

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE, made and entered into this 1st day of May, 1978, by and between JACK C. MOLINE and CHARLOTTE MOLINE, his wife, and GLEN J. SCHOESSOW and EVELYN SCHOESSOW, his wife, hereinafter collectively referred to as "Assignor" and CAPE SHORES FACILITIES, INC., a Florida corporation, hereinafter referred to as "Assignee";

W I T N E S S E T H :

WHEREAS, the Assignor is the Lessor under a certain Long Term Lease, covering lands located in Brevard County, Florida, and more fully described in Addendum "A", which is attached hereto and made a part hereof by reference, said instrument being recorded in Official Records Book 1215 at Pages 136 through and including 155, together with Addendums and Amendments thereto, recorded in Official Records Book 1259 at Pages 504 and 505; Official Records Book 1410, Pages 301 and 302; Official Records Book 1487 at Pages 672 and 673; and Official Records Book 1914 at Page 387, all of the foregoing being recorded among the Public Records of Brevard County, Florida, hereinafter collectively referred to as the "Lease"; and,

WHEREAS, the Assignor desires to assign unto the Assignee, Assignor's interest as Lessor under the Long Term Lease aforescribed; and

WHEREAS, the Assignee is willing to assume all of the rights, liabilities, and responsibilities of the Lessor as provided in said instruments;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations passing between the parties, receipt of which is hereby acknowledged, be it agreed as follows, to-wit:

1. That the foregoing recitals are true and are incorporated herein by reference.
2. That the Assignor does by these presents, set over, assign and quitclaim unto the Assignee, all right, title and interest

247137
11-11-78 11:34

held by Assignor as Lessor under the Lease.

3. That the Assignor represents to and covenants with the Lessee that Assignor's interest as Lessor is unencumbered, free of any obligation, except as set forth in the Lease, and is otherwise in good standing.

4. That the Assignee does hereby agree to be bound by each and every of the covenants, conditions and obligations imposed upon the Lessor in the Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Ruth A. Barnett

Cheryl Layton

Jack C. Moline (SEAL)
Jack C. Moline

Charlotte Moline (SEAL)
Charlotte Moline

Signed, sealed and delivered in the presence of:

3 Barbara Renshaw

4 Nelda Acosta
6551

1 Glen J. Schoessow (SEAL)
Glen J. Schoessow

2 Evelyn Schoessow (SEAL)
Evelyn Schoessow

"Assignor"

CAPE SHORES FACILITIES, INC.

By William A. Brown
William A. Brown, President

ATTEST
By Paul E. Thompson
Secretary

"Assignee"

STATE OF FLORIDA)
COUNTY OF BREVARD)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 16th day of June, 1978, by Jack C. Moline and Charlotte Moline, his wife.

Ruth A. Barnett
Notary Public, State of Florida

Notary Public, State of Florida at Large
My Commission Expires Jan. 21, 1981
Bonded by American Fire & Casualty Company
My Commission expires:
RUTH A. BARNETT
NOTARY PUBLIC
STATE AT LARGE

STATE OF Texas) 5
COUNTY OF Collin) 6

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 20 day of June, 1978 by Glen J. Schoessow and Evelyn Schoessow, his wife.

Mellicene P. Tomach
Notary Public, State of Texas

My commission expires: 6-1-79

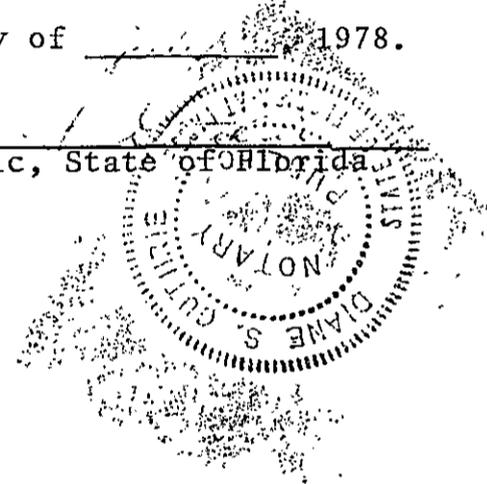


STATE OF FLORIDA)
COUNTY OF BREVARD)

I HEREBY CERTIFY that the foregoing instrument was acknowledged by William A. Brown, as President, and Anne Thompson, as Secretary of Cape Shores Facilities, Inc., a Florida corporation, on behalf of said Corporation, this 22nd day of June, 1978.

Diane S. Cutler
Notary Public, State of Florida

My commission expires: Notary Public, State of Florida at Large
My Commission Expires Sept. 26, 1981
Bonded by American Fire & Casualty Company



A tract of land lying in Section 22 and 23, Township 24 S., Range 37 East, Brevard County, Florida, described as follows: Commence at the Southwest corner of Section 23 thence run N. 0 degrees 56 minutes, 30 Seconds East 640.25 feet along the West line of Section 23 to the Point of Beginning; thence run North 89 degrees, 08 minutes 40 seconds West, 75.0 feet parallel with the South line of Section 23; thence run North 0 degrees 56 minutes 30 seconds East 75.0 feet; thence run South 89 degrees, 08 minutes, 40 seconds East 350.0 feet; thence run S. 0 degrees 56 minutes 30 seconds West 75.0 feet; thence run North 89 degrees 08 minutes 40 seconds West 275.0 feet to the Point of Beginning.