Promissory Notes and Secured Promissory Mortgages. Bank's functions and duties are limited to the payment of moneys in the amounts at the times and to the persons specified in the Secured Promissory Notes and Supporting and Supplementary Instructions as contemplated in the Bank Collection Account Agreement.

2. Any Supporting Instructions requesting substitutions, modifications, amendments or subordinations with respect to the Secured Promissory Notes and Mortgages shall be accompanied by an approving order of Court or by separate written agreement of the parties hereto.

3. The parties do not intend nor shall Bank be obligated to create a security interest in the Secured Promissory Notes and Mortgages. If Bank receives Supporting or Supplementary Instructions within the 10 day period before a prescribed payment, Bank shall be protected in making payment in accordance with the Secured Promissory Notes and pre-existing instructions if any.

4. Any request by Bank to issue beneficial ownership or participation certificates shall be accompanied by supplementary