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MIDLAND COUNTY CLERK
RECORDS

This instrument was prepared in consultation with counsel in the state in which the Mortgage Estate is located by the attorney named below, and after recording please return to:-

Athy O'Keeffe, Esq.
Cahill Gordon & Reindel LLP
80 Pine Street
New York, NY 10005
Telephone: (212) 701-3000

Memorandum of Intercreditor Agreement
(this "Agreement") dated as of December 12, 2011

between:

U.S. BANK NATIONAL ASSOCIATION,
as Notes Collateral Agent

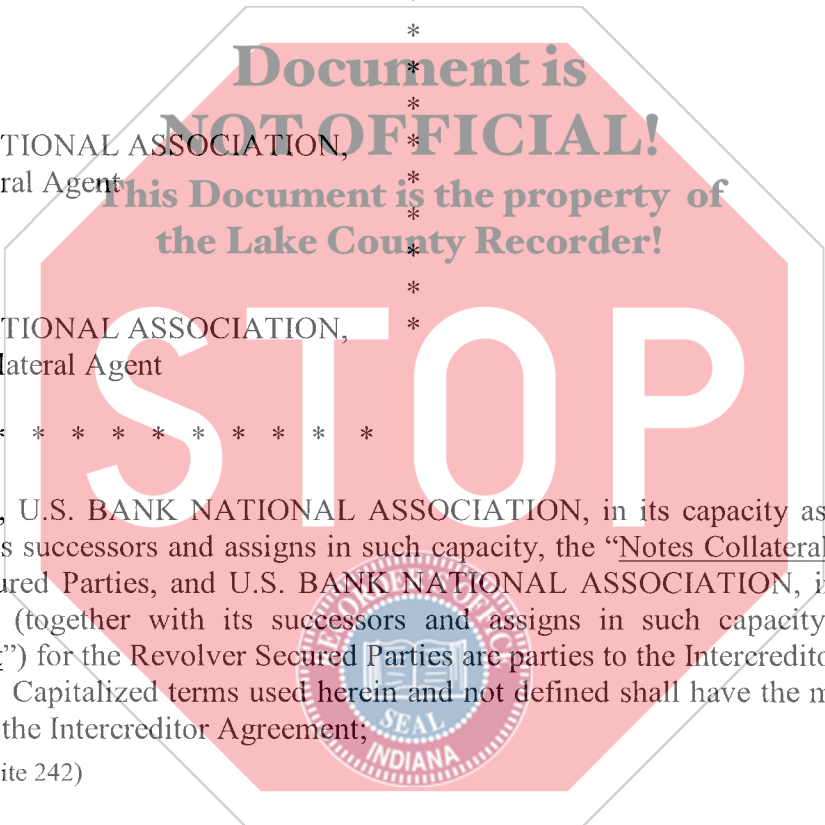
and

U.S. BANK NATIONAL ASSOCIATION,
as Revolver Collateral Agent

* * * * *

Whereas, U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent (together with its successors and assigns in such capacity, the "Notes Collateral Agent") for the Noteholder Secured Parties, and U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent (together with its successors and assigns in such capacity, the "Revolver Collateral Agent") for the Revolver Secured Parties are parties to the Intercreditor Agreement (as defined below). Capitalized terms used herein and not defined shall have the meaning assigned to such terms in the Intercreditor Agreement;

IN, Lake County (Site 242)



AMOUNT \$ 21⁰⁰
CASH _____ CHARGE _____
CHECK # 3567932
OVERAGE _____
COPY _____
NON-COM _____
CLERK 123

Ref 2

Σ

Whereas, the Notes Collateral Agent, as collateral agent for the Noteholder Secured Parties is the mortgagee under that certain LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of June 23, 2009, recorded on September 1, 2009, in the mortgage records of Lake County, Indiana (the "County"), as Document No. 2009-060044 (as amended and as further amended, amended and restated, supplemented or otherwise modified from time to time the "Notes Mortgage"), securing the Obligations (as defined in the Notes Mortgage) (the "Notes Obligations") encumbering the Mortgage Estate (as defined in the Notes Mortgage) (the "Notes Mortgage Estate"); and

Whereas, the Revolver Collateral Agent, as collateral agent for the Revolver Secured Parties is the mortgagee under that certain LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of August 29, 2011, recorded on September 16, 2011, in the mortgage records of the County as Document No. 2011-051074 (as amended and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Revolver Mortgage"), securing the Obligations (as defined in the Revolver Mortgage) (the "Revolver Obligations") encumbering the Mortgage Estate (as defined in the Revolver Mortgage) (the "Revolver Mortgage Estate").

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and for the purpose of giving constructive notice that the lien of the Notes Mortgage securing the Notes Obligations and the lien of the Revolver Mortgage securing the Revolver Obligations shall be of equal priority, the Notes Collateral Agent and the Revolver Collateral Agent do hereby enter into this Agreement and state as follows:

- NOT OFFICIAL!**
This Document is the property of
the Lake County Recorder!
1. Intercreditor Agreement. The Notes Collateral Agent, Revolver Collateral Agent, Citibank, N.A. as administrative agent and collateral agent under the Revolving Credit Agreement (as defined in the Intercreditor Agreement) and U.S. Bank National Association, as trustee and collateral agent under the Indenture (as defined in the Intercreditor Agreement) have entered into that certain Intercreditor Agreement dated as of June 23, 2009, as amended and restated as of the August 29, 2011, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"). The terms and conditions of the Intercreditor Agreement are incorporated herein as though set forth in full.
 2. Equal Priority Liens. The Notes Collateral Agent and Revolver Collateral Agent hereby agree that the liens of the Notes Mortgage and Revolver Mortgage shall be of equal priority, in accordance with and subject to the terms and provisions of the Intercreditor Agreement.
 3. Purpose and Intention. This Agreement is executed for the purpose of recordation in the appropriate real property records of the County in order to give notice of the terms, provisions and conditions of the Intercreditor Agreement and is not intended, and shall not be construed, to define, limit or modify the Intercreditor Agreement. The rights of the Revolver Collateral Agent, Revolver Secured Parties, Notes Collateral Agent and the Noteholder Secured Parties set out herein are intended to be the same as those provided in the Intercreditor Agreement (including, but not limited to, those rights relating to the payment of the Notes Obligations and the Revolver

Obligations) and are further intended to be governed in all respects by the Intercreditor Agreement and all of the provisions thereof.

This instrument may be signed in counterparts which, taken together, shall constitute a single agreement.

[Signature pages follow]



IN TESTIMONY WHEREOF, the undersigned parties have executed this Agreement as of the date first above written.

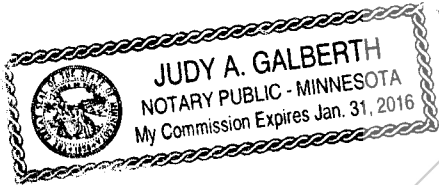
U.S. BANK NATIONAL ASSOCIATION,
in its capacity as Revolver Collateral Agent

By: Donald T. Hurrelbrink
Name: Donald T. Hurrelbrink
Title: Vice President

STATE OF MINNESOTA)
 : ss.:
COUNTY OF RAMSEY)

Before me, a Notary Public in and for said County and State, personally appeared, Donald T. Hurrelbrink, the Vice President of U.S. BANK NATIONAL ASSOCIATION, a national banking association, who acknowledged the execution of the foregoing instrument on behalf of such company.

Witness my hand and Notarial Seal this 12th day of December, 2011.



Judy A. Galberth
Notary Public
Printed Name: Judy A. Galberth
My Commission Expires: Jan. 31, 2016
Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

I am a resident of Dakota County, Minnesota

This instrument was prepared by Athy A. Mobilia, Cahill Gordon & Reindel LLP, 80 Pine Street, New York, New York 10005.

Send document after recording to:

RECORD & RETURN TO
CT LIEN SOLUTIONS 21121
P.O. BOX 29071
Glendale, CA 91209-9071
31066881-IN-Lake

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. Athy A. Mobilia.

Site No. 242
Lake County, Indiana
Memo of Intercreditor

U.S. BANK NATIONAL ASSOCIATION,
in its capacity as Notes Collateral Agent

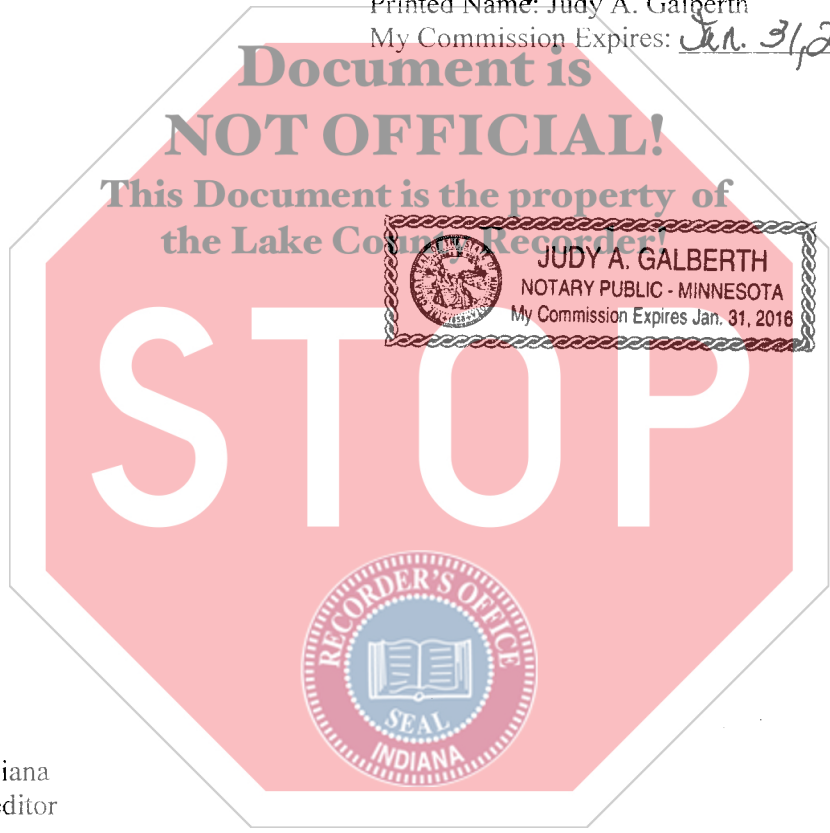
By: *Donald T. Hurrelbrink*
Name: Donald T. Hurrelbrink
Title: Vice President

STATE OF MINNESOTA)
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Printed Name: Judy A. Galberth
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