

payments to the holders of the Underlying Obligations (the "Underlying Obligations") described in Paragraph D of the Secured Promissory Notes at the times and in the amounts set forth in the schedules included in the Collection Account supporting instructions ("Supporting Instructions") referred to in Paragraph 2, and (ii) thereafter to remit the remainder of said payments to Secured Party.

2. Establishment of Collection Accounts.

Secured Party hereby establishes a separate bank account ("Collection Account") in the name of Secured Party at Bank for each of the Properties described in Exhibit "A." As to each such Collection Account Owner will furnish Bank a Supporting Instruction including a schedule of receipts and disbursements for that particular account. Each Collection Account may also be subject to certain supplementary instructions to be issued by the holders of the "Underlying Obligations."

3. Payments by Owner Into Collection Account.

Owner shall, subject to the limitation of liability contained in the Secured Promissory Notes, pay into each respective Collection Account, commencing on the date indicated in the Supporting Instructions for such account and on the same day of each month thereafter until the maturity date thereof, the monthly payments required under the Secured Promissory Notes as reflected in the Supporting Instructions. Owner shall make such payments into the Collection Account prior to the time required for the corresponding disbursement upon the Underlying Obligations so that funds will be on hand for such disbursements to the