

Record and return to

The Closing Place, Inc

2194 Hwy A1A, Ste 105

Indian Harbour Bch. FL 32937

This instrument prepared
by and to be returned to:

Nanci Gardner

Florida Community Loan Fund, Inc.

501 North Magnolia Avenue. Suite 100

Orlando, FL 32801

ASSIGNMENT OF RENTS AND LEASES

Date: December 1, 2017

Assignor: EVANS CENTER, INC.
1151 Masterson Street
Melbourne, FL 32935

Loan Fund: FLORIDA COMMUNITY LOAN FUND, INC.
501 North Magnolia Avenue, Suite 100
Orlando, Florida 32801

KNOW ALL BY THESE PRESENTS that EVANS CENTER, INC. (the "Assignor") hereby conveys, transfers and assigns unto FLORIDA COMMUNITY LOAN FUND, INC. (the "Loan Fund"), all rights, interests and privileges, now existing or hereafter arising, under or in any way relating to the following (the "Collateral"):

(a) All of the leases now existing and hereafter made for the property, or any part thereof, described as:

Lot 20, 21, 22, 23 and 24, Block 3, Powell's Subdivision, as per plat thereof, recorded in Plat Book 3, page 84, of the Public Records of Brevard County, Florida

(collectively, the "Premises") together with all modifications, extensions, or renewals and all guarantees of lessees' obligations thereunder, and with all rents, income, royalties and profits due and becoming due therefrom.

(b) All security deposits paid or due under the leases, plus all interest which has or was required to have accrued thereon.

(c) All books and records of the Assignor or its agents relating to the management, repair, leasing and operation of the Premises including, but not limited to: all certificates of occupancy, licenses, permits, authorizations and approvals required by law and/or issued by any governmental authority with respect to the Premises, and copies of all plans and specifications for the Premises.

(d) All other agreements arising from or relating to the use or management of the Premises or any equipment, inventory, fixtures or services located therein or used in connection therewith, as such agreements may be from time to time modified, extended, renewed or guaranteed, together with the proceeds therefrom.

(e) Any award involving any of the Collateral made in any bankruptcy, insolvency or reorganization proceedings in any state or Federal Court.

All for good and valuable consideration received by Assignor from Loan Fund, the receipt and sufficiency of which is hereby acknowledged by Assignor, and to secure payment and performance to Loan Fund by Assignor, of all existing and future liabilities and obligations of Assignor to Loan Fund, whether absolute or contingent, direct or indirect, sole or joint or several, of any nature whatsoever and out of whatever transactions arising, without regard to the validity, enforceability or regularity thereof including, without limitation, interest costs and legal expenses incurred by Loan Fund in the collection and enforcement thereof, and for all extensions, amendments and modifications thereof (the "Obligations").

This Assignment is made pursuant to the following terms and conditions:

1. Until payment in full of all the Obligations made, Loan Fund is authorized either in its own name or in the name of Assignor, to do any and all things with reference to any Collateral that Assignor might or could have done but for this Assignment, including the rights: (a) to receive, collect and receipt for any and all rents or other payments due under the Collateral, the receipt by Loan Fund for such payments to be a full discharge therefor; (b) to endorse any warrants, checks, drafts or other orders which may be made payable to Assignor in connection with the Collateral; (c) to file, defend, settle, adjust and compromise all present and future claims arising out of any of the payments due or to become due under the Collateral; (d) to enter and take possession of the Premises and to manage and operate the same, to let or re-let the Premises or any part thereof, to cancel and modify leases or other agreements, and to evict tenants; (e) to make repairs, additions, improvements, or reconstruction of the Premises as Loan Fund deems appropriate; (f) to obtain insurance of such types and in such amounts as Loan Fund shall determine; (g) to pay all taxes, assessments or government charges which may become a lien on the Premises; and (h) to pay all costs necessary to maintain, protect or otherwise accomplish any of the purposes contained herein and to add such costs to the Obligations.

2. Loan Fund shall not be obligated to perform or discharge any obligation or duty undertaken by Assignor under the Collateral; and Assignor hereby agrees to indemnify Loan Fund against, and to save it harmless from, any and all liability arising from the Collateral or from this Assignment. This Assignment shall not place responsibility for the control, care, management or repair of the Premises upon Loan Fund, or make Loan Fund responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss

or injury or death to Assignor or to any tenant, licensee, employee or other person.

3. Assignor represents and warrants that: (a) it is the lawful owner of all rights under the Collateral and has the right to assign the Collateral and the revenues due or to become due thereunder; (b) no other Assignment of any interest therein has been made which has not been fully disclosed to Loan Fund or released; (c) it will not cancel, surrender or terminate any of the Collateral, exercise any option which might lead to such termination or change or modify the Collateral, or consent to the release of any party liable thereunder without the prior written consent of Loan Fund.

4. Assignor hereby authorizes Loan Fund to give notice in writing of this Assignment at any time to any tenant or other person having an interest in the Collateral.

5. Violation of any of the covenants, representations and provisions contained herein by Assignor shall be deemed a default under the terms of the Obligations.

6. The payment and performance in full of the Obligations shall render this Assignment automatically void with respect to the Premises and the Collateral.

7. The net proceeds collected by Loan Fund, after reimbursement of expenses incurred by Loan Fund under the terms of this Assignment, shall be applied in reduction of payments due by Assignor to Loan Fund under the Obligations.

8. Any failure or omission to enforce this Assignment for any period of time shall not impair its force or effect or prejudice the rights of Loan Fund to enforce it in the future, all matters herein contained being strictly discretionary on the part of Loan Fund. Neither acceptance of this Assignment and Collateral or the collection of the revenues hereby assigned shall constitute a waiver of any rights of Loan Fund under the terms of the Obligations.

9. Assignor agrees to provide Loan Fund with all agreements and leases as Loan Fund may request from time to time, and to execute and deliver such instruments and documents as Loan Fund may from time to time reasonably request in order to carry out the provisions and intent of this Assignment.

10. Assignor will: (a) perform all of Assignor's obligations under the Collateral; (b) give Loan Fund prompt notice of any default under the Collateral by Assignor or by any lessee or other obligee under the Collateral; (c) enforce the performance and observance of every condition of the Collateral; (d) not anticipate the rents under any lease for more than thirty days prior to accrual; (e) deliver to Loan Fund, upon written demand, a statement specifying the rents and other income received from the Collateral, the disbursements made for such period and the names of all lessees of the Premises; and (f) appear in and defend any action growing out of or in any manner connected with the Collateral or the obligations of any lessee, grantor or other obligee thereunder.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent purchaser of the Premises.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment the date stated above.

Signed and delivered in the presence of:

EVANS CENTER, INC. a Florida not for profit corporation

Rhonda Arsenault
Witness (Print Name) Rhonda Arsenault

Katherine L. Tom
Witness (Print Name) Katherine L. Tom

By: James A. Bartell
Name: James A. Bartell
Title: President

AND

Rhonda Arsenault
Witness (Print Name) Rhonda Arsenault

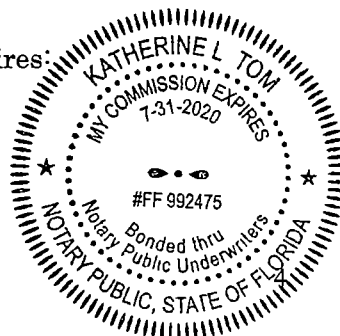
Katherine L. Tom
Witness (Print Name) Katherine L. Tom

By: Nathaniel Harris
Name: Nathaniel Harris
Title: Treasurer

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 1st day of DECEMBER 2017, by James A. Bartell, as President AND by Nathaniel Harris, as Treasurer of EVANS CENTER, INC. a Florida not-for-profit corporation, who is personally known to me or who provided _____ as identification.

My Commission Expires:



Katherine L. Tom
Notary Public, State of Florida
Print Name: _____