

7. Payment By Secured Party of Bank's Administrative Expenses.

Secured Party hereby agrees to pay to Bank from time to time the charges for initially setting up the Collection Accounts and for the subsequent administration thereof, pursuant to a separate agreement of even date herewith between the Bank and Secured Party respecting such charges. The parties agree to indemnify Bank and hold it harmless from all damages, costs and expenses, including counsel fees, incurred by Bank, except such as result from its own breach of this Agreement.

8. Owner's Payments are Trust Funds -- No Offset by Bank.

The Bank hereby agrees that, any provisions of the Banker's Lien Law to the contrary notwithstanding, the Bank cannot offset against payments made by Owner into the Collection Accounts, any debts of Owner to Bank, any debts of Secured Party to Bank, or any debts of holders of the Underlying Obligations to Bank, and Bank acknowledges that it will be acting as a trustee for the benefit of the holders of the Underlying Obligations and the Secured Party. The Bank hereby acknowledges that the funds received from time to time by Owner are trust funds for the foregoing purposes and do not constitute part of the Bank's general assets. The Bank hereby agrees that it can in no way interfere with the rights of the holders of the Underlying Obligations to receive debt service payments when due from the funds deposited by Owner in the Collection Accounts.

9. Indemnity to Bank.

Owner and Secured Party hereby indemnify and hold