

7. That the acquisition by the Tenants in any manner whatsoever of the fee simple title to any portion of the leased premises shall not cause, or operate as, a merger of the leasehold estate or the demised term with the fee simple title.

8. That this Assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "lease" as used herein means the leases hereby assigned or any extension or renewal thereof or any lease subsequently executed by Assignor covering the leased premises or any part thereof. In this Assignment, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and conversely. All obligations of each Assignor hereunder are joint and several.

9. That all notices, demands or documents of any kind which Assignee may be required or may desire to give to Assignor hereunder shall be deemed to have been given if and when sent by prepaid registered or certified mail, return receipt requested, addressed to the Assignee, Koger Properties, Inc., P. O. Box 4520, Jacksonville, Florida 32201, Attention: Henry Fisher, Vice President.

10. That Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder. It is further agreed that nothing herein contained and no act done or omitted by Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Assignee of its rights and remedies under said Note and Mortgage and Security Agreement, but this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect said indebtedness and to enforce any other security therefor owned by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

11. The term "lease" or "leases" as used herein shall be deemed to include all leases, written or oral, existing or to be made, and all agreements or licenses for use or occupancy of any portion of the property described in Exhibit A attached hereto and any buildings and improvements located thereon; any and all extensions and renewals of said leases, agreements and licenses; and any and all further leases, agreements or licenses, including subleases thereunder, upon or covering use or occupancy of all or any part of the "property", which term shall be equivalent to the term "premises", as defined and described in the Deed of Trust referred to in paragraph 1.a. on page 1 hereof.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized officers to execute this Assignment of Leases, Rents and Profits, and affix its seal as of the day and year first above written.

WITNESSES:

KOGER PROPERTIES, INC.

Susan Powell By Henry Fisher  
Mailem D. Larson Vice President

ATTEST:

By Allen L. Pucher  
Asst. Secretary

(CORPORATE SEAL)

RECEIVED

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