

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 058847

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MICHAEL B. BROWN
RECORDER

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LESSOR'S COLLATERAL ASSIGNMENT OF LEASE(S) AND RENTS

THIS ASSIGNMENT MADE AS OF THIS ^{29th} day of August, 2017 by BALI LLC, an Indiana limited liability company, with an address of 1009 Cambridge Lane, Schererville, IN 46375, hereinafter called the "Assignor", to Citizens Bank, National Association having its principal place of business at 28 State Street, Boston, MA 02109, hereinafter called the "Assignee".

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Chicago Title Insurance Company

The Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, transfers and assigns to the Assignee the Assignor's entire lessor's interest(s) in, to and under the lease(s) (the "Lease(s)") affecting all or part of the premises in Lake County, Indiana described in Exhibit A attached hereto and made a part hereof (said premises and any buildings or other structures now or hereafter situated thereon being hereinafter referred to as the "Premises") including but not limited to those Leases described in Exhibit B attached hereto and made a part hereof.

Together with all rents, income and profits arising from the Lease(s) and any renewals or extensions thereof and together with all rents, income and profits from the Premises or any part thereof for the use and occupation of the same or otherwise, and the entire lessor's interest(s) in all leases affecting the Premises or any part thereof which may be executed in the future during the term of this Assignment, together with all rents, income and profits arising from such leases and any renewals or extensions thereof.

This Assignment is made for the purpose of securing (hereinafter rhte :

A. the payment, performance and observance of all terms, conditions, covenants, and agreements on the part of Assignor and Krishna Aum Shiv, Inc., Urat, Inc., S.A.I. Donuts Inc., Doloma, Inc., Aumshiv, Inc., Balagi, Inc., Priya, Inc., Aumshiv II, LLC, Aumshiv III, LLC, Devarshi, LLC, and Alani I LLC and Assignor (hereafter "Debtors") to be paid, performed or observed pursuant to:

1. the Amended and Restated Credit Agreement (the "Credit Agreement") dated January 31, 2017 by and among the Debtors providing a

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\$4,250,000.00 development line of credit loan, and any extensions, renewals and modifications thereof and any substitutions therefor; and

2. the promissory note of the Debtors dated January 31, 2017, in the original principal amount of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00), and any extensions, renewals and modifications thereof and any substitutions therefor; and

3. All Term Out Notes issued under the Credit Agreement; and

4. The Unlimited Guaranty of Assignor (the "Guaranty") in favor of the Assignee dated the date hereof of the obligations of the each of the Debtors and Shree Balagi, Inc. to the Assignee, and any extensions, renewals and modifications thereof and any substitutions therefor.

B. The payment, performance and observance of all the terms, conditions, covenants and agreements contained herein.

C. The payment, performance and observance of all other liabilities and obligations of the Assignor to the Assignee, whether direct or indirect, absolute or contingent, sole, joint or several, secured or unsecured, due or to become due, now existing or hereafter arising.

All of the obligations, liabilities, undertakings, covenants, agreements, terms and conditions the payment, performance or observance of which are secured hereby, are hereinafter referred to collectively as the "Obligations". The Assignor covenants with the Assignee to pay, perform and observe the Obligations and not to permit the occurrence of any default or other acceleration event with respect to any of the same.

The Assignor shall be in default hereunder upon the occurrence of any of the following events (each an "Event of Default"):

a. Any default in the payment, performance or observance of the Obligations or any of them that continues uncured beyond any applicable grace period in respect thereof;

b. Any "Event of Default" as defined in a Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing from Assignor to Assignee of even date herewith (the "Mortgage").

The Assignor covenants with the Assignee to observe and perform all the obligations imposed upon the lessor(s) under the Lease(s) and any other leases affecting the Premises or any part thereof made in the future and not to do or permit to be done anything to impair the security thereof; not to collect any of the rent, income or profits arising or accruing under the Lease(s) or from the Premises or any part thereof in advance

of the time when the same shall become due; not to execute any lease, sublease or agreement affecting the Premises or any part thereof without first obtaining the Assignee's written consent thereto; not to execute any lease, sublease or agreement affecting the Premises or any part thereof, providing for payment of rent for more than one (1) month in advance; not to receive any rent, income or profits from the Premises or any part thereof for more than one (1) month in advance; not to execute any other assignment of the lessor's interest(s) in the Lease(s) or any of them or any assignment of rents arising or accruing from the Lease(s) or from the Premises unless made specifically subject to this Assignment; not to alter, modify or change the terms of the Lease(s) or future leases or any of the same or cancel or terminate the same or any of them or accept or consent to a surrender or assignment of any of the same or a subletting of the parts of the Premises affected by any of the same without the prior written consent of the Assignee; and at the Assignee's request to execute and deliver additional instruments of assignment and transfer to the Assignee of any and all future leases affecting all or any part of the Premises, such assignments to contain representations that the leases so assigned are in full force and effect, that there are no lessor or lessee defaults thereunder, that no rent reserved thereunder has been assigned or anticipated and that no rent due subsequent to the date of assignment has been collected in advance of the time when due.

This Assignment is made on the following terms, covenants and conditions:

1. So long as there shall exist no Event of Default under this Assignment, the Assignor shall have the right to collect at the time of, but not prior to, the date provided for the payment thereof, all rents, income and profits arising under the Lease(s) or from the parts of the Premises affected thereby and to retain, use and enjoy the same.
2. Upon or at any time after the occurrence of an Event of Default, the Assignee, without in any way waiving such default and after the expiration of any applicable grace period in respect thereof, may at its option without notice and without regard to the adequacy of any other security for the Obligations or any of them, either 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 parts of Premises affected by the Lease(s) and future leases or any of them and have, hold, manage, lease, rent and operate the same on such terms and for such periods of time as the Assignee may deem proper and, either with or without taking possession of such parts of the Premises in its own name, sue for or otherwise collect and receive all rents, income and profits from the Premises and/or arising under the Lease(s) or future leases or any of them, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs or replacements to or of the Premises as may seem proper to the Assignee, and to apply such rents, income and profits to the payment of: (a) all expenses of managing the Premises or any part thereof including, without being limited thereto, the salaries, fees and wages of a managing agent and such other agents, employees or independent contractors as the Assignee may deem necessary or desirable, and all expenses of operating and maintaining the Premises or any part thereof, including, without being limited thereto,

all taxes, charges, claims assessments, water and sewer charges and any other liens, and premiums for all insurance which the Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Premises or any part thereof; and (b) the Obligations, together with all costs and attorneys' fees, in such order of priority as to any of the items mentioned in this Paragraph 2 as the Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. The exercise by the Assignee of the option granted it in this Paragraph 2 and the collection of the rents, income and profits and the application thereof as herein provided shall not be considered a waiver by the Assignee of any default under the Mortgage, the Notes, the Lease(s) or future leases or any of them or this Assignment or a waiver of any right under any guaranty of any of the Obligations.

3. Upon payment, performance and observance in full of the Obligations, this Assignment shall become void and of no effect, but the affidavit, certificate, letter or statement of any authorized officer, agent or attorney of the Assignee showing any part of the Obligations has been paid, the property of observed shall be and constitute conclusive evidence of the Validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. The Assignor hereby authorizes and directs all tenants, lessees, licensees and occupants of the Premises or any part thereof, present or future, upon receipt from the Assignee of written notice to the effect that an Event of Default has occurred, to pay over to the Assignee all rents, income and profits arising or accruing from the Premises and under any and all Leases, and to continue to do so until otherwise notified by the Assignee.

4. Nothing contained in this Assignment and no act done or omitted by the Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under the Notes, Mortgage, or any other document evidencing, securing, guaranteeing or otherwise related to any of the Obligations, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms of the Mortgage, the Notes or any such other document. The right of the Assignee to collect the Obligations and to enforce any other security therefor held by it may be exercised by the Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

5. The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Premises or any part thereof after an Event of Default or from any other act or omission of the Assignee in managing the Premises after an Event of Default unless such loss is caused by the willful misconduct and bad faith of the Assignee. Nor shall the Assignee be obligated to perform or discharge nor does the Assignee hereby undertake to perform or discharge any obligation, duty or liability under the Lease(s) or future leases or any of them or under or by reason of this Assignment, and the Assignor shall, and does hereby agree to indemnify the Assignee for, and to hold the Assignee harmless from, any and all liability, loss or damages which

may or might be incurred under the Lease(s) or future leases or any of them or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against the 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 Lease(s) or future leases or any of them. Should the Assignee incur any such liability under the Lease(s) or future leases or any of them or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and the Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of the Assignor to do so the Assignee may, at its option and without prejudice to any other rights the Assignee may have against the Assignor on account thereof, declare all sums secured hereby immediately due and payable. And it is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises or any part thereof upon the Assignee, nor for the carrying out of any of the terms and conditions of the Lease(s) or future leases or any of them; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises by lessees, tenants, licensees, occupants or any other persons, 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 lessee, tenant, licensee, occupant, employee, stranger or any other person.

This Assignment shall be binding upon the Assignor and its heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns, including without limitation any subsequent holder of the Notes. Whenever more than one person comprises the Assignor, the obligations of the Assignor hereunder shall be joint and several.

As used herein "leases" shall be deemed to include, without limitation, tenancy, license and concessionaire agreements relating to the Premises or any part thereof. All references herein to the lessor's interest in any leases shall be deemed to include, without limitation, the interest of a sublessor in any subleases.

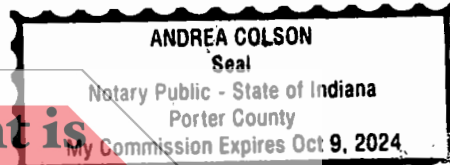
[signature page to follow]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused these presents to be duly executed under seal the day and year first above written.

ASSIGNOR

BALI LLC

By: Tarulata Patel
Its Manager



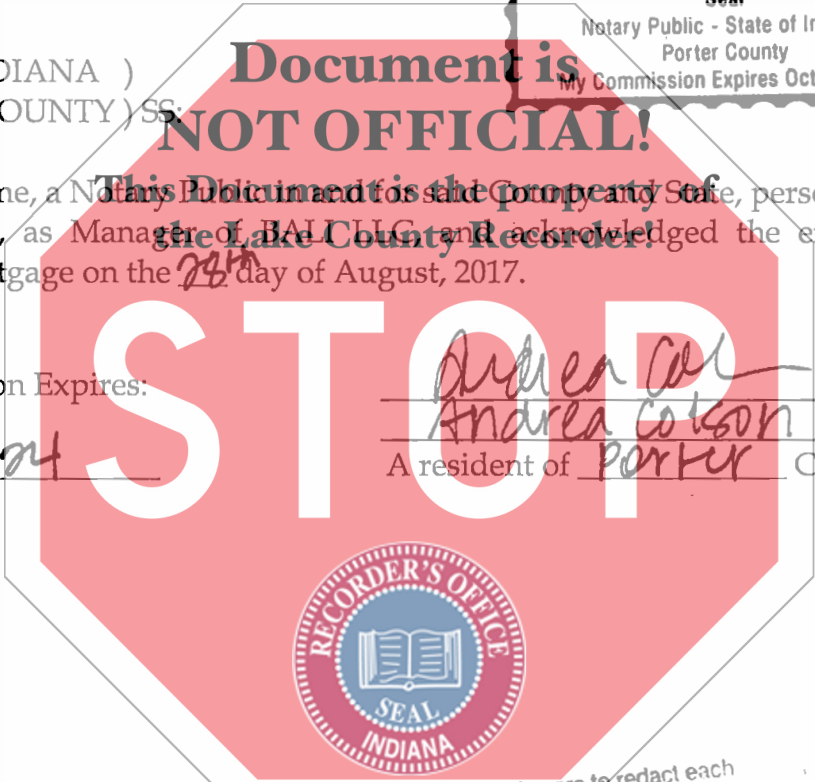
STATE OF INDIANA)
Lake COUNTY) SS:

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Before me, a Notary Public, personally appeared Tarulata Patel, as Manager of BALI LLC, and acknowledged the execution of the foregoing Mortgage on the 24th day of August, 2017.

My Commission Expires:
10/09/2024

Andrea Colson
Andrea Colson, Notary Public
A resident of Porter County, Indiana.



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.

This document prepared by Christopher J. Currier Esq.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused these presents to be duly executed under seal the day and year first above written.

ASSIGNEE
CITIZENS BANK, NATIONAL ASSOCIATION

By: Scott A. Young
Its Senior Vice President

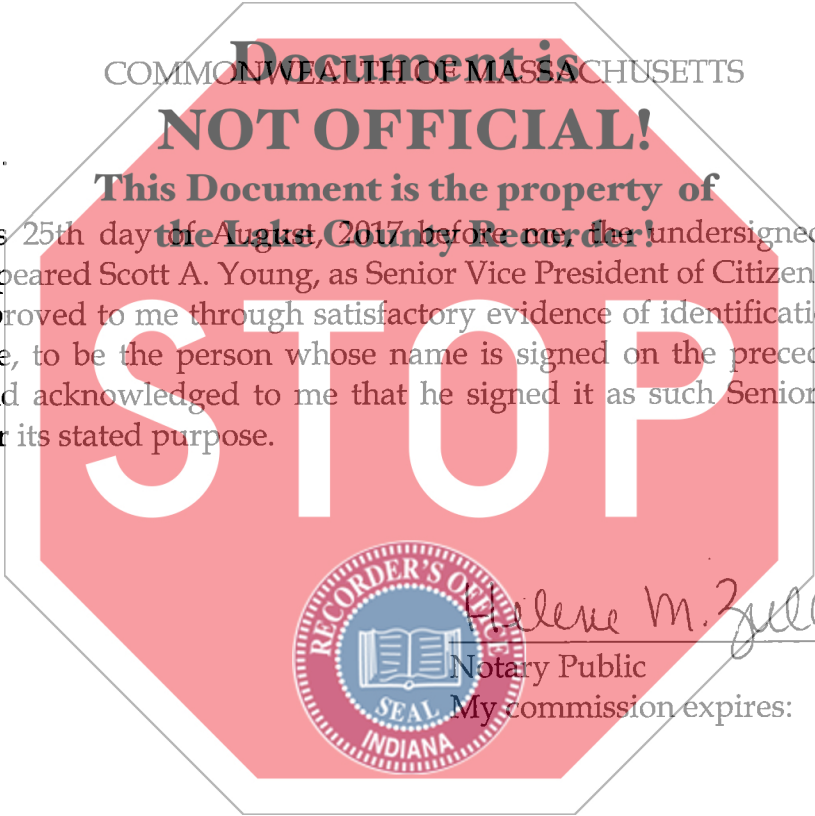
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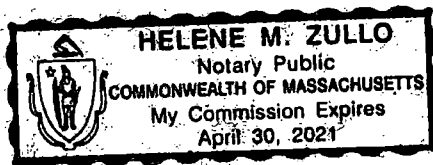
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On this 25th day of August, 2017, before me, the undersigned notary public, personally appeared Scott A. Young, as Senior Vice President of Citizens Bank, National Association, proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as such Senior Vice President, voluntarily for its stated purpose.



Helene M. Zullo
Notary Public
My commission expires:



IN WITNESS WHEREOF, the Assignor and the Assignee have caused these presents to be duly executed under seal the day and year first above written.

ASSIGNEE
CITIZENS BANK, NATIONAL ASSOCIATION

By: Scott A. Young
Its Senior Vice President

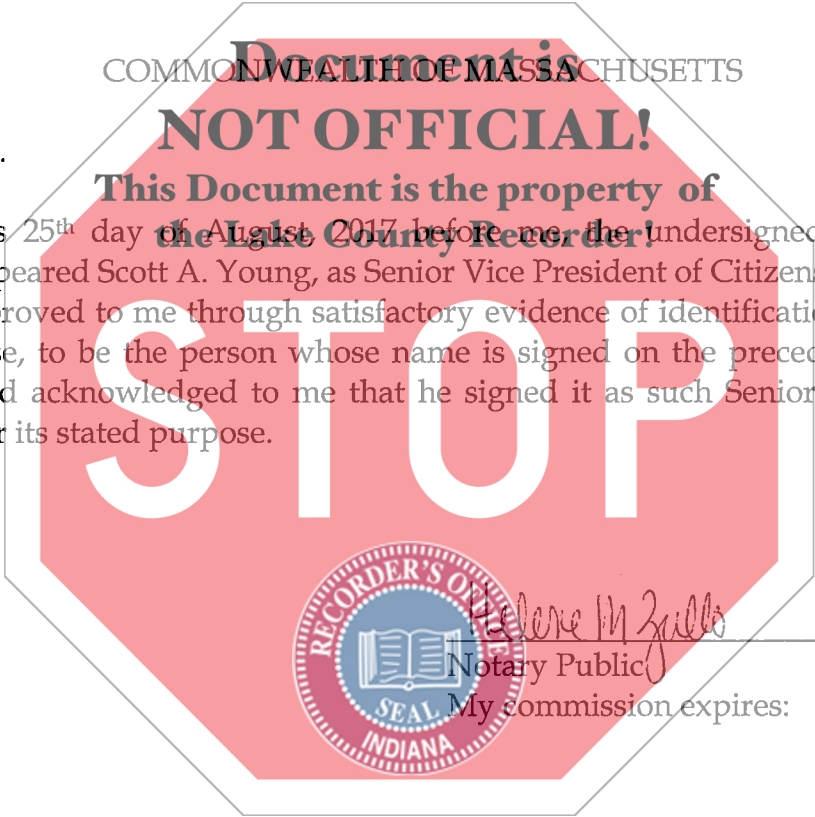
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

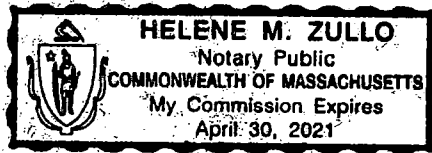
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On this 25th day of August 2017 before me, the undersigned notary public, personally appeared Scott A. Young, as Senior Vice President of Citizens Bank, National Association, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as such Senior Vice President, voluntarily for its stated purpose.



Helene M Zullo
Notary Public
My commission expires:



**EXHIBIT A
TO
LESSOR'S COLLATERAL ASSIGNMENT OF LEASE(S) AND RENTS**

Lot 2A the Resubdivision of Lot 1, Main Crossing, an addition to the Town of Munster, Lake County, Indiana, as per plat thereof recorded August 15, 2017 in Plat Book 110 Page 46, as Instrument Number 2017 054513, in the Office of the Recorder of Lake County, Indiana.

Property Address: 10415 Calumet Ave., Munster, IN 46321



**EXHIBIT B
TO
LESSOR'S COLLATERAL ASSIGNMENT**

Lease Agreement for 10415 Calumet Avenue, Munster, Indiana, dated _____ by and between BALI LLC, as Landlord, and _____, as Tenant with respect to the land described in Exhibit A hereto and the buildings thereon.



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