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**CONFIRMATION OF OBLIGATIONS SECURED BY MORTGAGE AND LESSOR'S
COLLATERAL ASSIGNMENTS OF LEASES AND RENTS**

This Agreement is made this 28th day of July, 2016 by and between UTTAM LLC, an Indiana limited liability company (hereinafter referred to as the "Mortgagor"), and Citizens Bank, National Association (formerly known as RBS Citizens, National Association, successor to Charter One Bank, N.A.), a national banking association having its principal place of business in Boston, Suffolk County, Massachusetts (hereinafter referred to as the "Bank").

WHEREAS, the Mortgagor is an affiliate of Dave Donuts Inc., Dave Donuts II LLC, Shree Balagi, Inc., Dave Donuts III, LLC, Boucher Inc., each Indiana companies (together with Mortgagor the "Obligors" and each an "Obligor"), and depends upon the continued existence of all of the Obligors for its own business relationships; and

WHEREAS, the Obligors have requested that the Bank make extensions of credit or other financial or banking accommodations to the Obligors; and

WHEREAS, it is in the best interest of the Mortgagor for the Obligors to obtain such credit and/or financial or banking accommodations from the Bank; and

WHEREAS, the Bank is the holder of a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from the Mortgagor dated August 6, 2015, recorded at the Lake County Recorder's Office as Instrument No. 2015-058840, as the same may have been amended, covering the premises known and number as 7410 Kennedy Avenue, Hammond, Indiana as more completely described in Exhibit A attached hereto (hereinafter referred to as the "Mortgage"); and

WHEREAS, the Bank is the holder of a certain Lessor's Collateral Assignment of Leases and Rents dated August 6, 2015, and recorded at the Lake County Recorder's Office as Instrument No. 2015-058841, as the same may have been amended, relating to the lease of the premises located at known and number as 7410 Kennedy Avenue, Hammond, Indiana (the "Lease Assignment") (collectively the Mortgage and the Lease Assignment shall be referred to as the "Loan Documents"); and

WHEREAS, the Bank is unwilling to make the requested extensions of credit or other financial or banking accommodations to the Obligors unless the Loan Documents secure the full payment and performance of all liabilities, agreements and other obligations of the Obligors to the Bank; and

WHEREAS, the Mortgagor is the owner of the equity of redemption of the premises in St. John, Indiana, conveyed by the Mortgage.

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TITLE COMPANY

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2016 AUG 10 AM 10:03
MICHAEL B. BROWN
RECORDER

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD



NOW, THEREFORE, in consideration of these presents and \$1.00 and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, the Mortgagor and the Bank hereby agree as follows:

1. The Mortgagor and the Bank hereby confirm and agree that the Loan Documents secure, in addition to the payment, performance and observance of all other liabilities, obligations covenants, terms and conditions referred to in the Loan Documents as being secured thereby, the full and punctual payment when due (whether at maturity, by acceleration or otherwise), and the performance, of all liabilities, agreements and other obligations of the Obligors to the Bank, and each of them, whether direct or indirect, absolute or contingent, sole, joint or several, due or to become due, secured or unsecured, now existing or hereafter arising or acquired (whether by way of discount, letter of credit, lease, loan, overdraft or otherwise), including without limitation those obligations pursuant to:

a. the Credit Agreement (the "Credit Agreement") dated September 30, 2013 by and among the Obligors, as amended by First Amendment to Credit Agreement dated October 2, 2014, and by Second Amendment to Credit Agreement dated the date hereof, providing a \$453,000 term loan, a \$600,000 development line of credit loan, a \$2,000,000 development line of credit loan, and a \$3,200,000 development line of credit loan, and any extensions, renewals and modifications thereof and any substitutions therefor; and

b. the promissory note of the Obligors dated September 30, 2013, in the original principal amount of Four Hundred Fifty Three Thousand Dollars (\$453,000.00), and any extensions, renewals and modifications thereof and any substitutions therefor.

c. the promissory note of the Obligors dated September 30, 2013, in the original principal amount of Six Hundred Thousand Dollars (\$600,000.00), and any extensions, renewals and modifications thereof and any substitutions therefor.

d. the promissory note of the Obligors, dated October 2, 2014, in the original principal amount of Two Million Dollars (\$2,000,000.00), and any extensions, renewals and modifications thereof and any substitutions therefor.

e. the promissory note of the Obligors dated the date hereof, in the original principal amount of Three Million Two Hundred Thousand Dollars (\$3,200,000.00), and any extensions, renewals and modifications thereof and any substitutions therefor.

f. All Term Out Notes issued under the Credit Agreement.

2. The Mortgagor agrees to perform and observe the conditions and covenants of the Mortgage as confirmed hereby, and to pay the principal and interest secured by the Mortgage as so confirmed when due. The Mortgagor hereby reaffirms

its grant to the Bank as of the date of the Mortgage and as of the date hereof of the premises described in the Mortgage and shall have all rights and remedies available to it under the Mortgage as hereby confirmed, and/or pursuant to any other instrument evidencing, securing, guaranteeing or otherwise related to any of the obligations secured thereby, all such rights and remedies being cumulative.

3. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

5. As amended hereby, all other terms and conditions of each of the Loan Documents shall remain in full force and effect.

6. This Agreement may be executed by the parties hereto individually or in any combination of the parties hereto in several separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.



Executed under seal this 28th day of July, 2016.

UTTAM LLC

By: [Signature]
Its Manager

STATE OF Indiana

COUNTY OF Lake

Document is NOT OFFICIAL!

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Devi N. Patel, known to me to be the Manager of o UTTAM LLC, an Indiana limited liability company, who, having been duly sworn under oath, certifies the he/she is fully authorized to execute and deliver this instrument on behalf of UTTAM LLC, and acknowledged the execution of the foregoing instrument for and on behalf of UTTAM LLC.

Witness my hand and Notarial Seal the 28 day of July, 2016.



[Signature]
RESIDING IN Lake

NOTARY PUBLIC
COUNTY, IN



"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each document's identifying number in this document, unless required by law."

Thomas Sideris

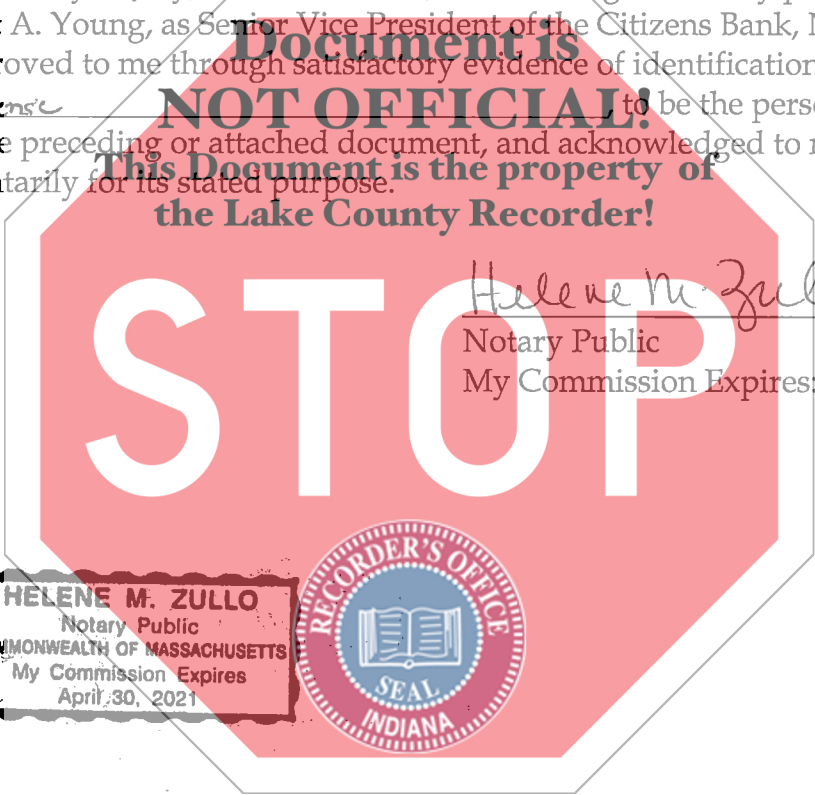
CITIZENS BANK, NATIONAL ASSOCIATION

By: Scott A. Young
Its Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

Middlesex South ss.

On this 27th day of July, 2016, before me, the undersigned notary public, personally appeared Scott A. Young, as Senior Vice President of the Citizens Bank, National Association, proved to me through satisfactory evidence of identification, which was MA drivers license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Helene M. Zullo
Notary Public
My Commission Expires:

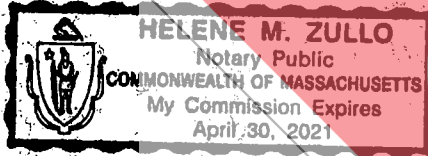


EXHIBIT A

Property Description

to
Lots 33 and 40, both inclusive, Block 4, in Roxana First Addition to Hammond, in the City of Hammond, as per plat thereof, recorded in Plat Book 20, page 24, in the Office of the Recorder or Lake County, Indiana.

Commonly known as: **7410 Kennedy Avenue, Hammond, Indiana**

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