

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 083353

2014 DEC 30 AM 10:09

MICHAEL S. BROWN
RECORDER

ASSIGNMENT OF LEASE BY LESSOR

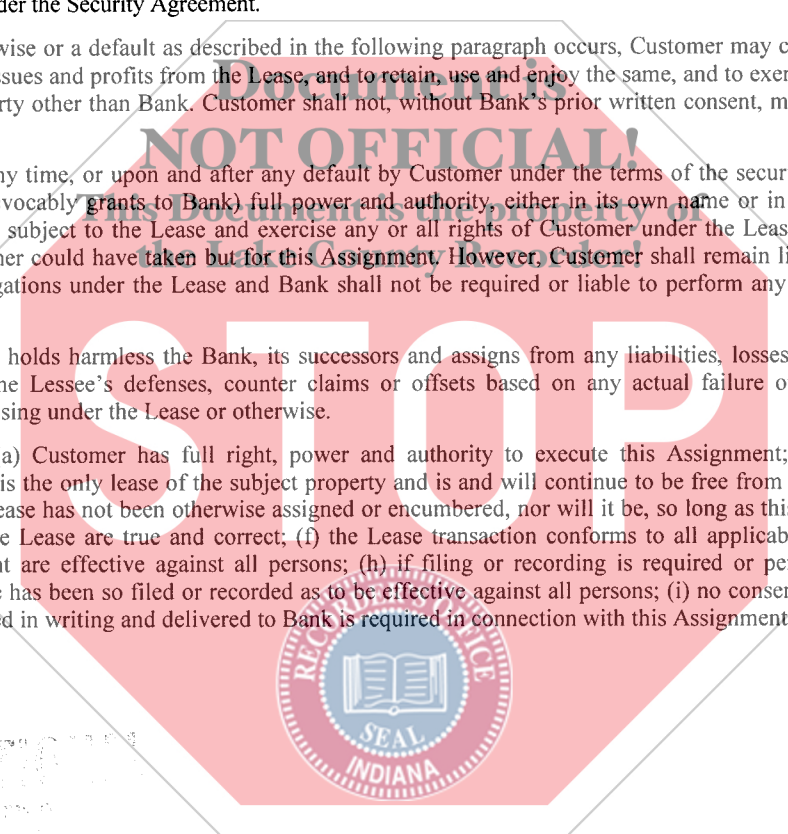
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WHEN RECORDED RETURN TO:

1ST SOURCE BANK
Commercial Loan Services
P.O. Box 1602
South Bend, Indiana 46634

R2C CROWN POINT, LLC ("Customer") has entered into a Loan and Security Agreement (the "Security Agreement") dated December 23, 2014 with 1st Source Bank ("Bank"). Pursuant to the Security Agreement, Customer has granted to Bank a lien and security interest under the Uniform Commercial Code in certain "Collateral" as defined in the Security Agreement. This Assignment of Lease constitutes an amendment to and a part of the Security Agreement, and shall be subject and governed in all respects accordingly.

1. Customer hereby grants and assigns to Bank all of Customer's right, title and interest, and confirms that it has granted Bank a security interest, in and to the leases described on attached Exhibit A together with all future leases relating to all or any portion of the property described therein, and all schedules and amendments to the leases and together with all licenses, permits, agreements and contracts relating to the property or any portion of it subject to those leases (together, the "Lease"), for the purpose of securing the payment of all monetary and non-monetary obligations of Customer under the Security Agreement.
2. Until Bank instructs otherwise or a default as described in the following paragraph occurs, Customer may continue to have and exercise all rights to collect all rents, issues and profits from the Lease, and to retain, use and enjoy the same, and to exercise all other rights of the lessor under the Lease, to any party other than Bank. Customer shall not, without Bank's prior written consent, modify the terms or provisions of the Lease.
3. Upon notice by Bank at any time, or upon and after any default by Customer under the terms of the security Agreement, Bank shall have (and Customer hereby irrevocably grants to Bank) full power and authority, either in its own name or in the name of Customer, to take possession of the property subject to the Lease and exercise any or all rights of Customer under the Lease, and to take all legal or other proceedings which Customer could have taken but for this Assignment. However, Customer shall remain liable to observe and perform all of the covenants and obligations under the Lease and Bank shall not be required or liable to perform any of the obligations of Customer under the Lease.
4. Customer indemnifies and holds harmless the Bank, its successors and assigns from any liabilities, losses, costs and expenses (including legal fees) arising from the Lessee's defenses, counter claims or offsets based on any actual failure on Customer's part to fulfill its obligations to the lessor arising under the Lease or otherwise.
5. Customer warrants that: (a) Customer has full right, power and authority to execute this Assignment; (b) the Lease is genuine and enforceable; (c) the Lease is the only lease of the subject property and is and will continue to be free from defenses and offsets; (d) except for this Assignment, the Lease has not been otherwise assigned or encumbered, nor will it be, so long as this Assignment is in effect; (e) all statements contained in the Lease are true and correct; (f) the Lease transaction conforms to all applicable laws and regulations; (g) the Lease and this Assignment are effective against all persons; (h) if filing or recording is required or permitted by law, the Lease or a Memorandum of the Lease has been so filed or recorded as to be effective against all persons; (i) no consent or approval of any third party which has not been obtained in writing and delivered to Bank is required in connection with this Assignment.



FILED 12/30/14

92014-9885

18.
PW
DW

Executed on 12/23/14

R2C CROWN POINT, LLC

By: [Signature]
Dennis Caudill, Member

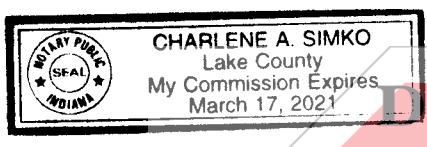
By: [Signature]
Robert I. Rossman, Member/Manager

1st SOURCE BANK
By: [Signature]
Erik C. Back, Vice President

STATE OF)
) SS:
COUNTY OF)

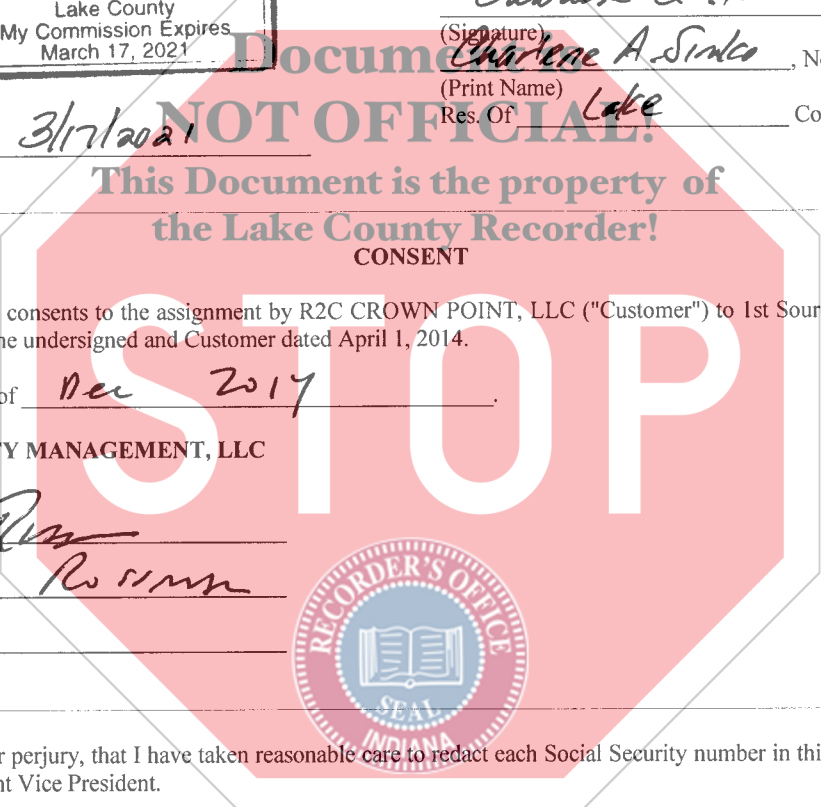
The foregoing Assignment was acknowledged before me this 23rd day of December, 2014, by Dennis Caudill, Member, and Robert I. Rossman, Member/Manager, of R2C CROWN POINT, LLC, an Indiana limited liability company, on behalf of the limited liability company.

[SEAL]



[Signature]
(Signature) Charlene A. Simko, Notary Public
(Print Name)
Res. Of Lake County, IN

My Commission Expires: 3/17/2021



The undersigned lessee hereby consents to the assignment by R2C CROWN POINT, LLC ("Customer") to 1st Source Bank of Customer's interest as lessor in the lease between the undersigned and Customer dated April 1, 2014.

Dated this 23 day of Dec 2017

LESSEE: CROSS PROPERTY MANAGEMENT, LLC

By: [Signature]
Name: Robert Rossman
Title: MGR

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Jennifer Ramirez, Assistant Vice President.

This instrument prepared by Jennifer Ramirez, Assistant Vice President, on behalf of 1st Source Bank, 100 N. Michigan Street, South Bend, Indiana 46601

EXHIBIT A

LEASE DESCRIPTION:

This Lease between R2C Crown Point, LLC, an Indiana corporation ("Landlord"), and CROSS PROPERTY MANAGEMENT, LLC ("Tenant") is dated as of April 1, 2014.

LEGAL DESCRIPTION:

That portion of the Complex containing approximately 1,900 gross square feet of Floor Area, shown as on Exhibit "E", commonly known as Building 11, Suite A in the On Broadway Complex.



EXHIBIT "A"

Buildings 5 and 11, On Broadway Condominium Horizontal Property Regime, as created by Declaration, recorded February 8, 2002 as Document No. 2002 014492 and amended by Amended Declaration recorded November 8, 2002 as Document No. 2002 102474, and as recorded in Site Development Plan recorded September 18, 2002 in Plat Book 90 page 83, and as amended by Amended Site Development Plan recorded in Plat Book 101 page 35, in the Office of the Recorder of Lake County, Indiana, together with the undivided interest in the common areas appertaining thereto.

