

of the said debt and for the better securing the payment thereof to said BELL FEDERAL according to the terms of the said Note, does hereby sell, assign, transfer and set over to said BELL FEDERAL, its successors and assigns, all of its right, title and interest under the lease agreements described in Exhibit A, which is attached hereto and incorporated herein by reference (hereinafter "lease agreements"), with full power and authority to exercise all rights, privileges and duties of TIG provided in said lease agreements in the event of default in payment of the aforesaid obligation of TIG to BELL FEDERAL.

TIG covenants that it holds vaild, assignable and unencumbered leasehold interests under its lease agreements attached hereto as Exhibit A.

IT IS AGREED By and between the said parties that said TIG, its successors and assigns, shall and will forthwith insure the buildings now or hereafter erected on said property and keep the same insured from loss or damage by fire, and in such other forms of insurance as may be required by BELL FEDERAL, in companies approved by BELL FEDERAL in a sum satisfactory to BELL FEDERAL, and assign and deliver the said policy or policies of insurance and renewals therefor to said BELL FEDERAL, its successors or assigns, and in case he or they shall at any time neglect or fail so to do, then said BELL FEDERAL, its successors or assigns may cause the same to be insured in its own name and reimburse itself for the premium and expense of such insurance under this collateral assignment of lease.

And it is further agreed and covenanted by and between the said parties that until the debt hereby secured be paid, said TIG, its successors or assigns, shall and will pay or cause to be paid all taxes or assessments of every type or nature on the within described properties and every part thereof, or on this assignment or notes secured hereby, promptly as they become due and before they become delinquent, provided however, that the total amount so paid for taxes on this assignment or notes secured hereby, together with the interest payable thereon, shall not exceed the highest legal rate of interest per annum; and upon the failure of TIG to so pay the said taxes, charges, public rates or assessments, BELL FEDERAL shall have the right to pay

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