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MORTGAGE RECORDS
DEPARTMENT

**MORTGAGE, SECURITY AGREEMENT AND
COLLATERAL ASSIGNMENT OF RENTALS AND LEASES**

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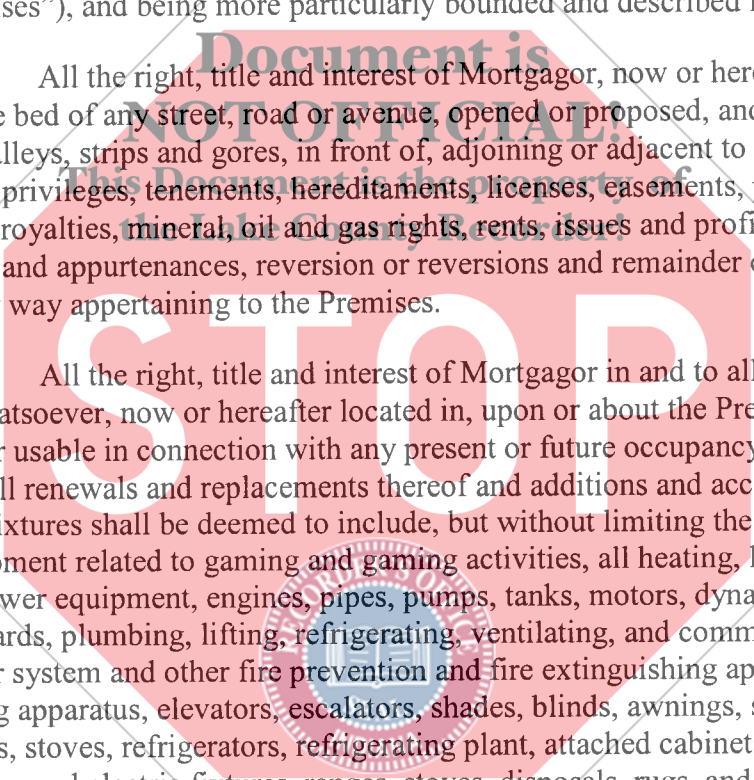
As of ~~on~~ this 26th of March, 2009, NORTH BRIDGE REALTY, LLC, an Indiana limited liability company ("Mortgagor"), for consideration paid to Mortgagor by BANK RHODE ISLAND, a Rhode Island financial institution ("Mortgagee"), hereby mortgages and warrants to Mortgagee, the real estate described on Exhibit A attached hereto and incorporated herein for all purposes, together with all of the following (all of which, together with said real estate, is herein collectively called the "Mortgaged Property"), subject to the matters set forth on Exhibit B (the "Permitted Exceptions"):

(a) All the parcel(s) of land, with the buildings and improvements now or hereafter placed thereon, located in Lake County, Indiana at One North Bridge Street, Gary, Indiana (the "Premises"), and being more particularly bounded and described in said Exhibit A.

(b) All the right, title and interest of Mortgagor, now or hereafter, in and to the land lying in the bed of any street, road or avenue, opened or proposed, and any and all sidewalks, plazas, alleys, strips and gores, in front of, adjoining or adjacent to the Premises; and all and singular the privileges, tenements, hereditaments, licenses, easements, party wall agreements, rights, royalties, mineral, oil and gas rights, rents, issues and profits, water, water rights, water stock, and appurtenances, reversion or reversions and remainder or remainders belonging or in any way appertaining to the Premises.

(c) All the right, title and interest of Mortgagor in and to all fixtures of every kind and nature whatsoever, now or hereafter located in, upon or about the Premises, or any part thereof, and used or usable in connection with any present or future occupancy or operation of the Premises, and all renewals and replacements thereof and additions and accessions thereto (the "Fixtures"). The Fixtures shall be deemed to include, but without limiting the generality of the foregoing, all equipment related to gaming and gaming activities, all heating, lighting, laundry, incineration and power equipment, engines, pipes, pumps, tanks, motors, dynamos, boilers, fuel, conduits, switchboards, plumbing, lifting, refrigerating, ventilating, and communications apparatus, sprinkler system and other fire prevention and fire extinguishing apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, blinds, awnings, screens, storm doors, and windows, stoves, refrigerators, refrigerating plant, attached cabinets, partitions, ducts and compressors, gas and electric fixtures, ranges, stoves, disposals, rugs, and all right, title and interest of Mortgagor in and to any Fixtures which may be subject to any security agreement,

CHICAGO TITLE INSURANCE COMPANY



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conditional bill of sale, or chattel mortgage superior to the rights of Mortgagee under this Mortgage, and Mortgagor agrees to execute and deliver, from time to time, such further documents and instruments as may be requested by Mortgagee to confirm, preserve, and enforce the lien of this Mortgage on any Fixtures; and all the proceeds and products of any and all Fixtures, including, but not limited to, any deposits or payments now or hereafter made thereon.

(d) All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Mortgagor and all proceeds of the conversion, voluntary or involuntary, of the Mortgaged Property, the improvements and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims.

(e) All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Mortgaged Property, to the extent of all amounts which may be secured by this Mortgage, at the date of receipt of any such award or payment by Mortgagee or Mortgagor, incurred by Mortgagee in connection with the collection of such award or payment, and Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment.

(f) All further estate, right, title, interest, property, claim and demand whatsoever, either in law or in equity, of Mortgagor, in or to any of the above.

(g) All the right, title and interest of Mortgagor in and to the Collateral, hereinafter defined.

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This Document is the property of the Lake County Recorder!

Secured Indebtedness and Liabilities. This Mortgage secures indebtedness incurred pursuant to the Loan Agreement dated of even date herewith by and between Mortgagor and Mortgagee (the "Loan Agreement"), and is evidenced by a Promissory Note (the "Note") issued by Mortgagor to Mortgagee dated of even date herewith in the principal sum of \$2,950,000, which Note is due no later than March 26, 2019. Such Note (including all renewals, extensions, modifications and replacements thereof) is hereinafter sometimes referred to as the "Indebtedness". (The Loan Agreement, the Note, this Mortgage, and all other documents evidencing, securing or otherwise executed in connection with the Indebtedness or any other obligation pursuant to the Loan Agreement, are herein collectively called the "Loan Documents".)

In addition to the above-described Indebtedness, this Mortgage shall further secure (i) the performance of all of the covenants of Mortgagor and the payment of all sums payable by Mortgagor, under the terms of this Mortgage and any of the other Loan Documents; (ii) the repayment of all sums advanced by Mortgagee to protect its interest in the Mortgaged Property and the Collateral or to perform any covenants of Mortgagor hereunder which Mortgagor shall have failed to perform and interest at the Default Rate on such sums advanced by Mortgagee; (iii) all existing and future obligations of Mortgagor to Mortgagee, however and whenever created, evidenced or acquired, whether direct or indirect, absolute or contingent, matured or unmatured, primary or secondary, or with joint, several, or joint and several liability, including future obligations and advances to the same extent as if such future obligations and

advances were made on the date of execution of this Mortgage (it being understood that Mortgagee is not under any obligation to make any future advances except as specifically set forth in the Loan Agreement), provided, however, that any such future obligations or advances shall be secured by this Mortgage up to the maximum aggregate amount of \$7,000,000 outstanding at any time; (iv) any and all modifications, extensions, renewals, substitutions and replacements of any Indebtedness or obligation hereinabove described; (v) all obligations, liabilities and indebtedness of Borrower under any ISDA Agreement and/or Swap Agreement, as defined in the Loan Agreement; and (vi) costs of collection of all sums (including attorneys' fees). (All of the foregoing are sometimes herein called the "Liabilities".)

"Default Rate", for purposes of this Mortgage, shall mean the Default Rate as defined in the Loan Agreement.

GRANT

NOW, THEREFORE, for and in consideration of Mortgagee making the loan represented by the Indebtedness to or for the benefit of Mortgagor, and for the purpose of securing the Liabilities and the performance by Mortgagor of its obligations hereunder, and in consideration of the various agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Mortgagor,

MORTGAGOR HEREBY MORTGAGES, WARRANTS, CONVEYS, TRANSFER, GRANTS AND ASSIGNS TO MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER A CONTINUING SECURITY INTEREST IN AND TO ALL OF THE MORTGAGED PROPERTY AND THE COLLATERAL, SUBJECT TO THE PERMITTED EXCEPTIONS.

Representations, Warranties and Covenants. In consideration of the foregoing, and in order to more fully protect the security of this Mortgage, Mortgagor represents, warrants, covenants and agrees as follows:

1. Competence to Execute Loan Documents. Mortgagor has full power and authority to execute and deliver the Note, the Loan Agreement, this Mortgage, and all other Loan Documents to Mortgagee, and the execution and delivery of the same is not in violation of and will not result in default of any agreements or understandings Mortgagor may have with any person or persons.
2. Mortgage Condition. This Mortgage is given on the express condition that if Mortgagor shall pay unto Mortgagee the amount of all sums due from Mortgagor to Mortgagee, in the manner and at the time or times specified in the Note and the Loan Agreement, then Mortgagee shall discharge and release this Mortgage. Mortgagor shall pay all costs of recordation of any discharge or any other instrument reducing the Indebtedness, if any.
3. Legal Tender and Application of Payments. Mortgagor shall pay and perform the Indebtedness, including, but not limited to, all sums due under the Note and the Loan Agreement in lawful money of the United States at the times and in the manner set forth therein. Any payments made in accordance with the terms of this Mortgage by any person at any

time liable for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage or by any subsequent owner of the Mortgaged Property, or by any other person whose interest in the Mortgaged Property might be prejudiced in the event of a failure to make such payment, shall be deemed, as between Mortgagee and all persons who at any time may be liable as aforesaid or may own the Mortgaged Property, to have been made on behalf of all such persons.

4. Taxes, Assessments and Other Charges. Mortgagor shall pay promptly, before the same shall become delinquent, all taxes, assessments, sewer rents, water rates and other charges of any kind now or hereafter levied or assessed upon the Mortgaged Property or any part thereof, or upon the Indebtedness, or upon the interest of Mortgagee in the Mortgaged Property, and any governmental or municipal charges and impositions for which lien rights exist; except where the same may be contested in good faith and with prior written notice thereof to Mortgagee. Upon request of Mortgagee, Mortgagor shall exhibit to Mortgagee receipts for the payment of all items specified in this paragraph prior to the date when the same shall become delinquent.

5. Insurance. Mortgagor shall comply with all of the following provisions:

(a) Mortgagor shall obtain, carry and maintain comprehensive general liability insurance covering the Mortgaged Property in an amount of not less than \$1,000,000 for bodily injury (including death) and property damage, per occurrence, plus umbrella or excess liability coverage of at least \$5,000,000. Such insurance shall be with companies reasonably approved by Mortgagee. Mortgagor shall provide Mortgagee with a certificate of insurance containing a provision designating Mortgagee as mortgagee and as an additional insured party.

(b) Mortgagor shall obtain, carry and maintain insurance policies against loss by fire, with extended coverage, and by all other casualties and risks upon the improvements on the Mortgaged Property with such company or companies as Mortgagee shall approve in an amount not less than one hundred percent (100%) of the full insurable replacement value of the Mortgaged Property. The policy or policies of such insurance shall in case of loss be made payable to Mortgagee as collateral security, and Mortgagee's rights shall be first and superior to the rights of any junior mortgage holder; and Mortgagor hereby agrees that Mortgagee may, upon failure of Mortgagor to maintain insurance as required hereunder or to obtain new coverage as required hereunder, at its option, but without obligation so to do, effect new insurance or at Mortgagee's option, insurance in favor of Mortgagee alone, and that the premium or premiums for all such insurance shall be paid by Mortgagor promptly when due.

(c) Mortgagor shall obtain, carry and maintain flood hazard insurance if at any time the Premises are located in any federally designated special hazard area (including any area having special flood, mudslide and/or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map published by the Federal Emergency Management Agency as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE, V, M or E) in an amount equal to the full replacement cost or the maximum amount then available under the National Flood Insurance Program.

(d) Mortgagor shall obtain, carry and maintain workmen's compensation insurance for all employees of Mortgagor engaged on or with respect to the Mortgaged Property.

(e) Such other insurance in such form and in such amounts as may from time to time be required by Mortgagee against other insurable hazards and casualties which at the time are commonly insured against in the case of properties of similar character and location to the Mortgaged Property.

(f) Mortgagor shall give Mortgagee and the insurance carrier immediate written notice of any loss or damage to the Mortgaged Property. Mortgagor does hereby appoint Mortgagee to be the true and lawful attorney, irrevocable, of Mortgagor, in the name and stead of Mortgagor, and Mortgagor hereby agrees that Mortgagee may (except for claims of less than \$500,000), at Mortgagee's option, but without obligation to do so, demand, adjust, sue for, compromise and collect the proceeds of claims for losses which may occur under any such insurance, give discharging receipts for sums received in settlement of such losses, to reimburse Mortgagee therefrom for all expenses (including reasonable counsel fees) incurred in connection therewith, and apply the remainder thereof and any unearned premium of or dividend upon any canceled insurance, notwithstanding the claim of any intervening encumbrance or lien or, at Mortgagee's election, in whole or in part, on account of the indebtedness secured by this Mortgage, whether or not then due, or to the cost of repair or restoration of the Mortgaged Property.

(g) Mortgagor agrees to furnish Mortgagee certificates of all renewals of the aforesaid insurance relating to Mortgagor or the Mortgaged Property not less than thirty (30) days prior to the expiration date of the expiring policies. All policies of insurance shall carry an endorsement unconditionally requiring at least thirty (30) days' written notice to Mortgagee from the insurer or insurers issuing the same prior to their changing, canceling or not renewing such policy, and Mortgagor hereby agrees to promptly deliver or cause the delivery of any certificate evidencing any such change or cancellation to Mortgagee. All policies of insurance required by this Mortgage shall contain clauses or endorsements to the effect that (i) no act or omission of either Mortgagor or anyone acting for Mortgagor (including, without limitation, any representations made by Mortgagor in the procurement of such insurance), which might otherwise result in a forfeiture of such insurance or any part thereof, no occupancy or use of the Mortgaged Property for purposes more hazardous than permitted by the terms of the policy, and no foreclosure or any other change in title to the Mortgaged Property or any part thereof, shall affect the validity or enforceability of such insurance insofar as Mortgagee is concerned, (ii) the insurer waives any right of set off, counterclaim, subrogation, or any deduction in respect of any liability of Mortgagor and Mortgagee, (iii) such insurance is primary and without right of contribution from any other insurance which may be available, and (iv) Mortgagee shall not be liable for any premiums thereon or subject to any assessments thereunder, and shall in all events be in amounts sufficient to avoid any coinsurance liability.

(h) In the event that by reason of any damage or destruction to the Mortgaged Property any sums are paid under any insurance policy, such sums (after deducting

all expenses, including legal fees, incurred by Mortgagee in the enforcement, settlement, collection and handling of any claim for such damage or destruction) shall be paid as follows:

(1) If the aggregate insurance proceeds received by reason of any single instance of such damage or destruction shall be \$500,000 or less, such insurance proceeds shall be paid over to Mortgagor alone, to be held as a trust fund to be used first for the payment of the entire cost of restoring, repairing, rebuilding or replacing the damaged or destroyed part of the Mortgaged Property before using the same for any other purpose; provided, however, that if any Event of Default shall exist hereunder at the time such proceeds are so to be paid over, such proceeds shall be paid over to Mortgagee alone, to be applied in Mortgagee's discretion to the payment of the indebtedness secured hereby or the repair of the Mortgaged Property;

(2) If the aggregate insurance proceeds received by reason of any single instance of such damage or destruction shall exceed \$500,000, such proceeds shall be paid to Mortgagee alone, to be applied toward reimbursement of all costs and expenses of Mortgagee in collecting such proceeds, and, at the option of Mortgagee, either toward payment of the indebtedness secured hereby or any portion thereof, whether or not due and payable, or to the repair, restoration, rebuilding or replacement of that part of the Mortgaged Property so damaged or destroyed. Mortgagee is authorized (i) to adjust and compromise such loss with the consent of Mortgagor, which consent shall not be unreasonably withheld, (ii) to collect, receive and receipt for such proceeds in the name of Mortgagee and Mortgagor, and (iii) to endorse Mortgagor's name upon any draft or check in payment of such loss and upon any agreement, release, instrument or document necessary to effect the collection thereof. Mortgagee shall not be held responsible for any failure or delay in collecting any such proceeds unless due to Mortgagee's gross negligence or willful misconduct, and

(3) If insurance proceeds are to be applied to the restoration of the Mortgaged Property, such restoration shall be done subject to the following conditions:

(i) Mortgagor shall submit to Mortgagee plans and specifications and a budget of all costs for such restoration, which items shall be reasonably satisfactory to Mortgagee;

(ii) at any time and from time to time, to the extent the estimated cost of completion of such restoration exceeds then available insurance proceeds during such restoration, Mortgagor shall deposit with Mortgagee the amount of such deficiency or otherwise demonstrate the availability of funds for such deficiency within twenty (20) days after demand by Mortgagee;

(iii) the deficiency referred to in clause (ii) above shall be spent on such restoration of the Mortgaged Property prior to any advance of insurance proceeds by Mortgagee;

(iv) Mortgagee shall determine, in its sole discretion, that such restoration can be accomplished prior to the maturity date of the Note;

(v) such proceeds shall be disbursed subject to such reasonable terms and conditions as Mortgagee shall require.

All proceeds of rental and/or business interruption insurance, as the case may be, payable as a result of the occurrence of any fire or other casualty which affects the Mortgaged Property shall be paid to Mortgagee. Mortgagee shall hold such proceeds in trust and shall apply or cause the same to be applied to the payment of taxes, insurance, and debt service on this Mortgage and any other encumbrance permitted by Mortgagee from and after the date of the occurrence of such damage or loss until the date of the completion of the necessary restoration or replacement by Mortgagor or until the exhaustion of such proceeds, whichever first occurs. Upon completion of such restoration or replacement, any remainder of such insurance proceeds in the hands of the Mortgagee shall be paid to Mortgagor without interest.

Nothing contained in this Section shall relieve Mortgagor of its obligations in the event that no or inadequate proceeds of insurance are available to defray the cost of such work, except that, on the occurrence of any fire or other casualty that affects the Mortgaged Property, Mortgagor shall have the right to pay Mortgagee the entire principal balance of the Note (subject to the terms hereof and thereof), together with all accrued and unpaid interest thereunder and prepayment and other fees to the date of such payment and all other sums, if any, then due under this Mortgage. In addition, nothing contained herein shall relieve Mortgagor of its duty to pay all installments of principal and interest and to make all other payments called for or required by the Note and this Mortgage subsequent to the occurrence of any fire or other casualty.

(i) All policies of insurance required by this Mortgage shall be issued by companies licensed to do business in the state where the policy is issued and also in the State of Indiana and having a rating in Best's Key Rating Guide of at least "A" and a financial size category of at least "VIII".

6. Hazardous Substances. Mortgagor shall give Mortgagee prompt written notice (a) of any threatened or actual notice of violation or similar notice from the Indiana Department of Environmental Management or its successors or assigns, or any other municipal, state or federal governmental unit or agency related to oil, toxic waste or hazardous materials (i) on the Premises, or (ii) generated by Mortgagor, and (b) of the presence of oil or toxic waste or hazardous materials on or adjacent to the Premises upon Mortgagor becoming aware thereof; and in all cases Mortgagor shall take prompt action for the containment and, if required by the Indiana Department of Environmental Management, the United States Environmental Protection Agency or any other governmental agency having jurisdiction over the Mortgaged Property, removal of such oil or toxic waste or hazardous materials from the Premises and shall comply with all orders of such governmental units or agencies and all laws applicable to the Premises. Mortgagor represents and warrants to Mortgagee that Mortgagor has no knowledge or notice of any kind whatsoever of the existence or former existence of the dumping, storage, generation or containment of any hazardous materials upon the Premises. No notice of violation or similar notice has been issued or threatened by any state or federal agency related to hazardous materials on the Premises or generated by Mortgagor. Mortgagor shall not dump, store, generate or contain any hazardous materials on or upon the Mortgaged Property or any portion thereof, or in any sewer, drain, stream, pond or lake running through, on, past or abutting the Mortgaged

Property. Mortgagor has no knowledge of the existence of any underground storage tanks upon the Mortgaged Property.

7. Maintenance and Repair. Mortgagor shall take such action as may be necessary to prevent further deterioration of the Mortgaged Property, shall not commit or suffer any waste of the Mortgaged Property, and shall comply in all material respects with, or cause to be complied with, all statutes, ordinances and requirements of any federal, state, municipal, or other governmental authority relating to the Mortgaged Property. Mortgagor shall promptly repair, restore, replace or rebuild any part of the Mortgaged Property which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in the paragraph hereof entitled Eminent Domain.

8. Alteration or Demolition. Mortgagor agrees that with the exception of alterations and construction of improvements of up to \$250,000 in the aggregate during the term of this Mortgage, no improvements now or hereafter covered by the lien of this Mortgage shall be removed, demolished, or structurally altered, without the prior written consent of Mortgagee following submission of plans and specifications for such changes to and approval by Mortgagee, and provided that such changes do not require zoning or other approvals, and except for repair and replacement of fixtures and equipment in the ordinary course as necessary to maintain the Premises in the condition required by the Loan Documents.

9. Restrictions on Use of Property and Prohibition Against Sale. Except as permitted by the Loan Agreement, Mortgagor shall not sell, lease (except a lease to The Real Reel Corporation), encumber, suffer change in title or ownership of, or otherwise transfer, or vest title in anyone other than Mortgagor to all or any part of the Mortgaged Property while any part of the indebtedness secured hereby remains unpaid without the prior written approval of Mortgagee. Further, except as permitted by the Loan Agreement, or unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the nature of the use for which the Premises were intended on the date of this Mortgage, including, but not limited to, any change in any private restrictive covenant or private restrictions, if any, limiting or defining the uses which may be made of any part of the Premises.

10. Eminent Domain. In the event that the whole or any part of the Mortgaged Property shall be taken by eminent domain, or in the event of any alteration of the grade of any street or highway, or of any other injury to or decrease in value of the Mortgaged Property, or the reacquisition of the whole or any part of the Mortgaged Property pursuant to the terms of any redevelopment plan or agreement affecting the Mortgaged Property or if any agreement shall be made between Mortgagor and any entity vested with the power of eminent domain, any and all awards and payments on account thereof shall be deposited with Mortgagee. Mortgagor shall give Mortgagee immediate notice of the actual or threatened commencement of any of the foregoing proceedings, and shall deliver to Mortgagee copies of all papers served in connection with any such proceedings. Mortgagee shall have the right to intervene and participate in any proceedings for and in connection with any such taking, unless such intervention shall be prohibited by the court having jurisdiction over such taking, in which event Mortgagor shall consult with Mortgagee in connection with such proceedings. Mortgagor shall not enter into any agreement with regard to the Mortgaged Property or any award or payment on account thereof

unless Mortgagee shall have consented thereto in writing, such consent not to be unreasonably withheld or delayed. Mortgagor hereby appoints Mortgagee its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at its option, on behalf of Mortgagor, to adjust, compromise or settle the claim for any such award or payment, to collect, receive and retain the proceeds thereof, and to give proper receipts therefor, provided, however, Mortgagee shall not exercise such power unless an Event of Default has occurred or if Mortgagor is not diligently pursuing the award. Mortgagor further agrees, on request, to make, execute, and deliver to Mortgagee any and all assignments and other instruments, as Mortgagee may require, to confirm or assign all such awards and payments to Mortgagee free and clear of any and all encumbrances of any nature whatsoever.

Notwithstanding any such taking, alteration of grade, other injury to or decrease in value of the Mortgaged Property, or reacquisition of title, or agreement, Mortgagor shall make all payments required by the Note and the Loan Agreement. Any reduction in the principal sums resulting from the application by Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such application. The proceeds of any award or payment, after deducting the expenses of collection, including, but not limited to, the counsel fees, other costs and disbursements, incurred by Mortgagee, if not disbursed for repair and restoration as set forth above, may be applied by Mortgagee, at its sole option, toward payment of the indebtedness secured hereby whether or not same shall be then due or payable, or be paid over wholly or in part to Mortgagor for the purposes of altering or restoring any part of the Mortgaged Property which may have been damaged as a result of any such taking, alteration of grade, or other injury to the Mortgaged Property, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor, nor shall the amount so paid over to Mortgagor be deemed a payment on any indebtedness secured hereby.

If prior to the receipt by Mortgagee of such award or payment, the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of the debt secured by this Mortgage remaining unsatisfied after such sale of the Mortgaged Property, with interest thereon at the rate set forth in the Note, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and to the extent of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

11. Right to Cure. At its option, Mortgagee may pay any expense or item (including, but not limited to, taxes, rates, assessments, other charges, insurance premiums, maintenance and repair expenses, expenses incurred in protection of the lien of this Mortgage, etc.) which Mortgagor herein agrees to pay in case Mortgagor shall fail to pay the same when due, and may perform any acts or covenants which Mortgagor herein agrees and shall fail to perform, and may make any payments under or secured by any other mortgage on the Mortgaged Property, and may add the same, and the expense thereof, including, but not limited to, counsel fees and other costs, charges and disbursements incurred by Mortgagee in connection therewith, to the indebtedness secured hereby or may at its option deduct the same from any part of money thereafter advanced; and Mortgagor agrees to repay immediately on demand, the same to Mortgagee, together with interest thereon at the rate set forth in the Note, from the date on which

such payment or expense is made by Mortgagee, and the same shall be a lien upon the Mortgaged Property prior to any right, title, interest, lien or claim thereto or thereon attaching or accruing subsequent to the lien of this Mortgage and shall be secured by this Mortgage.

12. Protection of Lien. Mortgagor shall pay all costs, expenses and counsel fees incurred by Mortgagee in protecting or sustaining the lien of this Mortgage, including without limitation all expenses incurred by Mortgagee in connection with containment, monitoring, prevention or clean-up of hazardous substances upon or in connection with the Mortgaged Property. Mortgagor shall indemnify and save Mortgagee harmless from all such costs and expenses, including, but not limited to, reasonable counsel fees, recording fees and costs of a title search, continuation of abstract and preparation of survey, incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body in which Mortgagee may be a party by reason hereof, including, but not limited to, condemnation, bankruptcy and administrative proceedings, as well as any other proceedings wherein proof of claim is required to be filed or in which it becomes necessary, in Mortgagee's sole opinion, to defend or uphold the terms and priority of this Mortgage. All money paid or expended by Mortgagee in that regard, together with interest thereon from date of such payment at the rate set forth in the Note shall be additional indebtedness secured hereby, and shall be immediately and without notice due and payable to Mortgagee by Mortgagor.

13. No Mechanics' Liens. Mortgagor will not do or permit to be done any act or thing, and no person shall have any right of power to do any act or thing, whereby any mechanics' lien under the laws of the state in which the Premises is located can arise against or attach to the Premises or any part thereof unless such liens shall first be wholly waived as against this Mortgage. In addition, it is further expressly made a covenant and condition hereof that the line of this Mortgage shall extend to any and all improvements and fixtures now or hereafter on the Premises, prior to any other liens thereon that may be claimed by any person, so that subsequently accruing claims for lien on the Premises shall be junior and subordinate to this Mortgage. All contractors, subcontractors, and other parties dealing with the Premises, or with any parties interest herein, are hereby required to take notice of the above provisions.

14. Indemnification. All expenses incurred in connection with the closing of the loan evidenced by the Indebtedness shall be paid by Mortgagor, including, but not limited to, the cost of title insurance premiums and charges, recording fees, survey costs, taxes, appraisal fees, and Mortgagee's attorneys fees. Mortgagor agrees to pay all such fees and indemnify and save Mortgagee harmless against the claims of any person(s) claiming any fee(s), reimbursement(s), commission(s) and/or costs arising out of the Indebtedness.

15. Right to Enter Premises. Mortgagee and any persons authorized by Mortgagee shall have the right to enter and inspect the Mortgaged Property at all reasonable times, and to cause the Mortgaged Property to be inspected by Mortgagee's agents at all reasonable times. Upon and after the occurrence of an Event of Default if not cured, Mortgagee may conduct such environmental testings of the Mortgaged Property as Mortgagee desires, including without limitation the conducting of soil borings, installation and monitoring of groundwater monitoring wells and equipment, the use of ground penetrating radar, and the conducting of tests of underground storage tanks.

16. Security Agreement. Mortgagor agrees that this Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code of the State of Indiana as the same may be amended from time to time (the "Uniform Commercial Code") with respect to all manner of machinery, fixtures, equipment, tools, construction materials, bricks, steel, wood, windows, window frames, glass, concrete, mortar, furnishings, furniture, carpets, appliances, cabinets, sinks, tubs, toilets, shower stalls, landscaping materials and improvements, of Mortgagor now or at any time hereafter attached to, placed upon, or used in any way in connection with the use, enjoyment, operation, maintenance and occupancy of the Premises (all herein collectively called the "Collateral"). Mortgagor hereby grants to Mortgagee a first priority security interest in and to all of the Collateral for the purpose of securing the Indebtedness and all other sums and charges which may become due hereunder or thereunder. Mortgagee shall have all of the remedies of a secured party under the Uniform Commercial Code and such further remedies as may from time to time hereafter be provided by the State of Indiana or under the laws of the United States for a secured party with respect to the Collateral and any personal property that may hereafter be given as further security for the Indebtedness; provided, however, that nothing herein shall preclude Mortgagee from proceeding both as to personal property security and real estate security in accordance with Mortgagee's rights and remedies in respect of the real estate security. Mortgagor hereby authorizes Mortgagee to file financing and continuation statements with respect to the Collateral without the signature of Mortgagor whenever lawful. The parties agree that in the event Mortgagee elects to proceed with respect to the Collateral separately from the Premises, ten (10) days' notice of the sale of the Collateral shall be reasonable notice. Mortgagor shall, from time to time, on request of Mortgagee, deliver to Mortgagee an inventory of the Collateral in reasonable detail, including an itemization of all items leased to Mortgagor or subject to conditional bill of sale, security agreement or other title retention agreement.

Mortgagor hereby warrants and covenants that:

- (a) the Collateral is and shall be used primarily for business purposes, and that the Collateral shall be kept on the Premises;
- (b) Mortgagor is the owner of the Collateral free from any adverse lien, security interest or encumbrance; and Mortgagor shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein;
- (c) except financing statements filed in favor of Mortgagee, no financing statement covering any Collateral or any proceeds thereof is on file in any public office and, at the request of Mortgagee, Mortgagor shall join with Mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Mortgagee and shall pay the cost of filing the same or filing or recording this agreement in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable;
- (d) Except as permitted by the Loan Agreement, Mortgagor shall not sell or offer to sell or otherwise transfer, or replace or remove the Collateral or any interest therein without the prior written consent of Mortgagee unless replaced immediately by unencumbered articles of personal property or fixtures, as the case may be, having equal or

greater value thereto; and all such replacements, renewals and additions shall become and be immediately subject to the security interest of this Mortgage and be covered hereby;

(e) Mortgagor shall maintain insurance at all times with respect to the Collateral against risks of fire (including so-called extended coverage), theft and such other risks as Mortgagee may require, containing such terms, in such form, for such periods and written by such companies as shall be satisfactory to Mortgagee, such insurance to be payable to Mortgagee and Mortgagor as their interests may appear, all of which policies of insurance shall provide unconditionally for a minimum of thirty (30) days' prior written notice to Mortgagee before cancellation. Mortgagor shall furnish Mortgagee with certificates or other evidence satisfactory to Mortgagee of compliance with the foregoing insurance provisions, and agrees that Mortgagee may act as attorney for Mortgagor in obtaining, adjusting, settling and canceling such insurance and endorsing any drafts;

(f) Mortgagor shall keep the Collateral free from any adverse lien, security interest or encumbrance and in the same or better working order and repair as the same are as of the date hereof, and shall not waste or destroy the Collateral or any part thereof, shall not use the Collateral in violation of any statute or ordinance, and agrees that Mortgagee may examine and inspect the Collateral at reasonable times, wherever located;

(g) Mortgagor shall pay promptly when due all taxes and assessments upon the Collateral or their use or operation; and

(h) at its option, Mortgagee may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. Mortgagor agrees to reimburse Mortgagee on demand for any payment made, or any expense incurred by Mortgagee pursuant to the foregoing authorization.

Until the occurrence of an Event of Default hereunder, Mortgagor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Mortgage and not inconsistent with any policy of insurance thereon.

17. Assignment of Rents and Leases. Mortgagor hereby ASSIGNS, TRANSFERS and SETS OVER to Mortgagee (a) all existing and future tenancies, subtenancies, leases and subleases of, and agreements now or hereafter affecting or having reference to, the whole or any part of the Mortgaged Property and to which Mortgagor is a party, and any renewals or extensions thereof or leases or subleases in substitution therefor (all such tenancies, subtenancies, leases, subleases, agreements, renewals and extensions are herein individually called a "Lease" and collectively called "Leases"), and (b) all of the Rentals and other Payments, hereinafter defined, which are now due and which hereafter may become due or payable to Mortgagor or to any subsequent owner of the Mortgaged Property from all of the occupants, tenants, lessees, subtenants and sublessees (individually a "Tenant" and collectively "Tenants") now and from time to time hereafter occupying the Mortgaged Property or any portion thereof under or on account of the Leases, to be held as security for the payment and performance of all of the Indebtedness.

The phrase "Rentals and other Payments", as used herein, means and includes all rents, issues and profits from the Mortgaged Property and all Leases and all other sums now or hereafter paid or payable to Mortgagor by Tenants now or hereafter occupying the Mortgaged Property or any portion thereof under or by reason of all existing and future Leases of the whole or any part of the Mortgaged Property, including, without limiting the generality of the foregoing language, any and all sums paid or payable to Mortgagor by reason of the exercise by any Tenant of any option, preemptive right or right of first refusal to purchase or lease the whole or any portion of the Mortgaged Property, proceeds of rental insurance and business interruption insurance, so-called, proceeds of any insurance or guaranty of any Lease of the whole or any portion of the Mortgaged Property or of the obligations of any Tenant under such Lease, awards of damage or other sums paid or payable to Mortgagor by reason of the taking of all or any portion of the Mortgaged Property by condemnation or other similar proceedings, all sums paid or payable to Mortgagor in addition to rental for such items as taxes, utilities and water charges, all sums paid or payable for use and occupancy of the Mortgaged Property or any portion thereof, and all sums paid pursuant to settlement with or judgment against any Tenants relating to any alleged breach of any Lease.

This assignment is made SUBJECT, however, to a license hereby granted to Mortgagor, but limited as hereinafter provided, to collect all rents from the Mortgaged Property and all sums paid or payable to Mortgagor in addition to rental for such items as taxes, utilities and water charges.

So long as there exists no Event of Default, as hereinafter defined, Mortgagor shall have the right under a license granted hereby to collect the rents from the Mortgaged Property, and all sums paid or payable to Mortgagor in addition to rental for such items as taxes, utilities and water charges, but not prior to accrual thereof. Said right shall not extend to the collection of any other sum, whether or not constituting Rentals and other Payments hereunder.

18. No Waiver, Etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof 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 and the Indebtedness to be performed by Mortgagor. Neither Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligation secured by this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Mortgage. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, Mortgagee may release the obligation of anyone at any time liable for any of the indebtedness secured by this Mortgage or any part of the security held for said indebtedness and may extend the time of payment or otherwise modify the terms of the Indebtedness and/or this Mortgage without, as to the security or the remainder thereof, in any way impairing or affecting the lien of this Mortgage, or the priority of such lien, as security for

the payment of said indebtedness as it may be so extended or modified, over any subordinate lien; and the holder of any subordinate lien shall have no right to terminate any lease affecting the Premises whether or not such lease be subordinate to this Mortgage; and Mortgagee may resort for the payment of the indebtedness secured hereby to any other security therefor, held by Mortgagee in such order and manner as Mortgagee elects.

19. Compliance with Laws, Etc. Mortgagor shall comply with (a) all present and future laws, regulations and other requirements of every governmental body having jurisdiction over the Mortgaged Property or the use or occupation of the improvements thereon, and (b) all terms, covenants and conditions of all instruments of record affecting the Mortgaged Property, noncompliance with which may affect the security of this Mortgage or impose any duty or obligation upon Mortgagor or Mortgagee.

20. Partial Foreclosure. Mortgagee may, at its option, foreclose this Mortgage for any portion of the debt or any other sums secured thereby which are then due and payable, subject to the continuing lien of this Mortgage for the balance not then due, but nothing in this paragraph contained shall impair or affect any right or remedy which Mortgagee might now or hereafter have, were it not for this paragraph, but the right given by this paragraph shall be in addition to any others which Mortgagee may have hereunder.

21. Marshaling. Except as hereinafter provided, Mortgagee shall not be compelled to release, or be prevented from foreclosing or enforcing this Mortgage upon all or any part of the Mortgaged Property, unless the entire indebtedness and all items hereby secured shall be paid in full as aforesaid; and shall not be required to accept any part or parts of the Mortgaged Property, as distinguished from the entire whole thereof, as payment of or upon the said indebtedness to the extent of the value of such part or parts; and shall not be compelled to accept or allow any apportionment of the said indebtedness to or among any separate parts of the Mortgaged Property. In case of a foreclosure sale, the Mortgaged Property may be sold in one parcel and as an entirety or in such parcels, manner or order as Mortgagee in its sole discretion may elect.

22. Rights and Remedies Cumulative. To the extent permitted by law, the rights and remedies provided for in this Mortgage, or which Mortgagee may have otherwise, at law or in equity or available under applicable law (including, but not limited to, the right to damages by reason of the failure of Mortgagor to keep, observe and perform any of the covenants or agreements contained in this Mortgage), shall be distinct, separate and cumulative, and shall not be deemed to be inconsistent with each other, and none of them, whether or not exercised by Mortgagee, shall be deemed to be in exclusion of any other, and any two or more of all such rights and remedies may be exercised under any document or under applicable law at the same time. Further, Mortgagee may resort, for the payment of the indebtedness secured hereby, to its several securities therefor in such order or manner as it may think fit.

If Mortgagor has given Mortgagee one or more mortgages other than this Mortgage with respect to the Mortgaged Property or any portion thereof, then all such mortgages, and all rights and remedies provided for in all such mortgages shall remain distinct

and separate and none of them shall merge or be merged with this Mortgage or any other mortgages.

Without in any way limiting the generality of the foregoing, Mortgagee shall have the right from time to time to take action to recover any sums, whether interest, principal or any installment of either, or any other sums required to be paid under the terms of this Mortgage or the Note or the Loan Agreement, as the same become due, without regard to whether or not the principal sums secured or any other sums secured hereby shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature.

23. Foreclosure Expenses. If this Mortgage shall be foreclosed, there shall be included, to the extent permitted by law, in the computation of the indebtedness secured hereby, the amount of a reasonable fee for the services of the attorneys retained by Mortgagee in the foreclosure action or proceeding, as well as any and all disbursements, costs and other expenses incurred by Mortgagee in connection with such foreclosure action or proceeding.

24. Future Laws Affecting Mortgagors. In the event of the passage, after the date of this Mortgage, of any law, federal, state or local, or in the event of the rendition of a decision of any court of competent jurisdiction, imposing upon Mortgagee the taxes, charges or assessments previously paid by Mortgagor, or changing in any way the laws for the taxation of mortgages or indebtedness secured by mortgages, or imposing a tax, directly or indirectly, on this Mortgage, or the Note or the Indebtedness, or changing the manner of the collection of any such taxes, charges or assessments, so as to affect this Mortgage or lessen the net income on the indebtedness secured by this Mortgage, or upon the rendition of any court of competent jurisdiction of a decision that any undertaking by Mortgagor as in this paragraph or elsewhere in this Mortgage provided is legally inoperative, then Mortgagee shall have the right, at its option, to give thirty (30) days' written notice to Mortgagor requiring the payment of the indebtedness secured hereby, and such indebtedness shall become due and payable and collectible at the expiration of said thirty (30) days; provided, however, said option shall be unavailing and the Indebtedness and this Mortgage shall remain in effect as though said law had not been enacted or decision rendered, if under such law or decision Mortgagor lawfully may pay any such tax, charge or assessment to or for Mortgagee and does in fact pay same when payable and any and all security and collateral granted by Mortgagor to Mortgagee under this Mortgage and the Financing Agreements is not impaired by said law or decision.

25. Reliance on Documents, Etc. Mortgagee, in making any payment herein authorized in the place and stead of Mortgagor which (i) relates to taxes, assessments, water rates, sewer use and rentals and other governmental or municipal charges, fines, impositions or liens asserted against the Mortgaged Property, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy thereof or

into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (ii) relates to insurance premiums may do so according to any notice, bill, statement or estimate procured from the appropriate insurer without inquiry into the accuracy or validity thereof; or (iii) relates to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge, shall be the sole judge of the legality or validity of same; or (iv) relates to the expense of repairs or replacement of any buildings' improvements, Fixtures or any other Mortgaged Property shall be the sole judge of the state of repairs and the necessity for incurring the expense of any such repairs or replacement; or (v) otherwise relates to any other purpose not specifically enumerated in this paragraph, may do so whenever, in its judgment and discretion, such payment shall seem necessary or desirable to protect the full security intended to be created by this Mortgage, and provided further that in connection with any such payment, Mortgagee, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the costs and expenses of which shall be repayable by Mortgagor without demand and shall be secured hereby.

26. Event(s) of Default, Remedies. The occurrence of an Event of Default under and as defined in the Loan Agreement, the failure of Mortgagor to pay or perform any one or more of Mortgagor's obligations under this Mortgage continuing uncured for twenty (20) days after Mortgagee gives Mortgagor written notice thereof, or the occurrence of an event of default or the commencement of any foreclosure proceedings under any other mortgage lien affecting the Mortgaged Property, shall each constitute an event of default hereunder (each such event is herein called an "Event of Default" and more than one such event is herein collectively called "Events of Default"), and the Loan Agreement is hereby incorporated herein by reference.

Upon the occurrence of any one or more of such Events of Default, (i) the entire Indebtedness, together with interest thereon at the rate specified in the Note after maturity, and any or all of the other Indebtedness shall, at the option of the Mortgagee, without demand or notice to Mortgagor or any other person, become and be immediately due and payable; and (ii) Mortgagee may, at its option, commence any action permitted under the laws of the State of Indiana or the United States of America including foreclosure of this Mortgage and/or sale of the Collateral.

27. Possession of Premises. Mortgagor hereby waives all right to the possession, income, and rents of the Premises from and after the occurrence of any Event of Default, and Mortgagee is hereby expressly authorized and empowered, at and following any such occurrence, to enter into and upon and take possession of the Premises or any part thereof, to complete any construction in progress thereon at the expense of Mortgagor, to lease the same, to collection and receive all Rentals and Other Payments and to apply the same, less the necessary or appropriate expenses of collection thereof, either for the care, operation and preservation of the Premises or, at the election of Mortgagee in its sole discretion, to a reduction of such of the Indebtedness in such order as Mortgagee may elect. From and after the occurrence of any Event of Default, Mortgagee, either by itself or its agents or attorneys, is also hereby granted full and complete authority to enter upon the Premises, employ watchmen to protect the Improvements from depreciation or injury and to preserve and protect the Collateral, and to continue any and all outstanding contracts for the erection and completion of improvements to the Premises, to make and enter into any contracts and obligations whenever necessary in its own

name, and to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of the Mortgagor hereunder.

28. Foreclosure. Upon the occurrence of any Event of Default, Mortgagee shall also have the right immediately to foreclose this Mortgage by filing a complaint for that purpose. This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Premises, or any interest therein, as Mortgagee may elect, until all of the Premises and interest therein have been foreclosed against and sold. Following judgment, the Sheriff of the County in which the complaint is filed shall proceed according to law to sell the mortgaged premises or so much thereof as may be necessary to satisfy the judgment, interest and costs. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefore) in any court, or by any other lawful manner, all expenses of every kind paid or incurred by Mortgagee for the enforcement, protection or collection of this security, including court costs, attorneys' fees, stenographer's fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by Mortgagor.

29. Receiver. Upon the occurrence of any Event of Default, in any action to foreclose the Mortgage or upon the actual or threatened waste to any of the Premises, or any portions thereof, and without notice to Mortgagor, or to any party claiming under Mortgagor, and without regard to the solvency or insolvency at the time of such application of any person then liable for the payment of any of the Indebtedness, without regard to the then value of the Premises, or whether the same shall then be occupied, in whole or in part, as a homestead, by the owner of the equity of redemption, and without regarding any bond from the complainant in such proceedings, Mortgagee shall be entitled to have a receiver appointed for the benefit of Mortgagee, with such powers as the court making the appointment may confer, including, but not limited to, power to take possession, charge, and control of the Premises, to lease the same, to keep the improvements insured and in good repair, and to collect all Rentals and Other Payments prior to the filing of a foreclosure suit, and, in case of foreclosure sale, and a deficiency, during any period of redemption and Mortgagor hereby irrevocably consents to such appointment. The court may, from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of the Indebtedness, including, without limitation, the following, in such order of application as Mortgagee may elect: (i) amounts due upon the Note and upon any and all other unpaid notes or obligations included among the Indebtedness, (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage, (iii) costs and expenses of foreclosure and litigation upon the Premises, (iv) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Premises, (v) any other lien or charge upon the Premises that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same and (vi) all monies advanced by Mortgagee to cure or attempt to cure any Event of Default by Mortgagor in the performance of any obligation or condition contained in this Mortgage or otherwise, to protect the security hereof or provided herein, with interest at the Default Rate. The overplus of the proceeds of sale, if any, shall then be paid to Mortgagor, or the court, upon reasonable request.

30. Remedies for Leases and Rents. If any Default shall occur, then, whether before or after institution of legal proceedings to foreclose the lien of this Mortgage or before or

after the sale thereunder, Mortgagee shall be entitled, in its discretion, to do all or any of the following: (i) enter and take actual possession of the Premises, the Rentals and Other Payments, the Leases and other Collateral relating thereto or any part thereof personally, or by its agents or attorneys, and exclude Mortgagor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of Mortgagor relating thereto (except medical records); (iii) as attorney-in-fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted, to the extent permitted by law, hold, operate, manage, and control the Premises, the Rentals and Other Payments, the Leases and other Collateral relating thereto, either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rentals and Other Payments, the Leases and other Collateral relating thereto (including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (v) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof (unless Mortgagee shall have entered into a nondisturbance and attornment agreement with the tenant); (vi) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (vii) insure and reinsure the Collateral for all risks incidental to Mortgagee's possession, operation and management thereof; and (viii) receive all such Rentals and Other Payments and proceeds, and perform such other acts in connection with the management and operation of the Collateral, as Mortgagee in its discretion may deem proper, Mortgagor hereby granting Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after any Event of Default without notice to Mortgagor or any other person. Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rentals and Other Payments to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Collateral, including the cost from time to time of installing, replacing or repairing the Collateral, and of placing the Collateral in such condition as will, in the judgment of Mortgagee, make it readily rentable; and (c) to the payment of the Indebtedness as described herein.

31. Miscellaneous Provisions.

(a) In the event of a foreclosure of this Mortgage, the purchaser of the Mortgaged Property, if Mortgagee so consents, shall succeed to all the rights of Mortgagor to the Mortgaged Property, including, without limitation, any right to unearned premiums, in and to all policies of insurance assigned and delivered to Mortgagee pursuant to the provisions hereof.

(b) Except as otherwise specified herein or by notice, all notices,

communications and demands hereunder shall be in writing and sent by certified mail, return receipt requested, or by overnight delivery service, with all charges prepaid, to the applicable party or parties at the addresses set forth below, or by facsimile transmission (including, without limitation, computer generated facsimile), promptly confirmed in writing sent by first class mail, to the facsimile numbers and addresses set forth below:

(a) If to Mortgagor, to: North Bridge Realty, LLC
50 Taylor Drive
Rumford, Rhode Island 02916

with a copy to: James P. Redding, Esq.
Greenberg Traurig, LLP
One International Place
Boston, Massachusetts 02110

(b) If to Mortgagee, to: Bank Rhode Island
One Turks Head Plaza
Providence, Rhode Island 02903
Attn: William C. Tsonos
Senior Vice President

with a copy to: David M. Gilden, Esq.
Partridge Snow & Hahn LLP
180 South Main Street
Providence, Rhode Island 02903
Fax: (401) 861-8210

or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties given in accordance with this Section at least ten (10) days in advance thereof. All such notices and correspondence shall be deemed given upon the earliest to occur of (i) actual receipt or refusal of delivery, (ii) if sent by overnight delivery service, when received or when delivery is refused, or (iii) if sent by facsimile, when receipt of such transmission is acknowledged.

(c) Mortgagor is hereby notified that Mortgagor has the right of free choice in the selection of the agent and insurer through or by which insurance required in connection with the Indebtedness is to be placed.

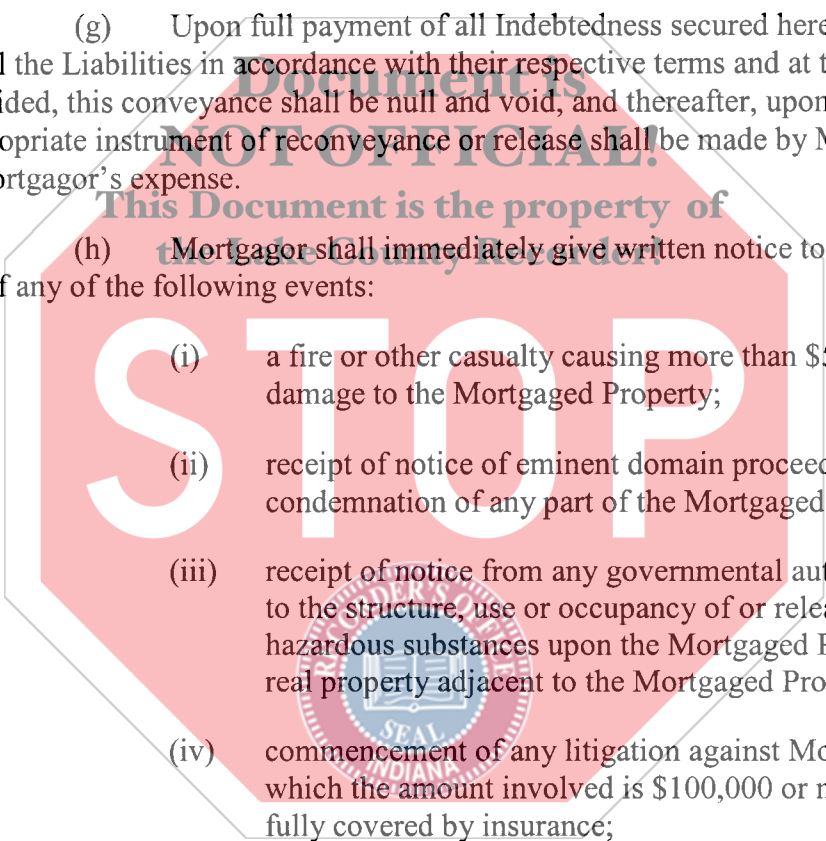
(d) Notwithstanding anything in the documents evidencing the Indebtedness, this Mortgage or any other instrument to the contrary, Mortgagor shall not be required to pay interest on the indebtedness secured by this Mortgage in excess of the maximum interest permissible under applicable law. In the event Mortgagor shall pay or be charged in an amount in excess of said maximum permitted interest, such excess amount shall be applied to reduce the principal balance of the indebtedness secured by this Mortgage and not to payment of interest.

(e) Mortgagor shall observe, perform or comply with all obligations, conditions and covenants contained herein and in the Financing Agreements. Any and all provisions of the Financing Agreements are hereby made a part hereof to the same extent as if fully set forth herein. The term "Financing Agreements" as used herein shall mean and refer to any and all agreements evidencing, securing or relating in any way to the past, present or future indebtedness or obligations or liabilities of every kind, nature and description of Mortgagor owing to Mortgagee, and such other agreements as are executed by Mortgagor on this date or in the future, and any modification, supplementation or amendment thereof made from time to time.

(f) Part of the Mortgaged Property is or may become fixtures as such term is defined in Ind. Code 26-1-9.1-102(41). It is intended that as to such fixtures, this Mortgage shall be effective as a continuously perfected financing statement filed pursuant to Ind. Code 26-1-9.1-515 as a fixture filing from the date of the filing of this Mortgage for record with the Recorder of the County. In order to satisfy Ind. Code 26-1-9.1-502(a) and Ind. Code 26-1-9.1-502(b), the information required to be set forth in an UCC financing statement is set forth in the preamble, Section 31(b) and on the signature page of this Mortgage. Mortgagor hereby acknowledges receipt of a copy of this Mortgage in compliance with Mortgagee's obligation to deliver a copy of the fixture filing to Mortgagee pursuant to Ind. Code 26-1-9.1-502(f).

(g) Upon full payment of all Indebtedness secured hereby and satisfaction of all the Liabilities in accordance with their respective terms and at the time and in the manner provided, this conveyance shall be null and void, and thereafter, upon demand therefor, an appropriate instrument of reconveyance or release shall be made by Mortgagee to Mortgagor at Mortgagor's expense.

(h) Mortgagor shall immediately give written notice to Mortgagee of the occurrence of any of the following events:

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- (i) a fire or other casualty causing more than \$50,000 worth of damage to the Mortgaged Property;
 - (ii) receipt of notice of eminent domain proceedings or condemnation of any part of the Mortgaged Property;
 - (iii) receipt of notice from any governmental authority relating to the structure, use or occupancy of or release of hazardous substances upon the Mortgaged Property or any real property adjacent to the Mortgaged Property;
 - (iv) commencement of any litigation against Mortgagor in which the amount involved is \$100,000 or more and is not fully covered by insurance;
 - (v) any contract or agreement with respect to any sale or other transfer of any part of the Mortgaged Property;
 - (vi) commencement of any foreclosure proceedings, including

by the giving of notice thereof, affecting the Mortgaged Property.

(i) Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall include "any subsequent owner or owners of the Mortgaged Property or any part thereof," the word "Mortgagee" shall include "any subsequent holder or holders of this Mortgage," the term "mortgage debt," shall mean "any and all indebtedness of Mortgagor to Mortgagee as evidenced by the Note and/or secured by this Mortgage" and the word "person" shall include "an individual, corporation, partnership or unincorporated association," and plural or singular shall include each other, and pronouns in any gender shall be construed as masculines, feminine or neuter as the context requires.

(j) "Hazardous substance" as used herein shall mean "solid waste" or "hazardous waste," "hazardous material," "hazardous substance," and "oil" as defined in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Material Transportation Act, the Federal Water Pollution Control Act and the Superfund Amendments and Reauthorization Act of 1986 and any similar or successor federal law or applicable statute and local statutes and ordinances and any rules, regulations and policies promulgated thereunder, as any of such federal, state and local statutes, ordinances and regulations may be amended from time to time.

(k) If any term or provision of this Mortgage or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Mortgage, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

(l) The captions or section headings used in this Mortgage are for convenience only and of no substance or significance, and shall not be used to interpret, modify or affect in any way the covenants and agreements herein contained.

(m) This Mortgage shall be governed by and construed in accordance with the laws of the State of Indiana. All grants, covenants, agreements and other provisions herein contained shall run with the land, and shall be binding upon and inure to the benefit of the respective successors and assigns of Mortgagor and Mortgagee.

32. Mortgage Condition. If all of the Indebtedness of Mortgagor, and any additional indebtedness secured hereby, and any extensions or renewals thereof, shall be paid and satisfied according to their tenor, and if all agreements and provisions contained in the Financing Agreements are fully kept and performed, then this Mortgage shall, upon payment or performance of the last such obligation, become null and void; otherwise to remain in full force and effect.

33. No Obligation on Mortgagee. This Mortgage is intended only as security for the Liabilities. Anything herein to the contrary notwithstanding, (a) Mortgagor shall be and

remain liable under and with respect to the Mortgaged Property and the Collateral to perform all of the obligations assumed by Mortgagor under or with respect to each thereof, (b) Mortgagee shall have no obligation or liability under or with respect to the Mortgaged Property and the Collateral by reason or arising out of this Mortgage, and (c) Mortgagee shall not be required or obligated in any manner to perform or fulfill any of the obligations of Mortgagor under, pursuant to or with respect to any of the Mortgaged Property and the Collateral.

34. Waiver. Mortgagor, on behalf of itself and all persons now or hereafter interested in the Premises or the Collateral, to the fullest extent permitted by applicable law hereby waives all rights under all appraisal, homestead, moratorium, valuation, exemption, extension, and marshalling statutes, laws or equities now or hereafter existing, and Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of this Collateral. Anything contained in Ind. Code 32-29-7-5 to the contrary notwithstanding, no waiver made by Mortgagor in this Mortgage or in any of the other terms and provisions of the other Loan Documents shall constitute the consideration for or be deemed to be a waiver or release by Mortgagee or any judgment holder of the Liabilities secured by this Mortgage of the right to seek a deficiency judgment against Mortgagor or any other person or entity who may be personally liable for the Liabilities hereby secured, which right to seek a deficiency judgment is hereby reserved, preserved and retained by Mortgagee for its own behalf and its successors and assigns.

35. No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Premises, it is hereby understood and agreed that should Mortgagee acquire an additional or other interests in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

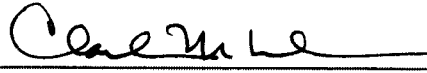
36. WAIVER OF JURY TRIAL; SERVICE OF PROCESS. IN THE EVENT THAT MORTGAGEE BRINGS ANY ACTION OR PROCEEDING IN CONNECTION HERewith IN ANY COURT OF RECORD OF THE STATE OF INDIANA OR THE UNITED STATES FOR THE DISTRICT LOCATED IN SUCH STATE, MORTGAGOR HEREBY IRREVOCABLY CONSENTS TO AND CONFERS PERSONAL JURISDICTION OF SUCH COURT OVER MORTGAGOR BY SUCH COURT. MORTGAGOR HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS MORTGAGE OR ANY INSTRUMENT OR DOCUMENT DELIVERED IN CONNECTION HERewith, OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF.

(Signature Page Follows)


IN WITNESS WHEREOF, Mortgagor has, by its duly authorized representative, caused this instrument to be executed as of the date set forth above.

MORTGAGOR:

NORTH BRIDGE REALTY, LLC

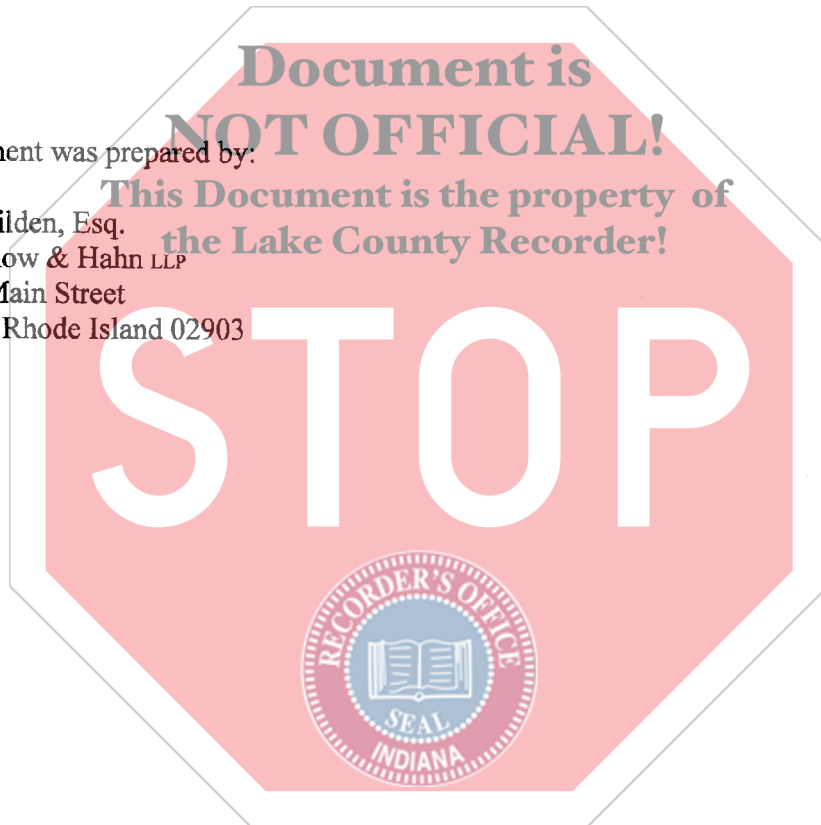
By: 
Charles M. Dunn
Manager

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


Print Name: Peter Haar

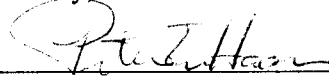
This instrument was prepared by:

David M. Gilden, Esq.
Partridge Snow & Hahn LLP
180 South Main Street
Providence, Rhode Island 02903



STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County, on the 24th day of March, 2009, before me personally appeared the within-named Charles M. Dunn, to me known and known by me to be the Manager of North Bridge Realty, LLC, and the person executing these presents on its behalf and he acknowledged said instrument by him so executed to be his free act and deed in such capacity, and the free act and deed of North Bridge Realty, LLC.



Notary Public

My Commission Expires: 10-29-2009



EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

All that certain parcel of land situated in the South Half of Section 32, Township 37 North, Range 8 West of the Second Principal Meridian, City of Gary, Lake County, Indiana (bearings herein refer to the Indiana Coordinate System, West Zone). Beginning at a point on the Northerly line of premises conveyed to Northern Indiana Public Service Company by deed dated October 24, 1960, recorded in the Recorder's Office of Lake County, Indiana, in Deed Volume 1160, page 361, as Document No. 289248, as Parcel 2, said point being referenced to a monument at the end of the third course and distance reading South 87 degrees 5 minutes 27 seconds East, 2380.55 feet in said description; thence from said reference monument along the Northerly line of lands so conveyed to Northern Indiana Public Service Company, North 87 degrees 05 minutes 27 seconds West, 289.71 feet to the point and place of beginning of this description of the point of beginning of the land; thence from said point of beginning along said Northerly line of Northern Indiana Public Service Company, North 87 degrees 05 minutes 27 seconds West, 950 feet to a point; thence North 02 degrees 54 minutes 33 seconds East, 865 feet; thence South 87 degrees 05 minutes 27 seconds East, 150 feet; thence North 02 degrees 54 minutes 33 seconds, 529.25 feet; thence South 64 degrees 20 minutes 21 seconds East, 867.50 feet; thence South 02 degrees 54 minutes 33 seconds, 1058.76 feet to the Point and Place of Beginning.

Parcel 2:

Easement for the benefit of Parcel 1 as created by Easement for Roadway, Sewer and Water Line between United States Steel Corporation and Northern Indiana Public Service Company, dated March 12, 1969 and recorded July 30, 1969 as Document No. 25787 in the Recorder's Office of Lake County, Indiana as amended by that certain amendment to easement for roadway, sewer and water line among USX Corp., American Juice, Inc., and Northern Indiana Public Service Company, dated October 15, 1990 and recorded October 30, 1990 as Document No. 131752 in the Recorder's Office of Lake County, Indiana for the non-exclusive right and easement to use, maintain, repair and renew an existing 32 foot wide roadway over and across the land described as follows:

Easement for roadway, sewer and water line: A strip of land in the South Half of Section 32, Township 37 North, Range 8 West of the Second Principal Meridian described as follows: Beginning at a point on the East line of premises conveyed by Gary Land Company to America Bridge Company by deed dated January 25, 1911, recorded in Deed Record 167, page 304, in the Recorder's Office of Lake County, Indiana, which point is 178 feet North of the centerline of the Indiana East-West Toll Road; thence North 0 degrees 00 minutes 18 seconds East on and along the East line of the American Bridge Company property 46.87 feet to a point; thence South 85 degrees 25 minutes 59 seconds East 509.16 feet to a point which is 100 feet Northerly of, measured at right angles to, the Northerly right of way line of the said Indiana East-West Toll Road; thence South 87 degrees 5 minutes 27 seconds East on a line parallel to the said Northerly right of way line a distance of 2090.84 feet to a point; thence South 2 degrees 54 minutes 33 seconds West 32 feet to a point 68 feet North of the Northerly right of way line of the said Indiana East-West Toll Road; thence North 87 degrees 5 minutes 27 seconds West on and along a line parallel to the said Northerly right of way line a distance of 2599.78 feet, more or less, to the aforesaid Point of Beginning.

Parcel 3:

Easement for the benefit of Parcel 1 as created by Roadway Easement Agreement between USX Corporation and American Juice, Inc., dated October 24, 1990, and recorded October 30, 1990 as Document No. 131750 for a non-exclusive roadway easement for access, use, operation, maintenance repair and replacement of a roadway in, over and to the land described as follows:

Roadway Easement "A": A parcel of land situated in the Southwest Quarter of Section 33, Township 37 North, Range 8 West, and the Northwest Quarter of Section 4, Township 36 North, Range 8 West of the Second Principal Meridian in the City of Gary, Lake County, Indiana, more particularly described as follows: Commencing at the Southwest corner of said Section 33; thence North 01 degree 8 minutes 15 seconds West along the West line of said Section 33, a distance of 680.40 feet to a point on the Southwesterly right of way line of the Elgin, Joliet and Eastern Railway Company; thence South 64 degrees 24 minutes 15 seconds East along said Southwesterly right of way line, a distance of 990.78 feet to the point of beginning; thence continuing South 64 degrees 24 minutes 15 seconds East, a distance of 40.00 feet to the Easterly line of Buchanan St. (extended); thence South 19 degrees 53 minutes 7 seconds West along said Easterly line, a distance of 100.50 feet; thence South 24 degrees 17 minutes 37 seconds West along said Easterly line, a distance of 59.80 feet; thence South 25 degrees 35 minutes 48 seconds West along said Easterly line, a distance of 272.95 feet to the beginning of a curve concave to the East and having a radius of 826.00 feet; thence Southerly 316.05 feet along the arc of said curve, the long chord of which bears South 14 degrees 38 minutes 7 seconds West, a distance of 314.13 feet; thence South 10 degrees 20 minutes 14 seconds West along said Easterly line, a distance of 58.83 feet; thence South 0 degrees 4 minutes 15 seconds West along said Easterly line, a distance of 195.57 feet to the North line of Second Ave.; thence North 89 degrees 55 minutes 45 seconds West along said North line, a distance of 48.2 feet to the Westerly line of Buchanan St. (extended); Thence North 0 degrees 4 minutes 15 seconds East along said Westerly line, a distance of 195.57 feet; thence North 3 degrees 51 minutes 29 seconds East along said Westerly line, a distance of 75.99 feet to the beginning of a non-tangent curve concave to the East and having a radius of 891.00 feet; thence Northerly 327.05 feet along the arc of the curve, the long chord of which bears North 15 degrees 4 minutes 52 seconds East, a distance of 325.22 feet; thence North 25 degrees 35 minutes 48 seconds East along said Westerly line, a distance of 253.70 feet; thence North 24 degrees 37 minutes 17 seconds East along said Westerly line, a distance of 79.06 feet; thence North 34 degrees 7 minutes 11 seconds East along said Westerly line, a distance of 101.11 feet to the Point of Beginning.

Roadway Easement "B": A roadway easement situated in the Northwest Quarter of Section 5, Township 36 North, Range 8 West of the Second Principal Meridian, and also in the Southwest Quarter of Section 32, Township 37 North, Range 8 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, and being more particularly described as follows: Commencing at the Southwest corner of said Section 32; thence South 87 degrees 50 minutes 31 seconds East (basis of bearings) along the South line of said Section 32, a distance of 795.71 feet to the point of beginning of this easement; thence North 0 degrees 0 minutes 18 seconds East along the West right of way line of Bridge St. (extended), a distance of 345.81 feet to the North line of the Northern Indiana Public Service Company Easement shown in Record Book 790, page 86, in the Recorder's Office, Lake County, Indiana; thence South 85 degrees 25 minutes 59 seconds East along said North easement line, a distance of 45.14 feet; thence South 0 degrees 0 minutes 18 seconds West, a distance of 114.87 feet, thence South 87 degrees 5 minutes 27 seconds East, a distance of 12.11 feet to a point on the South side of Northern Indiana Public Service Company right of way, thence South 2 degrees 54 minutes 33 seconds West, a distance of 55.00 feet; thence North 87 degrees 5 minutes 27 seconds West a distance of 9.32 feet, thence South 0 degrees 0 minutes 18 seconds West a distance of 173.97 feet to the South line of said Section 32; thence South 87 degrees 50 minutes 31 seconds East along said South Section line, a distance of 15.00 feet to the East right of way line of Bridge St. (extended); thence South 0 degrees 0 minutes 18 seconds West along said

East right of way line (extended) 125.09 feet; thence North 87 degrees 50 minutes 31 seconds West, a distance of 60.03 feet to the West right of way line of Bridge St.; thence North 0 degrees 0 minutes 18 seconds East along said West right of way line (extended), a distance of 125.09 feet to the point of beginning.

Roadway Easement "C": A roadway easement situated in the Southeast Quarter of Section 32, Township 37 North, Range 8 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, and being more particularly described as follows: Commencing at the Southeast corner of said Section 32; thence North 1 degree 8 minutes 15 seconds West along the East line of said Section 32, a distance of 680.40 feet to a point on the Southwesterly right of way line of the Elgin, Joliet, and Eastern Railway Company; thence North 64 degrees 24 minutes 15 seconds West along said right of way line, a distance of 1161.00 feet; thence North 67 degrees 36 minutes 15 seconds West, a distance of 20.10 feet to the point of beginning of this easement; thence continuing North 67 degrees 36 minutes 15 seconds West, a distance of 911.44 feet; thence North 64 degrees 24 minutes 15 seconds West, a distance of 250.00 feet; thence South 25 degrees 35 minutes 45 seconds West, a distance of 50.00 feet; thence South 64 degrees 20 minutes 21 seconds East, a distance of 150.00 feet; thence North 25 degrees 35 minutes 45 seconds East, a distance of 21.83 feet; thence South 64 degrees 24 minutes 15 seconds East, a distance of 100.00 feet; thence South 67 degrees 36 minutes 15 seconds East, a distance of 908.74 feet to the West line of the Northern Indiana Public Service Company right of way; thence North 29 degrees 28 minutes 27 seconds East along said West right of way line, a distance of 28.21 feet to the Point of Beginning.

Easement No. 1 NIPSCO Right of Way: Situated in the Southwest Quarter of Section 33, Township 37 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the Southwest corner of said Section 33; thence North 01 degrees 8 minutes 15 seconds West along the West line of said Section, 680.40 feet to a point on the Southwesterly right of way line of the Elgin, Joliet and Eastern Railroad Company; thence South 64 degrees 24 minutes 15 seconds East along said right of way line, 516.50 feet to the point of beginning; thence continuing South 64 degrees 24 minutes 15 seconds East, 164.50 feet; thence South 51 degrees 4 minutes 15 seconds East, 130.00 feet; thence South 59 degrees 44 minutes 15 seconds East, 177.21 feet to the West line of Buchanan Street; thence South 34 degrees 7 minutes 11 seconds West along said West line, 28.06 feet; thence North 59 degrees 44 minutes 15 seconds West, 177.44 feet; thence North 51 degrees 04 minutes 15 seconds West, 131.26 feet; thence North 54 degrees 36 minutes 15 seconds West, 161.24 feet, to the Point of Beginning.

Roadway Easement No. 3 on Northern Indiana Public Service Company Right of Way: Situated in the Southeast Quarter of Section 32, Township 37 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the Southeast corner of said Section 32; thence North 1 degree 8 minutes 15 seconds West, along the East line of said section 680.40 feet to a point on the Southwesterly right of way line of the Elgin, Joliet and Eastern Railway Company; thence North 64 degrees 24 minutes 15 seconds West along said right of way line, 660.20 feet to the point of beginning; thence continuing North 64 degrees 24 minutes 15 seconds West, 500.80 feet; thence North 67 degrees 36 minutes 15 seconds West, 20.10 feet to the West line of the Northern Indiana Public Service Company right of way; thence South 29 degrees 28 minutes 27 seconds West along said West right of way line, 28.21 feet; thence South 67 degrees 36 minutes 15 seconds East, 523.60 feet to the Point of Beginning.

Parcel 4:

License for the benefit of Parcel 1 as evidenced by a Memorandum of License Agreement between Elgin, Joliet and Eastern Railway Company and American Juice, Inc., dated October 15, 1990 and recorded

October 30, 1990 as Document No. 131751 for the authority to utilize, operate, upgrade and maintain a non-exclusive paved roadway over and across the land described as follows:

Roadway Easement No. 2 NIPSCO Right of Way: Situated in the Southeast Quarter of Section 32 and the Southwest Quarter of Section 33, Township 37 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana more particularly described as follows: Commencing at the Southeast corner of said Section 32; thence North, along the East line of said Section, 680.40 feet to a point on the Southwesterly right of way line of the Elgin, Joliet and Eastern Railway Company, said point being the point of beginning, thence Northwesterly along said right of way line which forms an angle of 63 degrees 16 minutes left to the last described course extended, 1161.0 feet to a point, thence Southeasterly, along a line forming an interior angle of 3 degrees 12 minutes to the last described course, 500.80 feet to a point 10 feet from the centerline of track measured at right angles thereto; thence continuing Southeasterly, along a line parallel to the aforementioned Southwesterly right of way line of the railway, 1180.00 feet to a point, thence continuing Southeasterly, along a line 9 degrees 48 minutes right to the last described course extended, 164.40 feet to a point on the aforesaid Southwesterly right of way line of the railroad; thence Northwesterly, along said right of way line, 681.0 feet to the Point and Place of Beginning.



EXHIBIT B

Permitted Encumbrances

Those encumbrances listed on Schedule B of Section 2 of the Chicago Title Insurance Company Pro Forma for Title Insurance for policy number 620090515.

