

WHEREAS, TIG itself has executed certain lease agreements covering parts of said property as hereinafter described;

NOW, THEREFORE, KNOW ALL MEN, That said TIG in consideration of the said debt and for the better securing the payment thereof to said C & S according to the terms of the said Note, as modified, does hereby sell, assign, transfer and set over to said C & S, 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 Center, Inc. to C & S.

TIG covenants that it holds valid, assignable and unencumbered leasehold interests under its lease agreements attached hereto as Exhibit A with the exception of leases numbered 1 through 9, which leases have this day been collaterally assigned to Bell Federal Savings and Loan Association of Inman, a copy of such Collateral Assignment being recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 1055, at Page 16, it being TIG's intention to make the instant collateral assignment of such leases numbered 1 through 9 expressly subordinate to Bell Federal's interest under such other collateral assignment.

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 C & S, in companies approved by C & S, in a sum satisfactory to C & S, and assign and deliver the said policy or policies of insurance and renewals therefor to said C & S, its successors or assigns, and in case he or they shall at any time neglect or fail so to do, then said C & S, 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.

4328 RV.23