Prepared By and Return To:
Marion County Community Services
2710 E. Silver Springs Blvd.
Ocala, Florida 34470

Rec. Fees: ______________

Parcel ID No.: Confidential per FL Statute 39.908(1)
Owner: CASA Marion, LLC

ASSIGNMENT AND ASSUMPTION OF MORTGAGE AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF MORTGAGE AND OTHER LOAN DOCUMENTS (hereinafter referred to as the "Agreement") is made and entered into as of this __1st____ day of _____July______, 2026, by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 (hereinafter referred to as the "Lender"), CASA Marion, LLC, a not-for-profit corporation organized under the laws of the State of Florida, whose corporate address is PO Box 414, St Petersburg, FL 33731, FEIN # 59-2114359 (hereinafter referred to as the "Original Borrower") and LOTUS Marion, a not-for-profit corporation organized under the laws of the State of Florida, whose corporate address is to remain confidential per FL Statute 39.908(1), FEIN # 93-4001138, (hereinafter referred to as the "Borrower").

WITNESSETH:

WHEREAS, Lender is the holder and owner of the following documents (hereinafter collectively referred to as the "Loan Documents"):

A. Promissory Note dated July 23, 2024, in the original principal face amount of Two Million Six Hundred Ninety Thousand Three Hundred Five Dollars and 68/100 Cents ($2,690,305.68) executed and delivered by Original Borrower in favor of Lender and recorded at Official Records Book 8390, Pages 260 - 270 of the public records of Marion County, Florida (hereafter referred to as the "Note"). Original Borrower and Borrower each hereby acknowledging receipt of a copy of same in its entirety;

B. Mortgage Lien for Real Property Acquired or Improved in Whole or in Part with CDBG Funds given by Original Borrower as "Mortgagor" to Lender as "Mortgagee" dated July 23, 2024, and recorded at Official Records Book 8390, Pages 260 - 270 of the public records of Marion County, Florida (hereafter referred to as the "Mortgage"), and which Mortgage encumbers the real property as described therein. Original Borrower and Borrower each hereby acknowledging receipt of a copy of same in its entirety;

C. Agreement entered into by Original Borrower and Lender dated June 4, 2024 and entitled Marion County Standard Professional Facilities Agreement Community

Development Block Grant Program (CDBG), by which Original Buyer agreed to certain terms with regard to the use of the real property encumbered by the Mortgage (hereafter referred to as the "Professional Facilities Agreement"). Original Borrower and Borrower each hereby acknowledging receipt of a copy of same in its entirety;

WHEREAS, Original Borrower is desirous of conveying the property encumbered by the Mortgage (hereinafter referred to as the "Property") to Borrower, provided Borrower, among other things, assumes the Note, Mortgage and Professional Facilities Agreement (collectively the Loan Documents) made by Lender to Original Borrower and all of the duties and obligations of Original Borrower pursuant to the Loan Documents and Borrower is willing to assume the Loan and the duties and obligation of Original Borrower under the Loan Documents, as hereinafter provided; and,

WHEREAS, Borrower desires to receive said Property and formally assume and perform all of the covenants and conditions contained in the Note, the Mortgage and the Professional Facilities Agreement, (all Loan Documents) as partial consideration for its purchase of the Property and as consideration for Lender's willingness to consent to the sale of the Property which is encumbered by the Loan Documents; and,

WHEREAS, the Loan Documents expressly prohibit the conveyance of the Property without the express written consent of Lender; and,

WHEREAS, Lender is unwilling to give its consent to the transfer of the Property to Borrower unless Borrower shall assume all of the obligations heretofore imposed by the Loan Documents upon Original Borrower;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS ($10.00) and in consideration of the mutual covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. **Incorporation of Recitals and Exhibits**. The parties confirm and agree that the above recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The content of all documents referenced in this Agreement and those attached hereto are also incorporated into the terms of this Agreement for all purposes.

2. **Assignment of Loan Documents**. The Original Borrower hereby assigns to Borrower all of Original Borrower's right, title and interest in the Loan and all of the benefits, duties and obligations of the Original Borrower under the Loan and Loan Documents from and after the date hereof.

3. **Assumption of Obligations under the Loan Documents.** Borrower hereby expressly assumes all of the Original Borrower's right, title and interest in the Loan and all of the benefits, duties and obligations of the Original Borrower under the Loan and Loan Documents from and after the date hereof, and agrees to perform all covenants, conditions, duties and obligations contained therein and agrees to

pay the Note and the obligations evidenced thereby in a prompt and timely manner in accordance with the terms thereof.

4. **Compliance**. Original Borrower affirms, warrants, represents and covenants that it has performed no act to breach any term contained in the Loan Documents and is fully liable for any misrepresentation regarding same.

5. **Consent to Conveyance**. Lender hereby consents to the transfer of the Property to Borrower, and the assignment of the Loan by Original Borrower to Borrower and the assumption by Borrower of the benefits, duties and obligations of the Original Borrower under the Loan Documents from and after the date hereof, but Lender expressly reserves the right to withhold its consent to any future sale or transfer of the Property, as provided for in the Mortgage. Lender further acknowledges that there has been no Event of Default under the Loan Documents and that no event has occurred that with the passage of time would be considered an Event of Default.

6. **Warranties and Representations**. Original Borrower warrants, represents, covenants and agrees that there have been no other assignments, pledges, transfers or encumbrances of the Loan or Loan Documents and that Original Borrower has full right, power, authorization and capacity to enter into this Agreement and to assign the Loan and Loan Documents as set forth herein. Original Borrower further represents that it is in full compliance with all of its obligations under the Loan Documents and that no Event of Default under the Loan Documents has occurred nor has any event occurred that with the passage of time would be considered an Event of Default.

   Borrower affirms, warrants, represents and covenants that Borrower has no defenses and no rights of set-off against Lender or against the payment, collection or enforcement of the indebtedness evidenced by the Note owed to Lender and secured by the Mortgage. Borrower further warrants and represents as follows:

   A. Borrower has done no acts nor omitted to do any act which might prevent Lender from, or limit Lender in, acting upon or under any of the provisions herein, in the Mortgage, in the Note or any other Loan Document;

   B. Borrower is not prohibited under any other agreement with any other person or any judgment or decree, from the execution and delivery of this Assumption Agreement, the performance of each and every covenant hereunder or under the Mortgage, the Note or any other Loan Document;

   C. No action has been brought or threatened which would in any way interfere with the right of Borrower to execute this Assumption Agreement and perform all of Borrower's obligations contained herein, in the Note, in the Mortgage or in any other Loan Document;

   D. All financial statements of Borrower, if any, are true and correct in all respects, fairly present the respective financial conditions of the subjects thereof, as of the respective dates thereof and no material adverse change has occurred that would affect Borrower's, if any, ability to repay the indebtedness evidenced by the Note and secured by the Mortgage;

E. Borrower is duly formed, validly existing and in good standing under the laws of the State of Florida and represents that it has full right, power, capacity and authority to enter into and to assume the Loan and Loan Documents as set forth herein.

7. **Acknowledgements**. Borrower acknowledges that:

I. Borrower acknowledges that:

A. The Loan Documents are in full force and effect; and,

B. The principal balance of the loan as represented by the aforesaid Note as of the date of this Agreement is TWO MIILLION SIX HUNDRED NINETY THOUSAND THREE HUNDRED FIVE DOLLARS AND 68/100 CENTS ($2,690,305.68) and principal and interest are unconditionally due and owing to Lender as provided in the Note;

II. Lender's Release of Original Borrower

A. Upon the execution of this Agreement by all parties, Lender hereby unconditionally and irrevocably releases, acquits, and forever discharges Original Borrower from any and all duties, liabilities, obligations, covenants and claims arising under or in connection with the Loan Documents, whether accruing before, on or after the Effective Date of the Agreement. Lender agrees to look solely to the Borrower for the satisfaction of all obligations under the Loan Documents; and,

B. Effective as of the Effective Date of the Agreement, Lender, Original Borrower and Borrower hereby agree that this Agreement shall constitute a novation of the Note and Mortgage. Lender acknowledges and accepts Borrower as the obligor under the Loan Documents, in complete substitution of Original Borrower. All prior rights, duties, liabilities and obligations of Original Borrower under the Note and Mortgage are hereby extinguished.

III. Borrower's Indemnification of Original Borrower

Borrower agrees to indemnify, hold harmless and defend the Original Borrower against any liability, loss or expense under the Note, Mortgage and Loan Documents from and after the date of this Agreement.

8. **Recordation**. The recording of this Agreement on the public records shall evidence the closing of the transaction described herein.

9. **<u>Paragraph Headings</u>**. The paragraph headings used herein are for convenience of reference only and shall not be used in the interpretation or construction hereof.

10. **<u>Governing Law</u>**. This Agreement shall be governed, interpreted and construed by, through and under the laws of the State of Florida with venue in Marion County, Florida.

11. **<u>Time of the Essence</u>**. Time is of the essence of this Agreement.

12. **<u>Attorneys' Fees</u>**. All costs incurred by Lender in enforcing this Assumption Agreement and in collection of sums due Lender from Borrower, to include, without limitation, reasonable attorneys' fees through all trials, appeals, and proceedings, to include, without limitation, any proceedings pursuant to the bankruptcy laws of the United States and any arbitration proceedings, shall be paid by Borrower.

13. **<u>Binding Effect</u>**. This Assumption Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.

<u>Remainder of page intentionally left blank. Signature page follows.</u>

IN WITNESS WHEREOF, the Parties have entered into this Assumption Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:

____
Gregory C. Harrell, Clerk
Date: ______________________________

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: ______________________________
Printed Name: Carl Zalak III
Its: Chairman
Date: ______________________________

WITNESS:

Sarah L. 6/17/26
Sign Name: Date

Sarah Libes
Print Name

6/17/26
Sign Name: Date

Kelly Dolan
Print Name

CASA MARION, LLC

By: Lariana Forsythe
Print Name: Lariana Forsythe
Title: CEO
Date: 6/17/26

STATE OF FLORIDA
COUNTY OF ~~MARION~~ Pinellas

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 17 day of June, 2026, by Lariana Forsythe (insert name) as CEO (insert title) of CASA MARION, LLC, who is personally known to me ✓ or produced ____ as identification.

SEAL

SARAH HIRSCHMAN LIBES
Commission # HH 773096
Expires March 23, 2030

____
Signature - Notary Public
Print Name: Sarah Hirschman Libes
My Commission Expires: 3/23/2030

WITNESS:

6/23/26

Sign Name: Date

Heather Berry

Print Name

6.23.26

Sign Name: Date

Lauren Blaugh

Print Name

LOTUS MARION

By: [signature] UMHC

Print Name: Elizabeth Weber

Title: Executive Director

Date: 6/23/2026

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 23 day of June, 2026, by Elizabeth Weber (insert name) as Executive Director (insert title) for LOTUS MARION, who is personally known to me X or produced _______ as identification.

SEAL

PAUL E. FLETCHER, JR.
Notary Public
State of Florida
Comm# HH648185
Expires 3/5/2029

Signature - Notary Public
Print Name: Paul E Fletcher Jr
My Commission Expires: 3-5-29