

## ASSIGNMENT OF RENTS

THIS INDENTURE WITNESSETH that WESTFIELD COMMUNITY DEVELOPMENT CORPORATION (“Assignor”), for good and valuable consideration hereby conveys, transfers and assigns unto REGIONS BANK, as Trustee (“Assignee”), its successors and assigns, all rents, income, charges and profits due and becoming due therefrom, which the Assignor as lessor has and may have in the leases now existing or hereafter made and affecting the real property described on Exhibit A attached hereto (the “Property”), as said leases may have been, or may from time to time be hereafter modified, extended or renewed. The Assignor will, on request of the Assignee, execute further assignments of any future leases affecting any part of the Property.

In addition to said rentals, fees, charges, income and profits, Assignor hereby assigns to Assignee any award made hereafter to Assignor in any court proceeding involving any of said leases in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court, and any and all payments made by lessees in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any such action and/or to collect any such award or payment.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of said leases, and the Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from, any and all liability arising from any of said leases or from this Assignment, and this Assignment shall not place responsibility for the control, care, management or repair of the Property upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, guest, invitee, licensee, employee or stranger.

The Assignor covenants and represents that it has full right and title to assign the rents, fees, charges, income and profits due or to become due under said leases, and that said Assignor will not hereafter cancel, surrender or terminate any of said leases, exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of the lessee’s interest in them without the prior written consent of the Assignee.

Assignor hereby authorizes the Assignee to give notice in writing of this Assignment at any time to any tenant or other occupant of the premises under any of said leases or otherwise.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

Notwithstanding any provision hereof which might be construed to the contrary, the assignment effected hereby is intended to be an absolute assignment from Assignor to Assignee of the rents herein described and not merely the passing of a security interest. Such rents are hereby assigned absolutely by Assignor to Assignee.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be executed by its duly authorized representative this 3<sup>rd</sup> day of January, 2012.

**SIGNATURE PAGE TO ASSIGNMENT OF RENTS**

**“ASSIGNOR”**

WESTFIELD COMMUNITY  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF INDIANA        )  
                                          ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Westfield Community Development Corporation, and acknowledged the execution of the foregoing for and on behalf of said corporation.

Witness my hand and Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public – Signature

\_\_\_\_\_  
Notary Public – Printed

My Commission Expires:  
  
\_\_\_\_\_

My County of Residence:  
  
\_\_\_\_\_

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. James T. Crawford, Jr.

This instrument prepared by James T. Crawford, Jr., Attorney-At-Law, Krieg DeVault LLP, 949 East Conner Street, Suite 200, Noblesville, Indiana 46204.

**EXHIBIT A**

**[Legal Description of Leased Property]**

[TO COME FROM TITLE INSURANCE COMMITMENT]