

Instr #2014023134 BK: 3093 PG: 96, Filed & Recorded: 5/7/2014 2:26 PM PAG Deputy Clk, #Pgs:5  
Don Barbee Jr, Clerk of the Circuit Court Hernando CO FL Rec Fees: \$44.00

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R-ENV

SCHWARTZ & ROMAN PLLC  
P O BOX 799  
DURHAM, NH 03824

DOCUMENT COVER PAGE

For those documents not providing the **required** space on the first page, this cover page must be attached.

It must describe the document in sufficient detail to prohibit its transference to another document.

An additional recording fee for this page must be remitted.

(Space above this line reserved for recording office use)

**Document Title:** Assignment of Lease  
(Mortgage, Deed, Construction Lien, Etc.)

**Executing Party:** Interconnect Cable Technologies Properties, LLC  
Board of County Commissioners, Hernando County, Florida  
Florida Business Development Corporation

**Legal Description:** \_\_\_\_\_  
(If Applicable)  
As more fully described in above described document.

**Return Document To / Prepared By:**  
Schwartz & Roman PLLC  
24 Newmarket Rd  
Durham NH 03824

**F.S. 695.26 Requirements for recording instruments affecting real property—  
(Relevant excerpts of statute)**

(1) No instrument by which the title to real property or any interest therein is conveyed, assigned, encumbered, or otherwise disposed of shall be recorded by the clerk of the circuit court unless:

(e) **A 3-inch by 3-inch space at the top right-hand corner on the first page** and a 1-inch by 3-inch space at the top right-hand corner on each subsequent page are reserved for use by the clerk of the court...

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**FLORIDA BUSINESS DEVELOPMENT CORPORATION  
ASSIGNMENT OF LEASE**

For value received, a loan to Interconnect Cable Technologies Properties, LLC (Borrower/Lessee), hereby assigns as collateral security all of its right, title and interest in and to that certain Lease May 8, 2012, by and between Borrower/Lessee, as Tenant/Lessee, and Hernando County a public body corporate (Landlord/Lessor) (see exhibit A), of the real property commonly described as **16090 Flight Path Drive, Brooksville, Florida**, together with and including any extensions or renewals of said Lease, to **Florida Business Development Corporation**, its successors and assigns.

The Lease, and as cited in the Lease is for a period of thirty (30) years, beginning on the 1st day of June 2012, and ending on the last day of May 31, 2042, with an option to renew for two (2) additional ten-year terms, at the discretion of the tenant.

This Assignment is made for the express purpose of securing to **Florida Business Development Corporation**, its successors and assigns, the payment of the obligations of the undersigned pursuant to a Promissory Note dated JANUARY 15 2014, in the amount of **Nine Hundred Forty Nine Thousand and 00/100 Dollars (\$949,000.00)** to **Interconnect Cable Technologies Properties, LLC** This Assignment shall continue in full force and effect so long as said Promissory Note shall remain unpaid. It is hereby agreed that any and all interest now owned or hereafter acquired by the Borrower/Lessee in said Lease, or any extensions or renewals thereof may be further assigned by Florida Business Development Corporation to any subsequent holder of the above-referenced Promissory Note. When and as the indebtedness of the Borrower/Lessee to Florida Business Development Corporation or any extension or renewal thereof has been paid in full, then this Assignment shall be void and of no further effect.

**Florida Business Development Corporation**, by acceptance of this Assignment, covenants and agrees to and with the Borrower/Lessee, that, until a default shall occur in the performance of the Borrower/Lessee covenants or in the making of the payments provided for in said Promissory Note, and any and all other instrument(s) securing the balance due, Florida Business Development Corporation will not assign lease, however, if the Borrower/Lessee is in default, Florida Business Development Corporation may, at its option, pay all the said rents, issues and profits in the name of the Borrower/Lessee or in its own name as assignee of said lease and/or assign said lease.

As long as the loan is unpaid, Florida Business Development Corporation shall have the independent right to exercise any option to renew the lease on behalf of Borrower/Lessee, and in the event Lessee should fail to exercise any such option Landlord/Lessor shall give Florida Business Development Corporation written notice thereof, and give ninety (90) additional days within which such option may be exercised.

In the event of default under such Lease, Landlord/Lessor agrees that it will not terminate the Lease or take any action to enforce any claim thereunder without giving the holder of the Note at least sixty (60) days prior written notice and the right to cure such default during such period or such longer time as may be reasonable if such default cannot be cured within such time.

**Florida Business Development Corporation** shall not become liable under the Lease merely by virtue of making payments of rent unless it should actively assume operation of the business being conducted upon the leased premises.

In the event of default under the Note and the further event the holder of the Note should take recourse to its collateral, Florida Business Development Corporation shall have the right to reassign the Lease to a third

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party without Landlord/Lessor's prior written consent, provided that such third party as a condition of such assignment shall assume all liabilities under the Lease and provided further that such assumption shall not relieve the original Borrower/Lessee of any liability to Landlord/Lessor.

The undersigned warrants that it is Borrower/Lessee pursuant to the Lease; that it will perform each and every covenant and agreement to be performed by it under the Lease; that the Lease has not been modified and is in full force and effect; not to modify without Lender's written consent or in any way alter any of the terms of the Lease, nor to terminate the Lease or accept a surrender of the Lease; that it will not accept prepayments, or waive or in any way release or allow substitution of performance under the terms of the Lease by Borrower/Lessee; that it will keep the premises insured with general public liability insurance and against loss from business interruption, fire, vandalism, malicious mischief, extended coverage and other physical damage for its full insurable value, or the unpaid balance of the indebtedness, whichever is greater, and in amount sufficient to prevent the undersigned from becoming a coinsurer within the terms of any policy or policies covering the premises with **Florida Business Development Corporation**, its successors and assigns, named as loss payee therein as its interest may appear; that the Lease is free and clear of any and all liens and encumbrances; that the Lease has not been previously pledged or assigned to any other party; that it is not in default of any of the terms of the Lease and that it has full power and right to assign the Lease hereunder.

Any default under the terms of the Promissory Note, or in the terms and conditions of any agreement securing the balance due, or breach of any of the covenants and warranties contained herein, shall cause the entire unpaid balance of principal and interest of the Promissory Note to become due and payable in full immediately, at the option of **Florida Business Development Corporation**.

Date: January 15<sup>th</sup>, 2013 2014

**BORROWER/LESSEE:**  
**Interconnect Cable Technologies Properties, LLC**

By: [Signature]  
Sareet Majumdar, Managing Member

By: [Signature]  
Signature of Witness

STATE OF FLORIDA  
COUNTY OF Hernando

BEFORE ME, the undersigned authority duly authorized to take oaths and acknowledgments personally appeared Sareet Majumdar as Managing Member of Interconnect Cable Technologies Properties, LLC, to me known and he acknowledged to and before me that he executed said instrument for the purposes therein contained as Managing Member on behalf of Interconnect Cable Technologies Properties, LLC. He is personally known to me or has produced N/A as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 15<sup>th</sup> day of January, 2014, 2013.

[Signature]  
Notary Public/State of Florida



Exhibit A

This agreement is hereby consented to by:

**Landlord:**  
**Board of County Commissioners**  
**Hernando County, Florida**

By: Wayne Dukes  
Wayne Dukes, Chairman

**Concurrence**  
**Hernando County Aviation Authority**

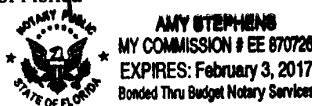
By: Dennis Wilfong  
Dennis Wilfong, Chairman

STATE OF FLORIDA  
COUNTY OF HERNANDO

BEFORE ME, the undersigned authority duly authorized to take oaths and acknowledgments personally appeared Wayne Dukes as Chairman of Hernando County Board of County Commissioners, to me known and he acknowledged to and before me that he executed said instrument for the purposes therein contained as Chairman on behalf of Hernando County Board of County Commissioners. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of April, 2014.

Amy Stephens  
Notary Public/State of Florida

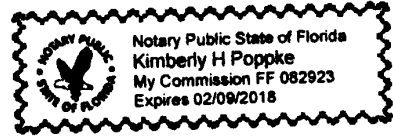


STATE OF FLORIDA  
COUNTY OF HERNANDO

BEFORE ME, the undersigned authority duly authorized to take oaths and acknowledgments personally appeared Dennis Wilfong, Chairman of Hernando County Aviation Authority, to me known and he acknowledged to and before me that he executed said instrument for the purposes therein contained as Chairman on behalf of Hernando County Aviation Authority. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of April, 2014.


Kimberly H Poppke  
Notary Public/State of Florida



[Signature]  
Notary Public/State of Florida

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**ASSIGNMENT:** CDC assigns this Assignment of Lease to SBA.

By:  \_\_\_\_\_ Date: 4/28/14

Emmanuel J. Manos, President and authorized officer of CDC.