

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of August 18, 2023 (the “**Effective Date**”) by and between BMO HARRIS BANK N.A. (“**Assignor**”), ORION RHG LLC, a New Mexico limited liability company (“**Assignee**”), Pranay Kumar Bajjuri (“**Bajjuri**”), Srinivas Kotha (“**Kotha**”), and Heerad Farkhor (“**Farkhor**,” hereinafter, Bajjuri, Kotha and Farkhor may be referred to collectively as “**Guarantors**”).

1. As of the Effective Date, and subject to the terms and conditions of this Agreement, Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor’s right, title and beneficial interest in and to the following judgments (collectively, the “**Judgments**”):

- a. Default judgment entered in favor of Assignor on February 24, 2023 in Case No. EQCV 105980 pending in the Iowa District Court in and for Page County (the “**Foreclosure Lawsuit**”),
- b. Default judgment entered in favor of Assignor on April 13, 2023 in the Foreclosure Lawsuit,
- c. Decree of foreclosure entered in favor of Assignor on May 3, 2023 in the Foreclosure Lawsuit, and
- d. Amended decree of foreclosure entered in favor of Assignor on May 15, 2023 in the Foreclosure Lawsuit.

2. As consideration for the assignment of the Judgments provided for herein, on or before the Effective Date Assignee shall pay to Assignor \$110,000.00 (the “**Assignment Payment**”) via certified funds or wire transfer and pursuant to instructions to be provided by Assignor to Assignee.

3. Assignor hereby represents and warrants to Assignee that, as of August 11, 2023, Narke Capital Timbercreek LLC, Shiba Prop Limited Liability Company, SSPG LLC, Bajjuri, Kotha, Farkhor, Alphalux Capital LLC, Anand Karney and Sudha Karney owe the following amounts to Assignor pursuant to one or more of the Judgments: accrued and unpaid interest in the amount of \$105,860.23, late charges in the amount of \$7,317.98, costs incurred in the amount of \$23,287.24, attorneys’ fees in the amount of \$24,761.50, and court costs in the amount of \$5,685.55.

4. Upon receipt of the Assignment Payment and the execution of this Agreement by all parties hereto, Assignor shall file a notice of assignment of the Judgments in the Foreclosure Lawsuit.

5. Assignee hereby acknowledges and agrees it is accepting Assignor’s interest in the Judgments to be conveyed pursuant to this Agreement on an “as is, where is, with all faults” basis, without recourse, and without any representations or warranties other than Assignor’s specific warranties and representations set forth hereinabove. Without limiting the foregoing, and except for Assignor’s specific warranties and representations set forth hereinabove, Assignee further acknowledges and agrees Assignor has not made, whether in this Agreement or otherwise – and Assignee hereby affirmatively waives and shall be forever barred from asserting any claim against Assignor with respect to – any representation, warranty, promise, covenant, agreement

or statement of any nature concerning the quality, collectability, sufficiency or enforceability of the Judgments.

6. Guarantors, jointly and severally, release, acquit, and forever discharge Assignor and any subsidiaries, affiliates, participants, officers, directors, agents, employees, servants, attorneys, predecessors-in-interest, and representatives, as well as the respective heirs, personal representatives, successors, and assigns of any and all of them (hereafter collectively called the "**Released Bank Parties**") from any and all rights, demands, claims, suits, debts, obligations, agreements, actions, and causes of action of whatever nature, character, or description whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, Guarantors may have or claim to have against one or more of the Released Bank Parties, including without limitation those that in any way relate to or arise from the Foreclosure Lawsuit and/or the guarantees the Guarantors signed in favor of Assignor. In addition, Guarantors, jointly and severally, agree not to commence, join in, prosecute, or participate in any suit or other proceeding in a position that is adverse to any of the Released Bank Parties arising directly or indirectly from any of the foregoing matters.

[Signature page follows]

[Signature page to Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the Effective Date set forth above.

ASSIGNOR:

BMO HARRIS BANK N.A.

By: _____

Title: _____

ASSIGNEE:

ORION RHG LLC, a New Mexico limited liability company



08 / 15 / 2023

By: Nirmal Gorla

Title: _____

Authorized Manager

GUARANTORS:



08 / 15 / 2023

PRANAY KUMAR BAJJURI



08 / 15 / 2023

SRINIVAS KOTHA



08 / 15 / 2023

HEERAD FARKHOOR

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08 / 16 / 2023
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