

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Stephen L. Kussner, Esquire
Annis, Mitchell, Cockey,
Edwards & Roehn, P.A.
Post Office Box 3433
Tampa, Florida 33601

Filed as additional
security for mortgage
recorded of even date,
on which tax has been paid.

STATE OF ALABAMA)

SHELBY COUNTY)

COLLATERAL ASSIGNMENT OF LEASES, RENTS AND CONTRACT RIGHTS

THIS COLLATERAL ASSIGNMENT OF LEASES, RENTS AND CONTRACT RIGHTS (the "Agreement") made as of the 29 day of August, 1997, by **R.K.M. 'BAMA, INC.**, an Alabama corporation (hereinafter called the "Assignor"), to **AMSOUTH BANK**, an Alabama state chartered bank, and its successors or assigns (hereinafter called the "Assignee");

W I T N E S S E T H:

THAT WHEREAS, contemporaneously herewith, the Assignor has executed and delivered to the Assignee a certain Promissory Note in the principal sum of Two Million Four Hundred Forty One Thousand Five Hundred and 00/100 Dollars (\$2,441,500.00) (hereinafter referred to as the "Note"), secured by a Mortgage and Security Agreement (hereinafter the "Mortgage") on the premises of the Assignor in the County of Shelby, Alabama more particularly described in Exhibit "A" annexed hereto, together with all buildings and improvements now or hereafter constructed thereon (all of such premises being hereinafter collectively referred to as the "Mortgaged Premises"); and

WHEREAS, as additional security for the Note and the obligations of the Assignor thereunder, the Assignor has executed and delivered to the Assignee this Agreement;

NOW, THEREFORE, for value received and as security for the payment of said obligations of the Assignor, the Assignor, for itself and for its successors and assigns, does hereby transfer, assign and deliver and does also hereby grant a security interest unto the Assignee, its successors and assigns, all of the right, title and interest of the Assignor in and to (1) all leases, subleases, residence agreements, tenancies and any other agreements affecting the use of the Mortgaged Premises, whether written or oral, now or hereafter existing with respect to any portion or portions of the Mortgaged Premises, together with any renewals or extensions thereof and leases, subleases, residence agreements, tenancies and such agreements in substitution therefor, including, without limitation, that certain lease agreement by and between Assignor and Walgreen Co., an Illinois corporation (the "Walgreens Lease") (all of which are hereinafter collectively referred to as the "Assigned Leases"), (2) all rents and other payments of every kind due or payable and to become due or payable to the Assignor by virtue of the Assigned

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Leases, or otherwise due or payable and to become due or payable to the Assignor as the result of any use, possession or occupancy of any portion or portions of the Mortgaged Premises, (3) all right, title and interest of the Assignor in and to all guarantees of the Assigned Leases, (4) any award made in any court proceeding involving any of the lessees in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court, and (5) all contracts, permits, documents, and other personal property related to or affecting the Mortgaged Premises, as more particularly described in paragraph 3 hereof.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, until such time as the indebtedness secured by the Mortgage shall have been paid in full, for the purpose of further and collaterally securing (1) payment of the indebtedness evidenced by the Note together with the interest on said indebtedness; (2) payment of all other sums, with interest thereon, to become due and payable to the Assignee hereunder or under the provisions of the Mortgage, the Note, or any other obligation of the Assignor to the Assignee now or hereafter existing; and (3) performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein, or in the Note, Mortgage or any other obligation of the Assignor to the Assignee now or hereafter existing (this Assignment, the Mortgage, the Note and said other obligations are hereinafter collectively referred to as the "Obligations").

This Agreement is delivered and accepted upon the following terms and conditions:

1. Assignor's License to Operate if no Default.

So long as no default shall exist under the Obligations, the Assignor shall have a license to manage and operate the Mortgaged Premises and to collect, receive and apply for its own account all rents, issues and profits accruing by virtue of the Assigned Leases, and to execute and deliver proper receipts and acquittances therefor, provided, however, that without the written consent of the Assignee the Assignor shall not collect any installment of rent in advance of the respective dates prescribed in the Assigned Leases for the payment thereof other than one (1) month advance rental in the form of a security deposit (hereinafter referred to as "Permitted Advance Rental Payments").

2. Assignee's Rights in Event of Default.

2.1 Immediately upon the occurrence of any default under the Obligations, and until such default shall have been cured as hereinafter defined, the license mentioned in the foregoing paragraph 1 hereof shall cease and terminate, and in such event the Assignee is hereby expressly and irrevocably authorized to enter and take possession of the Mortgaged Premises by actual physical possession, or by written notice served personally upon

or sent by certified mail, return receipt requested, to the Assignor as the Assignee may elect, without further authorization, notice or demand (except as otherwise specifically provided in the Note) and without the commencement of any action to foreclose the Mortgage or to exercise its power of sale thereunder.

2.2 The Assignor does hereby constitute and appoint the Assignee, following such entry and taking of possession, irrevocably, with full power of substitution and revocation, its true and lawful attorney, for it and in its name, place and stead, to do and perform any or all of the following actions, as fully, to all intents and purposes, as it could do if personally present, hereby ratifying and confirming all that its said attorney or its substitute shall lawfully do or cause to be done by virtue hereof:

(a) manage and operate the Mortgaged Premises or any part thereof;

(b) lease any part or parts thereof for such periods of time, and upon such terms and conditions as the Assignee may, in its sole discretion, deem proper;

(c) enforce, cancel or modify any of the Assigned Leases;

(d) demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all rents, issues, profits and other amounts that may then be or may thereafter become due, owing or payable with respect to the Mortgaged Premises or any part thereof from any present or future lessees, tenants, subtenants or occupants thereof;

(e) institute, prosecute to completion or compromise and settle all summary proceedings, actions for rent or for removing any and all lessees, tenants, subtenants or occupants of the Mortgaged Premises or any part or parts thereof;

(f) enforce or enjoin or restrain the violation of any of the terms, provisions and conditions of any lease or leases, now or hereafter affecting the Mortgaged Premises or any part thereof;

(g) make such repairs and alterations to the Mortgaged Premises as the Assignee may, in its reasonable discretion, deem proper;

(h) pay, from and out of rents, accounts, issues and profits collected in respect of the Mortgaged Premises or any part thereof, or from or out of any other funds, the rent and all other charges required to be paid under any ground lease on which the Mortgage may constitute a lien, any taxes, assessments, water rates, sewer rates, or other government charges levied, assessed or imposed against the Mortgaged Premises, or any portion thereof, and also any and all other charges, costs and expenses which it may be necessary or advisable for the Assignee to pay in the management or operation of the Mortgaged Premises, including (without limiting the generality of any rights, powers, privileges and authority hereinbefore or hereinafter conferred) the costs of such repairs and alterations, commissions for renting the Mortgaged Premises or any portions thereof and legal expenses in enforcing claims, preparing papers or for any other services that may be required; and

(i) generally, do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Mortgaged Premises, as fully as the Assignor might do, provided, however, that any action, or failure or refusal to act, by the Assignee under this subparagraph 2.2 shall be at its election and without any liability on its part.

2.3 The Assignee shall apply the net amount of rents, accounts, issues and profits received by it from the Mortgaged Premises, after payment of all proper costs and charges (including any liability, loss, expense or damage hereinafter referred to in paragraph 6 hereof), first to the payment, when due, of the installments of interest payable under the Note and thereafter to the payment of principal thereunder. Any of such funds remaining after such application shall be paid as soon as reasonably practicable by the Assignee to the Assignor or paid over to such persons as the Assignor may designate to the Assignee in writing.

2.4 The Assignee shall be accountable to the Assignor only for monies actually received by the Assignee pursuant to this Assignment and the acceptance of this Assignment shall not constitute a satisfaction of any Obligations, or any part hereof, now or hereafter owed by the Assignor to the Assignee, except to the extent of amounts actually received and applied by the Assignee on account of the same.

2.5 The rights and powers of the Assignee hereunder shall continue and remain in full force and effect until all amounts secured hereby, including any deficiency resulting from foreclosure sale, are paid in full, and shall continue after

commencement of foreclosure and after foreclosure sale and until expiration of the equity of redemption, notwithstanding sale of the Mortgaged Premises to a purchaser other than the Assignee. Assignee shall not be liable to Assignor or any one claiming under or through Assignor by reason of anything done or left undone by Assignee hereunder.

2.6 For the purposes of this paragraph 2, a default shall be deemed to be cured only when the Assignor shall have paid in full all sums owing and past due, and/or shall have performed all other terms, covenants and conditions, the failure in the performance of which shall terminate the license hereinabove mentioned in paragraph 1 hereof.

3. Additional Collateral and Security.

As additional collateral and security for the payment of the indebtedness evidenced by the Note and for the performance of each and every of the covenants and agreements contained in the Obligations, the Assignor hereby grants Assignee a first security interest in and to all present and future profits, income and issues from the Mortgaged Premises and each and every part and parcel thereof, and also all present and future right, title and interest of the Assignor under and by virtue of each and every franchise, trademark, license, permit, approval, contract for deed, reservation agreement, purchase and sale agreement (including, but not limited to Assignor's rights in and to the \$100,000.00 Escrow Proceeds held in accordance with that certain Purchase and Sale Agreement between Assignor and Jody Wolfe dated February 23, 1997, as amended), loan commitment, management agreement, all utility connection rights and fees paid in connection with the Mortgaged Premises, all accounts, accounts receivable, instruments, documents, chattel paper, inventory, furniture, intellectual property, general intangibles, rights to reimbursement under any governmental insurance program, and any other document or contractual right, written or verbal, covering or affecting any part or parcel of the Mortgaged Premises, whether any of such is now or hereafter made, and any and all proceeds, replacements, substitutions, amendments, modifications, extensions or renewals of any of same. Assignor hereby warrants that there are no contracts for deed, leases or purchase agreements affecting the Mortgaged Premises as of the day and year first above written nor shall there be any in existence on the date of recordation of the Mortgage and other instruments of security, except for the Walgreens Lease. Assignor further warrants that it has not executed, nor will it execute at any time during the term of the Note, any other assignments or instruments further encumbering the items described above.

4. Attornment by Lessees in Event of Default.

The Assignor hereby irrevocably directs each lessee under each Assigned Lease, upon demand and notice from the Assignee of the Assignor's default under any of the Obligations, to pay the Assignee all rents, issues, fees and profits accruing or due under its Assigned Lease from and after the receipt of such demand and notice. Any Lessee making such payment to the Assignee shall be under no obligation to inquire into or determine the actual existence of any such default claimed by the Assignee.

5. Covenants of Assignor.

The Assignor, for itself and for its successors and assigns, covenants and warrants as follows:

(a) that each of the Assigned Leases now or hereafter in effect is and shall be a valid and subsisting lease and agreement and that there are, to the extent ascertainable by the Assignor, no defaults on the part of any of the parties thereto;

(b) that the Assignor will not lease all or any part of the Mortgaged Premises except on the form lease approved by Assignee;

(c) that the Assignor has not sold, assigned, transferred, mortgaged or pledged any of the rents, issues, fees or profits from the Mortgaged Premises or any part thereof, whether now or hereafter to become due, to any person, firm or corporation other than the Assignee;

(d) that no rents, issues, fees or profits of the Mortgaged Premises, or any part thereof, becoming due subsequent to the date hereof have been collected (other than Permitted Advance Rental Payments) nor has payment of any of the same been anticipated, waived, released, discounted or otherwise discharged or compromised;

(e) that it will not assign, pledge or otherwise encumber any of the Assigned Leases or any of the rents thereunder unless the prior written consent of the Assignee shall have been obtained thereto and unless the instrument creating such assignment, pledge or encumbrance shall expressly state that the same is subject to this Assignment;

(f) that it will not, without in each case having obtained the prior written consent of the Assignee thereto, amend or modify, directly or indirectly in any respect whatsoever, cancel, terminate, or accept any surrender of any Assigned Lease; provided, however, if

Assignor shall send Assignee a written request for Assignee's consent as provided herein and Assignee does not respond in writing within ten (10) business days of Assignee's receipt of such request, then in that event, Assignor's request for Assignee's written consent shall be deemed approved.

(g) that it will not waive or give any consent with respect to any default or variation in the performance of any of the terms, covenants and conditions on the part of any lessee, sublessee, tenant or other occupant to be performed under any of the Assigned Leases, but will at all times take proper steps to enforce all of the provisions and conditions thereof;

(h) that it will not collect or receive, without in each case having obtained the prior written consent of the Assignee thereto from any such lessee, sublessee, tenant or other occupant, any installment of rent in advance of the respective dates prescribed in the Assigned Leases, except for Permitted Advance Rental Payments;

(i) that it will perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions on its part to be performed and observed with respect to each of the Assigned Leases;

(j) that it will, upon written request by the Assignee, while this Assignment remains in force and effect, give such written notices to Walgreens, any lessee, sublessee, tenant or other occupant of any portion of the Mortgaged Premises concerning this Assignment, or include among the written provisions of any instrument hereafter creating any such lease, sublease, tenancy or right of occupancy specific reference to this Assignment, and make, execute and deliver all such powers of attorney, instruments of pledge or assignment, and such other instruments or documents as the Assignee may reasonably request at any time for the purpose of securing its rights hereunder;

(k) that it will notify the Assignee promptly when any Assigned Lease is hereafter executed, extended, renewed, amended or modified and that it will furnish to the Assignee, on demand, true copies of all Assigned Leases hereafter executed and true copies of each agreement or letter effecting the renewal, amendment or modification of any Assigned Lease.

6. Indemnification.

6.1 The Assignor hereby agrees to indemnify and hold the Assignee harmless (a) against and from any and all liability, loss, damage and expense, including reasonable attorneys' fees, which it may or shall incur under or in connection with any of the Assigned Leases, or by reason of any of the Obligations, or by reason of any action taken by the Assignee under any of the Obligations (including without limitation any action which the Assignee in its discretion may take to protect its interest in the Mortgaged Premises, including without limitation the making of advances and the entering into of any action or proceeding arising out of or connected with the Assigned Leases or the Obligations), and (b) against and from any and all claims and demand whatsoever which may be asserted against the Assignor by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Assigned Leases.

6.2 Should the Assignee incur any such liability, loss, damage or expense, the amount thereof, together with interest thereon at the maximum rate permitted by law, shall be payable by the Assignor to the Assignee immediately upon demand, or at the option of the Assignee, the Assignee may reimburse itself therefor out of any rents, issues or profits of the Mortgaged Premises collected by the Assignee.

6.3 Nothing contained herein shall operate or be construed to obligate the Assignee to perform any of the terms, covenants or conditions contained in any Assigned Lease, or to take any measures, legal or otherwise, to enforce collection of any of said rents or other payments, or otherwise to impose any obligation upon the Assignee with respect to any of said leases, including but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained, in the event that any lessee shall have been joined as a party defendant in any action to foreclose the Mortgage and the estate of such lessee shall have been thereby terminated.

6.4 Prior to actual entry into and taking possession of the Mortgaged Premises by the Assignee, this Assignment shall not operate to place upon the Assignee any responsibility for the operation, control, care, management or repair of the Mortgaged Premises, and the execution of this Assignment by the Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Premises is and shall be that of the Assignor prior to such actual entry and taking of possession.

7. Exercise of Remedies.

Failure of the Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of the Assignee under this Assignment are cumulative and are not in lieu of but are in addition to any other rights and remedies which the Assignee shall have under or by virtue of any other of the Obligations. The rights and remedies of the Assignee hereunder may be exercised from time to time and as often as such exercise is deemed expedient.

8. Assignment by Assignee.

The Assignee shall have the right to assign to any subsequent holder of the Mortgage, or to any person acquiring title to the Mortgaged Premises, the Assignor's rights, title and interest in any lease hereby or hereafter assigned, subject, however, to the provisions of this Assignment. After the Assignor shall have been barred and foreclosed of all right, title and interest and equity of redemption in said Mortgaged Premises, no assignee of the Assignor's interest in said leases shall be liable to account to the Assignor for any rents, income, revenue, issues or profits thereafter accruing.

9. Termination of this Assignment.

Upon payment in full of all the indebtedness secured by the Mortgage, as evidenced by a recorded satisfaction or release of Mortgage, as well as all other Obligations, this Assignment shall become and be void and of no effect and, in that event, upon the request of the Assignor, the Assignee covenants to execute and deliver to the Assignor instruments effective to evidence the termination of this Assignment and/or the reassignment to the Assignor of the rights, power and authority granted herein.

10. No Merger of Assigned Leases.

As against the Assignee, at all times during which this Assignment shall be in effect, there shall be no merger of the Assigned Leases or the leasehold estate created thereby with the fee estate in the Mortgaged Premises by reason of the fact that the Assigned Leases or any interest therein may be held by or for the account of any person, firm or corporation which may be or become the owner of said fee estate, unless the Assignee shall consent in writing to said merger.

11. Notice.

Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall

be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at the following addresses:

Assignor: R.K.M. 'BAMA, INC.
200 First Avenue North
St. Petersburg, FL 337
Attention: Richard K. Maloof

Assignee: AmSouth Bank, an Alabama state chartered bank
13535 Feather Sound Drive
Suite 610
Clearwater, Florida 33762
Attention: Michael J. Tufano
Vice President
Commercial Real Estate

With copy to: Annis, Mitchell, Cockey, Edwards & Roehn,*P.A.
Suite 2100
One Tampa City Center
Tampa, Florida 33602
Attention: Stephen L. Kussner, Esq.

Any party may change said address by giving the other parties hereto notice of such change of address. Notices shall be deemed given when mailed and shall be deemed received three (3) business days after deposited in the United States mail. Notwithstanding the foregoing, routine communications such as ordinary distribution checks, copies of documents, etc. may be sent by ordinary first-class mail.

12. Further Assurances.

At any time, upon completion of the improvements to be erected on the Mortgaged Premises or thereafter, Assignor will make, execute and deliver or cause to be made, executed and delivered all instruments or documents of any kind necessary to assign any and all leases of all or part of the Mortgaged Premises and the rights to rents and all payments due thereunder which assignments shall be subject to the terms and conditions of this Agreement.

13. Subordination of Leases.

All leases, subleases, tenancies and other agreements affecting the use of the Mortgaged Premises now or hereafter existing shall be subordinate to the Mortgage of even date herewith.

14. Security Agreement.

This instrument also creates a security interest in favor of Assignee under the Alabama Uniform Commercial Code, and Assignee shall also have all of the rights and remedies of a secured party

under the Alabama Uniform Commercial Code, and without limitation upon or in derogation of the rights and remedies created and accorded to Assignee by this Agreement pursuant to the common law or any other laws of the State of Alabama or any other jurisdiction, it being understood that the rights and remedies of Assignee under the Alabama Uniform Commercial Code shall be cumulative and in addition to all of the rights and remedies of Assignee arising under the common law or any other law of the State of Alabama or any other jurisdiction.

15. Miscellaneous Provisions.

15.1 Whenever the context so requires, reference herein to the neuter gender shall include the masculine and/or feminine gender, and the singular number shall include the plural.

15.2 All of the provisions of this Agreement shall be deemed and construed to be "conditions" and "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate provision hereof.

15.3 This is being delivered and is intended to be performed in the State of Alabama and shall be construed and enforced in accordance with and governed by the laws of such state.

15.4 No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless the Assignee shall have consented thereto in writing.

15.5 In the event there is any conflict between the terms and provisions of the Mortgage and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall prevail.

15.6 The terms, covenants and conditions contained herein shall inure to the benefit of, and bind the Assignee and the Assignor and their respective successors and assigns or executors, administrators, successors and assigns, as the case may be.

15.7 The captions of this Agreement are for convenience and reference only and neither in any way define, limit, or describe the scope or interest of this Agreement nor in any way affect this Assignment.

15.8 In case any one or more of the provisions contained in this Agreement are, or shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed by its officers, thereunto duly authorized, on the day and year first above written.

WITNESSES:

R.K.M. 'BAMA, INC., an Alabama corporation

Print Name: _____

By: [Signature]
Name: John G. Benner
Its: Vice President

Print Name: _____

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John G. Benner, whose name as Vice President of R.K.M. 'BAMA, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 24th day of August, 1997.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 10/16/2000

EXHIBIT A

PARCEL 1:

A parcel of land situated in the Southeast 1/4 of Section 25 and the Northeast 1/4 of Section 36, all in Township 19 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of said Section 36, Township 19 South, Range 3 West; thence run South along the East line of Section 36 a distance of 266.80 feet to a point; thence $117^{\circ}40'00''$ right and run northwesterly a distance of 165.21 feet to a point on the westerly right of way line of U.S. Highway No. 31, and the point of beginning; thence continue on last described course North $62^{\circ}00'00''$ west a distance of 236.92 feet to a point on the southeasterly right of way line of Valleydale Road; thence $120^{\circ}24'00''$ right and run North $58^{\circ}24'00''$ east along southerly right of way line of Valleydale Road a distance of 254.53 feet to a point; thence $73^{\circ}57'50''$ right and run South $47^{\circ}38'11''$ east 29.41 feet to a point on the west right of way line of U.S. Highway 31; thence turn $55^{\circ}03'31''$ right and run South $7^{\circ}25'20''$ west along said right of way line a distance of 226.70 feet to the point of beginning.

PARCEL 2:

A parcel of land situated in the Northeast 1/4 of Section 36, Township 19 south, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said Section 36; thence run south along the east line of said Section 36 a distance of 266.80 feet, thence turn $117^{\circ}40'00''$ right and run northwesterly 165.21 feet to a point on the westerly right of way line of U.S. Highway #31, said point being the point of beginning of the parcel of land herein described; thence continue along the last described course a distance of 236.92 feet to a point on the southerly right of way line of Valleydale Road; thence turn $58^{\circ}26'34''$ left and run southwesterly along said road right of way for 179.46 feet; thence turn $91^{\circ}07'31''$ left and run southeasterly for 187.95 feet; thence turn $44^{\circ}22'56''$ left and run southeasterly for 45.57 feet; thence turn $45^{\circ}37'04''$ left and run northeasterly for 257.43 feet to a point on the westerly right of way line of U.S. Highway #31; thence turn $51^{\circ}50'47''$ left to the tangent of a curve to the right, said curve having a radius of 1752.68 feet and run northerly along the arc of said curve and said road right of way for 16.26 feet to the point of beginning.

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