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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL A. BROWN

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

THIS INSTRUMENT (hereinafter called the "Mortgage") is made this 3rd day of March, 2006, from CROWN POINT PARTNERS, LLC, an Indiana limited liability company having a notice address of 401 Pennsylvania Parkway, Indianapolis, Indiana 46280 (hereinafter called "Mortgagor"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association having a notice address of 10 West Market Street, 8th Floor, Indianapolis, Indiana 46204 (hereinafter called "Mortgagee").

WITNESSETH:

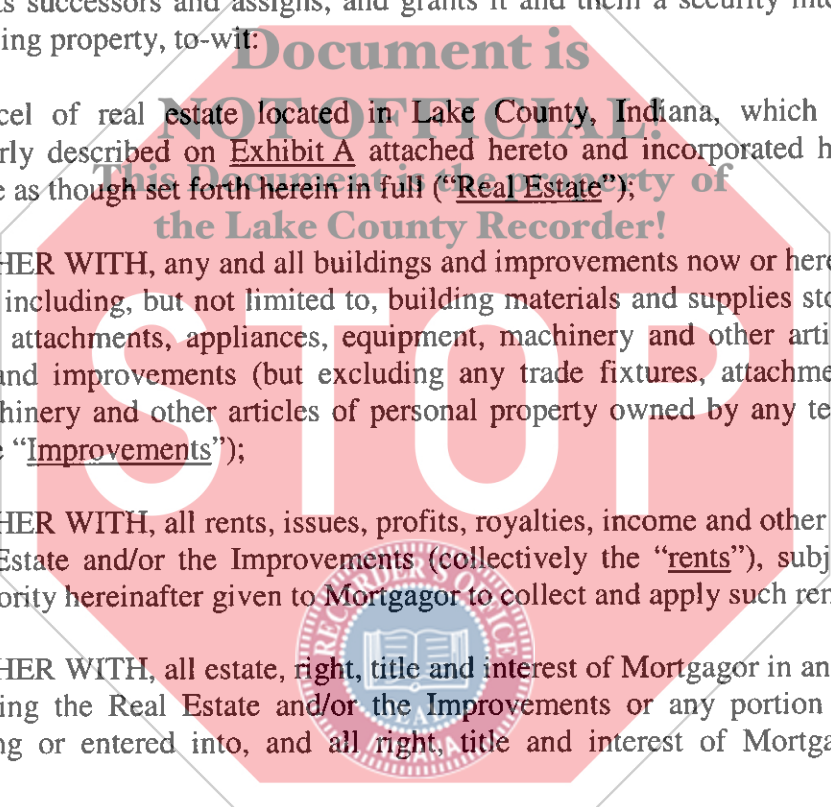
FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited, the receipt of which is hereby acknowledged, Mortgagor hereby mortgages and warrants to Mortgagee, its successors and assigns, and grants it and them a security interest in and lien upon, the following property, to-wit:

The parcel of real estate located in Lake County, Indiana, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference as though set forth herein in full ("Real Estate");

TOGETHER WITH, any and all buildings and improvements now or hereafter erected on the Real Estate, including, but not limited to, building materials and supplies stored on the Real Estate, fixtures, attachments, appliances, equipment, machinery and other articles attached to said buildings and improvements (but excluding any trade fixtures, attachments, appliances, equipment, machinery and other articles of personal property owned by any tenant leasing the Real Estate) (the "Improvements");

TOGETHER WITH, all rents, issues, profits, royalties, income and other benefits derived from the Real Estate and/or the Improvements (collectively the "rents"), subject to the right, power, and authority hereinafter given to Mortgagor to collect and apply such rents;

TOGETHER WITH, all estate, right, title and interest of Mortgagor in and to all leases or subleases covering the Real Estate and/or the Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder,



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including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature.

TOGETHER WITH, all right, title and interest of Mortgagor in and to all options to purchase or lease the Real Estate or any portion thereof or interest therein, and any greater estate in the Real Estate owned or hereafter acquired;

TOGETHER WITH, all interests, estate or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Real Estate;

TOGETHER WITH, all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same;

TOGETHER WITH, all rights, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate, and any and all sidewalks, alleys and strips and gores or land adjacent to or used in connection with the Real Estate;

TOGETHER WITH, all tangible personal property now or hereafter owned by Mortgagor and now or at any time hereafter located on or at the Real Estate or used in connection therewith or with the Improvements (the "Personal Property"), including, but not limited to: all goods, machinery, tools, insurance proceeds, trucks, fork-lifts, equipment (including fire sprinklers and alarm systems, office air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), storage racks, hydraulic lifts, wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, Venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies. All Personal Property hereinabove described shall be deemed part and parcel of the Real Estate, appropriated to the use of the Real Estate and, whether affixed or annexed thereto or not, shall for the purpose of this Mortgage be deemed conclusively to be real estate and mortgaged hereby;

TOGETHER WITH, all estate, interest, right, title and any other demand or claim, which Mortgagor now has or may hereafter acquire in any plans and specifications, construction contracts, construction management agreements, material purchase agreements, builder's and manufacturer's warranties with respect to the Real Estate, the Improvements or the Personal Property; and

TOGETHER WITH, all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereafter acquire in the Real Estate, the Improvements or the Personal Property and any and all awards made for the taking by eminent domain, or by any

proceedings or purchase in lieu thereof, of the whole or any part of the Real Estate, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages.

The property and interest hereby mortgaged to Mortgagee may hereafter be referred to as the "Mortgaged Property."

Mortgagor covenants, represents and warrants that it is lawfully seized of the Mortgaged Property, that it has good right to convey the same; that the same is free from all liens and encumbrances, other than the liens and encumbrances set forth on Exhibit B attached hereto and made a part hereof; and that Mortgagor will warrant and defend the title to the Mortgaged Property against all claims made thereon.

FOR THE PURPOSE OF SECURING:

- a. Payment of indebtedness in the original principal amount of Three Million Six Hundred Eighty-Five Thousand Dollars (\$3,685,000) with interest thereon, evidenced by that certain Mortgage Note of even date herewith in the original principal amount of Three Million Six Hundred Eighty-Five Thousand Dollars (\$3,685,000) executed by Mortgagor payable to the order of Mortgagee, as the same may be hereafter amended, restated, modified, extended or renewed (such Mortgage Note, as the same may be hereafter amended, restated, modified, extended or renewed, being referred to herein as the "Note"). The Note has a maturity of March 3, 2008. The Note, by this reference, is hereby made a part hereof;
- b. Performance of all obligations of Mortgagor under that certain Loan Agreement between Mortgagee and Mortgagor, dated of even date herewith, as the same may be hereafter amended, restated, modified, extended or renewed (such Loan Agreement, as the same may be hereafter amended, restated, modified, extended or renewed, being referred to herein as the "Loan Agreement") and each agreement of Mortgagor incorporated by reference therein or herein;
- c. Payment of all sums advanced or expended by Mortgagee pursuant to Paragraph 3.03 hereof;
- d. Payment of all sums advanced by Mortgagee to protect the Mortgaged Property, with interest thereon at the default rate of interest provided in the Note;
- e. Performance of all obligations of any guarantor of any of the obligations of Mortgagor contained in this Mortgage, the Note, the Loan Agreement or any other instrument given to evidence or further secure the payment and the performance of the obligation secured hereby;
- f. Payment of all other sums, with interest thereon, which may hereafter be lent to Mortgagor, or its successors or assigns, by Mortgagee, when evidenced by a promissory note or notes reciting that they are secured by this Mortgage; and

g. Payment of all prepayment premiums and yield protection amounts payable to Mortgagee under the Note.

In addition to the foregoing, this Mortgage also secures future obligations of Mortgagor to Mortgagee and advances by Mortgagee to Mortgagor up to Ten Million Dollars (\$10,000,000) to the same extent as if the future obligations and/or advances were made on the date of this Mortgage.

This Mortgage, the Note, the Loan Agreement, the Swap Agreement (if applicable), any guaranty of the indebtedness secured hereby and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the "Loan Instruments."

MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I

COVENANTS AND AGREEMENTS OF MORTGAGOR

Mortgagor hereby covenants and agrees:

1.01. Payment of Secured Obligations. To pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Instruments, and the principal of, and interest on, any future advances secured by this Mortgage.

1.02. Maintenance, Repair, Alterations. To keep the Mortgaged Property in good condition and repair; not to remove, except as herein provided, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements without the prior written consent of the Mortgagee; to complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Estate and promptly restore in like manner any Improvement which may be damaged or destroyed thereon, and to pay when due, all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Mortgaged Property or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Mortgaged Property, to keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; to comply with the provisions of any lease, if this Mortgage is on a leasehold; not to commit, suffer or permit any act to be done in or upon the Mortgaged Property in violation of any law, ordinance or regulation.

1.03. Required Insurance. To at all times provide, maintain and keep in force the insurance required under the Loan Agreement.

1.04. Taxes and Impositions.

a. Mortgagor agrees to pay, at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation, non-governmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Mortgaged Property, which are assessed or imposed upon the Mortgaged Property, or become due and payable, and which create, may create or appear to create a lien upon the Mortgaged Property, or any part thereof, or upon any Personal Property, equipment or other facility used in the operation or maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Mortgagor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest;

b. If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Mortgaged Property in lieu of or in addition to the Impositions payable by Mortgagor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Mortgagee and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Mortgagor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Mortgagee, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Mortgagor shall have no obligation to pay any franchise, estate, inheritance, intangibles, income, excess profits or similar tax levied on Mortgagee or on the obligations secured hereby;

c. Subject to the provisions of subparagraph (d) of this Section 1.04, Mortgagor covenants to furnish Mortgagee within thirty (30) days after the date upon which any such Imposition is due and payable by Mortgagor, official receipts of the appropriate taxing authority, or other proof satisfactory to Mortgagee, evidencing the payments thereof;

d. Mortgagor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Mortgagor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.04, unless Mortgagor has given prior written notice to Mortgagee of Mortgagor's intent to so

contest or object to an Imposition, and unless, at Mortgagee's sole option, (i) Mortgagor shall demonstrate to Mortgagee's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Mortgaged Property, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (ii) Mortgagor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Mortgagee; or (iii) Mortgagor shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings;

e. At any time after the occurrence of an Event of Default under this Mortgage or any other Loan Instrument (regardless of whether thereafter cured), at the request of Mortgagee, Mortgagor shall pay to Mortgagee, on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, an amount equal to one-twelfth (1/12) of the annual Impositions reasonably estimated by Mortgagee to pay the installment of taxes next due on the Mortgaged Property. In such event, Mortgagor further agrees to cause all bills, statements or other documents relating to Impositions to be sent or mailed directly to Mortgagee. Upon receipt of such bills, statements or other documents, and providing Mortgagor has deposited sufficient funds with Mortgagee pursuant to this Section 1.04, Mortgagee shall pay such amounts as may be due thereunder out of the funds so deposited with Mortgagee. If at any time and for any reason the funds deposited with Mortgagee are or will be insufficient to pay such amounts as may then or subsequently be due, Mortgagee shall notify Mortgagor and Mortgagor shall immediately deposit an amount equal to such deficiency with Mortgagee. Notwithstanding the foregoing, nothing contained herein shall cause Mortgagee to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Mortgagee pursuant to this Section 1.04. Mortgagee shall not be obliged to pay or allow any interest on any sums held by Mortgagee pending disbursement or application hereunder, and Mortgagee may impound or reserve for future payment of Impositions such portion of such payments as Mortgagee may in its absolute discretion deem proper, applying the balance on the principal of or interest on the obligations secured hereby. Should Mortgagor fail to deposit with Mortgagee (exclusive of that portion of said payments which has been applied by Mortgagee on the principal of or interest on the indebtedness secured by the Loan Instruments) sums sufficient to fully pay such Impositions at least thirty (30) days before delinquency thereof, Mortgagee may, at Mortgagee's election, but without any obligation so to do, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Mortgagee as herein elsewhere provided, or at the option of Mortgagee the latter may, without making any advance whatever, apply any sums held by it upon any obligation of the Mortgagor secured hereby. Should any Event of Default occur or exist on the part of the Mortgagor in the payment or performance of any of Mortgagor's and/or any guarantor's obligations under the terms of the Loan Instruments, Mortgagee may, at any time at Mortgagee's option, apply any sums or amounts in its hands received pursuant hereto, or as rents or income of the

Mortgaged Property or otherwise, upon any indebtedness or obligation of the Mortgagor secured hereby in such manner and order as Mortgagee may elect. The receipt, use or application of any such sums paid by Mortgagor to Mortgagee hereunder shall not be construed to affect the maturity of any indebtedness secured by this Mortgage or any of the rights or powers of Mortgagee under the terms of the Loan Instruments or any of the obligations of Mortgagor and/or any guarantor under this Loan Instrument; and

f. Mortgagor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Mortgaged Property as a single lien.

1.05. Utilities. To pay, or cause to be paid, when due all utility charges which are incurred by Mortgagor for the benefit of the Mortgaged Property or which may become a charge or lien against the Mortgaged Property for gas, electricity, water or sewer services furnished to the Mortgaged Property and all other assessments or charges of a similar nature, whether public or private, affecting the Mortgaged Property or any portion thereof, whether or not such assessments or charges are liens thereon.

1.06. Indemnification; Subrogation; Waiver of Offset.

a. If Mortgagee is made a party defendant to any litigation concerning this Mortgage or the Mortgaged Property or any part thereof or interest therein or the occupancy thereof by Mortgagor, then Mortgagor shall indemnify, defend and hold Mortgagee harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Mortgagee in any such litigation, whether or not any such litigation is prosecuted to judgment. If Mortgagee commences an action against Mortgagor to enforce any of the terms hereof or because of the breach by Mortgagor of any of the terms hereof, or for the recovery of any sum secured hereby, Mortgagor shall pay to Mortgagee reasonable attorneys' fees and expenses, and the right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Mortgagor breaches any term of this Mortgage, Mortgagee may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Mortgagor, Mortgagor shall pay Mortgagee reasonable attorneys' fees and expenses incurred by Mortgagee, whether or not an action is actually commenced against Mortgagor by reason of breach; and

b. Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Mortgaged Property, Mortgagor's property or the

property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage;

c. All sums payable by Mortgagor hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Mortgagor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Property or any part thereof; (ii) any restriction or prevention of or interference with any use of the Mortgaged Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Mortgaged Property or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Mortgagor, or any action taken with respect to this Mortgage by any trustee or receiver of Mortgagor, or by any court, in any such proceeding; (v) any claim which Mortgagor has or might have against Mortgagee; or (vi) any default or failure on the part of Mortgagee to perform or comply with any of the terms hereof or of any other agreement with Mortgagor; whether or not Mortgagor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Mortgagor.

1.07. Actions Affecting Property. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees, in any such action or proceeding in which Mortgagee may appear.

1.08. Actions by Mortgagee to Preserve Property. That should Mortgagor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Mortgagee in its own discretion, without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may make or do the same in such manner and to such extent as may be deemed necessary to protect the security hereof. In connection therewith (without limiting its general powers), Mortgagee shall have and is hereby given the right, but not the obligation, (a) to enter upon and take possession of the Mortgaged Property, (b) to make additions, alterations, repairs and improvements to the Mortgaged Property which it may consider necessary or proper to keep the Mortgaged Property in good condition and repair; (c) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Mortgagee; (d) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien (including, without limitation, any lien for delinquent taxes) or debt which in the judgment of it may affect or appears to affect the security of this Mortgage or be prior or superior hereto; and (e) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Mortgagor shall, immediately upon demand therefor by Mortgagee, pay all costs and expenses incurred by Mortgagee in connection with the exercise by Mortgagee of the

foregoing rights, including, without limitation, costs of evidence of title, court costs, appraisals, surveys and reasonable attorneys' fees.

1.09. Survival of Warranties. To fully and faithfully satisfy and perform the obligations of Mortgagor contained in the Mortgagor's loan application (if applicable) and any such application between Mortgagor and any assignee of Mortgagee, and each agreement of Mortgagor incorporated by reference therein or herein, and any modification or amendment thereof. All representations, warranties and covenants of Mortgagor contained therein or incorporated by reference shall survive the closing and funding of the loan evidenced by the Note and shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by this Mortgage remain outstanding.

1.10. Eminent Domain. That should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such proceeding, Mortgagor shall give prompt written notice thereof to Mortgagee.

a. Mortgagee shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any such action or proceeding. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Mortgagor (the "Proceeds") are hereby assigned to Mortgagee and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require;

b. In the event any portion of the Mortgaged Property is so taken or damaged, Mortgagee shall have the option, in its sole and absolute discretion, to apply all such Proceeds received by it, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including reasonable attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order at Mortgagee may determine, or to apply all such Proceeds received by it, after such deductions, to the restoration of the Mortgaged Property upon such conditions as Mortgagee may determine. Application of Proceeds to the reduction of the indebtedness shall not result in a reamortization of the balance of the loan secured hereby. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

1.11. Additional Security. That in the event Mortgagee at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

1.12. Successors and Assigns. That this Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

1.13. Inspections. That Mortgagee, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Mortgaged Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

1.14. Liens. To pay and promptly discharge, at Mortgagor's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property, or any part thereof or interest therein; provided that the existence of any inchoate mechanic's, laborer's, materialman's, supplier's, or vendor's lien shall not constitute a violation of this Section if payment is not yet due under the contract which is the foundation thereof and if such contract does not postpone payment for more than fifty-five (55) days after the performance thereof. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall first deposit with Mortgagee a bond or other security satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, but not more than one and one-half of the amount of the claim, or provide affirmative title insurance with respect thereto, and provided further, that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

1.15. Mortgagee's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of all unpaid obligations, Mortgagee may, from time to time and without notice (a) release any person so liable, (b) extend the maturity or alter any of the terms of any such obligation, (c) grant other indulgences, (d) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (e) take or release any other or additional security for any obligation herein mentioned, or (f) make compositions or other arrangements with debtors in relation thereto.

1.16. Financial Statements. Mortgagor will cause to be delivered to Mortgagee the financial statements and other reports as provided for in the Loan Agreement.

1.17. Tradenames. At the request of Mortgagee, Mortgagor shall execute a certificate in form satisfactory to Mortgagee listing the tradenames under which Mortgagor intends to operate the Mortgaged Property, and representing and warranting that Mortgagor does business under no other tradenames with respect to the Mortgaged Property. Mortgagor shall immediately notify Mortgagee in writing of any change in said tradenames, and will, upon request of Mortgagee, execute any additional financing statements and other certificates revised to reflect the change in tradename.

ARTICLE II

SECURITY AGREEMENT

2.01. Creation of Security Interest. Mortgagor hereby grants to Mortgagee a security interest in the Personal Property located on or at the Mortgaged Property, including, without limitation, any and all property of similar type or kind hereafter located on or at the Mortgaged Property for the purpose of securing all obligations of Mortgagor contained in any of the Loan Instruments.

2.02. Warranties, Representations and Covenants of Mortgagor. Mortgagor hereby warrants, represents and covenants as follows:

- a. Except for the security interest granted hereby, Mortgagor is, and, as to portions of the Personal Property to be acquired after the date hereof, will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Mortgagor will notify Mortgagee of, and will defend the Personal Property against all claims and demands of all persons at any time claiming the same or any interest therein;
- b. Mortgagor will not lease, sell, convey or in any manner transfer the Personal Property without the prior written consent of Mortgagee;
- c. The Personal Property is not used or bought for personal, family or household purposes;
- d. The Personal Property will be kept on or at the Mortgaged Property and Mortgagor will not remove the Personal Property from the Mortgaged Property without the prior written consent of Mortgagee, except such portions or items of Personal Property which are consumed, replaced or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor;
- e. Mortgagor maintains a place of business in the State of Indiana and Mortgagor will immediately notify Mortgagee in writing of any change in its place of business as set forth in the beginning of this Mortgage;
- f. At the request of Mortgagee, Mortgagor will join Mortgagee in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Indiana in form satisfactory to Mortgagee, and will pay the cost of filing the same in all public offices wherever filing is deemed by Mortgagee to be necessary or desirable;

g. All covenants and obligations of Mortgagor contained herein relating to the Mortgaged Property shall be deemed to apply to the Personal Property whether or not expressly referred to herein; and

h. This Mortgage constitutes a Security Agreement as that term is used in the Uniform Commercial Code of Indiana.

2.03 **Additional Financing Statements.** Mortgagor hereby authorizes Mortgagee to file financing statements covering the Personal Property, and at the request of Bank, Mortgagor will join Mortgagee in executing one or more such financing statements pursuant to the Uniform Commercial Code in a form satisfactory to Mortgagee, and Mortgagor will pay the cost of filing the same or filing or recording this Mortgage, as a financing statement, in all public offices at any time and from time to time wherever Mortgagee deems filing or recording of any financing statements or of this to be desirable or necessary.

ARTICLE III

REMEDIES UPON DEFAULT

3.01. **Events of Default.** Any of the following events shall be deemed an Event of Default hereunder:

- a. Except as permitted by the Loan Agreement, Mortgagor has sold, assigned, conveyed, disposed of or otherwise transferred any part of its ownership (legal or equitable) in the Mortgaged Property; or
- b. The Mortgaged Property is further encumbered by a deed of trust, mortgage, lien or encumbrance or other security instrument, without the consent of Mortgagee; or
- c. Any other "Event of Default" shall occur under the Loan Agreement.

3.02. **Acceleration Upon Default, Additional Remedies.** Upon the occurrence of any Event of Default hereunder, Mortgagee may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become immediately due and payable without any presentment, demand, protest or notice of any kind. Thereafter, Mortgagee:

- a. may, to the extent permitted by law, either in person or by agent, with or without bringing any action or proceeding, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Property or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Mortgaged Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same in accordance with Section 4.05 hereof. The entering upon and taking

possession of the Mortgaged Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and notwithstanding the continuance in possession of the Mortgaged Property or the collection, receipt and application of rents, issues or profits, Mortgagee shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default;

b. may commence an action to foreclose this Mortgage, appoint a receiver, or specifically enforce any of the covenants hereof and to take all such other actions permitted by applicable law; and

c. may exercise any or all of the remedies available to a secured party under the Indiana Uniform Commercial Code, including, but not limited to:

i. Either personally or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Mortgagor and all others claiming under Mortgagor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Mortgagor in respect to the Personal Property or any part thereof. In the event Mortgagee demands or attempts to take possession of the Personal Property in the exercise of any rights under any of the Loan Instruments, Mortgagor promises and agrees to promptly turn over and deliver complete possession thereof to Mortgagee;

ii. Without notice to or demand upon Mortgagor, make such payments and do such acts as Mortgagee may deem necessary to protect its security interest in the Personal Property, including, without limitation, paying, purchasing, contesting, or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith;

iii. Require Mortgagor to assemble the Personal Property or any portion thereof, at a place designated by Mortgagee and reasonably convenient to both parties, and promptly to deliver such Personal Property to Mortgagee, or an agent or representative designated by it. Mortgagee, and its agents and representatives shall have the right to enter upon any or all of Mortgagor's premises and property to exercise Mortgagee's rights hereunder;

iv. Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms and in such manner as Mortgagee may determine. Mortgagee may be a purchaser at any such sale; or

v. Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee shall give Mortgagor at least ten (10) days prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such notice may be mailed to Mortgagor at the address set forth at the beginning of this Mortgage.

The rights of Mortgagee under this Mortgage shall be separate, distinct and cumulative, and none of them shall be in exclusion of the others.

3.03 Foreclosure; Expense of Litigation. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof or enforce any other remedy of Mortgagee under this Mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' costs and fees (including the costs and reasonable fees of paralegals), survey charges, appraiser's fees, inspecting engineer's and/or architect's fees, fees for environmental studies and assessments and all additional expenses incurred by Mortgagee with respect to environmental matters, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to, the value of or the environmental condition of the Mortgaged Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the default rate of interest provided in the Note and shall be secured by this Mortgage.

3.04. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all

such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note in such order as Mortgagee may determine in its sole discretion; and fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

3.05. Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, Mortgagee shall be entitled to the appointment of a receiver of the Mortgaged Property by the court in which such complaint is filed, and Mortgagor hereby consents to such appointment. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have power: (a) to collect the rents, issues and profits of the Mortgaged Property during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (b) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Mortgaged Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and (c) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Mortgaged Property during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (x) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; or (y) the deficiency in case of a sale and deficiency.

3.06. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee

may, in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Mortgagee may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee and Mortgagee may pursue inconsistent remedies.

ARTICLE IV

MISCELLANEOUS

4.01. Governing Law. This Mortgage shall be governed by the laws of the State of Indiana. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This Mortgage cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

4.02. Mortgagor Waiver of Rights. To the full extent Mortgagor may do so under applicable law, Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Property, and (ii) the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or creating or extending a period of redemption from any sale made in collecting said debt. To the full extent Mortgagor may do so under applicable law, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Mortgagor, for Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created. If any law referred to in this Section and now in force, of which Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns or other person might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section. To the full extent Mortgagor may do so under applicable law, Mortgagor expressly waives and relinquishes any and all rights and remedies which Mortgagor may have or be able to assert by reason of the laws of the State of Indiana pertaining to the rights and remedies of sureties.

4.03. Limitation of Interest. It is the intent of Mortgagor and Mortgagee in the execution of this Mortgage and the Note and all other instruments securing the Note to contract in strict compliance with the usury laws of the State of Indiana governing the loan evidenced by the Note. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the

terms and provisions contained in the Loan Instruments shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Indiana governing the loan evidenced by the Note. Mortgagor or any guarantor, endorser or other party now or hereafter becoming liable for the payment of the Note shall never be liable for unearned interest on the Note and shall never be required to pay interest on the Note at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Indiana and the provisions of this Section shall control over all other provisions of the Note and any other instrument executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Note shall collect monies which are deemed to constitute interest in excess of the maximum rate allowed by the laws of the State of Indiana all such sums deemed to constitute interest in excess of the legal rate shall be, at Mortgagee's discretion, immediately returned to the Mortgagor upon such determination, or, to the extent permitted by law, applied to principal.

4.04. Statements by Mortgagor. Mortgagor, within ten (10) days after being given written notice by mail, will furnish to Mortgagee a written statement stating the unpaid principal of and interest on the Note and any other amounts secured by this Mortgage and stating whether any offset or defense exists against such principal and interest.

4.05. Notices. Whenever Mortgagee or Mortgagor shall desire to give or serve any notice, demand, request or other communication with respect to this Mortgage, each such notice, demand, request or other communication shall be given or served in accordance with the terms of Section 9.05 of the Loan Agreement.

4.06. Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

4.07. Invalidity of Certain Provisions. If the lien of this Mortgage is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Mortgage.

4.08. No Merger. If both the lessor's and lessee's estates under any lease or any portion thereof which constitutes a part of the Mortgaged Property shall at any time become vested in one owner, this Mortgage and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Mortgagee shall continue to have and enjoy all of the rights and privileges of Mortgagee as to the separate estates. In addition, upon the foreclosure of the lien created by this Mortgage on the Mortgaged Property pursuant to the provisions hereof, any leases or subleases then existing and created by Mortgagor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Mortgagee or any purchaser at any such foreclosure sale shall so elect.

No act by or on behalf of Mortgagee or any such purchaser shall constitute a termination of any lease or sublease unless Mortgagee or such purchaser shall give written notice thereof to such tenant or subtenant.

4.09. Subrogation. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Property, such proceeds have been or will be advanced by Mortgagee at Mortgagor's request and Mortgagee shall be subrogated to any and all rights and liens owned or held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

4.10. Environmental Matters.

a. Mortgagor hereby represents and warrants that, to the best of Mortgagor's knowledge and belief, after due investigation and due inquiry and upon review of that certain Phase I Environmental Site Assessment prepared by Alt & Witzig Engineering, Inc., as Project No. 05SB0069, dated August 11, 2005 (the "Environmental Assessment"), (i) except as disclosed by the Environmental Assessment, neither Mortgagor nor any previous owner, tenant, occupant or other user of the Mortgaged Property has used, generated, stored, treated, produced, handled or disposed of in, on, under, around or above the Mortgaged Property, any Hazardous Materials (as hereinafter defined) in violation of any Hazardous Material Laws; (ii) except as disclosed by the Environmental Assessment, the Mortgaged Property is not currently in violation of any Hazardous Materials Laws (as hereinafter defined) or WetLands Laws (as hereinafter defined); (iii) except as disclosed by the Environmental Assessment, the Mortgaged Property does not now contain and has not in the past contained any Hazardous Materials in violation of any Hazardous Material Laws; (iv) except as disclosed by the Environmental Assessment, the Mortgaged Property does not now contain and has not in the past contained any Storage Container (as hereinafter defined); (v) except as disclosed by the Environmental Assessment, no event has occurred with respect to the Mortgaged Property which, with the passage of time or the giving of notice or both, would constitute a violation of any Hazardous Materials Laws or WetLands Laws; (vi) except as disclosed by the Environmental Assessment, there are no agreements, orders, determinations, permits or directives of or with any federal, state or local governmental agency or authority relating to the Mortgaged Property that require any work, repair, construction, containment, clean up, investigation, study, removal, mitigation or other environmental remedial action with respect to the Mortgaged Property; and (vii) except as disclosed by the Environmental Assessment, there are no actions, suits, claims, proceedings or investigations, pending or threatened, arising out of or relating to the Mortgaged Property and any Hazardous Materials Laws or WetLands Laws.

b. Mortgagor covenants and agrees that (i) Mortgagor shall, and Mortgagor shall cause all employees, agents, contractors and subcontractors of Mortgagor and all other persons who now or hereafter are present on or occupying the Mortgaged Property, to keep and maintain the Mortgaged Property, including, without limitation, the soil and ground water thereof, in compliance with, and not cause or knowingly permit the

Mortgaged Property, including the soil and ground water thereof, to be in violation of, any federal, state or local statutes, laws, ordinances, rules, guidelines, regulations, orders or directives relating to industrial hygiene or to the environmental condition thereof (including, but not limited to, any Hazardous Material Laws or WetLands Laws); and (ii) neither Mortgagor nor any employees, agents, contractors or subcontractors of Mortgagor nor any other persons who now or hereafter occupy or are present on the Mortgaged Property shall (A) use, handle, generate, manufacture, store or dispose of, on, under, around or above the Mortgaged Property or transport to or from the Mortgaged Property any Hazardous Materials, except as such may be required to be used, handled, stored, or transported in connection with the permitted uses of the Mortgaged Property and then only to the extent permitted by law and in strict compliance with all applicable statutes, laws, ordinances, rules, guidelines and regulations, including, but not limited to, Hazardous Materials Laws, and only after obtaining and keeping in force all necessary permits, approvals and licenses therefor; or (B) perform, cause to be performed or permit any fill activities or other acts that would in any way fill, destroy, eliminate, alter, obstruct, interfere with, or otherwise affect any "WetLands" in violation of any WetLands Laws.

c. Mortgagor covenants and agrees immediately to notify Mortgagee in writing of: (i) any notices relating to the Mortgaged Property (whether such notices are received from the Environmental Protection Agency, or any other federal, state or local governmental agency or regional office thereof) of an actual violation or potential violation that is received by Mortgagor of any Hazardous Materials Laws or of any WetLands Laws relating to the Mortgaged Property; (ii) any enforcement, cleanup, removal or other governmental or regulatory demands made or actions threatened, instituted or completed pursuant to any Hazardous Materials Laws or WetLands Laws; (iii) any claims or demands made or threatened by any third party against Mortgagor relating to the Mortgaged Property or the Mortgaged Property relating to actual or alleged damage, contribution obligations, cost recovery compensation, loss or injury resulting from any Hazardous Materials or WetLands (the matters set forth in clauses (i), (ii) and (iii) above are hereinafter referred to as "Hazardous Materials or WetLands Claims"); and (iv) Borrower's discovery of any occurrence or condition in, on, under, around or above the Mortgaged Property or any real property adjoining or in the vicinity of the Mortgaged Property that could cause the Mortgaged Property or any part thereof to be classified as "border zone property" under the provisions of any Hazardous Materials Laws, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Mortgaged Property under any Hazardous Materials Laws or WetLands Laws.

Mortgagee shall have the right, but not the obligation, to join and participate in, as a party if Mortgagee so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials or Wetlands Claims and to have its Mortgagee's reasonable attorneys' and consultants' fees in connection therewith paid by Mortgagor upon demand.

d. Mortgagor shall be solely responsible for and agrees, at its sole cost, to indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns ("Mortgagee Indemnified Parties") from and against, any claim,

action, cause of action, loss, damage, cost, (including, without limitation reasonable attorneys' and consultants' fees) expense, liability, obligation, penalty, suit, proceeding or disbursement directly or indirectly, in whole or in part, arising out of or attributable to ("Claims"): (i) the breach, violation or threatened violation of any applicable environmental law, ordinance, regulation, rule, order, determination, directive or permit, including, but not limited to, Hazardous Materials Laws and WetLands Laws, relating to Mortgagor and/or the Mortgaged Property; (ii) the existence of any Storage Container on or under the Mortgaged Property; and (iii) the use, handling, generation, storage, release, threatened release, discharge or disposal of Hazardous Materials or WetLands in, on, under or above the Mortgaged Property (whether by Mortgagor or a predecessor in title or past, present or future tenant, occupant or other user or any employee, agent, contractor or subcontractor of Mortgagor or any predecessor in title or any third persons at any time occupying or present on the Mortgaged Property). For the purposes hereof, Claims shall include, without limitation: (A) all consequential damages; (B) the cost of any required or necessary repair, response, cleanup, remediation or detoxification of the Mortgaged Property or any adjoining property, including the soil and ground water thereof, and the preparation and implementation of any closure, remedial or other required plans incurred by Mortgagor; (C) damage to any WetLands or natural resources; and (iv) all costs and expenses incurred by Mortgagor in connection with clauses (A), (B), and (C), including but not limited to reasonable attorneys' and consultants' fees; provided, however, that nothing contained in this Paragraph shall be deemed to: (i) create or give any rights to any person other than Mortgagee Indemnified Parties, it being intended that there shall be no third party beneficiary of such provisions other than Mortgagee Indemnified Parties; or (ii) preclude Mortgagor from seeking indemnification from, or otherwise proceeding against, any third party including, without limitation, any tenant or predecessor in title to the Mortgaged Property. Claims shall not include any claim arising from the act or omission of Mortgagee or any third party occurring after the time Mortgagee takes actual possession of the Mortgaged Property pursuant to a foreclosure hereof or a deed in lieu of foreclosure.

e. Mortgagor agrees to indemnify and hold harmless Mortgagee from and against any and all claims, demands, losses, costs, expenses, liabilities, suits or damages of whatsoever kind or nature, including interest, assessments and reasonable attorneys' fees, which arise, result from, or in any way relate to a breach or violation of, or any failure of the Mortgaged Property or any owner, occupant or user thereof, either prior to or subsequent to the date hereof, to comply fully with any Hazardous Materials, unless the foregoing arises from the act or omission of Mortgagee or any third party occurring after the time Mortgagee takes actual possession of the Mortgaged Property pursuant to a foreclosure hereof or a deed in lieu of foreclosure. Mortgagor will immediately upon demand pay Mortgagee for the cost and expense of any environmental inspection or assessment of the Mortgaged Property obtained by Mortgagee on or after the date of this Mortgage, which appraisal or environmental assessment may be obtained by Mortgagee if, in its reasonable judgment, Mortgagee suspects that Hazardous Materials have been introduced into the Mortgaged Property. Mortgagor acknowledges and agrees that the provisions, covenants, and indemnity obligations set forth in this Section are not subject to any exculpatory provision contained in any of the Loan Instruments that might

otherwise limit Mortgagee's recourse to the Mortgaged Property or to any other security for the indebtedness or that might otherwise limit Mortgagee's rights to a personal and/or deficiency judgment against Mortgagor. Mortgagor further acknowledges and agrees that the provisions of this Paragraph shall not be affected by the invalidity or unenforceability of any term or provision of the Loan Instruments, by the death of Mortgagor (or in the event that Mortgagor is an entity, the dissolution or termination of such entity) or by the discharge, release or satisfaction of this Mortgage or the payment in full of the debt secured hereby.

f. In the event the Mortgage is foreclosed or Mortgagor tenders a deed in lieu of foreclosure, Mortgagor shall deliver the Mortgaged Property to Mortgagee free of any and all Hazardous Materials so that the condition of the Mortgaged Property shall conform with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Mortgaged Property.

g. The provisions of this Section shall be in addition to any and all other obligations and liabilities Mortgagor may have to Mortgagee at common law and the obligation to indemnify and hold Mortgagee harmless shall survive the repayment of all sums due under the Note and the other Loan Instruments and the satisfaction of all the other obligations of Mortgagor hereunder and under the other Loan Instruments.

h. The following terms shall have the following meanings:

(a) "Hazardous Constituent" shall have the meaning assigned thereto under 40 C.F.R. §260.10.

(b) "Hazardous Materials" shall mean, collectively, Hazardous Substances, Hazardous Constituent and Solid Wastes.

(c) "Hazardous Materials Laws" shall mean all laws, statutes, ordinances, rules, regulations, permits, licenses, judgments, writs, injunctions, decrees, orders, determinations, directives, awards and standards promulgated by any governmental authority concerning Hazardous Materials or concerning the protection of, or regulation of the discharge of substances into, the environment or concerning the health or safety of persons with respect to environmental hazards, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. §§6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 et seq., Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§651 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 et seq., National Environmental Policy of 1975, 42 U.S.C. §§4321 et

seq., Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §300(f) et seq., the Hazardous Materials Transportation Act, 42, U.S.C. §1801 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, U. S.C. §7401 et seq., and any similar or implementing law of the State of Indiana, and all amendments, rules, and regulations promulgated thereunder or implementing the same.

(d) "Hazardous Substances" shall mean at any time any substance, waste, pollutant, contaminant or material, in solid, liquid or gaseous form, which: (i) is a substance regulated or defined or designated as hazardous, extremely or imminently hazardous, objectionable, dangerous, or toxic pursuant to any law, by any local, state, territorial or federal governmental authority; (ii) is a substance with respect to which such a governmental authority otherwise requires environmental compliance, investigation, monitoring, reporting, or remediation; including but not limited to, (A) all substances, wastes, pollutants, contaminants and materials regulated, or defined or designated as hazardous, extremely or imminently hazardous, dangerous, objectionable or toxic, under any Hazardous Materials Law; (B) petroleum and petroleum based products including crude oil, used oil and any fractions thereof; (C) natural gas, synthetic gas, and any mixtures thereof; (D) radon; (E) radioactive substances and materials; (F) asbestos; (G) urea formaldehyde; (H) polychlorinated biphenyls; (I) lead; (J) methane; (K) flammable substances and materials; and (L) explosives.

(e) "Solid Wastes" shall have the meaning assigned thereto in 40 C.F.R. §261.2.

(f) "Storage Containers" shall mean existing and future containers for Hazardous Materials and above ground and underground storage tank systems (including underground piping, conduits or sumps).

(g) "WetLands Laws" means, without limitation, 33 C.F.R. §328.3 and any comparable state and local law, statute, ordinances, rule or regulation.

4.11 Waiver of Jury Trial. MORTGAGOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS MORTGAGE OR ANY OTHER LOAN INSTRUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS MORTGAGE OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTIONS OF MORTGAGOR OR MORTGAGEE. MORTGAGOR SHALL NOT SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY MORTGAGEE EXCEPT BY WRITTEN INSTRUMENT EXECUTED BY BOTH MORTGAGOR AND MORTGAGEE.

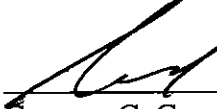
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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year first above written.

MORTGAGOR:

CROWN POINT PARTNERS, LLC, an Indiana limited liability company

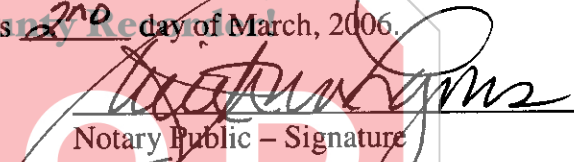
By: 
Gregory C. Gurnik, Manager

STATE OF INDIANA)
)
COUNTY OF HAMILTON) SS:

Before me, a Notary Public in and for said County and State, personally appeared Gregory C. Gurnik, known to me to be a Manager of CROWN POINT PARTNERS, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing for an on behalf of said limited liability company.

Witness my hand and Notarial Seal, this 2nd day of March, 2006.




Notary Public - Signature
JULIE ANN LYONS
Notary Public - Printed

My Commission Expires 4-21-08

My County of Residence: Hamilton



This instrument was prepared by, and after recording should be returned to, John B. Baxter, Attorney At Law, BARNES & THORNBURG LLP, 11 S. Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION

Part of the North 1/2 of Section 22 and part of the Southeast 1/4 of Section 15, Township 34 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, and Lot 1 in Gateway 65 Industrial Park, Unit 1, as per plat thereof, recorded in Plat Book 40 page 3, in the Office of the Recorder of Lake County, Indiana., described as follows:

Commencing at a point on the South line of the Northeast 1/4 of said Section 22 and 279.84 feet West of the Southeast corner thereof; thence North 0 degrees 10 minutes 34 seconds West, 1577.51 feet; thence North 44 degrees 53 minutes 30 seconds West, 200.00 feet to the POINT OF BEGINNING of this description: thence South 45 degrees 06 minutes 30 seconds West, 425.00 feet; thence Westerly along a curve to the right with a radius of 450.00 feet for a distance of 706.86 feet; thence North 44 degrees 53 minutes 30 seconds West, 30.00 feet; thence South 45 degrees 06 minutes 30 seconds West, 138.40 feet; thence Southerly along a curve to the left with a radius of 719.67 feet for a distance of 218.88 feet; thence North 89 degrees 54 minutes 02 seconds West, 1161.89 feet to the Easterly line of Highway I-65 right of way; thence along said Easterly right of way Northerly 318.15 feet along an arc to the right and having a radius of 3159.00 and subtended by a long chord having a bearing of North 6 degrees 55 minutes 13 seconds East and a length of 318.02 feet; thence North 18 degrees 58 minutes 00 seconds East, 229.70 feet along the said Easterly right of way; thence along the said Easterly Highway right of way Northeasterly 95.30 feet along an arc to the right and having a radius of 2437.80 feet and subtended by a long chord having a bearing of North 19 degrees 28 minutes 00 seconds East and a length of 95.30 feet; thence along said Easterly right of way Northeasterly 280.90 feet along an arc to the right and having a radius of 656.20 feet and subtended by a long chord having a bearing of North 32 degrees 51 minutes 00 seconds East and a length of 278.80 feet; thence North 45 degrees 07 minutes 00 seconds East, 1099.68 feet along said Easterly right of way; thence South 82 degrees 01 minute 00 seconds East 194.50 feet along the Highway right of way "corner cut;" thence South 44 degrees 54 minutes 00 seconds East 251.42 feet along the Southwesterly right of way of State Roads 53 and 8 (a.k.a. USR 231); thence North 0 degrees 08 minutes 14 seconds West 26.99 feet along the Southerly right-of-way of State Highways 8 and 53; thence South 44 degrees 53 minutes 30 seconds East, 174.12 feet to the North corner of Gateway 65 Industrial Park as per plat thereof, recorded in Plat Book 40 page 3, in the Office of the Recorder of Lake County, Indiana.; thence South 45 degrees 06 minutes 30 seconds West 40.00 feet along the Northwesterly boundary of Kentucky Place; thence along the Northwesterly boundary of Kentucky Place Southwesterly along a curve to the left with a radius of 497.92 feet for a distance of 295.47 feet; thence along the Northwesterly boundary of Kentucky Place Southerly along a curve to the right with a radius of 417.92 feet for a distance of 62.87 feet; thence South 44 degrees 53 minutes 30 seconds East, 87.00 feet along the Southwesterly boundary of Kentucky Place to the Southwesterly corner of Lot 1 of said Gateway 65 Industrial Park; thence along the Westerly line of said Lot 1 Northerly 112.23 feet along an arc to the left and having a radius of 497.92 feet and subtended by a long chord having a bearing of North 17 degrees 33 minutes 57 seconds East and a length of 111.99 feet; thence along the Westerly line of said Lot 1 to the North corner thereof 218.79 feet along an arc to the right and having a radius of 417.92 feet and subtended by a long chord having a bearing of North 26 degrees 06 minutes 22 seconds East and a length of 216.30 feet; thence along the Northeasterly line of said Lot 1 47.37 feet along an arc to the left and having a radius of 57.00 feet and subtended by a long chord having a bearing of South 62 degrees 40 minutes 41 seconds East and a length of 46.02 feet; thence along the Northeasterly line of said Lot 1 43.56 feet along a curve to the right and having a radius of 60.00 feet and subtended by a long chord having a bearing of South 65 degrees 39 minutes 12 seconds East and a length of 42.68 feet; thence South 44 degrees 53 minutes 30 seconds East, 443.57 feet along the Southwesterly boundary of the 40 foot Access Road (created by said Gateway 65 Industrial Park) and its prolongation; thence North 45 degrees 06 minutes 30 seconds East 40.00 feet; thence South 44 degrees 53 minutes 30 seconds East 496.74 feet along the Southwesterly right of way of State Roads 8 and 53 (a.k.a. USR 231) to the POINT OF BEGINNING.

EXHIBIT B

Permitted Encumbrances

Those exceptions set forth in Schedule B of the Loan Policy of Title Insurance issued by Tigor Title Insurance Company, pursuant to that certain Commitment for Title Insurance issued as Commitment No. 920050472.



DECLARATION

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

