

harmless Bank in connection with any loss, costs, damage, or expense (including reasonable attorneys' fees) in connection with the performance of Bank's duties hereunder, except those resulting from the negligence or misconduct of the Bank in such performance. In any action taken relative to this Agreement, Bank shall not be liable for any mistake of fact or error of judgment, or for any acts or omissions of any kind unless caused by its own willful mistake, gross negligence or bad faith. Bank may act in reliance upon the advice of counsel satisfactory to it in reference to any matter connected with the escrow and shall not incur any liability for any action taken in accordance with such advice. In the event of a dispute between the other parties concerning the subject matter of this Agreement such that Bank deems it necessary for its protection so to do, it may pay or deposit the subject of this escrow into court and thereupon shall have no further duties with respect to this Agreement to any party.

10. Further Acts and Assurances.

Owner and Secured Party agree that at any time or from time to time each will, upon request of the other, execute and deliver such further documents and do such further acts and things as either Owner or Secured Party or the Bank may reasonably request in order to effectuate fully the purposes of this Agreement.

11. Notice Re Changes in Schedules.

All parties acknowledge that debt service payments

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