

RECORDATION REQUESTED BY: CENTIER BANK **Highland Lending Office** 600 E. 84th Avenue Merrillville, IN 46410 2014 083621

STATE OF INDIANAL LAKE COUNTY FILED FOR RECORD

2014 DEC 30 AM 11: 52

MICHAEL B. BROWN RECORDER

WHEN RECORDED MAIL TO: CENTIER BANK 600 EAST 84TH AVENUE MERRILLVILLE, IN 46410

SEND TAX NOTICES TO: KPN, INC. AN INDIANA CORPORATION 7306 CALUMET AVENUE HAMMOND, IN 46324-2620

LANDLORD'S ESTOPPEL CERTIFICATE

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THIS LANDLORD'S ESTOPPEL CERTIFICATE dated November 12, 2014, is made and executed among KPN, INC. AN INDIANA CORPORATION, whose address is 7306 CALUMET AVENUE, HAMMOND, IN 46324-2620 ("Grantor"); CENTIER BANK, Highland Lending Office, 600 E. 84th Avenue, Merrillville, IN 46410 ("Lender"); and 7306 CALUMET LLC, Heidner Property Management Co.: 399 Wall Street, Unit H, Glendale Heights, IL 60139 ("Landlord").

Grantor and Lender have entered into, or are about to enter into, a financial transaction whereby Lender has acquired or will acquire a security interest or other lien on Grantor's leasehold interest in the Property described below.

To induce Lender to extend one or more loans or other financial accommodations to Borrower against such security interest in the Property and for other valuable consideration, with knowledge that Lender is relying thereon, Landlord and Grantor hereby agree with Lender as follows:

THE LEASE. Landlord has leased the Property to Grantor pursuant to a lease (the "Lease") dated August 31, 2003, which was recorded as follows: A leasehold estate, created by the instrument herein referred to as the Ground Lease dated August 31, 2003 and recorded June 9, 2009 as Instrument Number 2009 038215 by and between 7306 Calumet LLC, an Illinois Limited Liability Company, as Landlord, and Krisna, Inc., an Indiana Corporation, as tenant; First Amendment to Ground Lease dated May 12, 2004 between 7306 Calumet LLC, an Illinois Limited Liability Company, as Landlord, and Krisna, Inc., an Indiana Corporation, as tenant; Assignment and Assumption of Lease Agreement dated June 15, 2009 and recorded June 30, 2009 as Instrument Number 2009, 044077 by and between Agreement dated June 15, 2009 and recorded June 30, 2009 as Instrument Number 2009 044077 by and between Krisna, Inc., an Indiana corporation, and KPN, Inc., an Indiana corporation. The following information is a summary of the basic terms and conditions of the Lease: Term will commence on the earlier of: (i) one hundred eighty (180) days following the City of Hammond's issuance of building permit for construction of Tenant's Improvements; and (ii) the date Tenant opens business to the general public. The term will end on the last day of the Tenth (10th) lease year. Tenant will have the option to renew the Term of this lease for up to four (4) additional consecutive five (5) year periods. If Tenant desires to exercise the Renewal Option, Tenant must give written notice to Landlord at Least nine (9) months prior to end of the current Term or current Renewal Period, as applicable. If Tenant fails to give a Renewal Notice for any Renewal Period, the Renewal Option for such Renewal Period, and all subsequent Renewal Periods, will terminate and be deemed waived by Tenant.

REAL PROPERTY DESCRIPTION. The Lease covers the following described real property, together with all improvements thereon (the "Real Property") located in LAKE County, State of Indiana:

A leasehold estate, created by the instrument herein referred to as the Lease dated August 9, 2003 and recorded June 9, 2009 as Instrument Number 2009 038215 by and between 7306 Calumet LLC, an Illinois Limited Liability Company, as Landlord, and Krisna, Inc., an Indiana Corporation, as tenant; Assignment And Assumption Of Lease recorded June 30, 2009 as Instrument Number 2009 044077 by and between Krisna, Inc., an Indiana corporation, and KPN, Inc., an Indiana corporation.

Ground Lease refers to the following legal description:

Lots 5 to 10, both inclusive, Block 3, in Schreiber Addition, to the City of Hammond, as per plat thereof, recorded in Plat Book 20, page 27, in the Office of the Recorder of Lake County, Indiana (except that part of lot 5 appropriated by judgment recorded June 10, 2005 as Instrument Number 2005 050056 from Cause No. 45D040503PL9 and described as follows: Beginning at the Northeast corner of said lot; thence South 0 degrees 05 minutes 56 seconds West 10.182 meters (33.40 feet) along the East line of said lot; thence North 37 degrees 29 minutes 22 seconds West 12.800 meters (42.00 feet) to the North line of said lot; thence North 89 degrees 49 minutes 01 seconds East 7.808 meters (25.62 feet) along said North line to the point of beginning.

The Real Property or its address is commonly known as 7306 CALUMET AVENUE, HAMMOND, IN 46324-2620.

ESTOPPEL. Landlord and Grantor hereby jointly and severally represent and warrant to Lender that:

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RECORDING PAGE

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Lease in Effect. The Lease (i) has been duly executed and accepted by Landlord and Grantor, (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally, except as reflected in the copy of the Lease provided to Lender.

No Default. As of the date of this Certificate, (i) all conditions and obligations to be performed by either Landlord or Grantor under the Lease, to the date hereof, have been satisfied; to the best of Landlord's knowledge; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of either Landlord or Grantor under the Lease, including any against rents due or to become due under the terms of the Lease.

Entire Agreement. The Lease constitutes the entire agreement between Landlord and Grantor with respect to the Lease of the Property.

No Prepaid Rent. No deposits or prepayments of rent have been made in connection with the Lease, except as may be described above in the summary description of the Lease.

AGREEMENTS. Landlord and Grantor hereby jointly and severally agree with Lender that, during all such times as Lender is the beneficiary of the security interest in the Property described above and as recorded by a 1st mortgage dated November 12, 2014 and maturing November 12, 2024 and a 2nd Mortgage dated November 12, 2014 and maturing November 12, 2019.

Modification, Termination and Cancellation. Landlord and Grantor will not consent to any modification, termination or cancellation of the Lease unless Lender first consents thereto in writing.

Notice of Default. Landlord will notify Lender in writing concurrently with any notice given to Grantor of any breach or default on the part of Grantor under the Lease, and Landlord agrees that Lender shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Landlord will not declare a default of the Lease, if Lender cures such default within thirty (30) days from and after expiration of the time period provided in the Lease for the cure thereof by Grantor; provided, however, that if such default cannot with diligence be cured by Lender within such thirty (30) day period, the commencement of action by Lender within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence.

NOTICES SENT TO:
CENTIER BANK
600 EAST 84TH AVENUE OT OFFICIAL!
MERRILLVILLE, IN 46410

MISCELLANEOUS PROVISIONS. This Certificate shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Certificate. This Certificate shall be governed by and construed in accordance with the laws of the State of Indiana. If Landlord is other than an individual, any agent or other person executing this Certificate on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Certificate on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Certificate unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Certificate shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision.

GRANTOR AND LANDLORD EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S ESTOPPEL CERTIFICATE, AND EACH AGREES TO ITS TERMS. THIS CERTIFICATE IS DATED NOVEMBER 12, 2014.

This Landlord's Estoppel Certificate was prepared by: MARY K. PANAS, VICE PRESIDENT

Document is
NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

CENTIER BANK	
x May h. Tanas	
Mary K. Panas, Vice President	
11-12-14 Date	
- 	
CORPORATE ACKNOWLEDGMENT	
STATE OF WILL)
COUNTY OF COME) SS
COUNTY OF)
Public, personally appeared KANTILAL VACHHANI, President of KPN, INC. AN I	re me, the undersigned Notary INDIANA CORPORATION, and
known to me to be an authorized agent of the corporation that executed the Land acknowledged the Certificate to be the free and voluntary act and deed of the corpor	dlord's Estonnel Certificate and
or by resolution of its board of directors, for the uses and purposes therein mentioner	d and on path stated that he or
she is authorized to execute this Certificate and in fact executed the Certificate on ber	nalf of the corporation.
By Residing at	
Notary Public in and for A the SMState My	commission
Thy Commission Expires expires	4.1
1 1/2 (1/2) Décember 6, 2015	
Document is	
LIMITED LIABILITY COMPANY ACKNOWLEDGE	MENT
STATE OF I (line)	
This Document is the property	9 s s
COUNTY OF Lake County Recorder!	
11th	
On this	re me, the undersigned Notary appeared
Rick E. Hardno	T. P.P. S. S. S.
and known to me to be (a) member(s) or designated agent(s) of the limited liabil Landlord's Estoppel Certificate and acknowledged the Certificate to be the free and	voluntary act and deed of the
limited liability company, by authority of statute, its articles of organization or its ope and purposes therein mentioned, and on oath stated that he or she/they is/are author	erating agreement, for the uses
and in fact executed the Certificate on behalf of the limited liability company.	The transfer of the transfer o
By Uzl Schon Residing at 5045L	OFFICIAL SEAL
Notary Public in and for the State R My	CHRISTOPHER J GOLUBA
of Illiness expires 2-1-1	NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:02/01/17
	WIT COMMISSION EX INCLUSION IN
LENDED ACKNOWLEDGMENT	
STATE OF LENDER ACKNOWLEDGMENT	
1 0 4 4) SS
COUNTY OF)
17. 00/ 14	/
On this day of, 20, before	re me, the undersigned Notary
Public, personally appeared Mary K. Panas and known to me to be the Vice P CENTIER BANK that executed the within and foregoing instrument and acknowledge	resident, authorized agent for
and voluntary act and deed of CENTIER BANK, duly authorized by CENTIER BANK through its board of directors or	

CENTIER BANK