

to accrue for any portion of said Property has been or will be forgiven, released, reduced or discounted, or otherwise discharged or compromised by Koger, Koger hereby subordinates any right of setoff against any person in possession of any portion of the Property as between it and Commercial Credit to the rights of Commercial Credit hereunder.

3. Koger is as of this date entitled to receive said rents, income and profits and to enjoy all the other rights and benefits mentioned herein and the same have not been heretofore nor will be hereafter sold, assigned, transferred to set over by Koger and Koger has the good right to grant, sell, transfer and assign the same and to grant and confer upon Commercial Credit the rights, interests, powers and/or authority herein granted and conferred.

4. Koger will not modify, alter or amend any existing lease or enter into a lease so that the base rental is less than Five Dollars (\$5.00) per square foot per annum on a net rentable square foot basis or permit any such modification, alteration or amendment without the written consent of Commercial Credit thereto being first obtained.

5. Nothing herein contained nor any action taken by Commercial Credit hereunder shall be construed as constituting Commercial Credit as a "Mortgagee in Possession" except at the option of Commercial Credit.

6. Koger will execute and deliver, immediately upon the request of Commercial Credit, all such further assurances and assignment in the Property as Commercial Credit shall from time to time require, and will pay all recording and filing fees or other charges that may be incident to or may arise out of the recording of the same or this Assignment. Koger will execute upon request any and all instruments requested by Commercial Credit to carry this Assignment into effect or to accomplish any other purposes deemed by Commercial Credit to be necessary or appropriate in connection with this Assignment and for these purposes hereby confers on Commercial Credit the power to execute in Koger's name and stead all such instruments. Koger will, at the request of Commercial Credit, execute written notice to each tenant directing the tenant to pay rent to Commercial Credit upon default by Koger, which notice shall not be given, unless Koger defaults as herein provided.

7. Although it is the intention of the parties that this Assignment shall be a present assignment, it is expressly understood and agreed, anything herein to the contrary notwithstanding, that Commercial Credit will not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur in the payment when due of interest or principal under the Note, or if a default in the performance of any obligation, covenant or agreement shall occur hereunder, or under the Mortgage or under the Loan and Security Agreement or under any other instrument now or hereafter securing the Note, and so long as no such default occurs, Koger shall have the right to collect, but not prior to accrual, all the rents, income and profits and to retain, use and enjoy the same.

8. In the event of a default in the payment when due of interest and principal on the Note or the occurrence of a default in the performance of any obligation, covenant or agreement hereunder, or under the Mortgage or under the Loan and Security Agreement or any other instrument now or hereafter securing the Note, not cured as provided therein, whether or not all sums due under the Note are declared to be immediately due and payable, or action is taken to enforce any of Commercial Credit's rights under the Mortgage or under the Loan and Security Agreement or any other instrument now or hereafter securing the Note, Commercial Credit may, at its option, without notice, declare all sums secured hereby immediately due and payable and Commercial Credit may, without regard to the adequacy of the security for the indebtedness hereby secured, either in person or by

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