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PARTIES:

FIRST PARTY-REHAB FINANCIAL GROUP LP
SECOND PARTY-AMERANT BANK NATIONAL ASSOCIATION

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**ASSIGNMENT OF PROMISSORY NOTES, SECURITY INSTRUMENTS AND OTHER LOAN
DOCUMENTS**

REHAB FINANCIAL GROUP, LP, a Pennsylvania limited partnership,

(Borrower)

to

AMERANT BANK, NATIONAL ASSOCIATION
(Lender)

Dated: February 6, 2025

ASSIGNMENT OF PROMISSORY NOTES, SECURITY INSTRUMENTS AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT OF PROMISSORY NOTES, SECURITY INSTRUMENTS AND OTHER LOAN DOCUMENTS (as amended, modified, waived, supplemented, extended, restated or replaced from time to time, this "Assignment"), is made as of February 6, 2025, by **REHAB FINANCIAL GROUP, LP, a Pennsylvania limited partnership** (together with its successors and permitted assigns, "Borrower") for the benefit of **AMERANT BANK, NATIONAL ASSOCIATION** (in such capacity, together with its successors and assigns, "Lender").

RECITALS

A. Borrower made the loans more particularly set forth on Exhibit A attached hereto and made a part hereof (each an "Underlying Loan") to the borrowers set forth on Exhibit A attached here and made a part hereof (each an "Underlying Borrower" and collectively, the "Underlying Borrowers"), which Underlying Loans are evidenced by the promissory notes referenced on Exhibit A attached hereto and made a part hereof (each a "Note" and collectively, the "Notes"), and are secured by the mortgages/deeds of trust/deeds to secured debt referenced on Exhibit A attached hereto and made a part hereof (each a "Security Instrument" and collectively, the "Security Instruments") Guarantors") (the Notes, Security Instruments, UCC-1 financing statements, all title policies, all guaranties and all other documents executed and/or delivered to Borrower in connection with each of the Underlying Loans, as same may be amended or restated and supplemented from time to time, are hereinafter, the "Underlying Loan Documents").

B. Lender is making a loan to Borrower in the original principal amount of \$35,000,000.00 (the "Loan") evidence by a promissory note dated on or about the date hereof from Borrower in favor of Lender in the original principal amount of \$35,000,000.00 (as same may be amended or restated, the "Note"), subject to the terms of that certain Loan Agreement, dated of even date herewith (as amended, modified, restated, replaced, waived, substituted, supplemented or extended from time to time, the "Loan Agreement"), by and between Borrower, as borrower, and Lender, as lender;

C. As security for making the Loan to Borrower, Lender has required that Borrower grant a security interest to Lender in the Collateral (defined below), including, among other things, Borrower's interest in each of the Underlying Loan Documents, subject to the terms and conditions set forth in this Assignment; and

D. It is a condition precedent to the effectiveness of the Loan Agreement and the obligation of Lender to make the Loan under the Loan Agreement that Borrower shall have executed and delivered this Assignment.

NOW, THEREFORE, based upon the foregoing Recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Borrower, intending to be legally bound, hereby agrees as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Definitions.

(a) Unless otherwise defined in this Assignment, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

(b) All terms used in the UCC, and used but not specifically defined herein are used herein as defined in the UCC.

(c) "Indebtedness" means the obligations under the Note and the other Loan Documents.

(d) "Loan Documents" means the Note, the Loan Agreement and all other loan documents executed by Borrower in favor of Lender in connection with the Loan.

(e) "Notice of Enforcement" A notice from Lender to Underlying Borrower and/or any other party to any Underlying Loan Document stating that Borrower has defaulted on its Loan from Lender and instructing such party to pay all current and future amounts due to Borrower directly to Lender, and attorn in respect of all other obligations thereunder directly to Lender.

(f) "Obligations" means all obligations under the Note and the other obligations from Borrower in favor of Lender in connection with the Loan.

(g) "UCC" shall mean the Uniform Commercial Code as in effect on the date hereof in the State of Pennsylvania.

(h) "Underlying Loan Documents" means the documents and instruments creating, evidencing, securing or governing the Underlying Loans, including without limitation the documents referenced in the Recitals.

ARTICLE 2

SECURITY INTEREST

Section 2.1 Pledge and Grant of Security Interest.

(a) To secure the prompt payment and performance in full when due, whether by lapse of time or otherwise, of the Indebtedness and the Obligations, Borrower hereby grants, transfers, assigns, pledges, sells and conveys to Lender a continuing security interest in any and all right, title and interest of Borrower in and to the following, whether now owned or hereafter acquired, now existing or hereafter created and wherever located (collectively, the "Collateral"):

- (i) the Underlying Loans;
- (ii) all income related to the Underlying Loans;

(iii) all Underlying Loan Documents, together with all files, documents, instruments, surveys, certificates, appraisals, accounting records and other books and records relating thereto and all assignments of the foregoing;

(iv) all collateral, security interests, rights and other interests under or with respect to the Underlying Loans, together with all proceeds, increases, substitutions, products, offspring, accessions and attachments thereto;

(v) all claims, payments and proceeds from, to and under all insurance policies (including any mortgage insurance and guaranties [issued by governmental agencies or otherwise]), certificates of insurance, or other document evidencing such insurance and the rights to enforce payment of insurance proceeds, in each case to the extent they relate to the Underlying Loans;

(vi) all servicing fees to which Borrower or any servicer under the Underlying Loans is entitled and all servicing and other rights relating to the Underlying Loans;

(vii) any collection account, escrow account, reserve account, collateral account or lock-box account related to the Underlying Loans to the extent of Borrower's interest therein, including all moneys, cash, deposits, securities or investment property from time to time on deposit therein;

(viii) rights of Borrower under any letter of credit, guarantee, warranty or other credit support or enhancement related to the Underlying Loans;

(ix) all collateral, however defined, relating to the Underlying Loans, under any of the agreements between an Obligor or an Affiliate on the one hand and Borrower on the other hand;

(x) all other agreements, instruments or contracts relating to, constituting, or otherwise governing, any or all of the foregoing to the extent they relate to the Underlying Loans, including, without limitation, the right to receive principal and interest payments and any related fees, breakage fees, late fees and penalties with respect to the Underlying Loan and the right to enforce such payments;

(xi) collectively, the right, title and interest of Borrower in the exit fees and make whole fees and all of Borrower's, and/or Underlying Loan Administrative Agent's rights to receive payments, receipts, refunds, abatements, revenues, interest, municipal personnel or services or other rights or benefits whatsoever under any economic incentive agreements; and

(xii) any and all replacements, substitutions, conversions, distributions on or proceeds of, from or on any and all of the foregoing.

(b) Borrower and Lender hereby acknowledge and agree that the security interest created hereby in the Collateral constitutes continuing collateral security for all of the Indebtedness and the Obligations, whether now existing or hereafter arising.

(c) For the avoidance of doubt and not by way of limitation of the foregoing: (i) each item of Collateral secures the obligations of Borrower with respect to the Indebtedness and the other Obligations; and (ii) as Borrower originates additional loans, each such loan and the

documents evidencing and securing such additional loans, shall be deemed to constitute an Underlying Loan and Underlying Loan Documents. Without limiting the generality of the foregoing, Borrower shall deliver to Lender: (i) an updated Exhibit A upon written request, but no later than monthly; and (ii) the original of each Underlying Note as and when executed together with an allonge in favor of Lender with respect to each Underlying Note, whether now or hereafter existing.

Section 2.2 Obligations Under the Collateral.

(a) Anything herein to the contrary notwithstanding, Borrower shall remain liable under the Collateral to observe and perform all of the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such item of Collateral. Lender shall not have any obligation or liability under the Collateral (or any agreement giving rise thereto), by reason of or arising out of this Assignment or the receipt by Lender of any payment relating to such Collateral, nor shall Lender be obligated in any manner to perform any of the obligations of Borrower under or pursuant to any Collateral (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Collateral (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Borrower shall collect and deliver and cause the collection and delivery of all amounts related to the Collateral to the extent required by, and in the manner provided in, the Loan Agreement.

Section 2.3 Delivery of the Collateral; Perfection of Security Interest. Borrower hereby agrees that:

(a) Financing Statements. Borrower hereby authorizes Lender to prepare and file such financing statements (including renewal statements) or amendments or supplements thereto or other instruments as Lender may from time to time deem reasonably necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the UCC. Borrower shall also execute and deliver to Lender such agreements, assignments or instruments and do all such other things as Lender may deem reasonably necessary or appropriate (i) to assure to Lender its security interests hereunder are perfected, including such financing statements (including renewal statements) or amendments thereof or supplements thereto or other agreements or instruments as Lender may from time to time reasonably request (including, without limitation, control agreements or securities intermediary agreements) in order to perfect and maintain the security interests granted hereunder, or as required by any other personal property security legislation in the appropriate jurisdictions, (ii) to consummate the transactions contemplated hereby and (iii) to otherwise protect and assure Lender of its rights and interests hereunder. In the event for any reason the law of any jurisdiction other than Florida becomes or is applicable to the Collateral or any part thereof, or to any of the Indebtedness or the Obligations, Borrower agrees to execute and deliver all such instruments and to do all such other things as Lender reasonably deems necessary or appropriate to preserve, protect and enforce the security interests of Lender under the law of such other jurisdiction (and, if Borrower shall fail to do so promptly upon the written request of Lender, then Lender may execute any and all such requested documents on behalf of Borrower pursuant to the power of attorney granted herein regardless of whether an Event of Default then exists).

(b) Delivery of Underlying Loan Documents and Collateral. Borrower will promptly deliver to Lender, all additional property which may now or hereafter constitute a part of the Collateral upon receipt by Borrower of such Collateral, together with, to the extent reasonably requested by Lender, proper instruments of transfer and assignment, if necessary, to perfect (and during the continuance of an Event of Default realize on) the security interest hereby granted.

Section 2.4 Security Interest Absolute. All rights of Lender, and the security interest granted hereunder, and all of the obligations of Borrower hereunder, shall be absolute, irrevocable and unconditional, irrespective of:

(a) any lack of validity, legality or enforceability of the Loan Agreement or any other Loan Document;

(b) any change in any term of all or any of the rights, duties, agreements or obligations of Borrower under any Loan Document, or any other amendment or waiver of or any consent to any departure from any provision of any Loan Documents;

(c) any amendment, modification or increase to the Indebtedness or the Obligations;

(d) any exercise or failure to exercise by Lender of any right, remedy, power or privilege under the Loan Documents;

(e) the insolvency of Borrower or any Affiliate of the Borrower;

(f) the release or substitution of Borrower or any other Person liable for the Indebtedness or the Obligations;

(g) the release of, foreclosure or termination of any Lien on the Underlying Loan or any other collateral under the Loan Documents; or

(h) any other circumstance that might otherwise constitute a defense available to, or a discharge of, Borrower (other than the full payment of the Indebtedness and performance and discharge of the Obligations).

Section 2.5 Payments. All payments by Borrower under this Assignment shall be in immediately available dollars and without deduction, defense, setoff or counterclaim.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants on and as of the date of this Assignment as follows:

Section 3.1 Collateral. Borrower is the legal and beneficial owner of the Underlying Loans, free and clear of any lien, and Borrower has not sold, transferred, pledged or assigned any of its interest in any portion of the Collateral and no financing statement covering the Collateral or any part of proceeds thereof is on file in any public office other than those in favor of Borrower. There exists no "adverse claim" within the meaning of Section 8-102 of the UCC with respect to the Collateral. The exercise by Lender of its rights and remedies hereunder in

accordance with the UCC, this Assignment and the Loan Documents will not violate any Legal Requirements or the terms of the Collateral.

ARTICLE 4

COVENANTS

From the date hereof until the Indebtedness is paid in full, Borrower shall perform and observe the following covenants:

Section 4.1 Protection of Lender's Interest in Collateral. Borrower shall not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any lien on, any Collateral other than (i) the sale, assignment or other transfer of the Underlying Loan to the extent Lender has released the Underlying Loan as Collateral, and (ii) as expressly permitted by the Loan Agreement. Borrower will promptly notify Lender of the existence of any lien on any Collateral, and Borrower shall defend the right, title and interest of Lender in, to and under the Collateral against all claims of third parties. Borrower shall promptly execute and deliver at its expense all further instruments and documents and take all further action that may be reasonably necessary and desirable or that Lender may reasonably request in order to (i) perfect and protect the security interest created hereby in the Collateral (including, without limitation, execution and filing of UCC financing statements and any and all other actions reasonably necessary to satisfy Lender that Lender has obtained a first priority perfected security interest in all Collateral); (ii) enable Lender to exercise and enforce its rights and remedies hereunder in respect of the Collateral; and (iii) otherwise effect the purposes of this Assignment.

Section 4.2 Modification of Underlying Loan Documents. Other than in the ordinary course of business consistent with Borrower's prior business practices, Borrower shall not modify the Underlying Loan Documents in any material respect without the prior written consent of Lender.

ARTICLE 5

EVENTS OF DEFAULT

Section 5.1 Remedies.

(a) **General Remedies.** Upon the occurrence of an Event of Default, in addition to the rights and remedies provided herein, in the Loan Documents or by applicable Legal Requirements (including, but not limited to the rights and remedies of a secured party as set forth in the UCC), Lender may, with or without judicial process or the aid and assistance of others (to the extent permitted by applicable Legal Requirements):

(i) enter on any premises on which any of the Collateral may be located and, without resistance or interference by Borrower take possession of the Collateral; including without limitation, take physical possession of all files of Borrower or any third party acting for Borrower relating to the Collateral and all documents relating to the Collateral which are then or may thereafter come into the possession of Borrower or any third party acting for the Borrower, and the Borrower shall deliver to Lender such assignments as Lender shall request, and Lender shall have the right to appoint any Person to act as the servicer for the Collateral,

- (ii) dispose of any Collateral,
- (iii) require Borrower to assemble and make available to Lender at the expense of Borrower any Collateral at any place and time designated by Lender which is reasonably convenient to both parties,
- (iv) remove any Collateral from any such premises for the purpose of effecting the sale or other disposition thereof,
- (v) send any Notice of Enforcement,
- (vi) complete any assignments, allonges, endorsements, powers or other documents or instruments executed in blank and held by Lender; and/or
- (vii) upon demand and notice to Borrower with thirty (30) days advance notice prior to the sale, but without advertisement, hearing or process except as required by applicable Legal Requirements, at any place and time or times, sell and deliver any or all Collateral held by or for it at public or private sale, by one or more contracts, in one or more parcels, for cash, upon credit or otherwise (including to itself or its designee by a credit bid or otherwise), at such prices and upon such terms as Lender deems advisable, in its discretion (subject to compliance with applicable mandatory Legal Requirements).

Neither Lender's compliance with any applicable state or federal law in the conduct of such sale, nor its disclaimer of any warranties relating to the Collateral, shall be considered to adversely affect the commercial reasonableness of such sale. To the extent the rights of notice cannot be legally waived hereunder, Borrower agrees that any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to Borrower in accordance with the notice provisions of Section 7.10 hereof at least ten (10) business days before the time of sale or other event giving rise to the requirement of such notice. Lender shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. To the extent permitted by applicable Legal Requirements, Lender may be a purchaser at any such sale. To the extent permitted by applicable Legal Requirements, Borrower hereby waives all of its rights of redemption with respect to any such sale. Subject to the provisions of applicable Legal Requirements, Lender may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, provided that Lender gives Borrower further notice in accordance with the foregoing of the time and place to which the sale was postponed. Lender may enforce its rights and remedies hereunder without prior judicial process or hearing, and Borrower hereby expressly waives, to the extent permitted by applicable Legal Requirements, any defenses Borrower might otherwise have to require Lender to enforce its rights by judicial process. Borrower also waives, to the extent permitted by applicable Legal Requirements, any defense (other than a defense of payment or performance) Borrower might otherwise have arising from the use of nonjudicial process, enforcement and sale of all or any portion of the Collateral, or from any other election of remedies. Borrower recognizes that nonjudicial remedies are consistent with the usages of the trade, are responsive to commercial necessity and are the result of a bargain at arm's-length.

(b) Nonexclusive Nature of Remedies. Failure by Lender to exercise any right, remedy or option under this Assignment, any other Loan Document or as provided by applicable Legal Requirements, or any delay by Lender in exercising the same, shall not operate as a waiver of any such right, remedy or option. No waiver hereunder shall be effective unless it is in

writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated, which in the case of Lender shall only be granted as provided herein. To the extent permitted by applicable Legal Requirements, neither Lender, nor any party acting as attorney for Lender, shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or applicable Legal Requirements other than their gross negligence or willful misconduct hereunder. The rights and remedies of Lender under this Assignment shall be cumulative and not exclusive of any other right or remedy which Lender may have.

(c) Other Security. To the extent that any of the Indebtedness or Obligations are now or hereafter secured by property other than the Collateral (including, without limitation, real and other personal property and securities owned by Borrower), or by a guarantee, endorsement or property of any other Person, then Lender shall have the right to proceed against such other property, guarantee or endorsement independently of proceeding against all or any portion of the Collateral upon the occurrence and during the continuation of any Event of Default.

(d) Prior to Event of Default. Notwithstanding anything to the contrary set forth herein, until such time that there is an Event of Default (and which is not cured to the extent Lender agrees to accept a cure, which Lender shall not be obligated to do), Borrower shall remain the legal and beneficial owner of the Collateral with the right to enforce same in accordance with the applicable documents securing the Collateral, subject to the terms and conditions of this Assignment and the other Loan Documents.

(e) Miscellaneous.

(i) Borrower agrees, to the full extent that it may lawfully so agree, that neither it nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption law now or hereafter in force in any locality where any Collateral may be situated in order to prevent, hinder or delay the enforcement or foreclosure of this Assignment, or the absolute sale of any of the Collateral or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and Borrower, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may be lawful so to do, the benefit of all such Legal Requirements and any and all right to have any of the properties or assets constituting the Collateral marshaled upon any such sale, and agrees that Lender or any court having jurisdiction to foreclose the security interests granted in this Assignment may sell the Collateral as an entirety or in such parcels as Lender or such court may determine.

(ii) If an Event of Default has occurred, no Collateral will be released from Lender's Lien or be transferred to Borrower until the Indebtedness is paid in full, unless otherwise consented to in writing by Lender.

(iii) Borrower agrees that, after prior notice to Borrower, if an Event of Default has occurred, Lender may obtain an injunction, an order of specific performance or other equitable relief to compel Borrower to fulfill any of its obligations as set forth in this Assignment or the other Loan Documents, if Borrower fails or refuses to perform in any material respect its obligations as set forth herein or therein.

(iv) Lender shall have the right, in its discretion, to determine which rights, security, Liens, security interests or remedies Lender shall at any time pursue,

relinquish, subordinate, modify or take with respect to the Collateral, without in any way modifying or affecting any of them or any of Lender's rights, the Indebtedness or the Obligations under this Assignment or under any other of the Loan Documents.

ARTICLE 6

RIGHTS OF LENDER

Section 6.1 Conflict. In the event of a conflict between the terms of this Assignment and those set forth in the Loan Agreement, the terms set forth in the Loan Agreement shall control.

Section 6.2 Rights of Lender.

(a) **Power of Attorney.** In addition to other powers of attorney contained herein or delivered in connection with the Loan Agreement, Borrower hereby designates and appoints Lender and its designees or agents, as attorney-in-fact of Borrower, irrevocably and with power of substitution, with authority to take any or all of the following actions upon the occurrence and during the continuance of an Event of Default and as otherwise permitted under this Assignment:

(i) to ask for, demand, collect, settle, compromise, adjust and give discharges and releases concerning the Collateral, all as Lender may reasonably determine in respect of the Collateral;

(ii) to commence and prosecute any actions at any court for the purposes of collecting any Collateral or the proceeds thereof and enforcing any other right in respect thereof;

(iii) to defend, settle, adjust or compromise any action, suit or proceeding brought and, in connection therewith, give such discharge or release as Lender may deem reasonably appropriate in respect of the Collateral;

(iv) to pay or discharge taxes, Liens or other encumbrances levied or placed on or threatened against the Collateral;

(v) to direct any parties liable for any payment under or with respect to any of the Collateral to make payment of any and all monies due and to become due thereunder directly to Lender or as Lender shall direct;

(vi) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral;

(vii) to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due under any mortgage insurance or with respect to any Collateral whenever payable;

(viii) to receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of any Collateral;

(ix) to adjust and settle claims under any insurance policy relating to the Collateral;

(x) to execute and deliver and/or file all assignments, conveyances, statements, financing statements, continuation financing statements, security agreements, affidavits, notices and other agreements, instruments and documents that Lender may reasonably determine necessary in order to perfect and maintain the security interests and Liens granted in this Assignment and in order to fully consummate all of the transactions contemplated herein, including without limitation the completion, in connection with a foreclosure of the Collateral, of any allonges in blank or recordable assignments in blank for any portion of the Underlying Loan Documents and the sending of any notices with respect to such foreclosure;

(xi) if an Underlying Loan Event of Default has occurred and is continuing, to institute, prosecute, and/or consummate any foreclosure proceedings with respect to the Underlying Mortgaged Property that Lender may reasonably deem appropriate;

(xii) generally, to sell, transfer, pledge, exercise rights and make any agreement with respect to or otherwise deal with any Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option and Borrower's expense, at any time, and from time to time, all acts and things that Lender deems necessary or desirable to protect, preserve or realize upon the Collateral and Lender's Liens thereon and to effect the intent of the Loan Documents, all as fully and effectively as Borrower might do; and

(xiii) to do and perform all such other acts and things as Lender may reasonably deem to be necessary, proper or convenient in connection with the Collateral.

This power of attorney is a power coupled with an interest and shall be irrevocable until the Indebtedness has been repaid in full. Lender shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to Lender in this Assignment, and shall not be liable for any failure to do so or any delay in doing so. Lender shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its bad faith, gross negligence or intentional misconduct, as determined by a court of competent jurisdiction pursuant to a non-appealable judgment. This power of attorney is conferred on Lender to perfect, protect, preserve and realize upon its security interest in the Collateral.

(b) Notice of Enforcement. Upon receipt from Lender of a Notice of Enforcement, Underlying Borrower, and each other party to any Underlying Loan Document (Underlying Borrower, and each such other party, an "Underlying Loan Document Counterparty") is hereby authorized and directed to pay directly to Lender all amounts thereafter accruing which would be payable to Borrower and the receipt of such amounts by Lender shall be a release of such party to the extent of all amounts so paid. The receipt of a Notice of Enforcement shall be sufficient authorization for any Underlying Loan Document Counterparty to make all future payments with

respect to the Underlying Loan Documents directly to Lender and each Underlying Loan Document Counterparty shall be entitled to rely on the Notice of Enforcement and shall have no liability to Borrower for any amounts paid to Lender after receipt of the Notice of Enforcement. Amounts so received by Lender under this Assignment for any period prior to foreclosure under this Assignment shall be applied by Lender to the payment of the following (in such order and priority as Lender shall determine): (i) all reasonable expenses incident to taking and retaining possession of the Collateral and/or collecting proceeds as the same become due and payable; (ii) the Indebtedness, and (iii) the remainder (if any) to Borrower. In no event will the provisions of this Section 6.2 reduce the Indebtedness except to the extent, if any, that funds are actually received by Lender and applied upon or after said receipt to such Indebtedness in accordance with the preceding sentence. Without impairing its rights hereunder, Lender may, at its option, at any time and from time to time, release to Borrower, payments so received by Lender or any part thereof. BORROWER SHALL HAVE NO RIGHT OR CLAIM AGAINST ANY UNDERLYING LOAN DOCUMENT COUNTERPARTY FOR THE PAYMENT OF ANY AMOUNTS WHATSOEVER TO LENDER HEREUNDER FOLLOWING RECEIPT OF A NOTICE OF ENFORCEMENT (WHICH BORROWER AND LENDER AGREE WILL ONLY BE SENT DURING THE CONTINUANCE OF AN EVENT OF DEFAULT).

Section 6.3 Application of Proceeds. After the exercise of remedies hereunder or under the other Loan Documents following an Event of Default, any payments in respect of the Indebtedness and any proceeds of any Collateral, when received by Lender in cash or its equivalent, will be applied in reduction of the Indebtedness in the order set forth in Section 6.2(b) above, and Borrower irrevocably waives, to the extent permitted by Legal Requirements, the right to direct the application of such payments and proceeds and acknowledges and agrees that Lender shall have the continuing and exclusive right to apply and reapply any and all such payments and proceeds in Lender's reasonable discretion, notwithstanding any entry to the contrary upon any of its books and records.

ARTICLE 7

MISCELLANEOUS

Section 7.1 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

Section 7.2 Submission to Jurisdiction; Service of Process. Borrower irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of Florida sitting in Broward County and of the United States District Court of the Southern District of Florida, and any appellate court from any thereof, in any action or proceeding arising out of or relating to the Loan Documents, or for recognition or enforcement of any judgment, and each party irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such state court or, to the fullest extent permitted by Legal Requirements, in such federal court. Each party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Legal Requirements. Nothing in this Assignment or the other Loan Documents shall affect any right that any party may otherwise have to bring any action or proceeding arising out of or relating to the Loan Documents against Borrower or its properties in the courts of any jurisdiction.

Borrower irrevocably and unconditionally waives, to the fullest extent permitted by Legal Requirements, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to the Loan Documents in any court referred to above, and the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Borrower irrevocably consents to service of process in the manner provided for notices in Section 7.10. Nothing in this Assignment will affect the right of any party hereto to serve process in any other manner permitted by Legal Requirements.

Section 7.3 IMPORTANT WAIVERS.

(a) TO THE EXTENT PERMITTED BY LEGAL REQUIREMENTS, EACH OF LENDER AND BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE BETWEEN THE PARTIES HERETO, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, CONNECTED WITH OR RELATED TO THE LOAN DOCUMENTS, THE UNDERLYING LOAN, THE COLLATERAL, THE TRANSACTIONS, ANY DEALINGS OR COURSE OF CONDUCT BETWEEN THE PARTIES HERETO, OR ANY STATEMENTS (WRITTEN OR ORAL) OR OTHER ACTIONS OF ANY PARTY. NEITHER LENDER NOR BORROWER WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. INSTEAD, ANY SUCH DISPUTE RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

(b) BORROWER ACKNOWLEDGES THAT THE WAIVERS IN THIS SECTION 7.3 ARE A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT LENDER HAS RELIED ON SUCH WAIVERS IN ENTERING INTO THE LOAN DOCUMENTS, AND THAT LENDER WILL CONTINUE TO RELY ON SUCH WAIVERS IN ITS RELATED FUTURE DEALINGS. BORROWER FURTHER REPRESENTS AND WARRANTS THAT IT HAS REVIEWED SUCH WAIVERS WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL AND OTHER RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

(c) THE WAIVERS IN THIS SECTION 7.3 ARE IRREVOCABLE, MEANING THAT THEY MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND SHALL APPLY TO ANY AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO ANY OF THE LOAN DOCUMENTS. IN THE EVENT OF LITIGATION, THIS ASSIGNMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) THE PROVISIONS OF THIS SECTION 7.3 SHALL SURVIVE TERMINATION OF THE LOAN DOCUMENTS AND THE PAYMENT IN FULL OF THE INDEBTEDNESS.

Section 7.4 Integration. The Loan Documents supersede and integrate all previous negotiations, contracts, agreements and understandings (whether written or oral) between the Persons party thereto relating to the making of the Loan, the pledge of the Collateral and the other matters addressed by the Loan Documents, and contain the entire final agreement of the Persons party thereto relating to the subject matter thereof.

Section 7.5 Successors and Assigns. This Assignment shall be binding on and shall inure to the benefit of Lender, Borrower and their respective successors and permitted assigns.

No other Person shall be entitled to any benefit, right, power, remedy or claim under this Assignment.

Section 7.6 Cumulative Rights. All rights of Lender hereunder or otherwise arising under the Loan Documents or any documents executed in connection with or as security for the Indebtedness or under Legal Requirements are separate and cumulative and may be pursued separately, successively or concurrently, or not pursued, without affecting, limiting or impairing any other right of Lender and without limiting, affecting or impairing the liability of Borrower.

Section 7.7 Construction. This Assignment shall not be construed more strictly against either party by virtue of the preparation of this Assignment.

Section 7.8 Assignments. Borrower shall sell, assign, delegate or transfer any of its rights, obligations or any other duties or obligations under this Assignment or the Underlying Loan Documents.

Section 7.9 No Implied Waivers; Amendments. No failure on the part of Lender to exercise, or delay in exercising, any right or remedy under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy thereunder preclude any further exercise thereof or the exercise of any other right. The rights and remedies in the Loan Documents are cumulative and not exclusive of any rights and remedies provided by Legal Requirements. Application of the Default Rate after an Event of Default shall not be deemed to constitute a waiver of any Event of Default or Lender's rights and remedies with respect thereto, or a consent to any extension of time for the payment or performance of any obligation with respect to which the Default Rate is applied. Except as otherwise expressly provided in the Loan Documents, no amendment, waiver or other modification of any provision of this Assignment shall be effective without the signed agreement of Borrower and Lender. Any waiver or consent under the Loan Documents shall be effective only if it is in writing and only in the specific instance and for the specific purpose for which given.

Section 7.10 Notices and Other Communications. Unless otherwise provided in this Assignment, all notices, consents, approvals, requests and other communications required or permitted to be given to a party hereunder shall be in writing (including email communication and communication by facsimile copy or other electronic transmission) and mailed, transmitted or delivered, as to each party hereto, at its address for such party and in the manner set forth in the Loan Agreement.

Section 7.11 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute but one and the same instrument.

Section 7.12 Severability. Each provision of this Assignment shall be valid, binding and enforceable to the fullest extent permitted by Legal Requirements. In case any provision in or obligation, duty, covenant or agreement under this Assignment or the other Loan Documents shall be invalid, illegal or unenforceable in any jurisdiction (either in its entirety or as applied to any Person, fact, circumstance, action or inaction), the validity, legality and enforceability of the remaining provisions, obligations, duties, covenants and agreements, or of such provision, obligation, duty, covenant or agreement in any other jurisdiction or as applied to any Person, fact, circumstance, action or inaction, shall not in any way be affected or impaired thereby.

Section 7.13 Headings; Exhibits. The headings herein are for purposes of references only and shall not otherwise affect the meaning or interpretation of any provision hereof. The schedules, exhibits and annexes (if any) attached hereto and referred to herein shall constitute a part of this Assignment and are incorporated into this Assignment for all purposes.

Section 7.14 Recitals. The recital and introductory paragraphs hereof are a part hereof, form a basis for this Assignment and shall be considered prima facie evidence of the facts and documents referred to therein.

Section 7.15 Commercial Transaction. To induce Lender to accept this Assignment and enter into the transactions evidenced by and secured by the Loan Documents, Borrower agrees that said transactions are commercial and not consumer transactions.

Section 7.16 Patriot Act Notice. Lender hereby notifies Borrower that Lender is required by the Patriot Act to obtain, verify and record information that identifies Borrower.

Section 7.17 License. Notwithstanding anything to the contrary contained herein and notwithstanding that this Assignment provides for a present, absolute and executed grant of the powers herein granted to Lender, this Assignment is not an absolute conveyance of the Collateral and Borrower is hereby permitted, and is hereby granted a license by Lender, to take those actions under the Underlying Loan Documents that are not prohibited under the Loan Agreement unless and until there shall be an Event of Default that has occurred. In the event of such Event of Default, the aforementioned license granted to Borrower shall automatically terminate, and Lender may thereafter exercise the rights granted hereunder.

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Executed and delivered as of the date first above written

BORROWER:

REHAB FINANCIAL GROUP, LP, a Pennsylvania limited partnership

By: **REHAB FINANCE GP, LLC**, a Pennsylvania limited liability company, as General Partner

By: 
SUSAN NATFULIN, its Managing Member

STATE OF Pennsylvania)
) SS:
COUNTY OF Delaware)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, by **SUSAN NATFULIN** as Managing Member of **REHAB FINANCE GP, LLC**, a Pennsylvania limited liability company, General Partner of **REHAB FINANCIAL GROUP, LP**, a Pennsylvania limited partnership, who is personally known to me or who has produced personally known as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of February, 2025.


Notary Public

Dipali Patel
Typed, printed or stamped name of Notary Public

My Commission Expires:
05/20/2025

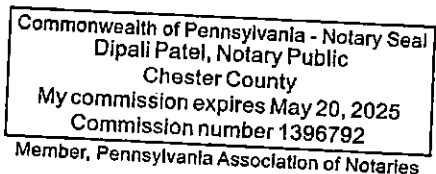


EXHIBIT A-SCHEDULE OF COLLATERAL

37756.0177
59590255.3

EXHIBIT "A" – SCHEDULE OF COLLATERAL
County: Gloucester, NJ

Borrower: Giacobbe Ventures LLC

Loan # 202369

Address: 3275 Jackson Road, Williamstown, NJ 08021

Recorded: 3/4/2024 Book 18282, Page 331

PID#: Block 8101 Lot 31 on the Township of Monroe Tax Map

Borrower: Powers Family Rentals LLC

Loan # 204501

Address: 107 1st Avenue, Pitman, NJ 08071

Recorded: 3/26/24 Docket: 8624 MB 18307

PID#: Block 13, Lot 3 on the tax map of Pitman Borough

Borrower: HK Investment Group LLC

Loan # 226621

Address: 261 Lincoln Avenue, Woodbury Heights, NJ 08097

Recorded: 12/12/2024 Doc id# 37383 MB 18601 292

PID#: Block 11, Lot 8 on the tax map of Woodbury Heights Borough

Borrower: Abbruzzi Properties LLC

Loan # 229479

Address: 153 Maple Street, Clayton, NJ 08312

Recorded: 01/16/2025 Docket#1604 MB:18640 118

PID#: Block 706, Lot 17 on the tax map of Clayton Borough