SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made this ____ day of _____ 2015, by and between **Little Kings and Queens Learning Center, LLC**, a Florida limited liability company (hereinafter referred to as "Debtor"), and the Community Redevelopment Agency of the City of Orlando, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter referred to as "Secured Party").

WITNESSETH:

To secure the payment of an indebtedness in an amount up to and no greater than Twenty-Seven Thousand, Eight Hundred and One Dollars and No Cents ($27,801.00) payable in accordance with the Minority/Women Entrepreneur Business Assistance (MEBA) Program Funding Agreement, executed contemporaneously with, and dated the same day as this Agreement, and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, (hereinafter called the "obligations"), Debtor hereby grants and conveys to the Secured Party a security interest in:

(a) the property described in Exhibit "A" attached hereto and made a part hereof (the "Collateral"), which Collateral the Debtor represents will be used primarily in business or other commercial use;

(b) all property, goods and chattels of the same classes as those set forth in Exhibit "A", acquired by the Debtor subsequent to the execution of this Agreement and prior to its termination,

(c) all proceeds from any sale of the Collateral, if any; and

(d) all increases, substitutions, replacements, additions and accessions thereto.

This Security Agreement is executed pursuant to a MEBA Program Funding Agreement simultaneously executed between the parties, and their terms and conditions are deemed incorporated within and made a part of the terms hereof, and default under the terms of the MEBA Program Funding Agreement will constitute a default hereunder.

It is further covenanted and agreed by the parties that in the event of a default upon the terms of either the MEBA Program Funding Agreement or Security Agreement, and a suit for foreclosure and/or repossession by the Secured Party, the Secured Party shall be entitled to apply to the Court having jurisdiction thereof for the appointment of a receiver of all and singular corporate assets secured by this Security Agreement; and thereupon it is expressly agreed that the Court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases; and said appointment shall be made by the Court as a matter of right to the Secured Party, and without reference to the adequacy or inadequacy of the value of the corporate assets hereby secured, or to the solvency or insolvency of the Debtor or any other party Defendant to such suit. The Debtor specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents such appointment shall be made as an admitted equity and as matter of absolute right to the Secured Party and the same may be done without notice to the Debtor.

DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

To perform all of the obligations secured by this Agreement according to their terms.

To defend the title to the Collateral against all persons and against all claims and demands, whatsoever, which Collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in Exhibit "A".

On demand of the Secured Party to do the following: furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this Agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the Collateral and pay all costs of filing in connection therewith.

To retain possession of the Collateral during the existence of this Agreement and not to sell, exchange, assign, loan or otherwise dispose such Collateral without the prior written consent of the Secured Party.

To keep the Collateral free and clear of all liens, charges, encumbrances, taxes and assessments.

To pay, when due, all taxes, assessments and license fees relating to the Collateral.

To keep the Collateral, at Debtor's own cost and expense, in good repair and condition and available for inspection by the Secured Party at all reasonable times.

To keep the Collateral fully insured against loss by fire, theft and other casualties, Debtor shall give immediate written notice to the Secured Party and to insurers of loss or damage to the Collateral and shall promptly file proof of loss with insurers.

THE PARTIES FURTHER AGREE AS FOLLOWS:

Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this Agreement, shall not constitute a waiver of any subsequent or other default or failure.

Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing.

The Uniform Commercial Code of the State of Florida shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision of this Agreement.

The following shall constitute a default by debtor: (1) failure by Debtor to comply with or perform any provision of this Agreement or the MEBA Program Funding Agreement; (2) false or misleading representations or warranties made or given by the Debtor in connection with this Agreement or the MEBA

Program Funding Agreement; (3) Subjection of the Collateral to levy of execution or other judicial process; (4) commencement of any insolvency proceeding by or against the Debtor; (5) death of the Debtor; or (6) any reduction in the value of the Collateral or any act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligations herein.

Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this Agreement shall immediately become due and payable in full without notice or demand, and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale by the applicable sections of the Florida Uniform Commercial Code respecting "Default".

Upon any default and upon demand, Debtor shall assemble the Collateral and make it available to the Secured Party at the place and at the time designated in the demand.

Upon any default, the Secured Party's reasonable attorney's fees (including appellate fees) and costs and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the Collateral shall be chargeable to the Debtor.

The Debtor shall remain liable for any deficiency resulting from a sale of the Collateral and shall pay any such deficiency forthwith on demand.

If the Debtor shall default in the performance of any of the provisions of this Agreement on the Debtor's part to be performed, the Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the indebtedness secured hereby.

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, heirs, successors and assigns.

The gender and number used in this Agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This Agreement shall be governed and controlled by the laws of the State of Florida and venue shall be in the courts of Orange County, Florida.

IN WITNESS WHEREOF, the Parties have respectively signed and sealed these presents the day and year first above written.

Little Kings and Queens Learning Center, LLC,
a Florida limited liability company

_____

_____
Print Name

_____
Title

_____
MEBA Program Manager

_____
Assistant City Attorney for the
City of Orlando

(SEAL)

STATE OF FLORIDA }
COUNTY OF ORANGE }

PERSONALLY APPEARED before me, the undersigned authority, _____ [ ] well known to me or [ ] who has produced _____as identification, and known by me to be the _____ of the above-named limited liability company, and acknowledged before me that he/she executed the foregoing instrument on behalf of said corporation as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2015.

_____
NOTARY PUBLIC
Print Name:_____
My Commission Expires:

For the Community Redevelopment Agency

_____
Buddy Dyer, Chairman

_____
Date

ATTEST:

_____
Thomas C. Chatmon, Jr.
Executive Director, CRA

Approved as to form and legality for the use and reliance of the CRA only:

_____
Assistant City Attorney

EXHIBIT "A"

Item(s)	Qty
•LG 49LB5550 49-inch 1080p 60Hz LED Television	4
•Toshiba DVR620 DVD/VHS Recorder Black	4
•HP Pavilion 500-336 Desktop Computer	4
•ViewSonic PJD5134 SVGA DLP, 3000 Lumens, 3D Bue-Ray w/HDMI 120Hz Projector	1
•Carpets for Kids Sunny Day Oval 8'3" x 11'8" rug	4
•Fire Alarm Monitoring System - Alarm panel and keypad	1