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MICHAEL A. BROWN  
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Lake County, Indiana

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES  
AND RENTS, AND FIXTURE FILING (FINANCING STATEMENT)

from

UNITED CONSUMERS CLUB, INCORPORATED,

Mortgagor,

Document is

to

NOT OFFICIAL!

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent, Mortgagee

Dated as of December 17, 2007

Mortgagor's State of Organization: Indiana

Mortgagor's Organizational Identification No (if any): 197111-581

THIS MORTGAGE IS ALSO A SECURITY AGREEMENT AND A FIXTURE FILING AS DEFINED IN IC 26-1-9.1-102(a)(40) OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN INDIANA (THE "CODE"), COVERING REAL AND PERSONAL PROPERTY, INCLUDING GOODS THAT ARE OR ARE TO BECOME FIXTURES SITUATED ON THE REAL PROPERTY DESCRIBED IN EXHIBIT A. IT IS TO BE FILED IN THE REAL ESTATE RECORDS OF FAYETTE COUNTY, INDIANA, AND UPON SUCH FILING IS EFFECTIVE AS A FIXTURE FILING UNDER THE CODE.

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MORTGAGE, SECURITY AGREEMENT  
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (FINANCING STATEMENT), dated as of December 17, 2007 is made by UNITED CONSUMERS CLUB, INCORPORATED, an Indiana corporation ("Mortgagor"), whose address is c/o Trivest Partners IV, L.P., 2665 South Bayshore Drive, Suite 800, Miami, Florida 33133-5401, to JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, "Mortgagee") whose address is 10 South Dearborn Street, Floor 07, Mail Code: IL1-0090, Loan and Agency Services Group, Chicago, Illinois 60603-2003. References to this "Mortgage" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders, restatements and replacements of this instrument.

Background

A. DirectBuy Holdings, Inc. ("Holdings") and UCC Acquisition Corp. (which was merged (the "Merger") with and into Mortgagor) ("Merger Sub") have entered into a Credit Agreement, dated as of November 30, 2007 (as amended, supplemented, restated, replaced, substituted, renewed or otherwise amended from time to time, the "Credit Agreement") among Holdings, Merger Sub, Mortgagor, the several lenders from time to time parties thereto (the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent, Newstar Financial, Inc. and CIT Lending Services Corporation, as Co-Syndication Agents and General Electric Capital Corporation, as Documentation Agent.

B. Pursuant to the Credit Agreement, the Lenders severally agreed to make extensions of credit to Mortgagor upon the terms and subject to the conditions set forth therein.

C. Mortgagor is the owner of the fee simple estate in the parcel(s) of real property described on Schedule A attached hereto (the "Land") and the buildings, improvements, structures, and fixtures now or subsequently located on the Land (the "Improvements"; the Land and the Improvements being collectively referred to as the "Real Estate").

D. To induce the Lenders to make their respective extensions of credit to Mortgagor under the Credit Agreement the Mortgagor agreed in the Credit Agreement to execute and deliver this Mortgage to the Mortgagee for the ratable benefit of the Secured Parties.

E. This Mortgage is given by the Mortgagor in favor of the Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Obligations (defined below).

NOW, THEREFORE, in consideration of the premises and to induce Holdings, Merger Sub, Mortgagor and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Mortgagor and its Affiliates thereunder, Mortgagor hereby agrees with the Mortgagee, for the ratable benefit of the Secured Parties, as follows.

## Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees that to secure the unpaid principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the Mortgagor (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Mortgagor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Mortgagee or any Lender (or, in the case of any Specified Hedge Agreement or Specified Cash Management Agreement, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Mortgage, the Guarantee and Collateral Agreement, the other Loan Documents, any Letter of Credit, any Specified Hedge Agreement, any Specified Cash Management Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Mortgagee or to the Lenders that are required to be paid by the Mortgagor pursuant to the terms of any of the foregoing agreements) (collectively, the “Obligations”);

MORTGAGOR HEREBY GRANTS TO MORTGAGEE A LIEN UPON AND A SECURITY INTEREST IN, AND HEREBY MORTGAGES AND WARRANTS, GRANTS, ASSIGNS, TRANSFERS AND SETS OVER TO MORTGAGEE, FOR THE RATABLE BENEFIT OF THE SECURED PARTIES:

- (a) the Land;
- (b) all right, title and interest Mortgagor now has or may hereafter acquire in and to the Improvements or any part thereof, and all the estate, right, title, claim or demand whatsoever of Mortgagor, in possession or expectancy, in and to the Real Estate or any part thereof;
- (c) all right, title and interest of Mortgagor in, to and under all easements (including, without limitation, the easements described on Schedule A attached hereto), rights of way, licenses, operating agreements, abutting strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and flowage rights, development rights, air rights, mineral and soil rights, plants, standing and fallen timber, and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;
- (d) all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings, appliances and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and

accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (d) being referred to as the "Equipment");

(e) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further deed, conveyance, assignment or other act by Mortgagor;

(f) all right, title and interest of Mortgagor in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Mortgagor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Mortgagor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Mortgaged Property (as defined below) (collectively, the "Rents");

(g) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein;

(h) to the extent not prohibited under the applicable contract, consent, license or other item unless the appropriate consent has been obtained, all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any

manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements and options relating to the purchase or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof, and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate; and

- (i) all proceeds, both cash and noncash, of the foregoing;

All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (a) through (c) are collectively referred to as the "Premises", and those described in the foregoing clauses (a) through (i) are collectively referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby mortgaged unto Mortgagee, its successors and assigns for the uses and purposes set forth, until the occurrence of the Obligations Payment Date, provided, however, that the condition of this Mortgage is such that upon the occurrence of the Obligations Payment Date, then the estate hereby granted shall cease, terminate and become void but shall otherwise remain in full force and effect.

This Mortgage covers present and future advances and re-advances, in the aggregate amount of the Obligations, made by the Secured Parties for the benefit of Mortgagee, and the lien of such future advances and re-advances shall relate back to the date of this Mortgage.

#### Terms and Conditions

Mortgagor further represents, warrants, covenants and agrees with Mortgagee and the Secured Parties as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein (including in the "Background" and "Granting Clauses" sections above) shall have the meanings given to them in the Credit Agreement. References in this Mortgage to the "Default Rate" shall mean the interest rate applicable pursuant to Section 2.14(c) of the Credit Agreement. "Secured Parties" shall mean the collective reference to the Mortgagee, the Co-Syndication Agents, the Documentation Agent, the Lenders and any affiliate of any Lender to which Obligations or Guarantor Obligations (as defined in the Guarantee and Collateral Agreement), as applicable, are owed.

2. Warranty of Title. Mortgagor warrants that it has record title in fee simple to the Real Estate, and title to the rest of the Mortgaged Property, subject only to the Liens and other matters permitted by Section 7.3 of the Credit Agreement (the "Permitted Exceptions"). Mortgagor shall warrant, defend and preserve such title and the lien of this Mortgage against all claims of all persons and entities (not including the holders of the Permitted Exceptions).

3. Payment of Obligations. Mortgagor shall pay and perform the Obligations at the times and places and in the manner specified in the Loan Documents.

4. Requirements. Mortgagor shall promptly comply with all covenants, restrictions and conditions now or later of record which may be applicable to any of the Mortgaged Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Mortgaged Property, except where a failure to do so could not reasonably be expected to have a material adverse effect (considered both individually and together with other such failures) on (i) the current business, operations or condition (financial or otherwise) of the Mortgagor, (ii) the current use of the Mortgaged Property or (iii) the value of the Mortgaged Property (assuming its current use).

5. Payment of Taxes and Other Impositions. (a) Promptly when due or prior to the date on which any fine, penalty, interest or cost may be added thereto or imposed, Mortgagor shall pay and discharge all taxes, charges and assessments of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Real Estate, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, vault taxes and all other public charges even if unforeseen or extraordinary, imposed upon or assessed against or which may become a lien on any of the Real Estate, or arising in respect of the occupancy, use or possession thereof, together with any penalties or interest on any of the foregoing (all of the foregoing are collectively referred to herein as the "Impositions"), except where (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, and (ii) the Mortgagor has set aside on its books adequate reserves with respect thereto in accordance with GAAP. Upon request by Mortgagee, Mortgagor shall deliver to Mortgagee evidence reasonably acceptable to Mortgagee showing the payment of any such Imposition. If by law any Imposition, at Mortgagor's option, may be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Mortgagor may elect to pay such Imposition in such installments and shall be responsible for the payment of such installments with interest, if any.

(b) Nothing herein shall affect any right or remedy of Mortgagee under this Mortgage or otherwise, upon five (5) days' notice to Mortgagor, to pay any Imposition after the date such Imposition shall have become due, and add to the Obligations the amount so paid, together with interest from the time of payment at the Default Rate. Any sums paid by Mortgagee in discharge of any Impositions shall be (i) a lien on the Premises secured hereby prior to any right or title to, interest in, or claim upon the Premises attaching subsequent to the lien of this Mortgage, and (ii) payable on demand by Mortgagor to Mortgagee together with interest at the Default Rate.

6. Insurance. (a) Mortgagor shall maintain, with financially sound and reputable companies, insurance policies (i) insuring the Real Estate against loss by fire, explosion, theft and such other casualties as may be required under the Credit Agreement or otherwise reasonably satisfactory to the Mortgagee, and (ii) insuring Mortgagor, the Mortgagee and the other Secured Parties against liability for personal injury and property damage relating to such Real Estate, such policies to be in such form and amounts and having such coverage as may be required under the Credit Agreement or as otherwise reasonably satisfactory to the Mortgagee. All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the

Mortgagee of written notice thereof, (ii) name the Mortgagee as an additional insured party or loss payee, (iii) include deductibles consistent with past practice or consistent with industry practice or otherwise reasonably satisfactory to the Mortgagee.

(b) If any portion of the Premises is located in an area identified as a special flood hazard area by the Federal Emergency Management Agency or other applicable agency, Mortgagor shall maintain or cause to be maintained, flood insurance in an amount reasonably satisfactory to Mortgagee, but in no event less than the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended.

(c) Mortgagor promptly shall comply with and conform in all material respects to (i) all provisions of each such insurance policy, and (ii) all requirements of the insurers applicable to Mortgagor or to any of the Mortgaged Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of any of the Mortgaged Property. Mortgagor shall not use or permit the use of the Mortgaged Property in any manner which would permit any insurer to cancel any insurance policy or void coverage required to be maintained by this Mortgage.

(d) If Mortgagor is in default of its obligations to insure or deliver any such prepaid policy or policies, then Mortgagee, at its option upon 5 days' notice to Mortgagor, may effect such insurance from year to year at rates substantially similar to the rate at which Mortgagor had insured the Premises, and pay the premium or premiums therefor, and Mortgagor shall pay to Mortgagee on demand such premium or premiums so paid by Mortgagee with interest from the time of payment at the Default Rate.

(e) If the Mortgaged Property, or any part thereof, shall be destroyed or damaged and the reasonably estimated cost thereof would exceed \$1,000,000, Mortgagor shall give prompt notice thereof to Mortgagee. All insurance proceeds paid or payable in connection with any damage or casualty to the Real Estate shall be applied in the same manner as Net Cash Proceeds are required to be applied under the Credit Agreement.

(f) In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. Restrictions on Liens and Encumbrances. Except for the lien of this Mortgage and the Permitted Exceptions, Mortgagor shall not further mortgage, nor otherwise encumber the Mortgaged Property nor create or suffer to exist any lien, charge or encumbrance on the Mortgaged Property, or any part thereof, whether superior or subordinate to the lien of this Mortgage and whether recourse or non-recourse.

8. Due on Sale and Other Transfer Restrictions. Except as expressly permitted under the Credit Agreement, Mortgagor shall not sell, transfer, convey or assign all or any portion of, or any interest in, the Mortgaged Property.

9. Condemnation/Eminent Domain. Promptly upon obtaining knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property, or any material portion thereof, Mortgagor will notify Mortgagee of the pendency of such proceedings. All



awards and proceeds relating to such condemnation shall be applied in the same manner as Net Cash Proceeds are required to be applied under the Credit Agreement.

10. Leases. Except as expressly permitted under the Credit Agreement, Mortgagor shall not (a) execute an assignment or pledge of any Lease relating to all or any portion of the Mortgaged Property other than in favor of Mortgagee, or (b) execute or permit to exist any Lease of any of the Mortgaged Property.

11. Further Assurances. To further assure Mortgagee's rights under this Mortgage, Mortgagor agrees promptly upon demand of Mortgagee to do any act or execute any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Mortgaged Property and a separate assignment of each Lease in recordable form) as may be reasonably required by Mortgagee to confirm the lien of this Mortgage and all other rights or benefits conferred on Mortgagee by this Mortgage.

12. Mortgagee's Right to Perform. If Mortgagor fails to perform any of the covenants or agreements of Mortgagor, within the applicable grace period, if any, provided for in the Credit Agreement, Mortgagee, without waiving or releasing Mortgagor from any obligation or default under this Mortgage, may, at any time upon 5 days' notice to Mortgagor (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the Default Rate, shall immediately be due from Mortgagor to Mortgagee and the same shall be secured by this Mortgage and shall be a lien on the Mortgaged Property prior to any right, title to, interest in, or claim upon the Mortgaged Property attaching subsequent to the lien of this Mortgage. No payment or advance of money by Mortgagee under this Section shall be deemed or construed to cure Mortgagor's default or waive any right or remedy of Mortgagee.

13. Remedies. (a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) Mortgagee may, to the extent permitted by applicable law, (A) institute and maintain an action of mortgage foreclosure against all or any part of the Mortgaged Property, (B) institute and maintain an action on the Credit Agreement or any other Loan Document, (C) sell all or part of the Mortgaged Property (Mortgagor expressly granting to Mortgagee the power of sale), or (D) take such other action at law or in equity for the enforcement of this Mortgage or any of the Loan Documents as the law may allow. Mortgagee may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with interest thereon at the Default Rate and all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Interest at the Default Rate shall be due on any judgment obtained by Mortgagee from the date of judgment until actual payment is made of the full amount of the judgment; and

(ii) Mortgagee may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Mortgaged Property or any other

collateral as security for the Obligations enter into and upon the Mortgaged Property and each and every part thereof and exclude Mortgagor and its agents and employees therefrom without liability for trespass, damage or otherwise (Mortgagor hereby agreeing to surrender possession of the Mortgaged Property to Mortgagee upon demand at any such time) and use, operate, manage, maintain and control the Mortgaged Property and every part thereof. Following such entry and taking of possession, Mortgagee shall be entitled, without limitation, (x) to lease all or any part or parts of the Mortgaged Property for such periods of time and upon such conditions as Mortgagee may, in its discretion, deem proper, (y) to enforce, cancel or modify any Lease and (z) generally to execute, do and perform any other act, deed, matter or thing concerning the Mortgaged Property as Mortgagee shall deem appropriate as fully as Mortgagor might do.

(b) In case of a foreclosure sale, the Real Estate may be sold, at Mortgagee's election unless otherwise specified by applicable law, in one parcel or in more than one parcel and Mortgagee is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held. At the election of Mortgagee, the Mortgaged Property may be offered first in parcels and then as a whole, the offer producing the highest price for the entire property offered to prevail. Mortgagor hereby waives any right to require any such sale to be made.

(c) In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Mortgage, Mortgagee shall be entitled to enjoin such breach and obtain specific performance of any covenant, agreement, term or condition and Mortgagee shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Mortgage.

(d) Any and all proceeds of the Mortgaged Property received by Mortgagee shall be applied in payment of the Obligations in the order set forth in Section 6.5 of the Guarantee and Collateral Agreement.

14. Right of Mortgagee to Credit Sale. Upon the occurrence of any sale made under this Mortgage, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof. In lieu of paying cash therefor, Mortgagee may make settlement for the purchase price by crediting upon the Obligations or other sums secured by this Mortgage, (i) the amount, or any portion thereof, of Mortgagee's foreclosure judgment or, (ii) if then allowed under applicable law, the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage; in such event, this Mortgage, the Credit Agreement, and documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid.

15. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee as a matter of right and without notice to Mortgagor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral or the interest of Mortgagor therein as security for the Obligations, shall have the right to apply to any court having jurisdiction to appoint a receiver or

receivers or other manager of the Mortgaged Property, without requiring the posting of a surety bond if allowed under applicable law, and without reference to the adequacy or inadequacy of the value of the Mortgaged Property or the solvency or insolvency of Mortgagor or any other party obligated for payment of all or any part of the Obligations, and whether or not waste has occurred with respect to the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers or manager shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Mortgaged Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

16. Extension, Release, etc. (a) 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 the Obligations, Mortgagee may, from time to time and without notice, agree to (i) release any person liable for the indebtedness borrowed or guaranteed under the Loan Documents, (ii) extend the maturity or alter any of the terms of the indebtedness borrowed or guaranteed under the Loan Documents or any other guaranty thereof, (iii) grant other indulgences, (iv) 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, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

(b) Except for a foreclosure of this Mortgage, no recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect the lien of this Mortgage or any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(c) If Mortgagee shall have the right to foreclose this Mortgage or to direct a power of sale, Mortgagor authorizes Mortgagee at its option to foreclose the lien of this Mortgage (or direct the sale of the Mortgaged Property, as the case may be) subject to the rights of any tenants of the Mortgaged Property. The failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights, or to provide notice to such tenants as required in any statutory procedure governing a sale of the Mortgaged Property, or to terminate such tenant's rights in such sale will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the Obligations or to foreclose the lien of this Mortgage.

(d) Unless expressly provided otherwise, in the event that ownership of this Mortgage and title to the Mortgaged Property or any estate therein shall become vested in the same person or entity, this Mortgage shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

17. Security Agreement under Uniform Commercial Code. (a) In addition to being a real property mortgage, this Mortgage constitutes a "security agreement" within the meaning of IC 26-1-9.1-102(a)(73) of the Uniform Commercial Code (the "Code") of the State of Indiana.

If an Event of Default shall occur and be continuing, then in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option, subject to applicable law, of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Mortgaged Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). If Mortgagee shall elect to proceed under the Code, then ten days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, reasonable attorneys' fees and customary legal expenses. At Mortgagee's request, Mortgagor shall assemble the personal property and make it available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties.

(b) Mortgagor and Mortgagee agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Equipment" are or are to become fixtures on the Real Estate; (ii) this Mortgage upon recording or registration in the real estate records of the proper office shall constitute a financing statement filed as a "fixture filing" within the meanings of IC 26-1-9.1-102(a)(39) and IC 26-1-9.1-102(a)(40), respectively, of the Code; (iii) Mortgagor is the record owner of the Land; and (iv) the addresses of Mortgagor, as debtor, and Mortgagee, as secured party, are as set forth on the first page of this Mortgage.

(c) Mortgagor's execution of this Mortgage constitutes an authentication pursuant to the Code of the security agreement contained herein, thereby authorizing Mortgagee to file and record such financing statements, amendments and other Code forms as may be necessary or appropriate to establish and maintain the priority of its lien and security interests created under this Mortgage. In addition to and without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, coupled with an interest, to execute in the name of and on behalf of Mortgagor (if required) or in its own name, and to file and record any and all such financing statements, amendments, continuations and other instruments or documents in the appropriate public office(s) in the State or such other jurisdictions as Mortgagee may deem necessary or appropriate to establish and maintain the priority of its lien and security interests created under this Mortgage.

18. Assignment of Rents. (a) Mortgagor hereby assigns to Mortgagee the Rents as further security for the payment of and performance of the Obligations, and Mortgagor grants to Mortgagee the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property or any part thereof, and to apply the Rents on account of the Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Obligations are fully paid and performed, but Mortgagee hereby waives the right to enter the Mortgaged Property for the purpose of collecting the Rents and Mortgagor shall be entitled to collect, receive, use and retain the Rents until the occurrence of an Event of Default; such right of Mortgagor to collect, receive, use and retain the Rents may be revoked by Mortgagee upon the occurrence and during the continuance of any Event of Default, by giving not less than five days' written notice of such revocation to Mortgagor; in the event such notice is given, Mortgagor shall pay over to Mortgagee, or to any receiver appointed to collect the

Rents, any lease security deposits, and any Rents collected from the Premises. Mortgagor shall not accept prepayments of installments of Rent to become due for a period of more than one month in advance (except for security deposits and estimated payments of percentage rent, if any).

(b) Mortgagor has not affirmatively done any act which would prevent Mortgagee from, or limit Mortgagee in, acting under any of the provisions of the foregoing assignment.

(c) Except for any matter disclosed in the Credit Agreement, no action has been brought or, so far as is known to Mortgagor, is threatened, which would interfere in any way with the right of Mortgagor to execute the foregoing assignment and perform all of Mortgagor's obligations contained in this Section and in the Leases.

19. Additional Rights. The holder of any subordinate lien or subordinate deed of trust on the Mortgaged Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Mortgage nor shall Mortgagor consent to any holder of any subordinate lien or subordinate deed of trust joining any tenant under any Lease in any action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Mortgage all subordinate lienholders and the mortgagees and beneficiaries under subordinate mortgages are subject to and notified of this provision, and any action taken by any such lienholder or beneficiary contrary to this provision shall be null and void. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may, in its sole discretion and without regard to the adequacy of its security under this Mortgage, apply all or any part of any amounts on deposit with Mortgagee under this Mortgage against all or any part of the Obligations. Any such application shall not be construed to cure or waive any Event of Default or invalidate any act taken by Mortgagee on account of such Event of Default.

20. Notices. All notices, requests, demands and other communications hereunder shall be given in accordance with the provisions of Section 10.2 of the Credit Agreement to Mortgagor and to Mortgagee as specified therein.

21. No Oral Modification. This Mortgage may not be amended, supplemented or otherwise modified except in accordance with the provisions of Section 10.1 of the Credit Agreement. Any agreement made by Mortgagor and Mortgagee after the date of this Mortgage relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate lien or encumbrance.

22. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding anything to the contrary contained in this Mortgage or in any provisions of any Loan Document, the obligations of Mortgagor and of any other obligor under any Loan Documents shall be subject to the limitation that Mortgagee shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Mortgagee.

23. Mortgagor's Waiver of Rights. (a) Mortgagor hereby voluntarily and knowingly releases and waives any and all rights to retain possession of the Mortgaged Property after the occurrence and during the continuance of an Event of Default and any and all rights of redemption from sale under any order or decree of foreclosure (whether full or partial), pursuant to rights, if any, therein granted, as allowed under any applicable law, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirectly) by, through or under each constituent of Mortgagor and on behalf of each and every person acquiring any interest in the Mortgaged Property subsequent to the date hereof, it being the intent hereof that any and all such rights or redemption of each constituent of Mortgagor and all such other persons are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law or replacement statute. Each constituent of Mortgagor shall not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any right, power, or remedy herein or otherwise granted or delegated to Mortgagee, but shall permit the execution of every such right, power, and remedy as though no such law or laws had been made or enacted.

(b) To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. To the full extent Mortgagor may do so, 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, exemption, extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its 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 (except as expressly provided in the Credit Agreement) or declare due the whole of the secured indebtedness and marshalling in the event of exercise by Mortgagee of the foreclosure rights, power of sale, or other rights hereby created. Nothing in this Mortgage shall be deemed to constitute a waiver by Mortgagor under IC 32-29-7-5 (or any successor provision of the Indiana Code) of the time limitations set out in IC 32-29-7-3 on the issuance of process for the execution of a judgment or decree of sale under a judgment or decree of foreclosure; nor shall any waiver made by Mortgagor or right granted to Mortgagee in this Mortgage or in any other Loan Document be deemed to constitute consideration for a waiver or release of, or otherwise be construed as a waiver or release of, the right of Mortgagee or any holder of a judgment on any indebtedness or obligation secured hereby to seek a deficiency judgment against Mortgagor, any Loan Guarantor or other person personally liable for the Obligations, whether pursuant to IC 32-29-7-5 or otherwise, which right to seek a deficiency judgment is hereby preserved, reserved and retained by Mortgagee for itself and its successors and assigns.

24. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Mortgage or under any of the other Loan Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by deed of trust, mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, shall prejudice or in any manner

affect Mortgagee's rights 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 determine in its absolute discretion. 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 Documents to Mortgagee or to which either may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, as the case may be. In no event shall Mortgagee, in the exercise of the remedies provided in this Mortgage (including, without limitation, in connection with the assignment of Rents to Mortgagee, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee in possession," and Mortgagee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

25. Multiple Security. If (a) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Mortgage, Mortgagee shall now or hereafter hold or be the beneficiary of one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) for the Obligations upon other property in the State in which the Premises are located (whether or not such property is owned by Mortgagor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, Mortgagee may, at its election, commence or consolidate in a single foreclosure action all foreclosure proceedings against all such collateral securing the Obligations (including the Mortgaged Property), which action may be brought or consolidated in the courts of, or sale conducted in, any county in which any of such collateral is located. Mortgagor acknowledges that the right to maintain a consolidated foreclosure action is a specific inducement to Secured Parties to extend the indebtedness borrowed pursuant to or guaranteed by the Loan Documents, and Mortgagor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. Mortgagor further agrees that, to the extent not otherwise prohibited by IC 32-30-10-10, if Mortgagee shall be prosecuting one or more foreclosure or other proceedings against a portion of the Mortgaged Property or against any collateral other than the Mortgaged Property, which collateral directly or indirectly secures the Obligations, or if Mortgagee shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral, then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Mortgagee may commence or continue any foreclosure proceedings and exercise its other remedies granted in this Mortgage against all or any part of the Mortgaged Property and Mortgagor waives any objections to the commencement or continuation of a foreclosure of this Mortgage or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclose this Mortgage, nor the exercise of any other rights hereunder nor the recovery of any judgment by Mortgagee in any such proceedings or the occurrence of any sale in any such proceedings shall prejudice, limit or preclude Mortgagee's right to commence or continue one or more foreclosure or other

proceedings or obtain a judgment against any other collateral (either in or outside the State in which the Premises are located) which directly or indirectly secures the Obligations, and Mortgagor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Mortgage, and Mortgagor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Mortgage on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, Mortgagee may, at its election, cause the sale of all collateral which is the subject of a single foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the Obligations (directly or indirectly) in the most economical and least time-consuming manner.

26. Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of Mortgagee, and its successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Mortgagee at any time if in the sole discretion of either of them such a waiver is deemed advisable. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrancers and tenants of the Mortgaged Property, and shall inure to the benefit of Mortgagee and its successors and assigns. The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of the Mortgagors shall be joint and several.

27. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for the obligations secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien or deed of trust. Mortgagor hereby waives any defense based on impairment of the collateral.

28. Governing Law, etc. This Mortgage shall be governed by and construed and interpreted in accordance with the laws of the State in which the Mortgaged Property is located, except that Mortgagor expressly acknowledges that by their respective terms the Loan Documents shall be governed and construed in accordance with the laws of the State of New York, and for purposes of consistency, Mortgagor agrees that in any in personam proceeding related to this Mortgage the rights of the parties to this Mortgage shall also be governed by and construed in accordance with the laws of the State of New York governing contracts made and to be performed in that State.



29. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word "Mortgagee" shall mean "Mortgagee or any successor agent for the Secured Parties," the word "person" shall include any individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, or other entity, and the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Mortgage are for convenience or reference only and in no way limit or amplify the provisions hereof.

30. MAXIMUM SECURED AMOUNT OF FUTURE ADVANCES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MORTGAGOR HEREBY ACKNOWLEDGES AND AGREES THAT THE OBLIGATIONS SECURED BY THIS MORTGAGE INCLUDE, AND THAT THIS MORTGAGE IS GIVEN TO SECURE (i) FUTURE ADVANCES THAT MAY BE MADE BY MORTGAGEE OR SECURED PARTIES TO OR FOR THE BENEFIT OF BORROWER, WHETHER MADE PURSUANT TO THE CREDIT AGREEMENTS OR OTHER LOAN DOCUMENTS, OR OTHERWISE AT THE OPTION OF MORTGAGEE, AND WHETHER MADE AFTER A REDUCTION TO A ZERO (0) OR OTHER BALANCE, OR MADE OTHERWISE, AND (ii) FUTURE MODIFICATIONS, EXTENSIONS, AND RENEWALS OF THE LOANS OR CREDIT AGREEMENTS AND ANY AND ALL OTHER INDEBTEDNESS OR OBLIGATIONS SECURED BY THIS MORTGAGE, SUCH THAT THE LIEN OF THIS MORTGAGE WITH RESPECT TO ANY AND ALL OTHER SUCH FUTURE ADVANCES (TO THE MAXIMUM AMOUNT HEREINAFTER STATED), MODIFICATIONS, EXTENSIONS, AND RENEWALS, SHALL HAVE THE SAME PRIORITY, PURSUANT TO IC 32-29-1-10, TO WHICH THIS MORTGAGE OTHERWISE WOULD BE ENTITLED (UPON EXECUTION AND RECORDING) UNDER IC 32-21-4-1, WITHOUT REGARD TO WHETHER ANY SUCH FUTURE ADVANCE, MODIFICATION, EXTENSION, OR RENEWAL MAY OCCUR AFTER THIS MORTGAGE IS EXECUTED. THIS MORTGAGE SHALL SECURE ALL SUCH ADVANCES AND ALL OBLIGATIONS TO MORTGAGEE OR SECURED PARTIES OF EVERY KIND AND WHENEVER OCCURRING THAT MAY BE INCURRED BY BORROWER AFTER THE EXECUTION OF THIS MORTGAGE ("FUTURE ADVANCES"), PROVIDED HOWEVER, THAT THE MAXIMUM SUM, INCLUDING FUTURE ADVANCES, SECURED BY THIS MORTGAGE AT ANY ONE TIME SHALL NOT EXCEED \$650,000,000, SUCH MAXIMUM SUM BEING STATED HEREIN PURSUANT TO AND IN ACCORDANCE WITH IC 32-29-1-10 AND NOT BEING A COMMITMENT BY MORTGAGEE OR THE SECURED PARTIES TO MAKE FUTURE ADVANCES.

31. Additional State Law Provisions. (a) After-Acquired Property. If, after the date of this Mortgage, Mortgagor acquires any property or interest therein that is located on, adjacent to, attached, connected or affixed to, or used in connection with the Premises, then it is intended and required under the Granting Clauses of this Mortgage that all such after-acquired property be encumbered by and subject to the lien and security interest of this Mortgage immediately upon

RENEWAL MAY OCCUR AFTER THIS MORTGAGE IS EXECUTED. THIS MORTGAGE SHALL SECURE ALL SUCH ADVANCES AND ALL OBLIGATIONS TO MORTGAGEE OR SECURED PARTIES OF EVERY KIND AND WHENEVER OCCURRING THAT MAY BE INCURRED BY BORROWER AFTER THE EXECUTION OF THIS MORTGAGE ("FUTURE ADVANCES"), PROVIDED HOWEVER, THAT THE MAXIMUM SUM, INCLUDING FUTURE ADVANCES, SECURED BY THIS MORTGAGE AT ANY ONE TIME SHALL NOT EXCEED \$650,000,000, SUCH MAXIMUM SUM BEING STATED HEREIN PURSUANT TO AND IN ACCORDANCE WITH IC 32-29-1-10 AND NOT BEING A COMMITMENT BY MORTGAGEE OR THE SECURED PARTIES TO MAKE FUTURE ADVANCES.

31. Additional State Law Provisions. (a) After-Acquired Property. If, after the date of this Mortgage, Mortgagor acquires any property or interest therein that is located on, adjacent to, attached, connected or affixed to, or used in connection with the Premises, then it is intended and required under the Granting Clauses of this Mortgage that all such after-acquired property be encumbered by and subject to the lien and security interest of this Mortgage immediately upon its acquisition by Mortgagor and without any further mortgage, conveyance, assignment or transfer. Notwithstanding such intention, upon Mortgagee's request at any time Mortgagor shall execute, acknowledge and deliver any supplemental, additional or other instruments and assurances of title and will do or cause to be done anything further that is reasonably necessary for carrying out such intent of this Mortgage.

(b) Maturity Date. The date on which the final installment or payment of all of the Obligations secured by this Mortgage is due is November 30, 2012, subject to extension, renewal, or acceleration under the terms of the Loan Documents.

(c) Power of Sale. All references in this Mortgage to a "power of sale" or other non-judicial foreclosure are subject to the understanding that the exercise thereof is absolutely prohibited as to any foreclosure on real property under the laws of the State of Indiana (the state in which the Premises are located, herein called the "State") as of the date of this Mortgage; that any such power, right or remedy by which Mortgagee could conduct, require or enforce a sale or foreclosure of the Mortgaged Property (other than personal property pursuant to UCC remedies) without judicial proceedings are currently unavailable to Mortgagee; and that, absent a change in State or federal law preceding and applicable to any foreclosure or sale pursuant to this Mortgage, all such references in this Mortgage shall be of no force or effect for any purpose whatsoever. If, after the date hereof, there shall be a change in the laws of the State (or federal law applicable to the State) allowing a power of sale or other non-judicial proceedings for foreclosure and sale of the Mortgaged Property, then Mortgagor agrees that such a change in the law shall apply to this Mortgage and Mortgagee may exercise or institute such power of sale or non-judicial proceedings in the manner provided for under such modified law, provided that such application to this Mortgage is not be prohibited under such modified law.

(d) Additional Provision Regarding Foreclosure. With respect to any foreclosure sale of all or any of the Mortgaged Property, Mortgagor agrees that:

(i) There is an irrebuttable presumption that the foreclosure sale price is equal to the fair market value of the Mortgaged Property sold for purposes of

(B) the valuation shall be based upon an assumption that the foreclosure purchaser desires a prompt resale of the Mortgaged Property for cash promptly (but no later than twelve months) following the foreclosure sale;

(C) all expenses to be incurred when Mortgagee or other purchaser resells the Mortgaged Property including reasonable closing costs customarily borne by the seller in a commercial real estate transaction should be added to the Obligations, including, without limitation, brokerage commissions, expenses of title insurance, survey, an environmental assessment and any necessary or appropriate testing and remediation of the Mortgaged Property, tax prorations, attorneys' fees, and marketing costs;

(D) the gross fair market value of the Mortgaged Property shall be further discounted to account for any estimated holding costs associated with maintaining the Premises pending sale, including, without limitation, utilities expenses, property management fees, taxes and assessments (to the extent not accounted for in (C) above), and other maintenance expenses; and

(iii) any expert opinion testimony given or considered in connection with a determination of the fair market value of the Mortgaged Property must be given by persons having at least five years experience in appraising improved property in the vicinity where the Mortgaged Property is located and being actively engaged therein at the time of such testimony.

(e) Indiana Responsible Property Transfer Law. To the best of Mortgagor's knowledge, after diligent inquiry and investigation, none of the Premises is within the definition of the term "property" contained in IC 13-11-2-174 of the Indiana Responsible Property Transfer Law (the "IRPTL") (IC 13-25-3-1, et seq.), and the transaction evidenced by this Mortgage is not subject to the provisions of IRPTL, because none of the Premises:

(i) Contains one (1) or more facilities that are subject to reporting under Section 312 of the federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11022);

(ii) Is the site of one (1) or more underground storage tanks for which notification is required under 42 U.S.C. 6991a and IC 13-23-1-2(c)(8)(A); or

(iii) Is listed on the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) in accordance with Section 116 of CERCLA (42 U.S.C. 9616).

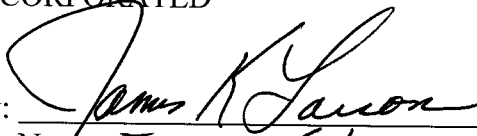
Mortgagor shall not allow any of the Premises to come within any of the foregoing clauses (i) through (iii), thereby becoming "property" subject to the IRPTL; provided, however, that, notwithstanding the foregoing representations, if at any time it shall be determined that any or all of the Premises is "property" within the meaning of the IRPTL, then nothing contained herein is intended or shall be construed to relieve Mortgagor or any other person from any obligation under the IRPTL, as required as a result of the execution and delivery of this

Mortgage (which constitutes a “transfer” as defined in IC 13-11-2-234), to furnish and record a disclosure document, as described and provided for in the IRPTL, with respect to the Premises.



This Mortgage has been duly executed by Mortgagor as of the date first above-written and is intended to be effective as the date first above written.

UNITED CONSUMERS CLUB,  
INCORPORATED

By:   
Name: JAMES K LARSON  
Title: VICE PRESIDENT FINANCE/TREASURER



STATE OF INDIANA )

SS

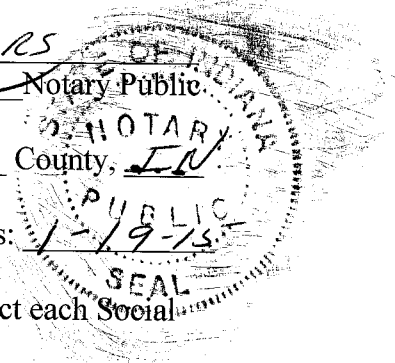
COUNTY OF LAKE )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2007, by JAMES K. LARSON, as VICE PRESIDENT FINANCE/TREASURER of United Consumers Club, Incorporated, an Indiana corporation, on behalf of said corporation.

M.D. SAUNDERS  
M.D. Saunders Notary Public

LAKE County, IN

My Commission Expires: 1-19-15



I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law:

Mardi R. Merjian

Mardi R. Merjian

This instrument was prepared by:

Mardi R. Merjian, Esq.  
Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, New York 10017



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Schedule A

Description of the Land

Lots U and V in Commerce Park, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 48, page 119, in the Office of the Recorder of Lake County, Indiana.

EXCEPT:

The South 10 feet of Lot V, Commerce Park a Planned Business Center, in the Town of Merrillville, as shown in Plat Book 48, page 119, In Lake County, Indiana.

8450 Broadway Merrillville, Indiana 46410

