
ESCROW TRUST AGREEMENT

Dated as of May 15, 2019

BETWEEN

CITY OF SEDALIA, MISSOURI

AND

BOKF, N.A.

Relating to Defeasance and Refunding of the

**CITY OF SEDALIA, MISSOURI
TAX EXEMPT REFUNDING AND IMPROVEMENT
CERTIFICATES OF PARTICIPATION
SERIES 2010A**

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT dated as of June 1, 2019 (the “Escrow Agreement”), by and between the **CITY OF SEDALIA, MISSOURI** (the “City”) and **BOKF, N.A.**, a national banking association duly organized and existing under and by virtue of the laws of the United States of America with a corporate trust office located in Kansas City, Missouri, and having full trust powers, as Escrow Agent (the “Escrow Agent”).

WITNESSETH:

WHEREAS, the City has heretofore duly authorized and issued, and now desires to defease and prepay, its City of Sedalia, Missouri Tax Exempt Refunding and Improvement Certificates of Participation, Series 2010A, currently outstanding in the aggregate principal amount of \$675,000 and maturing and having interest payable in the amounts and at the times shown on **Schedule 1** hereto (the “Series 2010A Certificates”) pursuant to an Indenture of Trust dated as of December 1, 2010 (the “Indenture”) between the City and BOKF, N.A., successor to the Bank of Kansas City, as Trustee (the “Trustee”); and

WHEREAS, the Series 2010A Bonds are secured by a Debt Service Reserve Fund (the “Debt Service Reserve Fund”); and

WHEREAS, as authorized by an Ordinance adopted on May 6, 2019, the City is authorized and desires to liquidate the Debt Service Reserve Fund, and with the proceeds thereof, the City intends to provide for the payment of the remaining Outstanding principal components and interest components on the Series 2010A Certificates through the purchase of Defeasance Obligations described in **Schedule 2** attached hereto and the establishment of an initial cash balance in the Escrow Fund from other funds of the City;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Definitions. The following words and terms used in this Escrow Agreement shall have the following meanings:

“**Certificate Payment Date**” means any date on which any principal component or interest component of any of the Series 2010A Certificates is due and payable as shown on **Schedule 1** hereto.

“**City**” means the City of Sedalia, Missouri.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Defeasance Obligations**” has the meaning assigned thereto in the Indenture.

“**Escrow Agent**” means BOKF, N.A., Kansas City, Missouri, and its successor or successors at the time acting as the Escrow Agent under this Escrow Agreement.

“**Escrow Agreement**” means this Escrow Trust Agreement, as amended from time to time.

“**Escrow Fund**” means the fund by that name referred to in **Section 3** of this Escrow Agreement.

“**Escrowed Securities**” means the Defeasance Obligations listed on **Schedule 2** attached hereto and any Substitute Escrowed Securities.

“**Indenture**” means the Indenture of Trust dated as of December 1, 2010 between the City and the Trustee.

“**Paying Agent**” means the trustee and paying agent for the Series 2010A Certificates as designated in the Indenture, and any successor or successors at the time acting as paying agent for any of the Series 2010A Certificates.

“**Series 2010 Lease**” means the Lease Purchase Agreement dated as of December 1, 2010 between BOKF, N.A., as successor to the Bank of Kansas City, N.A., and the City.

“**Series 2010B Certificates**” means the City of Sedalia, Taxable Certificates of Participation (Build America Bonds), Series 2010B.

“**Series 2010A Certificates**” means the Outstanding City of Sedalia, Missouri Tax Exempt Refunding and Improvement Certificates of Participation, Series 2010A, as further described in Schedule 1 to this Escrow Agreement.

“**Series 2010 Lease**” means the Lease Purchase Agreement between the Trustee, as lessor, and the City, as lessee, dated December 1, 2010.

“**Special Counsel**” means Gilmore & Bell, P.C. or other firm of attorneys nationally recognized on the subject of municipal bonds.

“**State**” means the State of Missouri.

“**Substitute Escrowed Securities**” means Defeasance Obligations that have been acquired by the Escrow Agent and substituted for Escrowed Securities in accordance with **Section 8** of this Escrow Agreement.

“**Trustee**” means BOKF, N.A., as successor to the Bank of Kansas City, N.A., as trustee under the Indenture, and its successor or successors at the time acting as the Trustee under the Indenture.

2. Receipt of Indenture. Receipt of a true and correct copy of the Indenture is hereby acknowledged by the Escrow Agent, and reference herein to or citation herein of any provisions of said document shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if they were fully set forth herein.

3. Creation of Escrow Fund. There is hereby created and established with the Escrow Agent the following special and irrevocable separate trust fund to be held in the custody of the Escrow Agent and designated as the “Escrow Fund for the City of Sedalia, Missouri Tax Exempt Refunding and Improvement Certificates of Participation, Series 2010A” (the “Escrow Fund”).

4. Verification of Certified Public Accountants. Robert Thomas CPA, LLC, certified public accountants, have verified the mathematical computations performed by Stifel, Nicolaus & Company, Incorporated, that demonstrate that the cash held in the Escrow Fund, together with the maturing Escrowed Securities and interest to accrue thereon, will be sufficient to pay all principal components and interest components of the Series 2010A Certificates on the respective Certificate Payment Dates.

5. Deposits to the Escrow Fund. Concurrently with the execution and delivery of this Escrow Agreement, and pursuant to the provisions of the Indenture, the Escrow Agent acknowledges receipt and deposit into the Escrow Fund of the aggregate total amount of \$_____ (including \$_____

from the Debt Service Reserve Fund and \$_____ from the City). The Escrow Agent shall apply such amount as follows:

(a) \$_____ shall be used to purchase the Escrowed Securities described in **Schedule 2** hereto, which shall be delivered to and deposited in the Escrow Fund.

(b) \$_____ shall be held in the Escrow Fund as a beginning cash balance.

6. Creation of Lien. The escrow created hereby shall be irrevocable. The holders of the Series 2010A Certificates are hereby given an express lien on and security interest in the Escrowed Securities and the cash in the Escrow Fund and all earnings thereon until used and applied in accordance with this Escrow Agreement. The matured principal of and earnings on the Escrowed Securities and any cash in the Escrow Fund are hereby pledged and assigned and shall be applied solely for the payment of the principal components and interest components of the Series 2010A Certificates, as the same becomes due and when the Series 2010A Certificates are called for prepayment on June 1, 2020. In consideration of the termination of the Series 2010 Lease, the City agrees (a) to the deposit of funds in the Escrow Fund, and (b) to pay the principal components and interest components of the Series 2010A Certificates in accordance with **Schedule 1** attached hereto solely from monies and Escrowed Securities on deposit in the Escrow Fund.

7. Application of Cash and Escrowed Securities in the Escrow Fund.

(a) Except as otherwise expressly provided in this Section or in **Section 8** hereof, the Escrow Agent shall have no power or duty to invest any money held hereunder or to sell transfer or otherwise dispose of any Escrowed Securities.

(b) On or prior to each Certificate Payment Date, the Escrow Agent shall withdraw from the Escrow Fund an amount equal to the principal component and interest component of the Series 2010A Certificates becoming due and payable and/or called for prepayment on such Certificate Payment Date, as set forth in **Schedule 1** attached hereto, and shall forward such amount to the office of the Paying Agent, so that immediately available funds will reach the office of the Paying Agent on or before 11:00 a.m., Central Standard Time, on such Certificate Payment Date. In order to make the payments required by this subsection (b), the Escrow Agent is hereby authorized to redeem or otherwise dispose of Escrowed Securities in accordance with the maturity schedules in **Schedule 2** attached hereto. The liability of the Escrow Agent to make the payments required by this subsection (b) shall be limited to the money and Escrowed Securities in the Escrow Fund.

(c) Notwithstanding any other provisions of this Escrow Agreement, the City and the Escrow Agent (to the extent within its control) hereby covenant that no part of the money or funds in the Escrow Fund shall be used, at any time, directly or indirectly, in a manner that, if such use had been reasonably anticipated on the date of issuance of the Series 2010A Certificates, would have caused any of the Series 2010A Certificates to be "arbitrage bonds" under Section 148 of the Code.

(d) Upon the payment in full of the principal components and interest components of the Series 2010A Certificates, all remaining money and Escrowed Securities in the Escrow Fund, together with any interest thereon, shall be transferred to the City.

8. Substitute Escrowed Securities.

(a) In the event that any of the Escrowed Securities are not available for delivery on the anticipated date of the delivery, the Escrow Agent is directed to accept substitute securities in lieu thereof, provided: (1) the Substitute Escrowed Securities are Defeasance Obligations, (2) the maturing principal of

and interest on such substitute securities (excluding any interest after any optional call date) is equal to or greater than the maturity value of such unavailable Escrowed Securities, (3) the principal of and interest on the Substitute Escrowed Securities is payable on or before the maturity date of the unavailable Escrowed Securities, (4) the Escrow Agent shall receive from an independent certified public accountant acceptable to the Escrow Agent in its reasonable judgment a certification, satisfactory in form and substance to the Escrow Agent, to the effect that after such substitution, the principal of and interest on the Escrowed Securities to be held in the Escrow Fund after giving effect to the substitution (including Substitute Escrowed Securities to be acquired), together with any other money to be held in the Escrow Fund after such transaction, will be sufficient to pay all remaining principal components and interest components of the Series 2010A Certificates pursuant to **Schedule 1** hereto; (5) the City and Special Counsel approve such substitution, and (6) the Escrow Agent receives an Opinion of Special Counsel to the effect that such substitution would not cause the interest components on the Series 2010A Certificates to become included in gross income for purposes of federal income taxation under then existing law. If the original Escrowed Securities become available and are tendered to the Escrow Agent, the Escrow Agent shall accept such Escrowed Securities, shall return the Substitute Escrowed Securities and shall notify Special Counsel and the City of the transaction.

(b) At the written request of the City and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to sell, transfer, request the redemption of or otherwise dispose of the Escrowed Securities and to substitute for the Escrowed Securities solely cash or Substitute Escrowed Securities. The Escrow Agent shall purchase such Substitute Escrowed Securities with the proceeds derived from the sale, transfer, disposition or redemption of the Escrowed Securities together with any other funds available for such purpose. The substitution may be effected only if: (1) the substitution of the Substitute Escrowed Securities for the original Escrowed Securities occurs simultaneously; (2) the Escrow Agent shall receive from an independent certified public accountant acceptable to the Escrow Agent in its reasonable judgment a certification, satisfactory in form and substance to the Escrow Agent, to the effect that after such substitution, the principal of and interest on the Escrowed Securities to be held in the Escrow Fund after giving effect to the substitution (including Substitute Escrowed Securities to be acquired), together with any other money to be held in the Escrow Fund after such transaction, will be sufficient to pay all remaining principal components and interest components of the Series 2010A Certificates pursuant to **Schedule 1** hereto; and (3) the Escrow Agent shall receive an opinion of Special Counsel to the effect that such substitution would not cause the interest components on the Series 2010A Certificates to become included in gross income for purposes of federal income taxation under then existing law. In the event that any such substitution results in cash held in the Escrow Fund in excess of the cash required for the certification of an independent certified public accountant referred to in this subsection (b) (as evidenced by such certification), the Escrow Agent shall, at the request of the City, withdraw such excess from the Escrow Fund and pay such excess to the City; provided that, in the opinion of Special Counsel, such withdrawal and application will not be contrary to State law and will not cause the interest components on any of the Series 2010A Certificates to become included in gross income for purposes of federal income taxation.

9. Defeasance of Series 2010A Certificates. Pursuant to the Indenture, the City has elected to call the Series 2010A Certificates for prepayment prior to maturity on June 1, 2020. In accordance with the provisions of the Indenture, the City hereby instructs the Escrow Agent, as the Paying Agent for the Series 2010A Certificates, to give all notices of redemption and defeasance of such Series 2010A Certificates required by the Indenture. The City hereby directs the Escrow Agent, as the Paying Agent, to give additional notice of redemption of said Series 2010A Certificates, by mailing as provided in the Indenture, said additional notice to be given to registered owners of the Series 2010A Certificates at least 30 days prior to the redemption date. The City directs the Escrow Agent, as the Paying Agent for the Series 2010A Certificates, to take such further action as may be necessary under the Indenture to redeem said Series 2010A Certificates in the principal amounts and at the time set forth in **Schedule 1** hereof.

10. Reports of the Escrow Agent. As long as any of the Series 2010A Certificates, together with the interest components thereon, have not been paid in full, the Escrow Agent shall, at least 60 days prior to each Certificate Payment Date, determine the amount of money that will be available in the Escrow Fund to pay the principal components and interest components of the Series 2010A Certificates on the next Certificate Payment Date, and if the Escrow Agent determines that sufficient funds will not be available on such Certificate Payment Date, then the Escrow Agent shall certify in writing to the City the amount so determined, and provide a list of the money and Escrowed Securities held by it in the Escrow Fund on the date of such certification.

11. Liability of Escrow Agent.

(a) The Escrow Agent shall not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Escrow Agreement in compliance with the provisions hereof. The Escrow Agent shall have no lien whatsoever on any of the money or Escrowed Securities on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

(b) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrowed Securities and money held in the Escrow Fund to pay the Series 2010A Certificates. So long as the Escrow Agent applies the Escrowed Securities and money held in the Escrow Fund as provided herein, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Series 2010A Certificates caused by such calculations. Notwithstanding the foregoing, the Escrow Agent shall not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Escrow Agreement.

(c) If the Escrow Agent fails to account for any of the Escrowed Securities or money received by it, said Escrowed Securities or money shall be and remain the property to be held in trust for the holders of the Series 2010A Certificates, and, if for any reason such Escrowed Securities or money are not applied as herein provided, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required application shall be made.

12. Fees and Costs of the Escrow Agent. The aggregate amount of the costs, fees and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement shall be paid concurrently with the execution of this Escrow Agreement from moneys of the City other than moneys in the Escrow Fund.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from the City of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to the City and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to

this Escrow Agreement. If the Escrow Agent is made a party to or intervenes in any litigation pertaining to this Agreement, the Escrow Agent shall be compensated reasonably by the City for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties, and expenses, including out-of-pocket and incidental expenses and legal fees occasioned thereby.

13. Resignation or Removal of Escrow Agent; Successor Escrow Agent. The Escrow Agent at the time acting hereunder may at any time resign and be discharged from its duties and responsibilities hereby created by giving written notice by registered or certified mail to the City and the Paying Agent and by first class mail, postage prepaid, to all of the owners of the Series 2010A Certificates not less than 60 days prior to the date when the resignation is to take effect. Such resignation shall take effect immediately upon the acceptance of the City of the resignation, the appointment of a successor Escrow Agent (which may be a temporary Escrow Agent) by the City, the acceptance of such successor Escrow Agent of the terms, covenants and conditions of this Escrow Agreement, the transfer of the Escrow Fund, including the money and Escrowed Securities held therein, to such successor Escrow Agent and the completion of any other actions required for the principal of and interest on the Escrowed Securities to be made payable to such successor Escrow Agent rather than the resigning Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and the City and signed by the owners of a majority in principal amount of the Series 2010A Certificates then outstanding; provided that written notice thereof is mailed on or before the date of such removal by first class mail, postage prepaid, to all registered owners of such Certificates, who are not parties to such instruments. The Escrow Agent may also be removed by the City if the Escrow Agent fails to make timely payment on any Certificate Payment Date to the Paying Agent of the amounts required to be paid by it on such Certificate Payment Date by this Escrow Agreement; provided that written notice thereof is mailed on or before the date of such removal by registered or certified mail to the Paying Agent and by first class mail, postage prepaid, to all registered owners of such Series 2010A Certificates, who are not parties to such instruments. Any removal pursuant to this paragraph shall become effective upon the appointment of a successor Escrow Agent (which may be a temporary successor Escrow Agent) by the City, the acceptance of such successor Escrow Agent of the terms, covenants and conditions of this Escrow Agreement, the transfer of the Escrow Fund, including the money and Escrowed Securities held therein, to such successor Escrow Agent and the completion of any other actions required for the principal of and interest on the Escrowed Securities to be made payable to such successor Escrow Agent rather than the Escrow Agent being removed.

If the Escrow Agent shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, the City shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the City in the manner above provided, and any such temporary Escrow Agent so appointed by the City shall immediately and without further act be superseded by the successor Escrow Agent so appointed.

If no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by the City pursuant to the foregoing provisions of this Section within 60 days after written notice of resignation of the Escrow Agent has been given to the City, the holder of any of the Series 2010A Certificates or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers authorized to do business in the State of Missouri and organized under the

banking laws of the United States or the State of Missouri and shall have at the time of appointment capital and surplus of not less than \$50,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Escrow Agent without any further act, deed or conveyance shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent or the City, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Escrow Agent shall deliver all securities and money held by it to its successor. Should any transfer, assignment or instrument in writing from the City be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Any corporation into which the Escrow Agent, or any successor to it of the duties and responsibilities created by this Escrow Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it may be a party, shall, if satisfactory to the City, be the successor Escrow Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

It is the intention of the City and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Escrow Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own neglect or default, nor for any loss unless the same shall have been through its negligence or want of good faith.

14. Amendments to this Escrow Agreement. This Escrow Agreement is made for the benefit of the City and the holders from time to time of the Series 2010A Certificates and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Escrow Agreement as shall not adversely affect the security of such holders and as shall not be inconsistent with the terms and provisions of this Escrow Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Escrow Agreement;
- (b) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Series 2010A Certificates, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to subject to this Escrow Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of Special Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Series 2010A Certificates, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

15. Termination. This Escrow Agreement shall terminate when all transfers required to be made by the Escrow Agent under the provisions hereof shall have been made.

16. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by the Indenture or this Escrow Agreement to be given to or filed with the City or the Escrow Agent if the same shall be duly mailed by first class mail addressed:

(a) To the City at:

City of Sedalia, Missouri
City Hall
200 South Osage Ave.
Sedalia, Missouri 65301
Attention: City Administrator

(b) To the Escrow Agent at:

BOKF, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department

17. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

18. Successors and Assigns. All of the covenants, promises and agreements in this Escrow Agreement contained by or on behalf of the City or the Escrow Agent shall be binding upon and inure to the benefit of their respective successors and assigns whether so expressed or not.

19. Governing Law. This Escrow Agreement shall be governed by the applicable law of the State of Missouri.

20. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

21. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officers or elected officials and their corporate seals to be hereunder affixed and attested as of the date first above written.

CITY OF SEDALIA, MISSOURI

(Seal)

By _____
Mayor

ATTEST:

City Clerk

BOKF, N.A.

By _____

Name:

Title:

(Seal)

ATTEST:

Name:

Title:

**SCHEDULE 1
TO ESCROW TRUST AGREEMENT**

PAYMENT SCHEDULE FOR SERIES 2010A CERTIFICATES

<u>Certificate Payment Date</u>	<u>Principal Due</u>	<u>Principal Prepaid</u>	<u>Interest</u>	<u>Total Payment</u>
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**SCHEDULE 2
TO ESCROW TRUST AGREEMENT**

SCHEDULE OF ESCROWED SECURITIES

<u>Type of Security</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Par Value</u>	<u>Purchase Price</u>
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