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STATE OF INDIANA  
COUNTY OF LAKE  
PUBLIC RECORDS

2015 072771

2015 OCT 28 AM 10:24

Loan # 2757542484

MICHAEL S. BROWN  
RECORDER

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Date: October 12, 2015

**Document is NOT OFFICIAL!**  
**ABSOLUTE ASSIGNMENT OF LEASES, RENTS, ISSUES AND PROFITS**  
**This Document is the property of the Lake County Recorder!**

THIS ABSOLUTE ASSIGNMENT OF LEASES, RENTS, ISSUES AND PROFITS (the "Assignment") is made effective as of the date set forth above by ANT Savings Corp., a Florida corporation, whose mailing address is 3844 Hartwood Lane, Jacksonville, Florida 32216 (the "Assignor"), to Centennial Bank, an Arkansas state chartered bank, whose mailing address is 2110 Fayetteville Road, Van Buren, Arkansas 72956 its successors and assigns (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner in fee simple of all that certain land situated in the County of Lake, State of Indiana, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"), and any improvements now located or to be constructed on the Land (the "Improvements") and, together with the Land, the "Premises").

WHEREAS, Assignor has made application to Assignee for a loan in the principal amount not to exceed Seven Hundred Twenty Four Thousand and 00/100 (\$724,000.00) Dollars (the "Loan") pursuant to that certain Loan Agreement dated of even date herewith and entered into by and among Assignor, Assignee, and Guarantors (as defined therein) (the "Loan Agreement") and, in connection with said Loan, has executed a (i) Mortgage, Security Agreement, and Fixture Filing (Secures Future Advances) (the "Mortgage") and (ii) a Promissory Note (the "Note"), each dated of even date herewith, together with various other loan documents;

WHEREAS, as a condition to funding the Loan, Assignee requires Assignor to transfer and assign to Assignee all of Assignor's right, title and interest in, to and under any and all leases, subleases, lettings, licenses and occupancy agreements of or affecting the Premises (such leases and other occupancy agreements as aforesaid, as the same may be amended, extended, modified or renewed, and together with the rights and interests set forth below in this paragraph, are hereinafter referred to collectively as the "Leases" and individually as a "Lease") that may now or hereafter be entered into with any tenants or lessees (hereinafter referred to collectively as the "Tenant" and individually as a "Tenant") of all or any portion of the Premises and (a) all amendments, extensions, modifications, replacements or renewals thereof; (b) any and all guaranties of any Tenant's obligations under any provisions thereof; (c) all of the rents, income, revenues, issues, benefits, advance rentals, security deposits, cash, cash collateral and profits due, or to become due, under the Leases and with respect to the Premises, to which Assignor may now or hereafter become entitled or may demand or claim, arising out of or issuing from or

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out of any Lease or from or out of any use or occupancy of the Premises or any part thereof, including but not limited to any deficiency rents, condemnation proceeds, casualty insurance proceeds and all other rights and claims of any kind which Assignor may have against any Tenant or any other party with respect to the Leases and the Premises (collectively, the "Rents"), and (d) the right to enforce, whether at law or in equity or by any other means, all provisions of the Leases, including, without limitation, any and all guarantees of the Leases and the Rents and any other obligations owed thereunder. It is expressly acknowledged and understood that a failure to identify a Lease herein either because it does not currently exist or otherwise, shall not limit the applicability of this Assignment to any and all Leases, either now existing or that become existing at a date subsequent hereto.

NOW, THEREFORE, for and in consideration of the premises recited above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, and in order to induce Assignee to make the Loan pursuant to the Loan Agreement and Note (the indebtedness evidenced by the Loan Agreement and Note is sometimes hereinafter referred to as the "Indebtedness"), Assignor hereby GRANTS, BARGAINS, SELLS, TRANSFERS, CONVEYS, ASSIGNS AND SETS OVER TO Assignee all of Assignor's interest as landlord (or lessor), as owner of the Premises and all other right, title and interest of Assignor, in, to and under, the Leases and the Rents.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever, subject to and upon the terms and conditions set forth herein.

THIS ASSIGNMENT is intended to be and is an absolute present assignment from Assignor to Assignee and is not intended to constitute and does not constitute either additional security or the passage of a security interest; provided, however, that Assignor shall have a license (the "License") for the following purposes: (a) to collect the Rents as they become due, but not in advance (except to the extent hereinafter provided), and (b) to enforce the Leases in accordance with the provisions thereof; which License may be exercised only so long as there is no Default (as hereinafter defined, but without regard to any grace period or notice and cure period with respect to any Event of Default, as hereinafter defined) hereunder or under any of the terms, covenants or provisions of the Note, the Mortgage, the Loan Agreement, or any other documents executed in connection with any of the foregoing evidencing, securing or concerning the Indebtedness (the Note, the Mortgage, the Loan Agreement, this Assignment and all other documents executed in connection with any of the foregoing evidencing, securing or concerning the Indebtedness are sometimes hereinafter referred to as the "Loan Documents") and which License is revocable by Assignee upon the occurrence of a Default. In addition, Assignor covenants and agrees that in exercising its License it shall hold any and all Rents in trust for Assignee and shall apply the same in payment of the Note and of the other amounts secured by the Mortgage.

Assignor further agrees with Assignee as set forth below:

**ARTICLE I  
ASSIGNOR'S WARRANTIES AND COVENANTS**

1.1. **WARRANTIES.** Assignor hereby warrants and represents to Assignee as follows:

- (a) Assignor is the sole owner of the Land and the Premises and shall be of the lessor/landlord's interest in and to any Leases and the Rents and shall be entitled to receive Rents from any Leases and from the Land and the Premises;
- (b) any Leases that Assignor shall enter into shall be on reasonable terms, shall be valid and enforceable and in full force and effect, and shall not be altered, modified or amended in any manner whatsoever;
- (c) none of the Leases shall be amended, modified, canceled or terminated except on commercially reasonable terms in accordance with their respective express and mandatory terms exercised by Assignor in accordance with prudent property ownership, operation and management standards, nor shall any optional terms or provisions thereof be exercised, or mandatory terms or provisions thereof be waived, in either event without the prior written consent of Assignee;
- (d) no Rents for any period subsequent to the date of this Assignment shall be collected more than thirty (30) days in advance of the time when the same becomes due under the terms of any Leases, other than up to one month's rent held as a security deposit for the Lease in connection with which it was collected;
- (e) no Rents shall be discounted, waived, compromised, or otherwise discharged except by payment as provided in the Leases;
- (f) to the best of Assignor's knowledge after due inquiry, Assignor is not prohibited under any agreement with any other party or under any judgment, court decree, administrative regulation, administrative ruling, ordinance, law or other ruling applicable to Assignor, from (i) the execution and delivery of this Assignment, the Leases or any of the Loan Documents, (ii) the performance of each and every obligation of Assignor hereunder, under the Leases and under the Loan Documents, or (iii) the meeting of each and every condition herein contained;
- (g) to the best of Assignor's knowledge after due inquiry, no action has been brought or threatened which would in any manner interfere with the right of Assignor to execute this Assignment and to perform all of Assignor's obligations contained in this Assignment or under the Leases;
- (h) all copies of Leases which shall be furnished by Assignor to Assignees shall be true, correct and complete copies thereof and any rent rolls which shall be furnished by Assignor to Assignee shall be true, correct, accurate and complete in all material respects;
- (i) any Leases and any Rents shall be and shall remain free and clear of any and all liens, security interests and encumbrances except with respect to or arising from the Loan Agreement or the Note, and Assignor has made no assignment other than this Assignment of any

of the rights of Assignor under any of the Leases or with respect to any of the Rents, and no Rents or any portion thereof have been assigned to any person or entity, whether a lender, property manager, leasing broker or agent, or otherwise, as leasing commissions, management fees or otherwise;

(j) to the best of Assignor's knowledge after due inquiry, Assignor has neither done any act nor failed to do any act which might prevent Assignee from, or limit Assignee in, acting under any of the provisions of this Assignment; and

(k) Assignor has full power and authority to execute and deliver this Assignment, and said execution and delivery have been duly authorized and do not conflict with or constitute a default under the Leases or any other agreement, indenture or other instrument binding upon Assignor or the Premises.

1.2. COVENANTS. Assignor hereby covenants and agrees with Assignee as follows:

(a) to fulfill, observe and perform all of the obligations imposed upon the lessor or landlord under any Leases and not to do or permit to be done anything to impair Assignee's rights under this Assignment;

(b) except for the prepayment which occurs in the normal course of business by the payment of monthly rent on or before the due date (but not more than thirty (30) days in advance), not to collect any Rents in advance of the time when the same shall become due (other than up to one month's rent held as a security deposit for the Lease in connection with which it was collected);

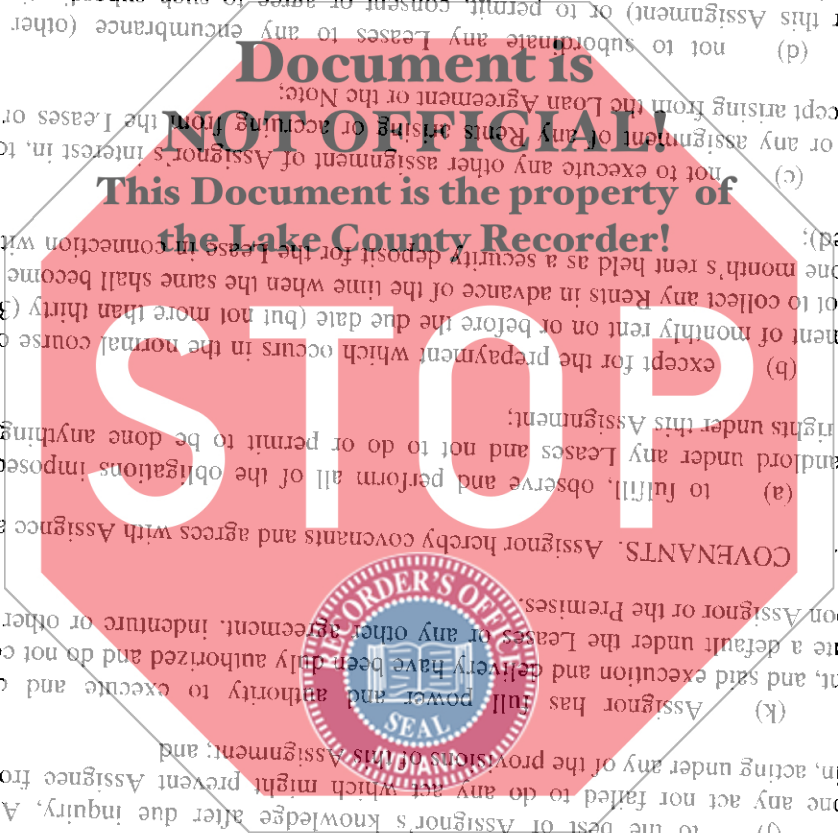
(c) not to execute any other assignment of Assignor's interest in, to or under any Leases or any assignment of any Rents arising or accruing from the Leases or from the Premises except arising from the Loan Agreement or the Note;

(d) not to subordinate any Leases to any encumbrance (other than the Mortgage of this Assignment) or to permit, consent or agree to such subordination without Assignee's prior written consent;

(e) not to alter, modify or change the terms of the Leases, nor give any consent or exercise any option required or permitted by the Leases, nor to give any consent to or otherwise permit any assignment or sublease by the Tenant under any of the Leases, in each case without first obtaining the prior written consent of Assignee;

(f) not to cancel or terminate any Leases or to accept a surrender thereof nor to waive or release any Tenant from the performance or observance by the Tenant of any obligation or condition of any of the Leases, nor to convey, transfer, suffer or permit a conveyance or transfer of the Premises or portion thereof or of any interest therein so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, Tenants thereunder;

(g) not to alter, modify or change the terms of any guaranty of the Leases or cancel or terminate any such guaranty without the prior written consent of Assignee;



(h) to keep the Leases free from any liens, encumbrances or security interests whatsoever, other than the security interest hereunder, the Loan Agreement or the Note, and promptly to pay or discharge all taxes assessed against the Leases and all liens which may attach thereto;

(i) to give prompt notice to Assignee of any claim of default under any of the Leases, whether given by a Tenant to Assignor or given by Assignor to a Tenant, together with a complete copy of any such notice;

(j) to take no action which will cause or permit the estate of the Tenant under any of the Leases to merge with the interest of Assignor in the Premises or any portion thereof;

(k) to take or permit no action, whether by or attributable to Assignor, whether through its agents or employees or otherwise, causing, directly or indirectly, the triggering of any provision of any Lease allowing the Tenant thereunder to cancel such Lease, to vacate or cease operations in the Premises or reduce or abate the rent therefor;

(l) to maintain the Leases in full force and effect, to enforce, short of termination, the Leases in accordance with their terms and to appear in and defend any action or proceeding arising under or in any manner connected with the Leases, the Rents or the Premises, or with respect to the obligations or liabilities of Assignor as the lessor thereunder or of the Tenant or any guarantor thereunder;

(m) to enforce the performance and satisfaction of each and every covenant, condition and obligation of the Tenant under each of the Leases, except that Assignor shall not seek to terminate or cancel any Lease without the prior written consent of Assignee; and

(n) to use all best efforts to promptly obtain for the benefit of Lender, upon request by Lender, executed estoppel certificates and/or subordination, non-disturbance and attornment agreements from any Tenant in respect of any of the Leases.

## ARTICLE II FURTHER COVENANTS, STIPULATIONS AND CONDITIONS

2.1. LICENSE. Assignee acknowledges and agrees that although this Assignment constitutes a present, current and absolute assignment and conveyance of any Leases and Rents, whether now or hereafter existing, with respect to the Land and the Premises, Assignor shall have the License to collect at the time of (but not prior to) the date provided for the payment thereof, all of the Rents and to retain, use and enjoy the same, provided, however, that Assignor agrees to hold any and all such Rents in trust for Assignee and to apply the same in payment of the Note and the other amounts secured by the Mortgage. Assignor and Assignee agree and stipulate upon the execution of this Assignment that Assignor's only interest in the Leases or the Rents is as a licensee pursuant to the License herein granted, which License is revocable by Assignee upon the occurrence of a Default (but without regard to any grace period or notice and cure period expressed herein or in the Loan Documents, the Mortgage, or any other loan instrument with respect to any Event of Default); and it being further understood that immediately upon Default by Assignor in the performance of any of the terms, covenants and conditions of the Note, the Loan Agreement, the Note, the Mortgage, this Assignment or any of

the Loan Documents, or immediately upon the failure of Assignor to make any of the payments required to be made by any of the Loan Documents. Assignee may immediately revoke the License and apply and enforce this Assignment and exercise the rights and remedies of Assignee as hereinafter provided, without previous or prior notice to Assignor; and thereupon this Assignment shall be and continue in full force and effect. Any failure or omission to enforce this Assignment for any period of time shall not impair or prejudice the rights of Assignee, nor shall Assignee be required to exercise or enforce any of the rights herein granted to it, all the matters herein contained being within the sole discretion of Assignee.

2.2. **RECONVEYANCE OF LEASES AND RENTS.** Upon payment in full of the Indebtedness, Assignee shall forthwith execute appropriate documents so providing, but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of the Indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person, including any Tenant, may, and is hereby authorized and directed by Assignor to, rely thereon; notwithstanding the above, cancellation of the Mortgage shall constitute cancellation of this Assignment. When Assignor pays to Assignee the full amount of the Indebtedness, and such payment is evidenced by a recorded satisfaction or release of the Mortgage, the Assignee shall, upon written request by Assignor, quitclaim and assign to Assignor all right, title, and interest of Assignee in, to, and under the Leases and the Rents.

2.3. **TENANTS AUTHORIZED AND DIRECTED TO PAY RENTS DIRECTLY TO ASSIGNEE.** Assignor hereby authorizes and directs the Tenants named in any Leases or any other or future Tenants or occupants of the Premises, upon receipt from Assignee (or Assignee's agent) of written notice to the effect that Assignee is then the holder of the Note and that a Default exists thereunder or under this Assignment or any of the other Loan Documents, to pay directly to Assignee all Rents, and to continue to do so until otherwise notified by Assignee.

2.4. **ASSIGNEE AS CREDITOR OF TENANTS IN BANKRUPTCY.** Upon execution of this Assignment, Assignee, and not Assignor, shall be the creditor of the Tenants in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting any such Tenant. However, Assignor, and not Assignee, shall be the party obligated to make timely filings of claims in such proceedings or to otherwise pursue creditor's rights therein. Assignee shall have the option to apply any monies received by it as such creditor to the reduction of the principal of or interest on the Indebtedness.

2.5. **NO PROPERTY INTEREST IN LEASES OR RENTS.** Assignor and Assignee further agree and stipulate that, effective as of the date of a Default under any of the Loan Documents and continuing if such Default is not cured prior to constituting an Event of Default, and thereafter if at any such time Assignor, its successors and assigns, shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended (the "Bankruptcy Code"), (ii) be the subject of any order for relief issued under the Bankruptcy Code, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (v) be the subject of any order, judgment, or

decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy; insolvency, or relief for debtors, then and in such event Assignor shall no longer have any property interest (as used in 11 U.S.C. Section 541) in or to the Leases or the Rents.

ARTICLE III

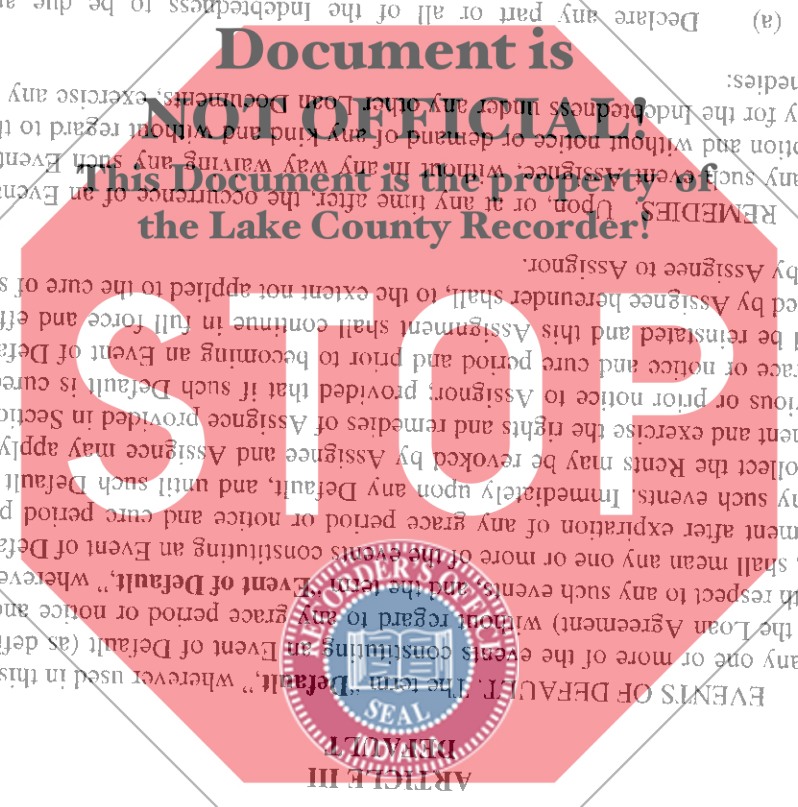
3.1. EVENTS OF DEFAULT. The term "Default," wherever used in this Assignment, shall mean any one or more of the events constituting an Event of Default (as defined in or for purposes of the Loan Agreement) without regard to any grace period or notice and cure period provided with respect to any such events, and the term "Event of Default," wherever used in this Assignment, shall mean any one or more of the events constituting an Event of Default under the Loan Agreement after expiration of any grace period or notice and cure period provided with respect to any such events. Immediately upon any Default, and until such Default is cured, the License to collect the Rents may be revoked by Assignee and Assignee may apply and enforce this Assignment and exercise the rights and remedies of Assignee provided in Section 3.2 below, without previous or prior notice to Assignor; provided that if such Default is cured within any applicable grace or notice and cure period and prior to becoming an Event of Default, then the License shall be reinstated and this Assignment shall continue in full force and effect, and any Rents collected by Assignee hereunder shall, to the extent not applied to the cure of such Default, be delivered by Assignee to Assignor.

3.2. REMEDIES. Upon, or at any time after, the occurrence of an Event of Default, then and in any such event Assignee, without in any way waiving any such Event of Default, may, at its option and without notice or demand of any kind and without regard to the adequacy of the security for the indebtedness under any other Loan Documents, exercise any or all of the following remedies:

(a) Declare any part or all of the Indebtedness to be due and payable, whereupon the same shall become immediately due and payable;

(b) In person or by agent, with or without making entry upon or taking possession of the Premises, with or without bringing any action or proceeding, give, or require Assignor to give, notice to the Tenants under the Leases authorizing and directing the Tenants to pay all Rents directly to Assignee; collect all of the Rents; enforce the payment thereof and exercise all of the rights of Assignor under the Leases and all of the rights of Assignee hereunder; cancel, enforce or modify the Leases, and fix or modify the Rents, and do any acts which Assignee deems proper to protect the rights of Assignee therein;

(c) In person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Premises or any portion thereof, and have, hold, manage, lease and operate the same with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, on such terms and for such period of time as Assignee may deem appropriate, and exercise any and all rights of Assignor herein or under the Leases as fully as Assignor himself



could do, including, without limiting the generality of the foregoing, enforcing, modifying, extending or terminating any or all of the Leases, collecting, modifying, compromising, waiving or increasing any or all the Rents, and obtaining new Tenants and entering into new Leases on the Premises on any terms and conditions deemed desirable by Assignee, and, to the extent Assignee shall incur any cost in connection with the performance of any such activities, including costs of litigation, then all such costs shall become a part of the indebtedness, shall bear interest from the date upon which Assignee so incurs such costs at the interest default rate specified in the Note and shall be due and payable on demand:

(d) Either with or without taking possession of the Premises, in Assignee's own name or in Assignor's name, demand, sue for or institute any legal or equitable action which Assignee in its sole discretion deems desirable to collect and receive any or all of the Rents, including those past due and unpaid; and

(e) Upon any collection of Rents pursuant to this Assignment, Assignee shall apply such Rents in accordance with the provisions of the Mortgage in such order as Assignee in its sole discretion may elect against the payment of (i) all costs and expenses, including reasonable attorneys' fees, of managing and operating the Premises, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary or desirable, all expenses of operating and maintaining the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, ground rents, service charges and fees and any other liens, all premiums for all insurance which Assignee may deem necessary or desirable, the cost of all alterations, renovations, repairs or replacements and expenses incurred in connection with the performance of Assignor's obligations under the Leases, and in connection with the collection of the Rents, issues and profits from the Leases and the Premises and all other expenses incident to taking and retaining possession of the Premises; (ii) all costs and expenses, including reasonable attorneys' fees, incurred in the collection of all or any of the indebtedness, including all costs, expenses and attorneys' fees incurred in seeking to realize on or to protect or preserve Assignee's interest in any other collateral securing any or all of the indebtedness; and (iii) the prepayment of the Note, as required or permitted therein.

Assignee shall have full right to exercise any or all of the foregoing remedies with or without the commencement of any legal or equitable action or the appointment of any receiver or trustee, and shall have full right to make entry upon, take possession of, use and operate all or any portion of the Premises which Assignee in its sole discretion deems desirable to effectuate any or all of the foregoing remedies in accordance with the Loan Documents. The entering upon and taking possession of such Premises, the appointment of a receiver, the collection of any Rents and the application thereof as herein provided shall not cure or waive any Default or waive, modify or affect notice of default under the Mortgage or invalidate any act done pursuant to said notice, nor in any way operate to prevent Assignee from pursuing any remedy which now or hereafter it may have under the terms and conditions of the Mortgage, the Note, any other Loan Document or at law or equity.

3.3. INDEMNITY. Assignee shall not be liable for any loss sustained by Assignor resulting from any act or omission of Assignee with respect to the Leases, the Rents or the Premises unless such loss is caused by the willful misconduct or gross negligence of Assignee.





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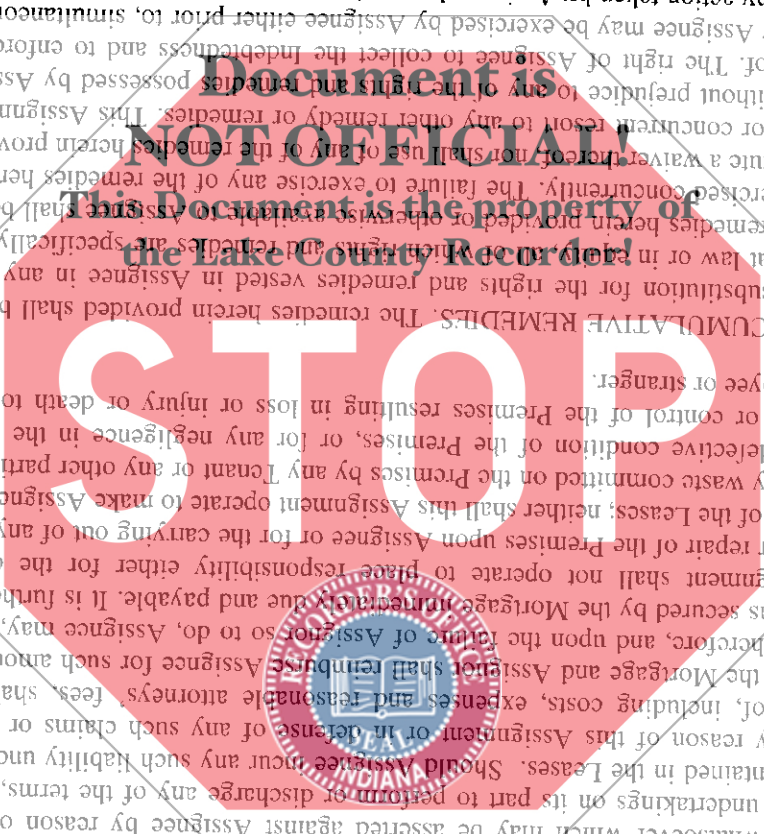
4.1. NOTICES. Any notice, demand, consent, approval, direction, agreement or other communication (any "Notice") required or permitted hereunder shall be in writing and shall be validly given if sent in the manner set forth in the Loan Agreement.

4.2. CONFLICTING TERMS. In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of this Assignment shall prevail with respect to the Assignee's rights in and to the Leases and the Rents, but whenever possible, the

**ARTICLE IV  
GENERAL PROVISIONS**

3.4. CUMULATIVE REMEDIES. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies vested in Assignee in any of the Loan Documents or at law or in equity and in which rights and remedies are specifically reserved by Assignee. The remedies herein provided or otherwise available to Assignee shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies herein provided prevent the subsequent or concurrent resort to any other remedy or remedies. This Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Indebtedness and to enforce any other security held by Assignee may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by Assignee hereunder. It is intended that this paragraph shall be broadly construed so that all remedies herein provided or otherwise available to Assignee shall continue and be each and all available to Assignee until the Indebtedness shall have been paid in full.

Assignee shall not be obligated to perform or discharge, and Assignee does not hereby undertake to perform or discharge, any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignor shall, and does hereby agree to, indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Assignee incur any such liability under the Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amounts thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and by the Mortgage and Assignor shall reimburse Assignee for such amounts promptly after demand therefor, and upon the failure of Assignor so to do, Assignee may, at its option, declare all sums secured by the Mortgage immediately due and payable. It is further understood that this Assignment shall not operate to place responsibility either for the control, care, management or repair of the Premises upon Assignee or for the carrying out of any of the terms and conditions of the Leases; neither shall this Assignment operate to make Assignee responsible or liable for any waste committed on the Premises by any Tenant or any other parties, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any Tenant, licensee, employee or stranger.



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4.9. FURTHER ASSURANCES. At any time and from time to time, upon request by Assignee, Assignor will make, execute and deliver, or cause to be made, executed and delivered, to Assignee and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Assignee, any and all such other and further assignments, instruments of further assurance, certificates and other documents, including, without limitation, memorandums of Leases and assignments of Leases not yet executed as of the date hereof, as may, in the opinion of Assignee, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the obligations of Assignor under this Assignment and (b) the interests transferred by this Assignment as an absolute and present assignment of the Leases and the Rents. Upon any failure by Assignor so to do, Assignee may make, execute, record, file, re-record and/or refile any and all such assignments, instruments, certificates, and documents for

the parties or signatories hereto may execute this Assignment by signing any such counterpart.

4.8. COUNTERPARTS. This Assignment may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of

provision of this Assignment. person other than Assignee shall under any circumstances be deemed to be a beneficiary of any Assignment, or to assume that Assignee will exercise any remedies provided herein, and no other person shall have standing to bring an action against Assignee as the result of this benefit of Assignee and its successors and assigns. No Tenant under any of the Leases nor any

4.7. NO THIRD PARTY BENEFICIARIES. This Assignment is made solely for the benefit of Assignee and its successors and assigns. No Tenant under any of the Leases shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

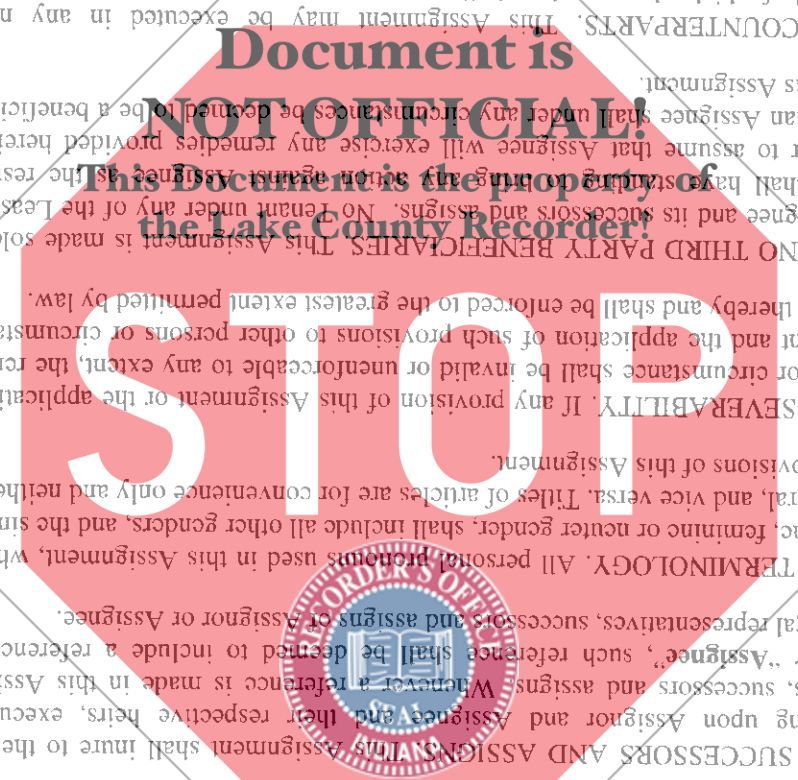
4.6. SEVERABILITY. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.5. TERMINOLOGY. All personal pronouns used in this Assignment, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa. Titles of articles are for convenience only and neither limit nor amplify the provisions of this Assignment.

4.4. SUCCESSORS AND ASSIGNS. This Assignment shall inure to the benefit of Assignor and Assignee, their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Assignment to "Assignor" or "Assignee", such reference shall be deemed to include a reference to heirs, executors, legal representatives, successors and assigns of Assignor or Assignee.

4.3. MODIFICATIONS. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

provisions hereof shall be deemed supplemental to and not in derogation of the provisions of the Mortgage.



and in the name of Assignor, and Assignor hereby irrevocably appoints Assignee the agent and attorney-in-fact of Assignor, coupled with an interest, so to do.

4.10. MISCELLANEOUS. Assignor hereby consents and agrees that Assignee may at any time, and from time to time, without notice to or further consent from Assignor, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account, securing the Indebtedness; substitute for any collateral so held by it, other collateral of like kind, or of any kind; agree to modifications of the terms of the Note or the other Loan Documents; extend or renew the Note or any of the other Loan Documents for any period; grant releases, compromises and indulgences with respect to the Note or the other Loan Documents to any persons or entities now or hereafter liable thereunder or hereunder; release any guarantor or endorser of the Note or any other loan instrument; or take or fail to take any action of any type whatsoever; and no such action which Assignee shall take or fail to take in connection with the Loan Documents, or any of them, or any security for the payment of the Indebtedness or for the performance of any obligations or undertakings of Assignor, nor any course of dealing with Assignor or any other person, shall release Assignor's obligations hereunder, affect this Assignment in any way or afford Assignor any recourse against Assignee. The provisions of this Assignment shall extend and be applicable to all replacements, substitutions, renewals, amendments, extensions, consolidations and modifications of the Loan Documents and the Leases, and any and all references herein to the Loan Documents or the Leases shall be deemed to include any such replacements, substitutions, renewals, amendments, extensions, consolidations or modifications thereof.

4.11. GOVERNING LAW. This entire transaction and all terms and provisions in this Assignment and the other Loan Documents shall be governed by the laws of the State of Indiana.

4.12. TIME OF ESSENCE. Time is of the essence of this Assignment.

4.13. DEFINITIONS. Any capitalized terms in this Assignment not otherwise specifically defined in this Assignment, shall have the same meanings as set forth in the Loan Agreement.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*



A handwritten signature or set of initials in black ink, appearing to be "AT".

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed under seal, the day and year first above written.

**BORROWER:**

ANT Savings Corp., a Florida corporation

By: Abhiram

Name: Abhiram Garapati

Title: President

Great Britain and Northern Ireland }  
London, England } ss  
Embassy of the United States of America

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

On this the 09 day of OCT 2015, before me, the undersigned, a Notary Public, appeared in person the within named Abhiram Garapati, to me personally well known, who stated that he is the President of ANT Savings Corp., a Florida corporation and who further stated that he was duly authorized in such capacity as President to execute the foregoing instrument for and in the name of the corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

My Commission Expires:  
**Commission Indefinite**

SEAL

Thomas Smith  
Notary Public

Thomas Smith  
Vice Consul  
United States of America  
London, England  
Commission Indefinite

This instrument was prepared by:  
John D. Alford  
Hayes, Alford, Johnson & Conley, PLLC  
700 South 21<sup>st</sup> Street  
Fort Smith, Arkansas 72901



**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.**

*Handwritten initials*

(14)

MS



Description of the Land

EXHIBIT A

**EXHIBIT A**

Lots 13 thru 17, both inclusive, and that part of Lots 18, 41, 42, 43, 44, 45 and 46, all in Block 5, also that part of the North and South 16 foot alley in said Block 5, described as follows: Beginning at the Northwest corner of said Lot 13 in Block 5; thence South 89 degrees 59 minutes 07 seconds East, 225.83 feet along the North line of said Lots 13 and 46; thence South 0 degrees 59 minutes 19 seconds West, parallel with the West line of said Block 5, 139.82 feet; thence North 89 degrees 59 minutes 07 seconds West parallel with the said North, 225.83 feet to the West line of said Block 5; thence North 0 degrees 59 minutes 19 seconds East, along the West line of said Block 5, 139.82 feet to the point of beginning, all being in the Subdivision of the Southeast Quarter of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Indiana, as the same appears of record in Plat Book 2, page 11, in Lake County, Indiana.

