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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 031048

2013 MAY -2 AM 8:56

MICHAEL B. BROWN  
RECORDER



Prepared by:  
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Record and Return to:  
Land Services USA, Inc.  
10 N. Church Street, Suite 307  
West Chester, PA 19380

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CTIC # ANSLEY ACCOMM MDS LEASEHOLD MORTGAGE

This Leasehold Mortgage, Security Agreement and Financing Statement (the "Mortgage") is dated as of April 15, 2013, and granted by AMC Hobart, Inc., an Indiana corporation having its principal place of business at 27680 Franklin Road, Southfield, MI 48034 (the "Mortgagor") to RBS Citizens, N.A. ("RBS Citizens"), as administrative agent (in such capacity, the "Administrative Agent") for the Lenders and the Swingline Lender as defined in the Credit Agreement (defined below), having its principal place of business at 28 State Street, Boston, Massachusetts 02109. All capitalized terms used in this Mortgage shall, unless otherwise defined herein, have the same meanings given to such terms in the Credit Agreement (defined below), provided, however, that the term "Lenders" used below shall refer to the Lenders (as defined in the Credit Agreement) and the Swingline Lender (as defined in the Credit Agreement).

AMOUNT \$ 56.<sup>00</sup>  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK# 6878  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-CONF \_\_\_\_\_  
DEPUTY PP

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1. Grant of Mortgage. For consideration paid, Mortgagor hereby assigns and grants to the Administrative Agent and the Lenders with MORTGAGE COVENANTS, to secure (i) the payment, performance and observance of all terms, conditions, covenants, and agreements on the part of Mortgagor and each of Flyer Enterprises, Inc., Anker, Inc., TMA Enterprises of Novi, Inc., AMC Grand Blanc, Inc., AMC Petoskey, Inc., AMC Troy, Inc., AMC Flint, Inc., AMC Port Huron, Inc., AMC Chesterfield, Inc., AMC Marquette, Inc., MCA Enterprises Brandon, Inc., AMC North Port, Inc., AMC Riverview, Inc., Berkley Burgers, Inc., Troy Burgers, Inc., Ann Arbor Burgers, Inc., AMC Traverse City, Inc., Brighton Burgers, Inc., Cascade Burgers Real Estate, Inc., Cascade Burgers, Inc., Ansley Group, L.L.C., East Lansing Burgers, Inc., Bearcat Enterprises, Inc., TMA Enterprises of Ferndale, LLC, AMC Warren, LLC, Buckeye Group, LLC, Buckeye Group II, LLC, AMC Lakeland, Inc., AMC Sarasota, Inc., AMC Ft. Myers, Inc., Shelby Township Burgers, Inc., AMC Detroit, Inc., AMC Largo, Inc., Bloomfield Burgers, Inc., Holland Burgers, Inc., Grandville Burgers, Inc., AMC Crown Point, Inc., AMC Valparaiso, Inc., AMC Homewood, Inc., AMC Calumet City, Inc., AMC Lincoln Park, Inc., AMC Schererville, Inc., AMC Lansing, Inc., Chesterfield Township Burgers, Inc., Detroit Burgers, Inc., Grand Rapids Burgers, Inc., AMC Sault Ste. Marie, Inc., AMC Lapeer, Inc., Indy/Michigan Road Inc., Avon Burgers, Inc., Westfield Burgers, Inc., AMC Ybor, Inc., AMC Hammond Inc., AMC Chicago, Inc. and Avon Burgers Real Estate, Inc. (together the "Borrowers", and each separately a "Borrower"), and each of them, to be paid, performed or observed pursuant to that certain Credit Agreement by and among the Borrowers, the Administrative Agent and the Lenders of even date herewith, as the same may be amended, renewed, restated, extended, replaced, supplemented, or modified from time to time (the "Credit Agreement"), (ii) the payment, performance and observance of all terms, conditions, covenants, and agreements on the part of the Borrowers, and each of them, to be paid, performed or observed pursuant to two (2) term notes each dated as of April 15, 2013, made by the Borrowers in favor of RBS Citizens and Wells Fargo Bank, N.A. in the original principal amounts of \$31,396,825.00 and \$14,603,175.00, respectively, and any extensions, renewals, amendments, modifications, replacements, or restatements thereof, and substitutions therefor (collectively the "Term Notes"), (iii) the payment, performance and observance of all terms, conditions, covenants, and agreements on the part of the Borrowers, and each of them, to be paid, performed or observed pursuant to two (2) promissory notes each dated as of April 15, 2013, made by the Borrowers in favor of RBS Citizens and Wells Fargo Bank, N.A. in the original principal amounts of \$10,238,095.00 and \$4,761,905.00, respectively, and any extensions, renewals, amendments, modifications, replacements, or restatements thereof, and substitutions therefor (collectively, the "Development Line of Credit Notes"), (iv) the payment, performance and observance of all terms, conditions, covenants, and agreements on the part of the Borrowers, and each of them, to be paid, performed or observed pursuant to two (2) promissory notes each dated as of April 15, 2013, made by the Borrowers in favor of RBS Citizens and Wells Fargo Bank, N.A. in the original principal amounts of \$1,365,079.00 and \$634,921.00, respectively, and any extensions, renewals, amendments,

modifications, replacements, or restatements thereof, and substitutions therefor (collectively, the "Revolving Line of Credit Notes"), (v) the payment, performance and observance of all terms, conditions, covenants, and agreements on the part of the Borrowers, and each of them, to be paid, performed or observed pursuant to the \$1,000,000.00 Swingline Loan note (as such term is defined in the Credit Agreement) and any extensions, renewals, amendments, modifications, replacements, or restatements thereof, and substitutions therefor (the "Swingline Note", and together with the Term Notes, the Development Line of Credit Notes, and the Revolving Line of Credit Notes, hereinafter collectively the "Notes"), (vi) the payment with interest thereon at the rate provided herein of any sums hereafter advanced by the Administrative Agent or the Lenders which lawfully accrue to the mortgage debt, as provided herein, (vii) the performance and observance of all the terms, conditions, covenants and agreements herein contained, (viii) the performance and observance of all terms, conditions, covenants and agreements contained in the Indemnity Agreement Regarding Hazardous Materials (the "Indemnity Agreement") dated as of April 15, 2013, executed by each of the Borrowers and Diversified Restaurant Holdings, Inc., Bagger Dave's Franchise Corporation, AMC Group, Inc., AMC Wings, Inc., AMC Burgers, Inc., and T. Michael Ansley, individually (together, the "Guarantors" and each a "Guarantor") in favor of the Administrative Agent and the Lenders, and any extensions, renewals, amendments, modifications, replacements, or restatements thereof, and substitutions therefor, and (ix) the payment, performance and observance of all other liabilities and obligations of the Borrowers and each of them to any of the Administrative Agent and the Lenders of every kind and description, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising and relating to the Loans and the Credit Agreement, including without limitation, all obligations and liabilities of the Borrowers and any of them to the Administrative Agent and the Lenders under any swap/hedging transaction or other interest rate protection transaction (including without limitation all obligations, debts, liabilities, covenants and duties of any Loan Party arising under or in connection with any Hedging Contracts or Secured Hedge Agreements entered into with a Lender or any Affiliate of a Lender, including both regularly occurring payments and those due upon termination) (all hereinafter called the "Obligations"), all of the right, title and interest of the Mortgagor (the "Leasehold Interest") in and to the Lease dated August 21, 2006 between WEA Southlake LLC, as the landlord and Buffaloville Properties, LLC, as the tenant, as the same has been subsequently assigned to and assumed by Mortgagor, as the tenant, and any extensions, renewals and modifications of such lease and substitutions therefor (the "Lease"). The Lease demises the land as more particularly described in Exhibit A attached hereto and made a part hereof, now known and numbered as 2515 Southlake Mall Drive, Merrillville, IL, together with all buildings thereon (the "Leased Premises"). The Credit Agreement contains a line of credit facility which permits the Borrowers to borrow certain principal amounts after the date hereof. This Mortgage secures all advances under the Credit Agreement, including, without limitation, (i) those under the Development Line of Credit Loan contained therein, (ii)

those under the Revolving Line of Credit Loan contained therein, which advances may be prepaid and reborrowed, and (iii) those under the Swingline Loan contained therein, which advances may be prepaid and reborrowed.

2. Grant of Security Interest. Mortgagor hereby grants to the Administrative Agent and the Lenders a security interest in all fixtures and improvements owned by Mortgagor and located on, related to, or used in connection with the Leased Premises construction, renovation or operation of the Leased Premises, and all contracts, licenses, permits, approvals, agreements and warranties, whether now owned or hereafter acquired, in any way related to the Leased Premises. This instrument shall also constitute a security agreement under Article 9 of the Uniform Commercial Code in effect in the State in which the Leased Premises are located, as amended from time to time (the "Uniform Commercial Code") and when filed with the public recording office for the county in which the Leased Premises are located shall be a financing statement under said Uniform Commercial Code. In addition to other rights of the Administrative Agent and the Lenders specified herein or afforded by law, the Administrative Agent and the Lenders shall have all of the rights and remedies of a secured party under the Uniform Commercial Code.

Mortgagor hereby irrevocably authorizes the Administrative Agent at any time and from time to time to file, wherever such filings are deemed by the Administrative Agent to be necessary and desirable, financing statements and amendments thereto pursuant to the Uniform Commercial Code in form satisfactory to the Administrative Agent. The Mortgagor also ratifies its authorization for the Administrative Agent to have filed any initial financing statements or amendments thereto if filed prior to the date hereof. The Mortgagor hereby agrees to pay the cost of all such filings.

3. Representations. Mortgagor warrants and represents that (i) this Mortgage has been duly authorized, executed and delivered by and on behalf of Mortgagor, (ii) Mortgagor is duly existing and in good standing with all power, authority and legal right to engage in the transactions contemplated by this Mortgage, (iii) the execution and delivery of this Mortgage and the other documents evidencing the Obligations and the carrying out of the transactions contemplated thereby will not conflict with or result in the breach of the terms of any agreement or, to the Mortgagor's knowledge, law or order of any court or governmental body applicable to or binding upon the Mortgagor, (iv) to the knowledge of Mortgagor, there are no actions, suits or proceedings, including without limitation eminent domain proceedings, other than as disclosed in writing to the Administrative Agent, pending or, to the knowledge of the Mortgagor, threatened, before any court or other governmental body or agency which would adversely affect the Leased Premises or the Leasehold Interest or the Mortgagor or the Mortgagor's ability to perform its obligations under this Mortgage or under the other documents evidencing the Obligations to which it is a party, (v) except with respect to the storage, generation or disposal of such materials commonly and lawfully used, the Mortgagor has not generated, stored or disposed of any oil, hazardous waste

or hazardous material as defined in the Environmental Laws (as hereinafter defined) or any one of them, applicable state laws, or regulations adopted pursuant to either of the foregoing, and the Mortgagor has no knowledge of the generation, storage or disposal of any such materials on the Leased Premises by anyone else and no such materials are presently located on the Leased Premises (vi) to the Mortgagor's knowledge, the Leased Premises are in compliance with applicable zoning, building, environmental and all other laws, ordinances and regulations relating to the use and occupancy thereof and the Mortgagor has no knowledge of any claim of violation of any such legal requirements, (vii) to the Mortgagor's knowledge and other than as disclosed to the Administrative Agent in writing on or before the date hereof, all necessary licenses and permits for the use and occupancy of the Leased Premises have been issued and are in full force and effect, (viii) to the Mortgagor's knowledge the improvements on the Leased Premises and the personal property constituting a part thereof or located thereon are in good working order and are free from structural defects, and (ix) the Mortgagor has no knowledge of any claim challenging Mortgagor's title to the Leased Premises and Leasehold Interest.

Additionally, Mortgagor represents and warrants that (i) the copy of the Lease delivered by Mortgagor to the Administrative Agent is accurate and complete, and there are no other oral or written agreements, understandings or the like between Mortgagor and the above-referenced landlord of the Leased Premises (the "Landlord") relating to the Leased Premises, or the Lease transaction, (ii) the Lease has not been modified, altered, or amended in any respect since said copy of the Lease was provided to Administrative Agent, (iii) the Lease is in full force and effect and is valid, binding and enforceable against both the Landlord and Mortgagor, (iv) to Mortgagor's knowledge, neither the Landlord nor Mortgagor is in default under the Lease, and no state of facts exists which with notice, the passage of time or both, could ripen into a default, (v) the Landlord has consented to this Mortgage and the execution and delivery of the Mortgage and related documents and the consummation of the transactions contemplated hereby will not result in any breach of, or constitute a default under, the Lease, (vi) all actions which must be taken for the Administrative Agent and the Lenders to have the rights of a leasehold mortgagee with respect to the Lease have been taken, and (vii) Mortgagor has not granted any other leasehold mortgage or made any other assignment, pledge or hypothecation of its interest under the Lease in whole or part.

4. Taxes and Assessments. Mortgagor shall pay when due all taxes, charges and assessments to whomsoever laid or assessed, whether on the Leased Premises or any part thereof or interest therein or on the Obligations or any of them. In the event of the occurrence of an Event of Default hereunder which shall have continued uncured beyond any applicable grace or cure period, Mortgagor shall pay to the Administrative Agent upon request, in addition to other payments required with respect to the Obligations, a monthly apportionment of the sum estimated by the Administrative Agent to be sufficient to pay in full all taxes, charges and assessments upon the Leased

Premises as they become due and, on demand, any balance necessary to pay, when due, all such taxes, charges, and assessments. After the occurrence of any Event of Default, the Mortgagor shall promptly upon receipt furnish to the Administrative Agent all original bills relating to any such taxes, charges or assessments. If at any time the Administrative Agent does not require the escrow of payments for taxes, the Mortgagor shall furnish to the Administrative Agent receipted real estate tax bills for the Leased Premises not later than ten (10) days after the date due.

5. Insurance. Mortgagor agrees, at Mortgagor's sole cost and expense, (i) to keep the Leased Premises and all improvements, equipment and fixtures now or hereafter situated on or constituting part of the Leased Premises, insured in sums and with companies reasonably satisfactory to the Administrative Agent and for its benefit and for the benefit of the Lenders, but in any event in an amount at least equal to the full replacement cost from time to time of such buildings, equipment and fixtures, on an "all risk" basis, including without limitation, builder's risk during any period or periods of time that construction or remodeling is being performed on the Leased Premises, flood, earthquake, business interruption and rent loss, loss, or damage arising from incidents relating to the mechanical, heating, or cooling systems installed in the building and other improvements, and such other hazards, casualties, and contingencies as the Administrative Agent may from time to time reasonably direct, and (ii) to maintain comprehensive general liability insurance covering the Leased Premises and protecting the Administrative Agent and the Lenders, in such amounts as the Administrative Agent reasonably requires; and to provide copies of such insurance policies or certificates thereof to the Administrative Agent, the same to be first payable in case of loss to the Administrative Agent and the Lenders with a standard non-contributing mortgagee clause and naming the Administrative Agent and the Lenders as an additional insured with respect to liability insurance, hereby granting to the Administrative Agent in the event of foreclosure full authority as attorney irrevocable of Mortgagor to cancel such insurance and retain the return premiums thereof or to transfer such insurance to any person or persons claiming title to the Leased Premises or any part thereof by virtue of foreclosure proceedings. The insurance policies procured pursuant to this paragraph shall have provisions reasonably satisfactory to the Administrative Agent concerning loss deductibles and shall require the insurers to provide at least 30 days written notice to the Administrative Agent prior to cancellation or modification of the policies.

Mortgagor shall also furnish to the Administrative Agent evidence satisfactory to the Administrative Agent of all insurance required to be maintained by the Mortgagor under the Lease and under any and all other agreements with respect to the Leased Premises to which Mortgagor is a party, all of which, if requested by the Administrative Agent, shall name the Administrative Agent and the Lenders as an additional insured, loss payee, mortgagee, and Lender's loss payable, as applicable.

In the event of the occurrence of an Event of Default which shall have continued

beyond any applicable grace or cure period, Mortgagor shall pay to the Administrative Agent upon request, in addition to other payments required with respect to the Obligations, a monthly apportionment of the sum estimated by the Administrative Agent to be sufficient to pay in full all insurance premiums on the above referenced policies as they become due and, on demand, any balance necessary to pay, when due, all such premiums. After the occurrence of any Event of Default, Mortgagor shall promptly upon receipt furnish to the Administrative Agent all original bills relating to any such premiums. If at any time the Administrative Agent does not require the escrow of payments for insurance premiums, the Mortgagor shall furnish to the Administrative Agent receipted insurance bills for the Leased Premises and all improvements, equipment and fixtures now or hereafter situated in or on or constituting part of the Leased Premises, not later than ten (10) days after the date due.

6. Maintenance and Alterations. Subject to reasonable wear and tear, Mortgagor shall keep the Leased Premises in good repair, order and condition in all respects, damage by fire or other casualty expressly not excepted. Mortgagor shall not take any action, or permit any condition or activity, which could diminish the value of the Leased Premises or the Leasehold Interest or invalidate any insurance required to be provided under this Mortgage. Mortgagor shall not commit, permit or suffer any waste, impairment or deterioration of the Leased Premises or the Leasehold Interest or any part thereof, nor build on or make alterations to the Leased Premises so as to adversely affect the principal use to which the Leased Premises are now put, remove or alter any of the improvements, equipment, or fixtures constituting part of or located in or on the Leased Premises without the prior written consent of the Administrative Agent in each instance except in the ordinary course of business or unless replaced by improvements, equipment, appliances, furnishings, or fixtures of equal or greater value (except to the extent permitted in the Credit Agreement).

7. Access to the Leased Premises. Mortgagor shall permit the Administrative Agent and each of the Lenders, their agents and employees reasonable opportunity to enter upon the Leased Premises from time to time, upon reasonable prior notice to Mortgagor by the Administrative Agent which shall consist of at least 24 hours prior notice (except in the event of the occurrence of an Event of Default or in the case of any emergency), for the purposes of inspecting the condition of the Leased Premises and determining Mortgagor's compliance with the covenants, warranties, and representations contained in this Mortgage, provided that the Administrative Agent and such Lenders shall not unreasonably interfere with the Mortgagor's or any tenant's operations at the Leased Premises.

8. Use and Compliance with Law. Mortgagor shall not use the Leased Premises or permit the Leased Premises to be used in violation in any material respect of any applicable law, by-law, ordinance, rule, regulation, license, permit, approval, or agreement binding upon or applicable to Mortgagor or the Leased Premises, including without limitation zoning and building laws, ordinances, by-laws and regulations, or

for any unlawful or improper purpose; and Mortgagor shall indemnify and hold the Administrative Agent and the Lenders harmless from and against all loss, liability, damage, and expense, including reasonable attorneys' fees, arising out of any claim or assertion that the Leased Premises do not comply with one or more applicable laws, by-laws, ordinances, rules or regulations.

9. Leases, Subleases, Etc. Mortgagor shall not enter into any lease, sublease or tenancy agreement with respect to the Leased Premises or any part thereof without the prior written consent of the Administrative Agent first having been obtained in each instance, which consent may be withheld at the sole discretion of the Administrative Agent. Mortgagor shall not cancel or change any material terms, conditions or covenants of any leases, subleases or tenancy agreements of or with respect to the Leased Premises or any part thereof, or assign any of such leases, subleases or tenancy agreements or any rents, income or profits from the Leased Premises or any part thereof to any person other than the Administrative Agent and the Lenders, without the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld, conditioned or delayed, nor breach any of the obligations of the lessor, sublessor, landlord or sublandlord under any such leases, subleases or tenancy agreements nor do or permit to be done anything which would impair the security of such leases, subleases or tenancy agreements.

Further, Mortgagor shall furnish the Administrative Agent with executed copies of all leases, subleases and tenancy agreements of or with respect to the Leased Premises or any part thereof now or hereafter in effect, and all notices of default given by the Mortgagor to any lessee or occupant of the Leased Premises and all notices of default received by the Mortgagor from any lessee or occupant of the Leased Premises or any part thereof, and Mortgagor shall indemnify and save harmless the Administrative Agent and the Lenders, from and against all liability, loss, cost and damage, including reasonable attorneys' fees, which the Administrative Agent or the Lenders may incur under, on account of or pursuant to any of such leases, subleases or tenancy agreements, or in connection with any claims or demands whatsoever which may be asserted against the Administrative Agent and/or the Lenders by reason of any alleged obligation or undertaking on its part to be performed or discharged under or arising out of any of the terms, covenants or conditions contained in any such leases, subleases or tenancy agreements, and should the Administrative Agent or any of the Lenders incur any such liability, loss, cost or damage, Mortgagor shall reimburse the Administrative Agent and the Lenders therefor on demand.

10. Collateral Assignment of Leases and Rents. As additional security for the Obligations, Mortgagor hereby assigns to the Administrative Agent and the Lenders, all of the Mortgagor's rights under any and all present or future leases, subleases or other arrangements for the use and occupancy of all or any part of the Leased Premises (the "Leases"), including but not limited to the rights to the rents, income and profits of the Leased Premises or any part thereof and any other consideration or income from the



Leased Premises or any part thereof for the use and occupation of the same or otherwise (all of the foregoing being hereinafter referred to collectively as "Rents"), and Mortgagor hereby grants the Administrative Agent full power and authority, as attorney irrevocable of Mortgagor, to make, execute, acknowledge and deliver any such assignments, the same to be in form and substance satisfactory to the Administrative Agent, and not in limitation of the foregoing, such assignments shall provide that the Administrative Agent may assign such leases, subleases and the Rents to any subsequent holder of this Mortgage or to any person or persons claiming title to the Leasehold Interest or any part thereof by virtue of foreclosure proceedings, and shall further provide that after any Event of Default by Mortgagor hereunder or under the terms of such assignments, the Administrative Agent shall be entitled, whether or not the Administrative Agent takes possession of the Leased Premises or Leasehold Interest, to collect all of the Rents, including those past due, and enjoy all the benefits of and in such leases, subleases, and the Rents and to apply the same to the Obligations until there shall have been a foreclosure. Tenants under any subleases or assignments are hereby authorized and directed, following notice from the Administrative Agent, to pay all amounts due Mortgagor under such leases to the Administrative Agent, whereupon such tenants shall be relieved of any and all duty and obligation to Mortgagor with respect to the payments so made. After foreclosure, no assignee of any of such leases, subleases, or of any Rents shall be liable to account to Mortgagor or any person comprising Mortgagor, either for Rents thereafter accruing or otherwise.

11. Estoppel Certificates. Mortgagor shall furnish the Administrative Agent, upon demand made by the Administrative Agent at any time and from time to time, a written statement, in form satisfactory to the Administrative Agent, setting forth the amount of indebtedness Mortgagor acknowledges to be due with respect to the Obligations, and specifying any claims of off-set or defense Mortgagor then asserts against the Obligations, and addressing such other matters as the Administrative Agent requests. Except following the occurrence of an Event of Default or in connection with a sale of any Loan Document, the Administrative Agent shall make demand for such a written statement no more than twice in any given year.

12. Casualties and Takings. Mortgagor shall pay to the Administrative Agent any and all damages or compensation or both that become payable on account of the exercise of any power of eminent domain or condemnation with respect to the Leasehold Interest or any part thereof, or on account of any injury thereto by reason of anything done in pursuance of public or other authority, and any hazard insurance proceeds and any other awards that become payable with respect to the Leasehold Interest or any part thereof, or that become payable to Mortgagor with respect to the Leased Premises or any part of or interest in the same, and such damages, compensation, and such awards and proceeds shall, at the option of the Administrative Agent, be applied toward the Obligations in such order as the Administrative Agent may determine. No settlement or account of any loss, damage or taking shall be made without the prior written consent of the Administrative Agent, such consent not to be

unreasonably withheld, conditioned or delayed. If the Mortgagor is not proceeding promptly to settle such claims in a reasonably diligent manner satisfactory to the Administrative Agent or if an Event of Default shall have occurred and not have been cured, the Administrative Agent may settle any such claims and the Administrative Agent is hereby irrevocably appointed attorney-in-fact for the Mortgagor to settle such claims and to collect and endorse any checks issued in the name of the Mortgagor. Notwithstanding the foregoing, provided no Event of Default exists under this Mortgage and Mortgagor demonstrates to the Administrative Agent's reasonable satisfaction the availability of sufficient funds to restore the Leased Premises in compliance with all laws, regulations, permits, licenses and approvals applicable to the Leased Premises, and provided further that Mortgagor demonstrates to the Administrative Agent's reasonable satisfaction that it will require no more than 6 months to complete such restoration of the Leased Premises, the Administrative Agent shall, after Mortgagor has expended all of Mortgagor's funds required to restore the Leased Premises, disburse any insurance proceeds or eminent domain award periodically to Mortgagor in the manner that the Administrative Agent would advance proceeds of a construction loan for such restoration upon such terms and conditions as the Administrative Agent deems appropriate.

13. Other Security Interests. Except as permitted under the Credit Agreement, Mortgagor shall not permit or suffer, without the prior written consent of the Administrative Agent, (i) the creation or continued existence, whether by voluntary action or operation of law or otherwise, of any security interest in or other encumbrance on the Leasehold Interest, or (ii) a change, whether effected by voluntary action or by operation of law, in the legal or direct or indirect beneficial ownership of the Leasehold Interest or any portion hereof or any interest in the Mortgagor. The Administrative Agent and the Lenders may, without notice to Mortgagor, or any party liable for the payment or performance of the Obligations or any part thereof, deal with any successor or successors in interest to the mortgagor or mortgagors named herein with reference to this Mortgage and the Obligations in the same manner as with the mortgagor or mortgagors named herein or any party liable for the payment or performance of the Obligations or any part thereof without in any way vitiating or discharging their liability hereunder or upon the Obligations or any part thereof. No sale or transfer of the Leasehold Interest, no indulgence or forbearance on the part of the Administrative Agent or any of the Lenders, no extension, whether oral or in writing, of the time for the payment or performance of the Obligations or any of them, no partial release of any security and no covenant not to sue any party responsible for the payment or performance of the Obligations or any part thereof, given by the Administrative Agent or any of the Lenders, shall operate to release, discharge, modify, change or affect the liability hereunder of the mortgagor or mortgagors named herein or the liability of any party liable for the payment or performance of all or any of the Obligations, either in whole or part.

If at any time the Leasehold Interest or any portion thereof is subject to an

encumbrance or security interest other than this Mortgage, or any equipment used by the Mortgagor at or in connection with the operation of the Leased Premises is owned other than by the Mortgagor, the Mortgagor shall not modify, amend, or fail to comply with any term or condition of such encumbrance or security interest, or the obligations secured thereby, or any lease of such equipment, without the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld, conditioned or delayed. Notice is given hereby to any holder of a junior security interest in or other encumbrance on the Leasehold Interest that the terms of the Obligations may be amended. The holder of any such security interest or encumbrance, by accepting such security interest or encumbrance subject to this Mortgage, shall be deemed to have agreed to any amendment to the terms of the Obligations, including without limitation any change in the interest rate in any of the Loans.

Mortgagor warrants that, except for the security interest granted hereby (or otherwise permitted by the terms of the Credit Agreement), Mortgagor is, and as to any Personal Property acquired hereafter, will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claim thereon of any kind whatsoever. Further, Mortgagor shall notify the Administrative Agent of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein. Mortgagor warrants that no financing statement covering any Personal Property under which a security interest prior to that of the Administrative Agent and the Lenders is or may be claimed, is or will be on file in any public office.

14. Right to Cure and Expenses. The Administrative Agent and the Lenders shall have the right, and Mortgagor hereby authorizes the Administrative Agent and the Lenders to pay all taxes, assessments, water and other charges, with interest, costs and charges accrued thereon, which may at any time be a lien upon the Leasehold Interest or the Leased Premises or any part thereof; to pay, perform and observe any obligation, agreement, covenant or condition on the part of Mortgagor to be paid, performed or observed pursuant to the Lease; to pay the premiums for any insurance required hereunder; to incur and pay expenses, including reasonable attorneys' fees, in protecting its rights hereunder and the security hereby granted; to pay any balance due under any conditional agreement of sale or other lien on any articles or fixtures included as a part of the Leased Premises; and to make payments and incur expenses in curing defaults hereunder and under the Lease; and Mortgagor shall pay to the Administrative Agent and the Lenders on demand an amount equal to all amounts so incurred or paid, together with interest thereon at the Default Rate for the Alternate Base Rate for Loans at Level I of the Applicable Margin from the date of payment by such paying party. The Administrative Agent and the Lender shall give written notice of such actions taken by any of them within a reasonable period of time after taking such action.

15. Application of Deposits By the Administrative Agent and the Lenders.

Any deposits or other sums at any time credited by or due from any of the Administrative Agent and the Lenders to the Mortgagor or any endorser or guarantor of the Obligations, and any securities or other property of the Mortgagor or any such endorser or guarantor at any time in the possession of any of the Administrative Agent and the Lenders, may at all times be held and treated as collateral for the payment and performance of the Obligations (direct or indirect, absolute or contingent, sole, joint or several, due or to become due, now existing or hereafter arising) of the Mortgagor to the Administrative Agent and the Lenders. Regardless of the adequacy of the collateral, the Administrative Agent and the Lenders may apply or set off such deposits or other sums against the Obligations, at any time following the occurrence of an Event of Default in the case of Mortgagor but only with respect to matured obligations in the case of endorsers or guarantors.

16. Separate Sales and Waiver of Marshaling. Mortgagor agrees that, in case the Administrative Agent in the exercise of the Power of Sale herein given elects to sell in parcels, such sales may be held from time to time and the Administrative Agent's right to sell under the Leasehold Interest shall not be exhausted until all of the Leasehold Interest shall have been sold; and that the Administrative Agent shall have the additional right and power to sell the whole of the Leasehold Interest notwithstanding that the proceeds of such sales exceed or may exceed the sum of money then secured hereby. In the event of any separate sale of Personal Property, Mortgagor shall be entitled to reasonable notice of the time and place of any public sale or of the time after which any private sale or other intended disposition thereof is to be made, and such requirement of reasonable notice shall be met if such notice is mailed postage prepaid, to the address of Mortgagor as set forth in the Credit Agreement at least ten (10) days before the time of such sale or other disposition. At any foreclosure sale, the Leasehold Interest and any combination of the Leasehold Interest or all of any other security for the Obligations or any part thereof may be offered for sale for one total price, and the proceeds of such sale may be accounted for in one account without distinction between the items of security and without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshaling of assets.

17. Foreclosure Costs/Proceeds. Mortgagor agrees that if foreclosure proceedings shall be begun, the Administrative Agent and the Lenders shall be entitled to collect all costs, charges and expenses, including reasonable attorneys' fees, incurred in connection therewith, and all such costs, charges and expenses shall be part of the amount required to be paid to the Administrative Agent and the Lenders to effectuate any redemption. If surplus proceeds are realized from a foreclosure sale, neither the Administrative Agent nor any of the Lenders shall be liable for any interest thereon pending distribution of such proceeds by the Administrative Agent, or the Lenders, as applicable.

18. Management Costs after Default. Mortgagor agrees that if the

Administrative Agent or any of the Lenders enter into possession of the Leased Premises because of Mortgagor's default hereunder, Mortgagor shall pay to the Administrative Agent on demand an amount equal to all costs and expenses, including reasonable attorneys' fees, incurred in the care and management of the Leased Premises and in defending any action brought by Mortgagor arising out of possession by the Administrative Agent or any of the Lenders, as applicable, together with interest at the Default Rate for the Alternate Base Rate for Loans at Level I of the Applicable Margin from the date of payment by the Administrative Agent or any of the Lenders, as applicable.

19. Remedies Cumulative. Mortgagor agrees that all remedies provided in this Mortgage or any other instrument evidencing, securing, guaranteeing or otherwise related to the Obligations or any of them, are distinct and cumulative to any other right or remedy under this Mortgage or any such other instrument or afforded by law, and may be exercised concurrently, independently or successively; that the rights and remedies of the Administrative Agent and the Lenders under this Mortgage may be exercised without regard to the adequacy of any other security for the Obligations or any part thereof, and without the Administrative Agent or any of the Lenders first having to realize on or attempt to realize on any such other security in any respect or to any extent.

20. Waiver. Mortgagor agrees that no consent or waiver by the Administrative Agent or any of the Lenders to or of any default by Mortgagor shall be effective unless expressed in a writing executed by the Administrative Agent, and no consent or waiver by the Administrative Agent or any of the Lenders to or of any default by Mortgagor shall be construed as a consent or waiver to or of any other provision of this Mortgage or any other term, condition, covenant, agreement or other provision of this Mortgage or any other instrument evidencing, securing, guaranteeing or otherwise related to the Obligations or any of them.

21. Severability. Mortgagor acknowledges and agrees that in case any one or more provisions of this Mortgage shall be found by a court or other tribunal of competent jurisdiction to be invalid or unenforceable for any reason or in any respect or circumstance, such invalidity or unenforceability shall not limit or impair the validity or enforcement of any other provision hereof or affect the validity or enforcement of the provisions of this Mortgage under any other circumstances.

22. Environmental Indemnification. Mortgagor shall indemnify and hold harmless the Administrative Agent and the Lenders for, from and against all claims, demands, actions, liabilities, costs, losses, damages and expenses, including without limitation costs of investigation and defense and attorneys' fees, suffered or incurred by the Administrative Agent or any of the Lenders or on account of any of the Environmental Laws.

23. Deposit Account. Mortgagor agrees to maintain the Mortgagor's operating account with respect to the Leased Premises with RBS Citizens.

24. Compliance with Environmental Laws. Mortgagor shall at all times comply with the requirements of the Environmental Laws. In the event that Mortgagor fails to comply with the requirements of any of the Environmental Laws, the Administrative Agent may, at its election, but without the obligation to do so, give such notices or cause such work to be performed at the Leased Premises, or take any and all other action as the Administrative Agent reasonably deems necessary, as shall cure such failure of compliance, and Mortgagor shall pay to the Administrative Agent on demand an amount equal to all amounts paid by the Administrative Agent in connection therewith, together with interest thereon at the Default Rate for the Alternate Base Rate for Loan Facilities at Level I of the Applicable Margin from the date of such payment by the Administrative Agent, and without limiting the generality of the foregoing or derogating from any of the Administrative Agent's rights pursuant thereto, the Administrative Agent, by the payment of any assessment, claim or charge, may, if it sees fit, be thereby subrogated to the rights of the United States, the State in which the Leased Premises are located or other authority to which such payment shall have been made. No such action by the Administrative Agent shall be deemed to relieve Mortgagor from any default hereunder or impair any right or remedy consequent thereon.

25. Environmental Site Assessment. At Mortgagor's expense, Mortgagor shall, promptly upon written request of the Administrative Agent made at any time that the Administrative Agent reasonably believes that a release of Hazardous Materials has occurred at the Leased Premises, or other violations of Environmental Laws have occurred on the Leased Premises, seek the permission of the lessor under the Lease to have an environmental site assessment made of the Leased Premises of a scope and by an environmental engineer satisfactory to the Administrative Agent, and shall promptly provide the Administrative Agent with a written report of any site assessment so made, prepared and signed by such engineer. Notwithstanding any such assessment, the shall have the right, if the Administrative Agent reasonably believes that a release of Hazardous Materials has occurred at the Leased Premises or other violations of Environmental Laws have occurred at the Leased Premises, and if the lessor under the Lease permits, to cause, on reasonable prior notice, one or more environmental site assessments to be made of the Leased Premises of such scope as such lessor allow the Administrative Agent deems appropriate, and in connection therewith the Administrative Agent and its agents and independent contractors shall have the right to enter upon the Leased Premises from time to time and to the extent such lessor permits to take such action as the Administrative Agent may deem necessary or appropriate. Mortgagor shall reimburse the Administrative Agent and the Lenders on demand for all costs incurred by the Administrative Agent and the Lenders in connection therewith.

26. Survival of Environmental Covenants. Mortgagor agrees that Mortgagor's obligations under Sections 24, 25 and 26 hereof shall survive the satisfaction of the indebtedness secured hereby and any discharge or foreclosure of this Mortgage or acceptance of a deed in lieu of the foreclosure hereof.

27. Jury Trial Waiver. MORTGAGOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OF ANY KIND WHATSOEVER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS MORTGAGE, THE OBLIGATIONS, ANY DOCUMENT RELATED HERETO OR THE RELATIONSHIPS ESTABLISHED HEREUNDER OR UNDER ANY SUCH DOCUMENT.

28. Consent to Jurisdiction. Mortgagor agrees that any suit for the enforcement of this Mortgage or any of the Obligations may be brought in the courts of the Commonwealth of Massachusetts or any Federal Court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Mortgagor by mail at the address specified herein. Mortgagor hereby waives any objections that it may now or hereafter have to the venue of any such suit or any such court or based on such suit having been brought in an inconvenient court.

29. Successors and Assigns. The word "Mortgagor" shall mean the mortgagor or mortgagors named herein, and also any subsequent owner or owners of the equity of redemption of the Leased Premises. All the within covenants and agreements of Mortgagor shall be binding upon the mortgagor or mortgagors named herein and their heirs, executors, administrators, successors and assigns. Whenever more than one person comprises Mortgagor, the obligations of Mortgagor under this Mortgage shall be joint and several. Administrative Agent has been appointed to act as Administrative Agent hereunder by the other Lenders. Administrative Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Leased Premises) in accordance with the terms of the Credit Agreement, any related agency agreement among Administrative Agent and the other Lenders (collectively, as amended, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Agency Documents") and this Mortgage. Mortgagor and all other Persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of the Administrative Agent, without inquiry into the existence of required consents or approvals of the Lenders therefor.

The Administrative agent shall at all times be the same Person that is Agent under the Agency Documents. Written notice of resignation by the Administrative Agent pursuant to the Agency Documents shall also constitute notice of resignation as Administrative Agent under this Mortgage. Removal of the Administrative Agent

pursuant to any provision of the Agency Documents shall also constitute removal as the Administrative Agent under this Mortgage. Appointment of a successor Administrative Agent pursuant to the Agency Documents shall also constitute appointment of a successor Administrative Agent under this Mortgage. Upon the acceptance of any appointment as Administrative Agent by a successor Administrative Agent under the Agency Documents, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent as the Administrative Agent under this Mortgage, and the retiring or removed Administrative Agent shall promptly (i) assign and transfer to such successor Administrative Agent all of its right, title and interest in and to this Mortgage and the Leased Premises, and (ii) execute and deliver to such successor Administrative Agent such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Administrative Agent of the liens and security interests created hereunder, whereupon such retiring or removed Administrative Agent shall be discharged from its duties and obligations under this Mortgage. After any retiring or removed Administrative Agent's resignation or removal hereunder as Administrative Agent, the provisions of this Mortgage and the Agency Documents shall inure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was the Administrative Agent hereunder.

30. Section Headings. Section headings in this Mortgage are included herein for convenience only and shall not constitute a part of this Mortgage for any other purpose.

31. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State in which the Leased Premises are located without reference to principles of conflicts of law.

32. Change in Law. If any law is hereafter passed by the State in which the Leased Premises are located deducting from the value of land for the purposes of taxation any mortgage thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of collection of any such taxes, so as, in the judgment of the Administrative Agent, to affect adversely and materially the Administrative Agent's and/or any Lender's rights to the Leased Premises as security for the payment and performance of the Obligations, notwithstanding compliance by Mortgagor with all other provisions hereof, then the whole of the indebtedness hereby secured shall, at the Administrative Agent's discretion, become due and payable thirty (30) days after written notice from the Administrative Agent to Mortgagor demanding payment in full of the Obligations; provided, however, that the Administrative Agent's decision to accelerate such indebtedness shall be ineffective if Mortgagor is permitted by law to pay the whole of such tax, and if Mortgagor, prior to the expiration of said thirty (30)-day period, does pay such tax and agrees, by written instrument in form and substance satisfactory to the



Administrative Agent, to pay any such tax thereafter levied with respect to the Leased Premises.

Further, in the event that, as a result of the enactment, expiration or repeal after the date of this Mortgage of any applicable law, the provisions of the Notes or any of the Loan Documents or this Mortgage are rendered unenforceable in accordance with their terms, or all or any part of the sums secured hereby are rendered uncollectible in accordance with the terms of the Notes and/or this Mortgage and/or the Loan Documents, or the value of the security for the Obligations afforded by this Mortgage is diminished materially in the judgment of the Administrative Agent, then the whole of the indebtedness hereby secured shall, at the Administrative Agent's discretion, become due and payable thirty (30) days after written notice from the Administrative Agent to Mortgagor demanding payment in full of the Obligations.

33. Events of Default. Each of the following events shall constitute an "Event of Default" under this Mortgage:

33.1 failure to pay principal, interest, or other amounts due under the Notes, which remains uncured beyond any applicable grace or cure period;

33.2 failure to perform or satisfy any condition, undertaking, agreement, or covenant set forth in Sections 5, 13, or 36 of this Mortgage;

33.3 failure for ten (10) days to perform or satisfy any other condition, undertaking, agreement, or covenant set forth herein, which failure remains uncured within thirty (30) days of written notice or, for such non-monetary defaults which cannot reasonably be cured within such thirty (30) day period, provided that the Mortgagor is diligently proceeding to cure, such longer time up to a maximum of sixty (60) days as is reasonably necessary to cure such non-monetary default;

33.4 failure to pay, perform or satisfy any condition, undertaking, agreement, or covenant set forth in any other mortgage, debt or obligation of the Mortgagor to Mortgagee, which remains uncured beyond any applicable grace or cure period;

33.5 any representation or warranty made in this Mortgage or in any writing furnished in connection with or pursuant to this Mortgage shall prove to be incorrect in any material respect as of the time made or furnished;

33.6 the occurrence of an Event of Default under the Credit Agreement;  
and

33.7 the occurrence of a default under the Lease, which default remains uncured within any applicable grace or cure period.

34. Remedies Upon an Event of Default. Upon the occurrence of any Event of Default hereunder, the Administrative Agent may without any further notice to Mortgagor:

(a) declare the entire mortgage debt immediately due and payable and, in the event Mortgagor shall fail forthwith to pay such amounts upon such demand, the Administrative Agent shall be entitled and empowered to institute such action or proceedings at law or in equity as may be advised by the Administrative Agent's counsel for the collection of the sums so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against Mortgagor and collect, out of the property of Mortgagor wherever situated, as well as out of the Leased Premises, in any manner provided by law, moneys adjudged or decreed to be payable; and

(b) either with or without entry or taking possession of the Leased Premises as provided in this Mortgage or otherwise, personally or by the Administrative Agent's agents or attorneys, and without prejudice to the right to bring an action for foreclosure of this Mortgage:

(i) sell the Leasehold Interest or any part thereof (in any such order as the Administrative Agent shall, in its sole and absolute discretion, elect) pursuant to any procedures provided by applicable law (and any amendments or substitute statutes in regard thereto), and all estate, right, title interest, claim and demand therein, and right of redemption thereof, at one or more sales as an entirety or in parcels or parts (in any such order as the Administrative Agent shall, in its sole and absolute discretion, elect) and at such time and place upon such terms and after such notice thereof as may be required or permitted by applicable law; or

(ii) take such steps to protect and enforce the Administrative Agent and the Lender's rights whether by action, suit or proceeding in equity or at law for the specific performance of any term, provision, covenant or condition in the Credit Agreement, the Notes or in this Mortgage, or in aid of the execution of any power granted in this Mortgage, or for any foreclosure under this Mortgage, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Administrative Agent may elect, in its sole and absolute discretion; and

(c) either with or without entering or taking possession of the Leased Premises as provided in this Mortgage, personally or by the Administrative Agent's agents or attorneys, institute proceedings for the complete or partial foreclosure of this Mortgage; and

(d) exercise any and all other rights and remedies contained herein or in any of the agreements, instruments and documents evidencing, securing, guaranteeing, or otherwise related to the Obligations or any of them or available at law or in equity.

Immediately upon the commencement of any action, suit or other legal proceedings by the Administrative Agent or the Lenders pursuant to any provision of this Mortgage, or of any other nature in aid of the enforcement of the Credit Agreement, the Notes or this Mortgage, Mortgagor shall, if required by the Administrative Agent or the Lenders, consent to the appointment of a receiver or receivers of the Leased Premises and of all the earnings, revenues, rents, issues, profits and income thereof. During the existence of any Event of Default, or upon, or at any time after, the commencement of any proceedings to foreclose this Mortgage in accordance with the terms hereof, the Administrative Agent shall be entitled, as a matter of right if it shall so elect, without the giving of notice to any other party and without regard to the adequacy or inadequacy of any security for indebtedness secured by this Mortgage, forthwith either before or after declaring the unpaid mortgage debt to be due and payable, to the appointment of such a receiver or receivers to the extent permitted by applicable law. Such appointment may be made either before or after any foreclosure sale without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Leased Premises and the Administrative Agent or the Lenders may be appointed as such receiver. Such receiver shall have power: (a) to collect Rents, and, in case of a foreclosure sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagor, except for the invention of such receiver, would be entitled to collect such Rents, (b) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness secured by this Mortgage and beyond the date of the issuance of a deed or deeds to a purchase or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein shall be on reasonable market terms and be binding upon Mortgagor and all persons whose interests in the Leased Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness secured hereby, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser, and (c) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Leased Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of the mortgage debt, or any tax, special assessment or other lien which may be or become superior to the lien hereof.

35. Notices. All notices hereunder and under any applicable law pertaining hereto shall be in writing and shall be deemed sufficiently given or served for all purposes when delivered as provided for in the Credit Agreement.

36. Additional Covenants. Mortgagor shall pay all rent and other monetary obligations under the Lease when due and shall fully, completely and punctually

observe and perform all of its other obligations under the Lease. Mortgagor shall not cancel, terminate or surrender the Lease or consent to or accept a cancellation, termination or surrender thereof. Mortgagor shall not modify, alter or amend the Lease without, in each instance, the Administrative Agent's prior written consent, which shall be at the Administrative Agent's sole discretion. Mortgagor shall not convey, assign, sell, mortgage, encumber, pledge, dispose of, hypothecate, grant a security interest in, grant options with respect to or otherwise dispose of (directly or indirectly, by operation of law or otherwise, of record or not) the Lease or all or any part of its interest therein without, in each instance, the prior written consent of the Administrative Agent which consent shall not be unreasonably withheld. The fee title to the real estate which is the subject of the Lease and the leasehold estate under the Lease shall not merge but shall remain at all times separate and distinct, notwithstanding the union of such estates in the lessor under the Lease, the Mortgagor or a third party, whether by purchase or otherwise. The Administrative Agent and the Lenders shall at all times have the rights of a leasehold mortgagee. Mortgagor shall promptly deliver to the Administrative Agent copies of (a) all notices of default and (b) all other notices, certificates, documents and instruments received by Mortgagor under or with respect to the Lease. The Administrative Agent or any of the Lenders may, but shall not be obligated to, cure any default by Mortgagor under the Lease. No such action by the Administrative Agent or any of the Lenders shall release Mortgagor from any of the Obligations. Mortgagor shall pay the Administrative Agent and the Lenders on demand all amounts paid by the Administrative Agent or any of the Lenders to cure such defaults and all costs and expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with such cure in accordance with the terms of this Mortgage otherwise applicable when the Administrative Agent or any of the Lenders cures any Event of Default, and all such amounts shall be considered part of the Obligations secured hereby.

37. Statutory Condition. This Mortgage is upon the STATUTORY CONDITION, and upon the further condition that each of the aforementioned covenants, agreements, representations and warranties shall be kept and duly performed. If there shall occur a breach of any of such conditions which constitutes an Event of Default hereunder, or if the entire mortgage debt becomes due at the option of the Administrative Agent, shall have the STATUTORY POWER OF SALE, and, as to the Personal Property, all rights and remedies conferred by the Uniform Commercial Code.

[signature page to follow]

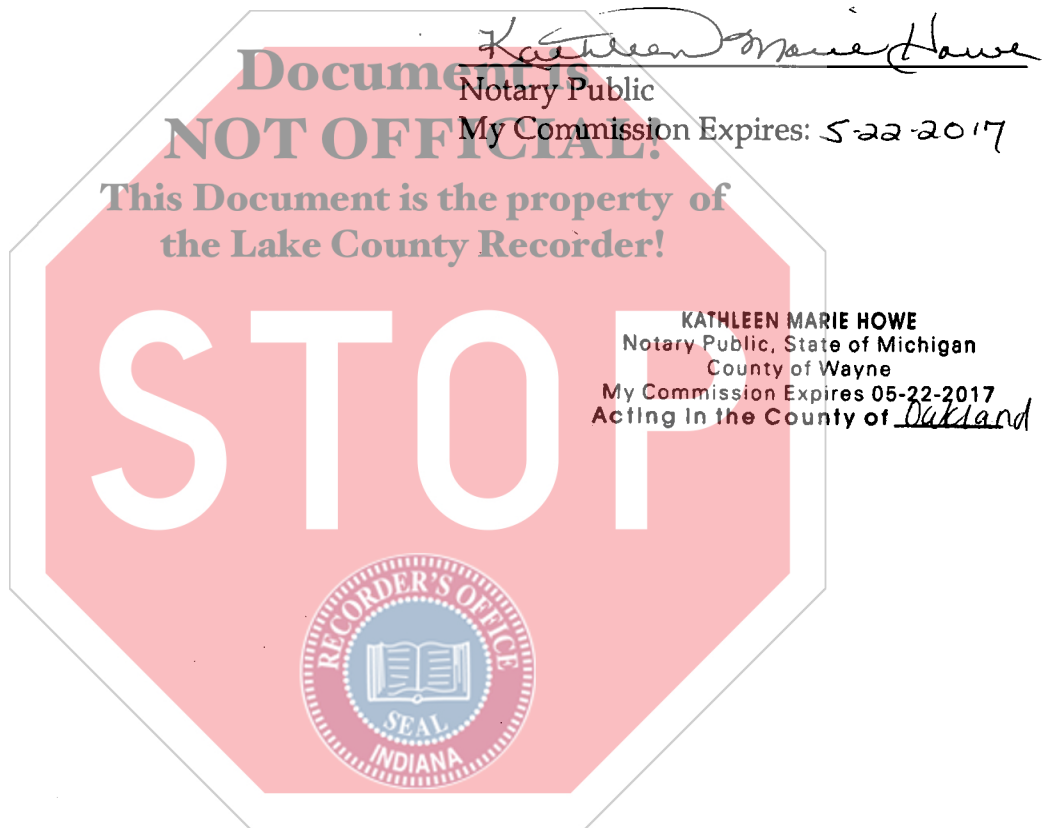
Executed as a sealed instrument on the day and year first above written.

AMC HOBART, INC.

By: Ioana Ben-Ezra  
Ioana Ben-Ezra, Secretary

STATE OF MICHIGAN  
COUNTY OF OAKLAND

On this 14<sup>th</sup> day of April, 2013, before me, the undersigned notary public, personally appeared Ioana Ben-Ezra, as Secretary of AMC Hobart, Inc. proved to me through satisfactory evidence of identification, which was a State of Michigan driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



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

EXHIBIT A  
LEGAL DESCRIPTION

PARCEL 8:

Part of the West half of the West half of the Southeast Quarter of Section 23, Township 35 North, Range 8 West of the Second Principal Meridian, in Hobart-Ross Township, Lake County, Indiana, bounded and described as follows: Commencing at the Southwest corner of said Section 23; thence North 02 degrees 42 minutes 00 seconds West, 361.86 feet along the Westerly line of Section 23; thence North 68 degrees 21 minutes 41 seconds East, 2,955.90 feet; thence North 09 degrees 47 minutes 44 seconds East, 174.01 feet; thence North 00 degrees 00 minutes 00 seconds East, 275.87 feet to the point of beginning of this description; thence continuing North 00 degrees 00 minutes 00 seconds West, 219.13 feet; thence North 17 degrees 52 minutes 00 seconds West, 245.70 feet; thence north 54 degrees 36 minutes 33 seconds West, 44.97 feet; thence North 88 degrees 38 minutes 13 seconds East, 87.90 feet; thence North 01 degree 21 minutes 47 seconds West, 296.44 feet to a point on the Southerly right-of-way line of U.S. Route #30; thence North 88 degrees 38 minutes 13 seconds East along the Southerly right-of-way line of U.S. Route #30, 130.00 feet; thence South 01 degree 21 minutes 47 seconds East, 53.02 feet; thence South 61 degrees 21 minutes 47 seconds East, 98.97 feet; thence North 88 degrees 38 minutes 13 seconds East, 255.33 feet to the Easterly line of the West half of the West half of the Southeast Quarter of Section 23; thence South 02 degrees 45 minutes 44 seconds East along the Easterly line of the West half of the West half of the Southeast Quarter of Section 23, 675.70 feet; thence South 88 degrees 38 minutes 13 seconds West, 474.83 feet to the point of beginning of this description.

