

FORM COLLATERAL ASSIGNMENT OF MORTGAGE

This Instrument was prepared by:
NWL 2016 EVERGREEN LP, a Delaware limited partnership
3323 NE 163rd Street Suite 704,
North Miami Beach, FL 33160
Attn: Joel Eidelstein

And when recorded return to:
BankUnited, N.A. as Administrative Agent
7815 N.W. 148 Street
Miami Lakes, Florida 33016
Attn: Loan Administration Dept.

COLLATERAL ASSIGNMENT OF MORTGAGE

THIS COLLATERAL ASSIGNMENT OF MORTGAGE (the "Assignment") is made this 12 day of July, 2024, by NWL 2016 EVERGREEN LP, a Delaware limited partnership (the "Assignor"), with an address of 3323 NE 163rd Street Suite 704, North Miami Beach, Florida 33160 and in favor of BANKUNITED, N.A., as Administrative Agent on behalf of the Lenders, with an address for purposes hereof at 7815 NW 148th Street, Miami Lakes, Florida 33016 (together with its successors and assigns, the "Agent"):

WHEREAS, the Agent and the Lenders are making Loans (the "Loans") to Assignor evidenced by that certain Loan Agreement among the Assignor, the Agent and the other institutions from time to time party thereto, as lenders (the "Lenders") dated July 21, 2022 (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement") and the Loans are evidenced by Promissory Notes from Assignor to Lenders in the principal amount of the Loans (the "Notes").

NOW, THEREFORE, for better securing the repayment of the Loans and other good and valuable considerations paid to Assignor, the receipt of which is hereby acknowledged, Assignor does hereby assign, grant, bargain and convey to the Agent, on behalf of the Lenders, all of Assignor's right, title and interest in and to that certain Mortgage and Security Agreement (Financing Statement), made by OSBORNE STORAGE LLC, a Florida limited liability company, dated as of June 21, 2024, and recorded on June 28, 2024, under Instrument #2024-521033, of the Public Records of Lake County, IN (the "Mortgage"), that certain Assignment of Rents and Leases, made by OSBORNE STORAGE LLC, a Florida limited liability, dated as of June 21, 2024, and recorded on June 28, 2024, under Instrument #2024-5210354, of the Public Records of Lake County, IN (the "Assignment") and that certain State of Florida Uniform Commercial Code Financing Statement Form recorded on June 24, 2024, under Instrument #202401661776, of the Public Records of Lake County, Indiana (the "UCC-1"). The Mortgage currently encumbers the following described piece or parcel of land, situate and being in said County and State, to-wit:

See legal description attached hereto and made a part hereof as Exhibit "A".

The promissory note described in the Mortgage is also being endorsed to Lender pursuant to an allonge being executed of even date herewith. The promissory note, Mortgage, and all loan documents evidencing and/or securing such loan shall be collectively referred to herein as the "Collateral Obligations".

IN A 8155 Accommodation

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TO HAVE AND TO HOLD the same unto the Agent, on behalf of the Lenders, and their successors and assigns, until such time as the indebtedness evidenced by the Notes have been paid in full, for the purpose of further and collaterally securing (a) the payment of the indebtedness evidenced by the Notes, (b) the payment of all other sums which may become due and payable to Agent and the Lenders under the provisions of the Loan Agreement, the Notes and any other documents collateral thereto, and (c) the performance and observance of all of the other covenants and obligations of Assignor under the Loan Agreement, the Notes and any other documents collateral thereto.

This Assignment is delivered and accepted upon the following terms and conditions:

1. Without the prior written consent of the Agent in each instance, Assignor will not further sell, transfer, encumber or assign any of the above items, nor amend, modify, or waive any of the provisions thereof.
2. Assignor will duly and punctually perform and observe all its covenants and obligations under the above items and do all things necessary to maintain the above items in full force and effect.
3. This Assignment shall be in full force and effect as of the date hereof but so long as no event of default has occurred and in continuing under the terms of the Loan Agreement, the Notes, this Assignment or any other document collateral thereto, Assignor shall have a license to exercise all of the rights of the owner and to receive all of the benefits accruing to the owner under the above items.
4. Immediately upon the occurrence of any event of default under the terms of the Loan Agreement, the Notes, this Assignment, or any other document collateral thereto, the license referred to in section 3 immediately above shall cease and in such event, Lender is hereby expressly and irrevocably authorized and entitled to exercise all of the rights of Assignor to receive all of the benefits accruing to Assignor under the above items.
5. Nothing contained herein shall obligate or be construed to obligate Lender to perform or observe any of the covenants or obligations contained in the above items.
6. Assignor hereby agrees to defend, indemnify and hold Agent and each Lender harmless from and against any and all claims, demands, liability, loss, damage and expense, including reasonable attorneys' fees, which the Agent or any Lender may or shall incur under the above items or by reason of this Assignment, by reason of any action taken by the Agent or any Lender hereunder, or by reason of any alleged undertaking on Agent's or any Lender's part to perform or observe any of the covenants or obligations contained in the above items.
7. No delay by the Agent or any Lender in exercising any of its rights or remedies hereunder for any period, or at any time or times, shall be deemed to constitute a waiver or to preclude the exercise of any such rights or remedies. The rights and remedies of the Agent and each Lender hereunder are cumulative and are not in lieu of but are in addition to any other rights and remedies which Lender shall have under or by virtue of the Loan Agreement, the Notes, and any other documents collateral thereto, or as otherwise provided by law and may be exercised from time to time as often as such exercise is deemed expedient.
8. Assignor agrees to execute and deliver to Agent, on behalf of the Lenders, at any time or times during which this Assignment is in effect, such further instruments as the Agent may deem necessary to make effective this Assignment and the various covenants, obligations and agreements of Assignor contained herein, including but not limited to assignments of the promissory note to be held by the Agent pursuant to the terms of this Assignment.

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9. The Agent acknowledges that if the Collateral Obligations are in default, Assignor intends to pursue all legal remedies including filing suit on the notes and mortgages comprising the Collateral Obligations.

10. No change, amendment, modification, cancellation, or discharge hereof, or of any part hereof, shall be valid unless Lender shall have consented thereto in writing.

11. The terms, covenants and conditions contained herein shall be binding upon Assignor, its successors and assigns and all subsequent owners of the Loan Agreement, the Notes, and any other documents collateral thereto and shall inure to the benefit of Lender, its successors and assigns and all subsequent holders of the Loan Agreement, the Notes and any other documents collateral thereto.

12. This Assignment is a security agreement under the Uniform Commercial Code for the purpose of creating a lien on the personal property described herein.

13. This Collateral Assignment is subject to the representations and warranties made by Assignor in favor of the Agent and the Lenders in the Loan Agreement.

TO HAVE AND TO HOLD the same unto Lender, and the successors and/or assigns of Lender, forever.

[SIGNATURE PAGE TO FOLLOW]

Property of Lake County Recorder

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IN WITNESS WHEREOF, Assignor has caused this Collateral Assignment of Mortgage to be executed effective as of July 12, 2024.

Signed, sealed and delivered.
in the presence of

NWL 2016 EVERGREEN LP, a Delaware limited partnership

Valentina Lustgarten

By: Rivo Alto Capital Funding LLC, a Florida limited liability company, General Partner

Print Name: Valentina Lustgarten

By: Alerica, Inc, a Delaware Corporation, Manager

New Wave Loans Residential LLC
Address: 1835 NE Miami Gardens Dr, Suite 451
North Miami Beach, FL 33179

By: Joel Eidelstein, President

Ricardo Lianosz

Print Name: Ricardo Lianosz

New Wave Loans Residential LLC
Address: 1835 NE Miami Gardens Dr, Suite 451
North Miami Beach, FL 33179

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

)
) SS.
)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 12 day of July 2024, by Joel Eidelstein, President of Alerica, Inc a Delaware Corporation, the Manager of Rivo Alto Capital Funding, LLC, a Florida limited liability company, the General Partner of **NWL 2016 EVERGREEN LP**, a Delaware limited partnership on behalf of the partnership. Such person is personally known to me or has produced a Florida driver's license as identification.



Alexandra Nussenbaum
Comm.: HH 192571
Expires: Feb. 1, 2026
Notary Public - State of Florida

Alexandra Nussenbaum
Notary Public State of Florida

Alexandra Nussenbaum
Print Name of Notary Public

My Commission Expires: _____

I affirm, under the penalties for perjury, that I have taken responsible care to redact each Social Security Number in this document, unless required by law: Christine Wilhelm

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EXHIBIT A
Legal Description

LOT 1 IN OSBORNE STORAGE, AN ADDITION TO THE TOWN OF HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 117, PAGE 23 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as: 8621 Osborne Avenue, Highland, Indiana 46322
8601 Indianapolis ADJ Blvd. Highland, Indiana 46322

45-07-21-302-006.000-026

45-07-21-302-002.000-026

Property of Lake County Recorder