

requirements shall be made to such financial institution and in such amounts, as the undersigned may from time to time direct in writing. Your obligations hereunder shall be applicable only to those funds actually collected by you and deposited in the Collection Accounts.

3. You agree that all deposits to the Collection Accounts shall be treated by you as trust funds without regard to the actual source of said funds, and that you shall not, at any time or times hereafter: (a) have or assert any claim or interest therein; (b) set-off, whether conferred by agreement, operation of law, or otherwise, any claim against any amounts in such Collection Accounts; or (c) obtain, receive or accept, directly or indirectly, any security interest or lien upon any amounts in said Collection Accounts.

4. You agree that any funds at any time heretofore, now or hereafter coming into your possession which have been or are deposited into the Collection Accounts for each of the Properties by the Purchaser or

9776