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STATE OF INDIANA
LAKE COUNTY
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MICHELLE J. HSMAN
RECORDER

SUBLEASEHOLD MORTGAGE AND SECURITY AGREEMENT
(LAKE COUNTY)

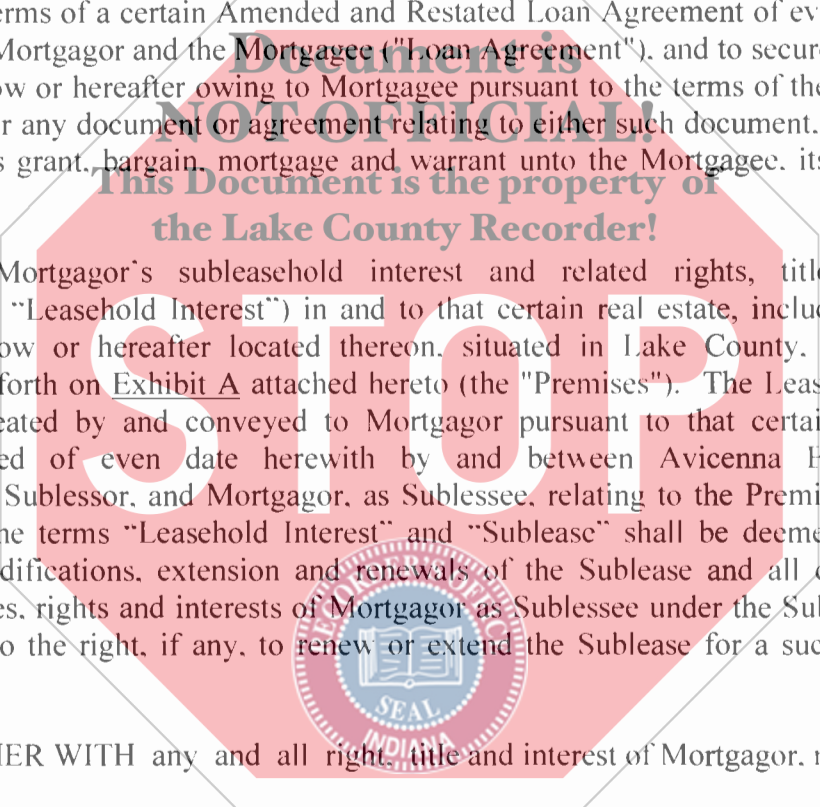
THIS SUBLEASEHOLD MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made as of this 15th day of January, 2011 by AVICENNA ACADEMY, INC., an Indiana nonprofit corporation ("Mortgagor") in favor of ALEHSAN FOUNDATION, INC., an Indiana nonprofit corporation ("Mortgagee").

WITNESSETH:

To secure the payment of One Million Three Hundred Thousand and no/100th Dollars (\$1,300,000.00) and a 7% annual management fee on the principal amount thereof outstanding from time to time, as set forth in and according to the terms of that certain promissory note (the "Note") of even date herewith by Mortgagor in favor of Mortgagee, such Note having been made pursuant to the terms of a certain Amended and Restated Loan Agreement of even date herewith by and between Mortgagor and the Mortgagee ("Loan Agreement"), and to secure the payment of all other sums now or hereafter owing to Mortgagee pursuant to the terms of the Note, the Loan Agreement and/or any document or agreement relating to either such document, Mortgagor does by these presents grant, bargain, mortgage and warrant unto the Mortgagee, its successors and assigns, forever:

All of Mortgagor's subleasehold interest and related rights, title and interests (collectively, the "Leasehold Interest") in and to that certain real estate, including any and all improvements now or hereafter located thereon, situated in Lake County, Indiana, legally described as set forth on Exhibit A attached hereto (the "Premises"). The Leasehold Interest is described in, created by and conveyed to Mortgagor pursuant to that certain Sublease (the "Sublease") dated of even date herewith by and between Avicenna Expansion, LLC ("Landlord"), as Sublessor, and Mortgagor, as Sublessee, relating to the Premises. As used in this Mortgage, the terms "Leasehold Interest" and "Sublease" shall be deemed to include all assignments, modifications, extension and renewals of the Sublease and all credits, deposits, options, privileges, rights and interests of Mortgagor as Sublessee under the Sublease, including but not limited to the right, if any, to renew or extend the Sublease for a succeeding term or terms.

TOGETHER WITH any and all right, title and interest of Mortgagor, now existing or



AMOUNT \$ 40
CASH _____ CHARGE _____
CHECK # 6992
OVERAGE _____
COPY _____
NON-COM _____
CLERK [Signature]

hereafter acquired, in and to any and all easements, rights-of-way, licenses, privileges, and appurtenances belonging to said Premises, and any and all issues and profits from it, whether before or after foreclosure and during any applicable period of redemption, including the right to an appointment of a receiver to collect the same, which issues and profits Mortgagor hereby irrevocably assigns to Mortgagee; and also all the estate, right, title and interest of Mortgagor, either at law or in equity, of, in and to each and every part of said Premises;

TOGETHER WITH any and all right, title and interest of Mortgagor, now existing or hereafter acquired, in and to the land lying within any street or roadway adjoining said Premises; and any and all right, title and interest of Mortgagor in and to any strips and gores adjoining it;

TOGETHER WITH any and all right, title and interest of Mortgagor, now existing or hereafter acquired, in and to any and all buildings, structures, and improvements now or hereafter erected on said Premises, and also, all fixtures, machinery, apparatus, equipment, and articles of personal property of every kind and nature whatsoever now or hereafter located in or upon or affixed to said Premises, or any part thereof, and used or usable in connection with any present or future operation of said Premises, all whether now owned or hereafter acquired by Mortgagor;

TOGETHER WITH , any and all right, title and interest of Mortgagor, now existing or hereafter acquired, in and to any and all judgments, awards or damages and settlements hereafter made as a result or in lieu of any taking of said Premises or any part thereof under the power of eminent domain, or for any and all damage to said Premises or the improvements thereon or any part thereof whether caused by such taking or otherwise. Mortgagee may apply any such sums on the indebtedness secured hereby in such manner as it elects, or the amount so received may be wholly or partially released by Mortgagee;

TOGETHER WITH a security interest (the "Security Interest"), which Mortgagor hereby grants to Mortgagee in all personal property including, but not limited to, furniture, motor vehicles, fixtures, and equipment used in the operation of said Premises or located on said Premises, all whether now owned or hereafter acquired, including without limitation: all construction materials, air-cooling, fire extinguishing, plumbing, cleaning, communications, and power equipment apparatus; all gas, water, and electrical equipment; and all elevators, cranes, switchboards, pumps, screens, storm doors, storm windows, shades, awnings, floor coverings, carpeting, cabinets, partitions, conduits, ducts and compressors, all room furniture, and decorations; all restaurant and lounge furniture, equipment and decorations; all linens, supplies and other similar personal property; and all replacements, repairs and substitutions of the same (all rights, title, interests and other property described in this and the preceding five (5) paragraphs are hereinafter collectively referred to as the "Mortgaged Property").

Mortgagor hereby covenants and agrees that upon the occurrence of an event of default hereunder, Mortgagee may, in addition to any other remedy provided for herein or which it may have at law or equity, exercise all rights granted to it under the Uniform Commercial Code as adopted by the State of Indiana.

TO HAVE AND TO HOLD the Mortgaged Property with the privileges and appurtenances thereunto belonging, and all issues and profits therefrom, unto Mortgagee, its successors and assigns, forever, for the uses and purposes herein expressed. Mortgagor

represents, covenants and warrants that at and until the execution and delivery of this Mortgage, Mortgagor is the owner of the Mortgaged Property and has good right and full power to grant, bargain, mortgage and warrant the same in the manner and form written; and that the same is free and clear of all liens and encumbrances whatsoever, except as otherwise disclosed and approved by Mortgagee, and that Mortgagor does warrant and will defend said the Mortgaged Property: with the privileges and appurtenances thereunto belonging, to Mortgagee, its successors and assigns, forever, against all lawful claims and demands whatsoever.

This Mortgage is given to secure payment of all indebtedness now or hereafter owing pursuant to the Note and/or the Loan Agreement, or pursuant to any and all renewals, modifications, amendments or extensions thereof, or pursuant to any agreement or document relating thereto (collectively, the "Loan Documents"), whether for principal, management fees, protective advances, legal fees, legal costs or otherwise, and is also given to secure the due and timely performance of each and every one of the terms, covenants, conditions, stipulations, provisions and agreements contained in this Mortgage, in the Note, and in any and all other Loan Documents (collectively, the "Secured Obligations").

MORTGAGOR FURTHER COVENANTS AND AGREES THAT:

1. Appointment of Mortgagor Representative. Mortgagor hereby appoints M. Hytham Rifai ("H. Rifai") as its representative ("Representative") to supervise the operation of Mortgagor's educational center on the Premises and its repayment and performance of the Secured Obligations. Such appointment shall terminate upon payment of the Note in full. At any time prior to such payment, H. Rifai may designate a successor Representative by delivering written of same to Mortgagee, and thereafter H. Rifai shall have no further obligation as Representative hereunder.

2. Payment and Performance of the Secured Obligations. Mortgagor will pay the principal and management fee on the indebtedness evidenced by the Note, together with all other amounts due under the Secured Obligations, at the times and in the manner provided in the Loan Documents, and a release of the mortgage lien hereby created shall occur only upon full and complete payment and performance of the Secured Obligations.

3. Sublease. Mortgagor shall pay all rents, additional rents and other sums required to be paid by Mortgagor as sublessee under and pursuant to the provisions of the Sublease: diligently perform and observe all of the terms, covenants and conditions of the Sublease on the part of Mortgagor as sublessee thereunder; and promptly notify Mortgagee of the giving of any notice by the Landlord under the Sublease to Mortgagor as sublessee of any default by Mortgagor as sublessee thereunder, and deliver to Mortgagee a true copy of each such notice. Mortgagor shall not, without the prior written consent of Mortgagee, surrender, transfer or encumber the leasehold estate created by the Sublease, or any interest therein, or terminate or cancel the Sublease or modify, change, supplement, alter or amend the Sublease in any respect, either orally or in writing, and if Mortgagor shall default in the performance or observance of any term, covenant or condition of the Sublease on the part of Mortgagor as sublessee thereunder to be performed, Mortgagee shall have the right but be under no obligation to pay any sums and perform any act or take any action as may be appropriate to cause all of the terms, covenants and conditions that are binding on Mortgagor under the Sublease to be performed or observed on

behalf of Mortgagor, to the end that the rights of Mortgagor in, to and under the Sublease shall be kept unimpaired and free from default.

4. Payment of Charges and Expenses. Mortgagor will pay when due all charges for water, water delivery, gas, electric power and light, sewers, waste removal, bills for repairs, permit fees or rentals, and all other claims and expenses incident to the ownership and occupancy of the Mortgaged Property. Mortgagor will further pay and discharge, when due, and within thirty (30) days from the due date of payment thereof, furnish Mortgagee with suitable evidence of payment of all taxes, assessments and other governmental charges on the Premises, as well as claims for labor and material and any claim capable of supporting a lien or charge on the Mortgaged Property or any part thereof; provided, however, that any such taxes, assessments, charges, or claims need not be paid so long as Mortgagor is in good faith contesting such payment by appropriate proceedings which avoid foreclosure of any lien securing said claim, and that sufficient funds or an acceptable bond insuring the prompt disposition of said claim are deposited with the Mortgagee. Additionally, and in the event Mortgagor fails to so satisfy any such claim, Mortgagee may, after notice, pay the same directly, and thereafter, at its option, demand of the Mortgagor reimbursement for any expense so paid, which shall be paid to Mortgagee within fifteen (15) days of demand thereof.

5. Tax Payments to Mortgagee. In the event of default in the payment of the Note or any other default under any of the other Loan Documents, and upon written demand of Mortgagee, Mortgagor will pay to Mortgagee monthly, in addition to other payment required under the Note, a sum equivalent to one-twelfth (1/12th) of the amount estimated by Mortgagee as sufficient to enable Mortgagee to pay, at least thirty (30) days before they become due, all taxes, assessments, and other similar charges levied against the Premises, and all insurance premiums on any policy or policies of insurance required by this Mortgage. Upon written demand by Mortgagee, Mortgagor shall also deliver and pay to Mortgagee any additional sums which are required to satisfy any deficiency in the amount necessary to enable Mortgagee to pay said items, and shall further adjust the amount of sums withheld accordingly.

6. Insurance. During the entire term of this Mortgage, Mortgagor will maintain a policy or policies of insurance, insuring the buildings and improvements hereafter erected on the Premises and the personal property within and upon the Premises or Mortgaged Property against fire and other hazards normally insured against in a comprehensive commercial hazard insurance policy. Such policy or policies shall be in amounts sufficient to satisfy the outstanding indebtedness secured by this Mortgage and with such companies as are acceptable to Seller. Each such policy shall name Mortgagee as a loss payee and shall contain a thirty (30) day cancellation notification obligation on such insurance companies to Mortgagee herein. In the event of any loss or damage, Mortgagor will give immediate notice thereof to Mortgagee, and Mortgagee may thereupon make proof of such loss or damage, if the same is not promptly made by Mortgagor. All proceeds of insurance in the event of such loss or damage shall be payable to Mortgagee, and any affected insurance company is authorized and directed to make payment directly to Mortgagee. Mortgagee is authorized and empowered to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance. All such insurance proceeds shall be applied first to reimburse Mortgagee for all costs and expenses, including reasonable attorneys' fees, incurred in connection with the collection of such proceeds and: (1) if an event of default has occurred and is continuing under this Mortgage, the remainder of said

proceeds shall be applied at the discretion of Mortgagee, in payment of the secured indebtedness, either in whole or in part, in the order determined by Mortgagee in its sole discretion: but (2) if Mortgagor is not then in default of this Mortgage, the remainder of said proceeds may be used for repair, restoration or replacement of the Premises so destroyed or damaged, provided that any insurance proceeds held by Mortgagee to be applied to the repair, restoration or replacement of the Premises shall be so held without payment or allowance of interest thereon and shall be paid out from time to time upon compliance by Mortgagor with the terms, conditions and requirements as may be reasonably imposed by Mortgagee.

7. Repair and Maintenance. Mortgagor will maintain the Premises and the Mortgaged Property in good condition and repair and will not commit or suffer any waste to same, reasonable wear and tear excepted. Mortgagor will comply with, or cause to be complied with, all statutes, ordinances, regulations or requirements of any governmental authority relating to the Premises, and will promptly repair, restore, replace or rebuild any of the Premises or Mortgaged Property now or hereafter subject to the lien of this Mortgage which are damaged or destroyed by any casualty, or as the result of any condemnation or similar proceeding. None of the buildings, structures, or improvements hereafter erected or located on the Premises shall be removed, demolished, or substantially or structurally altered in any respect without the prior written consent of Mortgagee. Mortgagee and its designated agents may enter upon and inspect the Premises and Mortgaged Property at all reasonable times.

8. Encumbrances; Transfers. With the exception of this Mortgage, real estate taxes and personal property taxes not yet due, Mortgagor will not create or suffer to be created any charge, lien or encumbrance upon any part of the Premises or Mortgaged Property without the prior written consent of Mortgagee. Mortgagor shall not in any way sell, convey, lease or transfer its interest or any portion of its interest in the Premises or the Mortgaged Property without the express written consent of the Mortgagee. If such transfer occurs, Mortgagee may, without notice to the Mortgagor, deal with any successor owner in the same manner as with Mortgagor, without in any way discharging the liability of the Mortgagor on this Mortgage or on the Note or under any other Loan Document. No assignment of any of the Secured Obligations shall be made by Mortgagors without the express prior written approval of Mortgagee.

9. Condemnation. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by a governmental authority under the power of eminent domain of the Premises or any portion thereof, or any other proceedings arising out of injury or damage to the Premises, or any portion thereof, Mortgagor will notify Mortgagee of the pendency of such proceedings. Mortgagee may participate in any such proceedings and Mortgagor will from time to time deliver to the Mortgagee all instruments requested by it to permit such participation. Mortgagor will, at its expense, diligently prosecute any such proceedings, and will consult with Mortgagee, its attorneys and experts, and cooperate with them in the carrying on or defense of any such proceedings. If all or any part of the Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting said Premises, the amount of any award or other payment for such taking or damages to the extent of the full amount of the then remaining unpaid indebtedness is hereby assigned to Mortgagee, and Mortgagee is empowered to collect and receive the same. Any award or payment so received shall be applied to the payment of the secured indebtedness by

Mortgagee, and if Mortgagor is not then in default of the terms hereof or the terms of the Note or Agreement, the remainder of said proceeds may be used for repair or to restore the Premises so affected by such condemnation, taking, injury or damage upon compliance by Mortgagor with the terms, conditions and requirements as may be reasonably imposed by Mortgagee; provided that both of the following conditions exist or have been satisfied at the time the condemnation proceeds are received:

FIRST: Such proceeds are sufficient to cover all costs and expense of required repair, restoration or replacement, or Mortgagor has then tendered to Mortgagee in escrow the difference or otherwise satisfied Mortgagee that said sum is available for the repair, restoration or replacement of the condemned or taken property; and

SECOND: Mortgagee has determined, in its judgment, the property is not so demolished, destroyed or damaged that it cannot be restored or rebuilt with available funds to a profitable condition within a reasonable time, and that its value has not been diminished such that after restoration the Premises will no longer adequately secure the Note.

otherwise Mortgagee may declare all sums owing under the Note to be immediately due and payable and apply the remainder of the condemnation proceeds to payment of same.

10. No Impairment of Collateral. Mortgagor will not wholly or partially assign the income or profits arising from the Premises or the Mortgaged Property without the prior written consent of Mortgagee; or in any other manner impair the security of this Mortgage for the payment and performance of the Secured Obligations.

11. Discharge of Liens. Mortgagor will pay and promptly discharge, at Mortgagor's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property, or any part thereof or interest therein. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

12. Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws. Mortgagor agrees, to the full extent permitted by law, that at all times following the occurrence and during the continuation of an Event of Default, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal valuation, stay, or extension laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat; and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws and any and all right to have the assets comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof and agrees that Mortgagee or any court having jurisdiction to

foreclose such lien may sell the Mortgaged Property in part or as an entirety. To the full extent permitted by law, Mortgagor hereby waives any and all statutory or other rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date hereof.

13. No Release. Notwithstanding the fact that Mortgagee: (a) grants any extension of time or forbearance with respect to the payment of any indebtedness secured by this Mortgage; (b) takes other or additional security in lieu of payment; (c) waives or fails to exercise any right under this Mortgage, the Note or any other Loan Document; (d) grants any release, with or without consideration, of the whole or any part of the security held for the payment of the debt secured hereby or the release of any person liable for payment of said debt; and/or (e) amends or modifies in any respect with the consent of Mortgagor any of the terms and provisions of the Mortgage or of any of the other Loan Documents, no such action or inaction shall release Mortgagor, or any co-makers, sureties, or guarantors of this Mortgage or of the Note from the provisions of this Mortgage, or preclude the Mortgagee from exercising any right, power of privilege herein granted and the lien of the Mortgage shall not be impaired.

14. Prohibited Activities; Further Instruments. Without Mortgagee's prior written consent, Mortgagor will not make, suffer, or permit:

- (a) Any use of the Premises for any purpose other than that for which the same are or intended to be used;
- (b) Any alterations or demolition of the buildings, improvements, fixtures, apparatus, machinery and equipment hereafter erected or located upon the Premises; or
- (c) Any purchase or conditional sale, lease or agreement under which title is reserved in the vendor of any such fixtures, apparatus, machinery, equipment, or personal property to be placed in or upon any of the buildings or improvements on the Premises. Further, Mortgagor will execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm the lien of this Mortgage on any such fixtures, property, machinery, apparatus and equipment.

15. Financial Statements. On a calendar year basis, at the request of Mortgagee, Mortgagor shall furnish Mortgagee with its operating statement showing income and expenses of the business operated on the Premises, certified by it as materially accurate and complete, as well as such other information concerning the financial condition of the Mortgagor or the Premises as Mortgagee may reasonably request from time to time.

16. Default. Any one of the following events shall constitute an Event of Default under this Mortgage:

- (a) Mortgagor fails to pay to Mortgagee, within thirty (30) days when due and in good funds, any payment of principal, fees or expenses required by this Mortgage, or under the Note or any other Loan Document;

(b) Mortgagor fails to perform or observe any other agreement, covenant or condition required of the Mortgagor under this Mortgage or any other Loan Document for thirty (30) days after written notice of such failure is delivered by Mortgagee to Mortgagor:

(c) Any representation or warranty made by the Mortgagor in this Mortgage, or in any certificate or document furnished under the terms of, or in conjunction with, this Mortgage or other Loan Document proves untrue in any material respect:

(d) Mortgagor admits in writing an inability to pay debts; makes an assignment for the benefit of creditors; is adjudicated a bankrupt; files a voluntary petition pursuant to state or federal bankruptcy laws whether for arrangement, composition or liquidation; has such a petition filed against it, which petition is not dismissed within thirty (30) days after its filing; effects a plan or other arrangement with creditors; liquidates its assets under court supervision; or applies for or permits the appointment of a receiver, trustee, or custodian for any of its property which is not discharged within thirty (30) days after such application or appointment; or

(e) Mortgagor transfers, conveys or demises any of its interest in the Premises or the Mortgaged Property, creates or permits the creation of any mortgage, encumbrance or lien on the Premises or Mortgaged Property, or commits waste or allows the Premises or Mortgaged Property to deteriorate.

17. Remedies on Default. Upon the occurrence of an Event of Default, the whole of the principal balance and all the accrued and unpaid management fees and all other indebtedness owed pursuant to the Note, this Mortgage and any other Loan Document shall thereupon at the option of Mortgagee and without notice become immediately due, payable, and collectible in a suit at law, or by foreclosure of this Mortgage, or by any other legal or equitable means available to Mortgagee. Upon the occurrence and during the continuance of an Event of Default, in addition to any rights and remedies provided for in the other Loan Documents, and to the extent permitted by applicable law, the following provisions shall apply:

(a) Mortgagee may: (i) immediately sell the Mortgaged Property either in whole or in separate parcels, as prescribed by applicable law, under power of sale, which power is hereby granted to Mortgagee to the full extent permitted by such law, and thereupon, and make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law; or (ii) immediately foreclose this Mortgage by judicial action. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment or performance of the Secured Obligations secured hereby, and without regard to the then value of the Mortgaged Property or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the indebtedness hereby secured is made) for the benefit of Mortgagee, with power to collect the rents, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of the rents when collected, may pay

costs incurred in the management and operation of the Premises, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the Premises, and may pay or perform all or any part of the Secured Obligations or other sums secured hereby or any deficiency decree entered in such foreclosure proceedings. Upon or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed shall have full power to enter an order placing Mortgagee in possession of the Premises and Mortgaged Property with the same power granted to a receiver pursuant to this subparagraph and with all other rights and privileges of a mortgagee-in-possession under applicable law:

(b) Mortgagee shall, at its option, have the right, acting through its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the Premises and the Mortgaged Property, expel and remove any persons, goods, or chattels occupying or upon the same, to collect or receive all the rents, and to manage and control the same, and to lease the same or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and expenses, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the Premises and Mortgaged Property, distribute and apply the remaining net income in accordance with the terms of the Loan Documents or upon any deficiency decree entered in any foreclosure proceedings; and

(c) Each remedy or right of Mortgagee shall not be exclusive of, but shall be in addition to, every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on the occurrence or existence of 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 acquiescence therein, nor shall it affect any subsequent Event of Default of the same or different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by Agent.

18. Further Assurance. Mortgagor will, on request of the Mortgagee: (a) promptly correct any typographical defect, error or omission which may be discovered in the contents of this Mortgage or any other Loan Document or in the execution or acknowledgment of any of such documents which relates to the validity of such document or does not adversely affect the intended obligations of Mortgagor; (b) execute, acknowledge, deliver and record and/or file such further instruments (including without limitation further deeds of trust, security agreements, financing statements, continuation statements and assignments of rents or leases) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Mortgage and such other instruments and to subject to the liens and security interest hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby including specifically, but without limitation, any renewals, additions, substitutions, replacements or appurtenances to said property; and (c) execute, acknowledge, deliver, procure, and file and/or record any document or instrument (including specifically any financing statement) deemed advisable by the Mortgagee to protect the liens granted hereunder against the rights or interest of third persons; and Mortgagor will pay all costs connected with any of the foregoing.

19. Interpretation. Whenever used in this instrument, unless the context otherwise clearly requires, the term "Mortgagor" shall include the legal representatives, permitted successors and assigns, of Mortgagor, and all persons claiming by, through or under Mortgagor; the term "Mortgagee" shall include the legal representatives, successors and assigns of Mortgagee; the term "person" shall include any individual, partnership, corporation, trustee, or unincorporated association; the term "Premises" and/or "Mortgaged Property" shall include the real estate described herein, together with all buildings, structures, and improvements thereon, and all fixtures, machinery, apparatus, equipment, and articles of personal property referred to herein, and any and all other right, property or interests at any time subject to the lien of this Mortgage; the singular shall include the plural, and the plural, the singular; the gender used shall include the other genders; and paragraph headings hereunder shall not limit or alter the meaning of the paragraphs themselves.

20. Successors and Assigns. The terms and conditions of this Mortgage shall inure to, and be binding upon, the successors and assigns of Mortgagor and Mortgagee.

21. Foreclosure Proceeds. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses, including, without limitation, attorneys' fees, incident to the foreclosure proceedings and the enforcement of Mortgagee's rights and remedies under the Loan Documents; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note; third, all principal and management fees remaining unpaid under the Note; and fourth, any surplus, as may be required by law.

22. Notices. All notices required under the terms of this Mortgage are sufficient on the day of their personal delivery by messenger or overnight express, if addressed or delivered to Mortgagee or Mortgagor at their following respective addresses, or such other address as is specified in writing by any part to the others, provided that no change of address by Mortgagor shall be effective unless Mortgagor first delivers notice of such change of address to Mortgagee by messenger or overnight express, retaining a copy of the receipt for such delivery in its files. In any event, Mortgagor shall exercise reasonable diligence to ensure that Mortgagee is at all times advised of the correct address of each, and any changes thereto, stipulated as the following as of the date of this Mortgage:

(a) To Mortgagee:

Alehsan Foundation, Inc.
c/o John F. Pollick
McGuireWoods LLP
77 West Wacker Drive, Suite 4100
Chicago, Illinois 60601

(b) To Mortgagor:

Avicenna Academy, Inc.
9803 Colorado Street

Merrillville, Indiana 46410

23. Governing Law. This Mortgage shall be construed, governed and enforced in accordance with the laws of the State of Indiana. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

24. No Merger. So long as any of the Secured Obligations remains unpaid or unperformed, unless Mortgagee shall otherwise consent in writing, neither the fee title to the Premises, the leasehold estate created upon the Premises pursuant to the provisions of the Sublease nor any intervening estate in the Premises shall merge with one another but shall always be kept separate and distinct, notwithstanding the union of such estates or any other estates in Mortgagor, Landlord, or in any other person by purchase, operation of law or otherwise. Mortgagee reserves the right, at any time, to release portions of the Premises and the Mortgaged Property, including but not limited to, the leasehold estate created by the Sublease, with or without consideration, at Mortgagee's election, without waiving or affecting any of its rights hereunder or under the Note or any other Loan Document, and any such release shall not affect Mortgagee's rights in connection with the portion of the Premises or Mortgaged Property not so released.

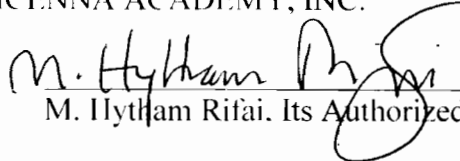
25. Spread of Mortgage. In the event the Mortgagor, so long as any of the Secured Obligations remains unpaid or unperformed, shall become the owner and holder of either fee title to the Premises or the interest of the Landlord under the Sublease or any other interest in the Premises, then the lien of this Mortgage shall be spread to cover such title and/or interest, and there shall be no merger of such title with any such interest, nor a merger of such title or other interest with Mortgagor's interest as Sublessee under the Sublease. Mortgagor agrees, at its sole cost and expense, including without limitation, Mortgagee's reasonable attorney fees, to execute any and all documents or instruments necessary to subject such title and/or interest or interests to the lien created by this Mortgage, and to provide a title insurance policy which shall insure that this Mortgage is a first lien on Mortgagor's fee title and/or other interest or interests in the Premises.

26. Authority. The undersigned person executing this Mortgage on behalf of Mortgagor represents and certifies that he is a duly authorized agent of Mortgagor and has been fully empowered to execute and deliver this Mortgage; that Mortgagor has full capacity to warrant and mortgage the Premises and Mortgaged Property described herein; and that all necessary action for the making of such Mortgage has been duly taken and done.

IN WITNESS WHEREOF, Mortgagor has given this Mortgage as of the 15th day of January, 2011.

MORTGAGOR:

AVICENNA ACADEMY, INC.

By: 
: M. Hytham Rifai, Its Authorized Agent

ACKNOWLEDGEMENT

STATE OF INDIANA)
) ss.
COUNTY OF LAKE)

On this 15th day of Jan. 2011, before me, a Notary Public in and for the aforesaid State of Indiana personally appeared M. Hytham Rifai, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Authorized Agent of AVICENNA ACADEMY, INC. an Indiana nonprofit corporation, to be the free and voluntary act and deed of AVICENNA ACADEMY, INC. for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Patricia Stolarz
Signature of the Notary

Print Name: Patricia Stolarz

My Commission Expires: Aug. 31, 2014

My County of Residence is: Lake

[Notary Seal]

Patricia Stolarz
NOTARY PUBLIC - OFFICIAL SEAL
State of Indiana - Lake County
My Commission Expires Aug. 31, 2014

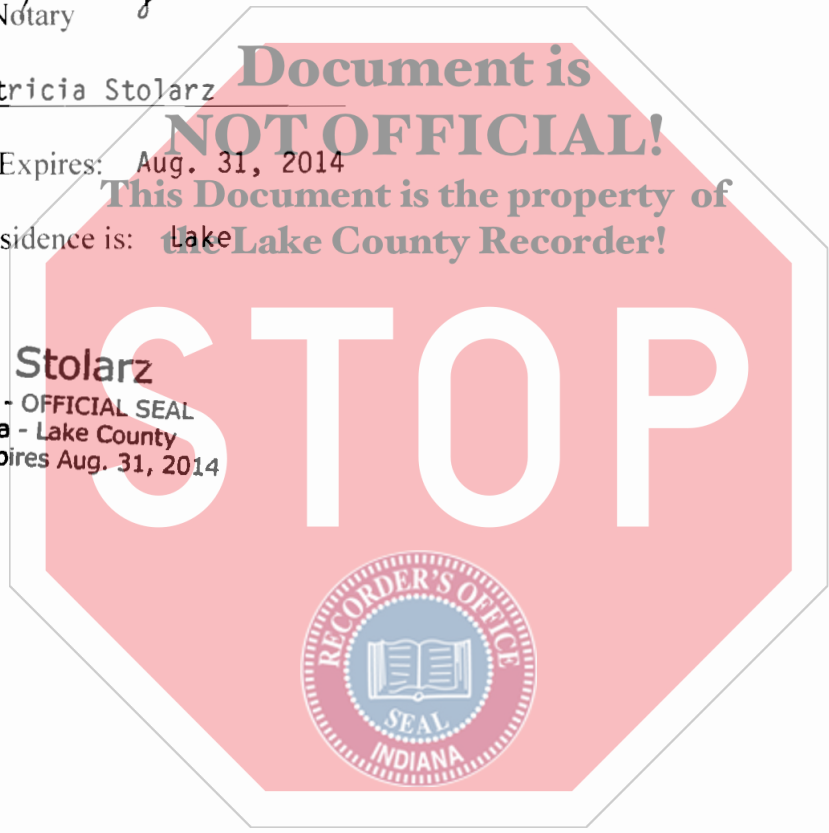


EXHIBIT A

Description of Real Estate

Part of the North 327.50 feet of the South 1975.00 feet of the West half of the Southwest quarter of Section 36, Township 35 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, more particularly described as follows: Commencing at the Southwest corner of said Section 36; thence North 00 degrees 13 minutes 10 seconds West a distance of 1,647.55 feet to the South line of the said North 327.50 feet; thence South 89 degrees 46 minutes 56 seconds parallel with the South line of said Section 36, a distance of 572.45 feet to the point of beginning; thence North 00 degrees 10 minutes 08 seconds West a distance of 12.82 feet; thence North 47 degrees 35 minutes 03 seconds East, 18.98 feet; thence North 00 degrees 10 minutes 08 seconds West a distance of 68.60 feet; thence North 89 degrees 49 minutes 52 seconds East a distance of 227.20 feet; thence South 00 degrees 10 minutes 08 seconds East a distance of 95.80 feet to a point on the South line of the said North 327.50 feet; thence North 89 degrees 46 minutes 56 seconds West parallel with the South line of said Section 36, a distance of 241.26 feet to the point of beginning, containing 21.864 square feet, 0.502 acres more or less.

Parcel No.: 45-12-36-301-010.000-030 (includes this and other property)

Property Address: 9803 Colorado Street, Crown Point, Indiana



INDIANA REDACTING STATEMENT

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.


M. Hytham Rifai

This instrument was prepared by,
and after recording return to:

John F. Pollick
McGuireWoods LLP
77 W. Wacker Drive
Suite 4100
Chicago, Illinois 60601

