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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL B. BROWN  
RECORDER

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

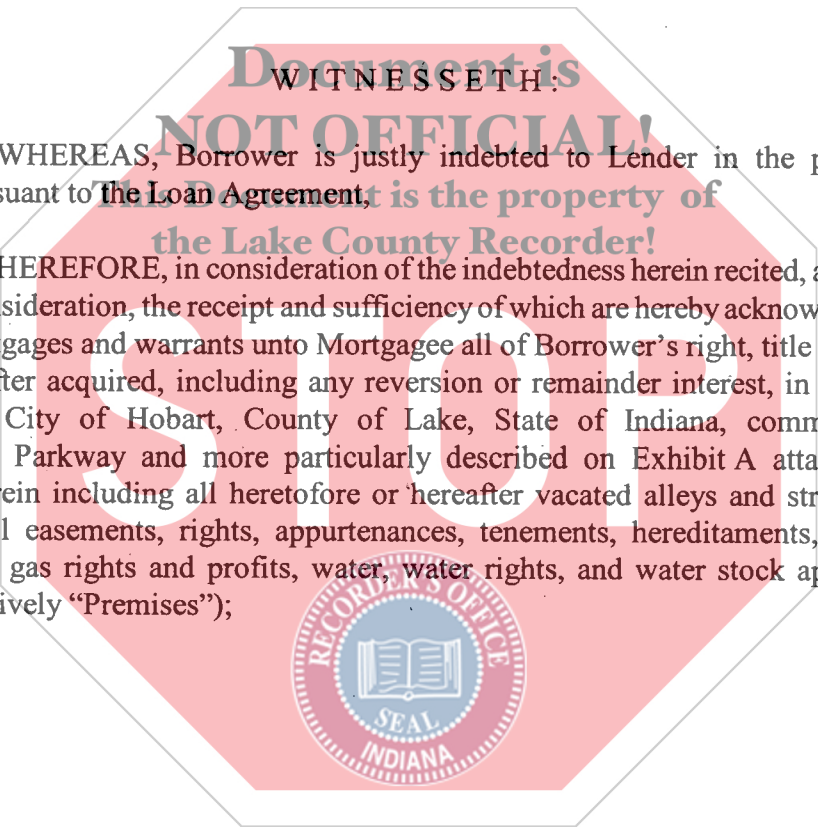
(6301 Northwind Parkway, Hobart, Lake County, Indiana)

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (herein "Instrument") is made as of May 1, 2013 by the Mortgagor, ITR AMERICA, LLC, a Mississippi limited liability company, whose address is 1951 North Wind Parkway, Hobart, IN 46342 (herein "Borrower"), in favor of the Mortgagee, GE GOVERNMENT FINANCE, INC., a Delaware corporation, whose address is Three Capital Drive, Eden Prairie, MN 55344 (together with its successors and assigns, "Mortgagee"), for itself and as collateral agent for and on behalf of GE Government Finance, Inc., as lender (together with its participants, successors and assigns, "Lender") under that certain Loan Agreement (as defined below),

WITNESSETH:

THAT, WHEREAS, Borrower is justly indebted to Lender in the principal sum of \$4,500,000, pursuant to the Loan Agreement,

NOW, THEREFORE, in consideration of the indebtedness herein recited, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower irrevocably mortgages and warrants unto Mortgagee all of Borrower's right, title and interest, now owned or hereafter acquired, including any reversion or remainder interest, in the real property located in the City of Hobart, County of Lake, State of Indiana, commonly known as 6301 Northwind Parkway and more particularly described on Exhibit A attached hereto and incorporated herein including all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, tenements, hereditaments, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property (collectively "Premises");



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TOGETHER with all of Borrower's estate, right, title and interest, now owned or hereafter acquired, in, under and to:

(a) all buildings, structures, improvements, parking areas, landscaping, equipment and fixtures now or hereafter erected on, attached to, or used or adapted for use in the operation of the Premises (excluding Borrower's trade fixtures used in the operation of its business and property and equipment, such as pallet racking system, parts bins and machinery and equipment (collectively, "Trade Fixtures")); including but without being limited to, all heating, air conditioning and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this clause (a) shall be deemed part of the realty covered by this Instrument and not severable wholly or in part without material injury to the Premises, but excluding any of Borrower's Trade Fixtures (all of the foregoing, subject to such exclusions, together with replacements and additions thereto are referred to herein as "Improvements"); and

(b) all compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to (i) a taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (ii) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever;

(c) payments upon any insurance any time provided with respect to the Premises, Improvements, and other collateral described herein for the benefit of or naming Mortgagee or Lender, and refunds or rebates of taxes or assessments on the Premises;

(d) all written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises, if any, including, without limitation, all rents, issues, income, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements and equipment ("Rents"), all guaranties of tenants' performance under the Leases (including, but not limited to, rights under any letter of credit given as security for such tenant's obligations), and all rights and claims of any kind that Borrower may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding;

(e) plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Borrower's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements;

(f) all contracts, deposits, deposit accounts, accounts, all rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all supporting obligations and any and all proceeds thereof, management contracts, service or supply contracts, permits, licenses, franchises and certificates pertaining to or affecting the Premises or the Improvements, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to improve the Premises or the Improvements;

(g) all books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein; and

(h) all additions, accessions, replacements, substitutions and proceeds of the real and personal property, tangible and intangible, described herein (other than Trade Fixtures), including but not limited to lease and real-estate proceeds and other amounts relating to the use, disposition, or sale of the collateral described herein which proceeds or other amounts are characterized as general intangibles.

All of the foregoing described collateral is exclusive of any goods, equipment, inventory, furniture, furnishings or Trade Fixtures owned and supplied by Borrower or by any tenants of the Premises. The Premises, the Improvements, the Leases and all of the rest of the foregoing property are herein referred to as the "Property."

TO SECURE TO Mortgagee, as collateral agent for and on behalf of Lender, (a)(i) the repayment of the \$3,748,126.25 City of Hobart, Indiana, Tax-Exempt Economic Development Revenue Bond, Series 2013A (ITR America, LLC Project) (the "2013A Bond") and the loan of the proceeds thereof pursuant to the Loan Agreement dated of even date herewith (the "Loan Agreement") among Borrower, City of Hobart, Indiana, a municipal corporation and political subdivision of the state of Indiana, as issuer, Lender and Mortgagee, as collateral agent, including (without limitation) the loan made thereunder in the aggregate principal sum of Three Million Seven Hundred Forty-Eight Thousand One Hundred Twenty-Six and 25/100 Dollars (\$3,748,126.25), with interest thereon as set forth therein, and having a maturity date of July 1, 2028, and all renewals, extensions and modifications thereof (herein, collectively, the "Tax-Exempt Loan"), and (ii) the repayment of the \$751,873.75 City of Hobart, Indiana, Taxable Economic Development Revenue Bond, Series 2013B (ITR America, LLC Project) (the "2013B Bond"; the 2013A Bond and the 2013B Bond, individually and together, the "Bond") and the loan of the proceeds thereof pursuant to the Loan Agreement, including (without limitation) the loan made thereunder in the aggregate

principal sum of Seven Hundred Fifty-One Thousand Eight Hundred Seventy-Three and 75/100 Dollars (\$751,873.75), with interest thereon as set forth therein, and having a maturity date of July 1, 2028, and all renewals, extensions and modifications thereof (herein, collectively, the "Taxable Loan"; the Tax-Exempt Loan and the Taxable loan, individually and together, the "Loan"); (b) the repayment of any future advances, with interest thereon, made by Lender or Mortgagee to Borrower pursuant to Section 26 hereof (herein "Future Advances"); (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument or to fulfill any of Borrower's obligations hereunder or under the other Loan Documents (as defined below); (d) the performance of the covenants and agreements of Borrower contained herein or in the other Loan Documents; and (e) so long as General Electric Capital Corporation or any of its affiliates is the holder of the Bond, the repayment of all sums now or hereafter owing by Borrower or any of its affiliates to General Electric Capital Corporation or any of its affiliates. The indebtedness and obligations described in clauses (a) through (e) above are collectively referred to herein as the "Indebtedness." The Loan Agreement, this Instrument, and all other documents evidencing, securing or guaranteeing the Indebtedness (except the Environmental Indemnity Agreement Regarding Hazardous Substances ("Indemnity")), as the same may be modified or amended from time to time, are referred to herein as the "Loan Documents." The terms of the Loan secured hereby may provide that the interest rate or payment terms or balance due may be indexed, adjusted, renewed, or renegotiated from time to time, and this Instrument shall continue to secure the Loan notwithstanding any such indexing, adjustment, renewal or renegotiation.

PROVIDED, ALWAYS, that if Borrower shall pay unto Lender the Indebtedness and if Borrower shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Loan Agreement and this Instrument, then this Instrument and all assignments contained herein and liens created hereby shall cease and be null and void; otherwise to remain in full force and effect.

Borrower represents and warrants that Borrower has good, marketable and insurable title to, and has the right to mortgage an indefeasible fee simple estate in, the Premises, Improvements, Rents, and Leases, and the right to convey the other Property, that the Property is unencumbered except as disclosed in writing to and approved by Mortgagee and Lender prior to the date hereof, and that Borrower will warrant and forever defend the title to the Property against all claims and demands, subject only to the exceptions set forth in Exhibit B attached hereto ("Permitted Exceptions").

Borrower represents, warrants, covenants and agrees for the benefit of Mortgagee and Lender as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due the principal of, interest on and other amounts due with respect to the Indebtedness, any prepayment and other charges provided in the Loan Documents and all other sums secured by this Instrument.

2. **FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES.** Except as is hereinafter provided with respect to the impounding of such payments by Mortgagee following the



occurrence of an Event of Default, Mortgagor shall pay or cause to be paid when due, prior to delinquency, all annual real estate taxes, insurance premiums, assessments, water and sewer rates, ground rents and other charges (herein "Impositions") payable with respect to the Property. Upon the occurrence of an Event of Default (hereinafter defined), and at Mortgagee's sole option at any time thereafter, Mortgagor shall pay in addition to each monthly payment on the Loan, one twelfth of the annual Impositions (as reasonably estimated by Mortgagee), to be held by Mortgagee without interest to Mortgagor, for the payment of such Impositions (such payments being referred to herein as "Impounds").

Annually during the term of this Instrument, if Impounds are required to be paid to Mortgagee, Mortgagee shall compare the Impounds collected to the Impositions paid or to be paid. If the amount of such Impounds held by Mortgagee at such time shall exceed the amount deemed necessary by Mortgagee to provide for the payment of Impositions as they fall due, if no Event of Default shall have occurred and be continuing, such excess shall be at Borrower's option, either repaid to Borrower or credited to Borrower on the next monthly installment or installments of Impounds due. If at any time the amount of the Impounds held by Mortgagee shall be less than the amount deemed necessary by Mortgagee to pay Impositions as they fall due, Borrower shall pay to Mortgagee any amount necessary to make up the deficiency within thirty (30) days after notice from Mortgagee to Borrower requesting payment thereof. Upon the occurrence of an Event of Default hereunder, Mortgagee may apply, in any amount and in any order as Mortgagee shall determine in Mortgagee's sole discretion, any Impounds held by Mortgagee at the time of application (i) to pay Impositions which are now or will hereafter become due, or (ii) as a credit against sums secured by this Instrument. Upon payment in full of all sums secured by this Instrument, Mortgagee shall refund to Borrower any Impounds then held by Mortgagee. If requested by Mortgagee, Borrower shall promptly furnish to Mortgagee all notices of Impositions which become due, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Mortgagee receipts evidencing such payments.

3. **APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, each complete installment payment received by Lender from Borrower under the Loan Agreement or this Instrument shall be applied by Lender first in payment of amounts payable to Lender by Borrower under Section 2 hereof, then to interest payable on the Loan, then to principal of the Loan, and then to interest and principal on any Future Advances in such order as Lender, at Lender's sole discretion, shall determine. Upon the occurrence of an Event of Default, Lender may apply, in any amount and in any order as Lender shall determine in Lender's sole discretion, any payments received by Lender under the Loan Agreement or this Instrument. Any partial payment received by Lender shall, at Lender's option, be held in a non-interest bearing account until Lender receives funds sufficient to equal a complete installment payment.

4. **CHARGES, LIENS.** Borrower shall promptly discharge or bond off any lien which has, or may have, priority over or equality with, the lien of this Instrument, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Mortgagee's prior written permission, Borrower shall not allow any lien inferior to this Instrument to be perfected against the Property. If any lien inferior to this Instrument is filed against the Property without Mortgagee's prior written permission and without the consent of Borrower, Borrower shall, within 30 days after receiving notice of the filing of such lien, cause such

lien to be released of record or bonded off and deliver evidence of such release or bonding to Mortgagee. Borrower may contest any such lien by appropriate proceedings in good faith, timely filed, provided that enforcement of the lien is stayed pending such contest. Mortgagee may require that Borrower post security for payment of such lien.

5. **INSURANCE.** Borrower shall obtain and maintain the following types of insurance upon and relating to the Property as required under the Loan Agreement.

6. **PRESERVATION AND MAINTENANCE OF PROPERTY, LEASEHOLDS.** Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair (provided that so long as no Event of Default shall have occurred and be continuing and that Borrower has otherwise complied with Section 9.01 of the Loan Agreement, Mortgagee shall make the Net Proceeds (as defined in Section 9.01 of the Loan Agreement) available to Borrower to be applied to the costs of such restoration or repair), (d) shall keep the Property, including all Improvements thereon, in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, reasonable wear and tear excepted, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property and (f) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Mortgagee hereunder. Neither Borrower nor any tenant or other person, without the written approval of Mortgagee, shall remove, demolish or alter any Improvement now existing or hereafter erected on the Premises or any Property, except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

Borrower represents, warrants and covenants that the Property is and shall be in substantial compliance with the Americans with Disabilities Act of 1990 and all of the regulations promulgated thereunder, as the same may be amended from time to time.

7. **USE OF PROPERTY.** Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed which are reasonably expected to result in a Material Adverse Effect (as defined in the Loan Agreement), including (without limitation) an Event of Taxability (as defined in the Loan Agreement). Borrower shall not, without Mortgagee's prior written consent, to the extent any of the following could reasonably be expected to have a Material Adverse Effect, (a) initiate or acquiesce in a change in the zoning classification (including any variance under any existing zoning ordinance applicable to the Property), (b) permit the use of the Property to become a non-conforming use under applicable zoning ordinances, (c) file any subdivision or parcel map affecting the Property, or (d) amend or modify any easement or covenants, conditions and restrictions pertaining to the Property or (e) consent to any easement or covenants, conditions and restrictions pertaining to the Property other than the Permitted Exceptions.

8. **PROTECTION OF MORTGAGEE'S SECURITY.** If an Event of Default shall have occurred and be continuing, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Mortgagee therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee at Mortgagee's option may make such appearances, disburse such sums and take such action as Mortgagee deems necessary, in its sole discretion, to protect Mortgagee's interest, including, but not limited to, (a) disbursement of attorneys' fees, (b) entry upon the Property to make repairs, and (c) procurement of satisfactory insurance as provided in Section 5 hereof.

Any amounts disbursed by Mortgagee pursuant to this Section 8, with interest thereon, shall become additional Indebtedness of Borrower secured by this Instrument. Unless Borrower and Mortgagee agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the Default Rate (as defined in the Loan Agreement). Borrower hereby covenants and agrees that Mortgagee shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the Indebtedness. Nothing contained in this Section 8 shall require Mortgagee to incur any expense or take any action hereunder.

9. **INSPECTION.** Mortgagee may make or cause to be made reasonable entries upon the Property to inspect the interior and exterior thereof. Except in case of emergency, such inspection shall be with reasonable prior notice and shall in any case be with due regard to rights of tenants and non-interference with the conduct of Borrower's business operations on the Property.

10. **CONDEMNATION.** If the Property, or any part thereof, shall be condemned for any reason, including without limitation fire or earthquake damage, or otherwise taken for public or quasi-public use under the power of eminent domain, Lender shall apply all such proceeds thereof as set forth in the Loan Agreement.

11. **BORROWER AND LIEN NOT RELEASED.** From time to time, Lender or Mortgagee may, at Lender's or Mortgagee's option, without giving notice or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lienholder or guarantors, without liability on Lender's or Mortgagee's part and notwithstanding the occurrence of an Event of Default, extend the time for payment of the Indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of the Indebtedness (including but not limited to any guarantor), accept an extension or modification or renewal note or notes therefor, modify the terms and time of payment of the Indebtedness, enter into a loan modification agreement with Borrower, release from the lien of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Loan or change the amount of the monthly installments payable thereunder. Any actions taken by Lender or Mortgagee pursuant to the terms of this Section 11 shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the Indebtedness, and shall not affect the lien or priority of the lien hereof on the Property. Borrower shall reimburse Mortgagee for any title insurance premiums and reasonable attorneys' fees as may be



incurred by Lender or Mortgagee for any such action if taken at Borrower's request or for other servicing requests, including but not limited to name changes and prepayments of the Indebtedness.

12. **FORBEARANCE BY MORTGAGEE OR LENDER NOT A WAIVER.** Any forbearance by Mortgagee or Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any other right or remedy. The acceptance by Mortgagee or Lender of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Mortgagee's or Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee or Lender shall not be a waiver of Mortgagee's or Lender's right to accelerate the maturity of the Indebtedness secured by this Instrument, nor shall Mortgagee's or Lender's receipt of any awards, proceeds or damages under Sections 5 and 10 hereof operate to cure or waive Borrower's default in payment of sums secured by this Instrument.

13. **UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.** This Instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code and Borrower hereby grants and conveys to Mortgagee a first and prior security interest in all of the Property that constitutes personal property ("Collateral", for purposes of this Section 13), whether now owned or hereafter acquired. Borrower agrees that Mortgagee may file this Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Collateral. Any reproduction of this Instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagee may submit for filing any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Instrument in such form as Mortgagee may deem appropriate to perfect a security interest with respect to the foregoing items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all costs and expenses of any record searches for financing statements Mortgagee may require.

Borrower expressly warrants and covenants:

- (a) Except for the security interest granted hereby, Borrower is the owner of the Collateral free from any lien, security interest or encumbrance. Borrower understands that any further encumbrance of the Collateral is prohibited. Borrower shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, subject to the Permitted Exceptions.
- (b) The Collateral is used or bought primarily for use in the business of Borrower and not for consumer purposes.
- (c) Borrower's business address is as stated above. The Collateral is located at or on or is used or owned for or in connection with the Premises and other Property.



(d) Borrower shall promptly notify Mortgagee of any change in the location of the Collateral or any change in Borrower's principal place of business.

(e) Borrower shall pay when due, prior to delinquency, all taxes and assessments of every nature which may be levied or assessed against the Collateral.

(f) Except for liens in favor of Mortgagee and the Permitted Exceptions, without Mortgagee's prior written consent, Borrower shall not permit or allow any lien, security interest or encumbrance whatsoever upon the Collateral and shall not permit the Collateral to be attached or replevied. Mortgagee's consent to a junior lien by an entity owned by, or under common control with, Mortgagee shall not be unreasonably withheld.

(g) The Collateral is in good condition and Borrower shall keep the Collateral in good condition (reasonable wear and tear excepted) and from time to time, forthwith, replace and repair all such parts of the Collateral as may be broken, worn out, or damaged without allowing any lien to be created upon the Collateral on account of such replacement or repairs. Mortgagee may examine and inspect the Collateral at any time, wherever located, subject to (i) reasonable prior notice, (ii) non-interference with the conduct of Borrower's business operations on the Property, and (iii) compliance with Borrower's safety protocol and procedures for visitors.

(h) Borrower will not use the Collateral in violation of any applicable statutes, regulations or ordinances.

Until the occurrence of an Event of Default, Borrower may have possession of the Collateral and use it in any lawful manner, and upon the occurrence of an Event of Default Mortgagee shall have the immediate right to the possession of the Collateral, subject to process of applicable law.

Upon the occurrence of an Event of Default, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code, and Mortgagee may also invoke the remedies provided in Section 24 of this Instrument as to such items. In exercising any of said remedies Mortgagee may proceed against the items of real property and any items of Collateral specified above separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies provided in Section 24 of this Instrument. Within 10 days following any request therefor by Mortgagee, Borrower shall prepare and deliver to Mortgagee a written inventory specifically listing all of the Collateral covered by the security interest herein granted, which inventory shall be certified by Borrower as being true, correct, and complete.

Addresses and Other Information for Fixture Filing. The following information is provided in order that this Instrument shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Indiana for instruments to be filed as financing statements and with other requirements of applicable law:

(a)	Name & Address of Borrower (Debtor):	ITR AMERICA, LLC 1951 North Wind Parkway Hobart, IN 46342
	Type of Organization:	Limited Liability Company
(b)	Name & Address of Mortgagee (Secured Party):	GE GOVERNMENT FINANCE, INC. Three Capital Drive Eden Prairie, MN 55344
(c)	Record Owner of Real Estate Described on Exhibit A hereto:	Borrower
(d)	Jurisdiction of Organization of Borrower:	Mississippi
(e)	Organizational ID No. of Borrower:	MS 930934

14. **LEASES OF THE PROPERTY.** As of the date of execution, delivery and recording of this Instrument, there are no Leases of the Property. Should Borrower enter into any Leases of the Property in accordance with the requirements of this Instrument, Borrower shall comply with and observe, in all material respects, Borrower's obligations as landlord under any Leases of the Property or any part thereof. All Leases hereafter entered into will be in form and substance subject to the approval of Mortgagee. Borrower shall pay all reasonable attorneys' fees incurred by Lender or Mortgagee in reviewing any Lease or proposed Lease. All Leases of the Property shall specifically provide that such Leases are subordinate to this Instrument; that the tenant attorns to Mortgagee, such attornment to be effective upon Mortgagee's acquisition of title to the Property; that the tenant agrees to execute such further evidences of attornment as Mortgagee may from time to time request; that the attornment of the tenant shall not be terminated by foreclosure; and that Mortgagee may, at Mortgagee's option, accept or reject such attornments. Borrower shall not, without Mortgagee's written consent, request or consent to the subordination of any Lease of all or any part of the Property to any lien subordinate to this Instrument. Upon Mortgagee's receipt of notice of the occurrence of any default or violation by Borrower of any of its obligations under the Leases beyond applicable periods for notice and cure provided therein, Mortgagee shall have the immediate right, but not the duty or obligation, without prior written notice to Borrower or to any third party (but with due regard for rights of tenants under Leases), to enter upon the Property and to take such actions as Mortgagee may deem necessary to cure the default or violation by Borrower under the Leases. The costs incurred by Mortgagee in taking any such actions pursuant to this paragraph shall become part of the Indebtedness, shall bear interest at the rate provided in the Loan Agreement, and shall be payable by Borrower to Mortgagee on demand. Neither Mortgagee nor Lender shall have any liability to Borrower or to any third party for any actions taken by Mortgagee or Lender or not taken pursuant to this paragraph.

15. **REMEDIES CUMULATIVE.** Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

16. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER PROHIBITED; SUBORDINATE FINANCING PROHIBITED. Lender may, at its option, declare all sums secured by this Instrument to be immediately due and payable, and Mortgagee and/or Lender may invoke any remedies permitted by Section 24 of this Instrument, if title to the Property is changed without the prior written consent of Mortgagee, which consent shall be at Mortgagee's sole discretion. Any transfer of any interest in the Property or in the income therefrom, by sale, lease, contract, mortgage, deed of trust, further encumbrance or otherwise (including any such transfers as security for additional financing of the Property), and any Change of Control (as defined in the Loan Agreement) shall be considered a change of title. Leasehold mortgages and collateral assignments of any Lease of the Property given by tenants of the Property are prohibited without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. Notwithstanding the foregoing, (a) additional but subordinate deeds of trust may be granted to Mortgagee and, subject to the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion, may be granted to entities owned by or under common control with Mortgagee and (b) Borrower shall have the right, without the consent or approval of Mortgagee, to remove, sell and replace from time to time apparatus, fixtures, equipment and components of the Improvements as and when they become worn out, broken, obsolete or inefficient, provided that such apparatus, fixtures, equipment and components are replaced with new or good quality apparatus, fixtures, equipment and components.

17. NOTICE. Except for any notice required under applicable law to be given in another manner, any and all notices, elections, demands, or requests permitted or required to be made under this Instrument or under the other Loan Documents shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally, or sent by registered, certified, or Express United States mail, postage prepaid, or by Federal Express or similar nationally recognized delivery service requiring a receipt, to the other party at the address stated above, or to such other party and at such other address within the United States of America as any party may designate in writing as provided herein. The date of receipt of such notice, election, demand or request shall be the earliest of (a) the date of actual receipt, (b) three business days after the date of mailing by registered or certified mail, (c) one business day after the date of sending by Express Mail, Federal Express or another similar service requiring a receipt, or (d) the date of personal delivery (or refusal by or on behalf of the addressee upon presentation for delivery of a properly addressed notice).

18. SUCCESSORS AND ASSIGNS BOUND; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, successors and assigns of Lender, Mortgagee and Borrower, subject to the provisions of Section 16 hereof. In exercising any rights hereunder or taking any actions provided for herein, Mortgagee may act through its employees, agents or independent contractors as authorized by Mortgagee. The captions and headings of the sections of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

19. WAIVER OF STATUTE OF LIMITATIONS. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Loan Agreement or any other obligation secured by this Instrument.



20. **WAIVER OF MARSHALLING.** Notwithstanding the existence of any other security interests in the Property held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the Indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Instrument and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein. Anything contained herein or in Indiana Code 32-29-7-5 to the contrary notwithstanding, no waiver made by Borrower in this Instrument shall constitute the consideration for or be deemed to be waiver or release by Mortgagee or any judgment holder of the Indebtedness hereby secured of the right to seek a deficiency judgment against the Borrower or any other person or entity who may be personally liable for the obligations hereby secured, which right to seek a deficiency judgment is hereby reserved, preserved and retained by Mortgagee for its own behalf and its successors and assigns, subject to the exculpation provisions of the Loan Agreement.

21. **ADVANCES, COSTS AND EXPENSES.** If an Event of Default shall occur and be continuing, Borrower shall pay within 10 days after written demand from Mortgagee or Lender all sums advanced by Mortgagee or Lender and all costs and expenses incurred by Mortgagee or Lender in taking any actions pursuant to the Loan Documents including reasonable attorneys' fees and disbursements, accountants' fees, appraisal and inspection fees and the costs for title reports and guaranties, together with interest thereon at the rate applicable under the Loan Agreement after an Event of Default from the date such costs were advanced or incurred. All such costs and expenses incurred by Mortgagee or Lender, and advances made, shall constitute advances under this Instrument to protect the Property and shall be secured by and have the same priority as the lien of this Instrument. If Borrower fails to pay any such advances, costs and expenses and interest thereon, Mortgagee or Lender may apply any undisbursed loan proceeds to pay the same, and, without foreclosing the lien of this Instrument, may at its option commence an independent action against Borrower for the recovery of the costs, expenses and/or advances, with interest, together with costs of suit, costs of title reports and guaranty of title, disbursements of counsel and reasonable attorneys' fees incurred therein or in any appeal therefrom. If any check delivered by or on behalf of Borrower in payment of any monthly installment due on the Indebtedness or any other payment due hereunder shall be returned on account of insufficient funds, or if Mortgagee or Lender is unable to debit Borrower's account for such payment in accordance with previously agreed automated funds withdrawal mechanism, Borrower shall pay a reasonable service charge in accordance with Mortgagee's current fee schedule.

22. **ASSIGNMENT OF LEASES AND RENTS.** Borrower, for good and valuable consideration, the receipt of which is hereby acknowledged, to secure the Indebtedness, does hereby absolutely and unconditionally grant, bargain, sell, transfer, assign, convey, set over and deliver unto Mortgagee all right, title and interest of Borrower in, to and under the Leases of the Property, if any, whether now in existence or hereafter entered into, and all guaranties, amendments, extensions and renewals of said Leases and any of them, and all Rents which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Property.

Borrower represents; warrants, covenants and agrees with Mortgagee that Borrower has not, and shall not, perform any acts or execute any other instruments which might prevent Mortgagee from fully exercising its rights with respect to the Leases into which it may enter under any of the terms, covenants and conditions of this Instrument.

The assignment made hereunder is an absolute, present assignment from Borrower to Mortgagee, effective immediately, and is not merely an assignment for security purposes but is irrevocable by Borrower so long as the Indebtedness remains outstanding. Notwithstanding the foregoing, until a notice is sent to the Borrower in writing that an Event of Default (as defined below) has occurred under the terms and conditions of the Loan Agreement or any instrument constituting security for the Loan (which notice is hereafter called a "Notice"), Borrower is granted a license to receive, collect and enjoy the Rents accruing from the Property.

If an Event of Default shall occur, Mortgagee may, at its option, after service of a Notice, receive and collect all such Rents as they become due, from the Property. Mortgagee shall thereafter continue to receive and collect all such Rents, until Mortgagee shall otherwise agree in writing. All sums received by Borrower after service of such Notice shall be deemed received in trust and shall be immediately turned over to Mortgagee.

Borrower hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact with power of substitution and with full power for Mortgagee in its own name and capacity or in the name and capacity of Borrower, after the occurrence of an Event of Default, from and after service of Notice, to demand, collect, receive and give complete acquittances for any and all Rents accruing from the Property, either in its own name or in the name of Borrower or otherwise, which Mortgagee may deem necessary or desirable in order to collect and enforce the payment of the Rents and to demand, collect, receive, endorse, and deposit all checks, drafts, money orders or notes given in payment of such Rents. Such appointment is coupled with an interest and is irrevocable. Mortgagee shall not be liable for or prejudiced by any loss of any note, checks, drafts, etc., unless such loss shall have been found by a court of competent jurisdiction to have been due to the gross negligence or willful misconduct of Mortgagee.

If Borrower shall enter into any Leases of the Property, upon the occurrence of an Event of Default, Lender shall apply the Rents received from Borrower's lessees, to the Indebtedness. If no Event of Default remains uncured, amounts received in excess of the aggregate monthly payment due under the Loan Agreement shall be remitted to Borrower in a timely manner. Nothing contained herein shall be construed to constitute Mortgagee as a mortgagee-in-possession in absence of its physically taking possession of the Property.

Borrower also hereby irrevocably appoints Mortgagee from and after service of a Notice as its true and lawful attorney-in-fact to appear in any state or federal bankruptcy, insolvency, or reorganization proceeding in any state or federal court involving any of the tenants of the Leases. Lessees of the Property are hereby expressly authorized and directed, from and after service of a Notice to pay any and all amounts due Borrower pursuant to the Leases to Lender or such nominee as Lender may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made.

If an Event of Default shall occur, Mortgagee is hereby vested with full power from and after service of a Notice to use all measures, legal and equitable, deemed by it necessary or proper to enforce the assignment granted hereunder and to collect the Rents assigned hereunder, including the right of Mortgagee or its designee, to enter upon the Property, or any part thereof, and take possession of all or any part of the Property together with all personal property, fixtures, documents, books, records, papers and accounts of Borrower relating thereto, and may exclude the Borrower, its agents and servants, wholly therefrom. After the occurrence of an Event of Default, Borrower hereby grants full power and authority to Mortgagee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice, with full power to use and apply all of the Rents and other income herein assigned to the payment of the costs of managing and operating the Property and of any indebtedness or liability of Borrower to Mortgagee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the Improvements on the Premises or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of the assignment granted hereunder, and of principal and interest payments due from Borrower to Mortgagee on the Loan and this Instrument, all in such order as Mortgagee may determine. Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Borrower in the Leases. It is further understood that the assignment granted hereunder shall not operate to place responsibility for the control, care, management or repair of the Property, or parts thereof, upon Mortgagee, nor shall it operate to make Mortgagee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Property by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee or stranger, unless the same shall have been found by a court of competent jurisdiction to have been due to the gross negligence or willful misconduct of Mortgagee.

In the event a court of competent jurisdiction construes the assignment of rents contained in this Section 22 to be collateral that secures the Indebtedness rather than a present, absolute assignment, such assignment shall constitute an assignment of rents as set forth in Indiana Code 32-21-4-2 and thereby creates a security interest in the rents that will be perfected upon the recording hereof.

23. **DEFAULT.** The following shall each constitute an event of default ("Event of Default"):

- (a) The occurrence of an "Event of Default" under the Loan Agreement.
- (b) Failure of Borrower within the time required by this Instrument to make any payment for taxes, insurance or for reserves for such payments, or any other payment necessary to prevent filing of or discharge of any lien, and such failure shall continue for a period of 10 days after written notice is given to Borrower by Mortgagee specifying such failure.



(c) Failure by Borrower or any guarantor of the Loan to observe or perform its obligations to Mortgagee on or with respect to any transactions, debts, undertakings or agreements other than the transaction evidenced by the Loan Agreement, which failure shall continue for a period of 10 days after the giving of written notice to Borrower by Mortgagee or following the giving of any notice required thereunder and/or the expiration of any applicable period of grace provided thereby.

(d) Failure of Borrower to make any payment or perform any obligation under any superior liens or encumbrances on the Property, within the time required thereunder, or commencement of any suit or other action to foreclose any superior liens or encumbrances.

(e) Failure by Borrower to observe or perform any of its obligations under any of the Leases, following the giving of any notice required thereunder and/or the expiration of any applicable period of grace provided thereby.

(f) The Property is transferred or any agreement to transfer any part or interest in the Property in any manner whatsoever is made or entered into without the prior written consent of Mortgagee, except as specifically allowed under this Instrument, including without limitation creating or allowing any subordinate liens on the Property or leasing any portion of the Property.

(g) Failure of Borrower to observe or perform any other covenant or condition contained herein and such default shall continue for 30 days after notice is given to Borrower specifying the nature of the failure, or if the default cannot be cured within such applicable cure period, Borrower fails within such time to commence and pursue curative action with reasonable diligence or fails at any time after expiration of such applicable cure period to continue with reasonable diligence all necessary curative actions.

(h) Failure of Borrower to observe or perform any other obligation under any other Loan Document or the Indemnity when such observance or performance is due, and such failure shall continue beyond the applicable cure period set forth in such Loan Document, or if the default cannot be cured within such applicable cure period, Borrower fails within such time to commence and pursue curative action with reasonable diligence or fails at any time after expiration of such applicable cure period to continue with reasonable diligence all necessary curative actions.

(i) Borrower's abandonment of the Property.

## 24. RIGHTS AND REMEDIES ON DEFAULT.

24.1 *Remedies.* Upon the occurrence of any Event of Default and at any time thereafter, Mortgagee or Lender may exercise any one or more of the following rights and remedies:

(a) Lender may declare all sums secured by this Instrument immediately due and payable, including any Prepayment Fee which Borrower would be required to pay.

(b) Mortgagee shall have the right to foreclose this Instrument in accordance with applicable law.

(c) In the event of any foreclosure, to the extent permitted by applicable law. Mortgagee will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the obligations secured by this Instrument exceeds the net sale proceeds payable to Mortgagee.

(d) With respect to all or any part of the Property that constitutes personal property, Mortgagee shall have all rights and remedies of secured party under the Uniform Commercial Code. Borrower acknowledges and agrees that the Indebtedness is secured by other collateral including, without limitation, at the time of execution of this Instrument, certain personal property of Borrower described in the Loan Documents. Borrower specifically acknowledges and agrees that the Premises, Improvements and Leases, in and of themselves, if foreclosed or realized upon would not be sufficient to satisfy the outstanding amount of the Indebtedness. Accordingly, Borrower acknowledges that it is in Borrower's contemplation that the other collateral included as "Property" within the definition in this Instrument pledged to secure the Indebtedness may be pursued by Mortgagee in separate proceedings in other states and other counties in the State of Indiana where such collateral may be located and additionally that Borrower will remain liable for any deficiency judgment in excess of any amounts Mortgagee may realize on sales of other property or any other collateral given as security for the Indebtedness. Specifically, and without limitation of the foregoing, it is agreed that it is the intent of the parties hereto that in the event of a foreclosure of this Instrument, that the Indebtedness evidencing the obligations shall not be deemed merged into any judgment of foreclosure, but shall rather remain outstanding to the fullest extent permitted by applicable law. It is the further intent and understanding of the parties that Mortgagee, following an Event of Default, may pursue all of its collateral for collection of the Indebtedness remaining outstanding and in full force and effect notwithstanding any judgment of foreclosure or any other judgment which Mortgagee may obtain.

(e) Mortgagee shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect all the Rents from the Property and apply the proceeds, over and above cost of the receivership, against the sums due under this Instrument, and to exercise all of the rights with respect to the Property described in Section 22 above. The receiver may serve without bond if permitted by law. To the extent permitted by law, Mortgagee's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the sums due under this Instrument by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver. Such receiver shall have all of the usual powers and duties of receivers pursuant to Indiana Code 32-20-5 as amended and modified from time to time.

(f) In the event Borrower remains in possession of the Property after the Property is sold as provided above or Mortgagee otherwise becomes entitled to possession of the

Property upon default of Borrower, Borrower shall become a tenant at will of Mortgagee or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Borrower's possession.

(g) Mortgagee and/or Lender shall have any other right or remedy provided in this Instrument, the Loan Agreement, or any other Loan Document or instrument delivered by Borrower in connection therewith, or available at law, in equity or otherwise.

(h) Mortgagee shall have all the rights and remedies set forth in Sections 21 and 22.

(i) Where any provision of this Instrument or the other Loan Documents is inconsistent with any provision of Indiana law regulating the creation, perfection, enforcement or priority of a lien on or security interest in, and the warranties of title to, real or personal property including, but not by way of limitation, Indiana Code 32-30-10 Mortgage Foreclosure Actions, the provisions of such Indiana law, as amended from time to time, shall take precedence over the provisions of this Instrument, but shall not invalidate or render unenforceable any other provisions of this Instrument that can be construed in a manner consistent with Indiana law.

(j) If an Event of Default shall occur under this Instrument, then in addition to having any other right or remedy available under this Instrument, at law or in equity, Mortgagee shall have the option pursuant to Indiana Code 26-1-9.1-604 of the UCC of either (i) proceeding under the UCC and exercising such rights and remedies as may be provided to a secured party by the UCC with respect to all or any portion of the Property which is personal property (including, without limitation, taking possession of and selling such personal property) or (ii) treating such personal property as real property and proceeding with respect to both the real and personal property constituting the Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the UCC shall not apply).

(k) Anything contained herein or in Indiana Code 32-29-7-5 to the contrary notwithstanding, no waiver made by Borrower in this Instrument shall constitute the consideration for or be deemed to be waiver or release by Mortgagee or any judgment holder of the Indebtedness hereby secured of the right to seek a deficiency judgment against the Borrower or any other person or entity who may be personally liable for the obligations hereby secured, which right to seek a deficiency judgment is hereby reserved, preserved and retained by Mortgagee for its own behalf and its successors and assigns, subject to the exculpation provisions of the Loan Agreement.

24.2 *Sale of the Property.* In exercising its rights and remedies, Mortgagee may, at Mortgagee's sole discretion, cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Mortgagee or Lender may bid at any public sale on all or any portion of the Property.



24.3 *Notice of Sale.* Mortgagee shall give Borrower reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of the personal property is to be made. Reasonable notice shall mean notice given in accordance with applicable law, including notices given in the manner and at the times required for notices in a nonjudicial foreclosure.

24.4 *Waiver; Election of Remedies.* A waiver by any party of a breach of a provision of this Instrument shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Mortgagee or Lender to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Mortgagee and Lender under this Instrument are cumulative and not exclusive. An election to make expenditures or take action to perform an obligation of Borrower shall not affect Mortgagee's or Lender's right to declare a default and exercise its remedies under this Instrument.

25. **SATISFACTION OF MORTGAGE.** Upon payment of all sums secured by this Instrument, Mortgagee or Lender shall execute a satisfaction (or at Borrower's option, an assignment) of this Instrument and shall surrender this Instrument and all notes evidencing Indebtedness secured by this Instrument to the person or persons legally entitled thereto. Such person or persons shall pay Mortgagee's and Lender's costs incurred in connection with satisfaction or assignment of this Instrument. Mortgagee and/or Lender will charge a service fee in accordance with its then-current schedule of service fees if an assignment is requested (which fee is \$200 as of the date of this Instrument).

26. **FUTURE ADVANCES.** Upon request of Borrower, Lender, at Lender's option so long as this Instrument secures Indebtedness held by Lender, may make Future Advances to Borrower. The Indebtedness as it is modified or amended and Future Advances, with interest thereon, shall be secured by this Instrument when evidenced by written instruments stating that said obligations are secured hereby in accordance with Indiana Code 32-29-1-10 with a lien priority established as of the recording of this instrument without regard to the fact that any Future Advance, modification, extension or renewal may occur after this Instrument is recorded.

27. **USE OF PROPERTY.** The Property is not currently used for agricultural, farming, timber or grazing purposes. Borrower warrants that this Instrument is and will at all times constitute a commercial mortgage, as defined under appropriate state law.

28. **IMPOSITION OF TAX BY STATE.**

28.1 *State Taxes Covered.* The following constitute state taxes to which this Section 28 applies:

(a) A specific tax upon mortgages or upon all or any part of the indebtedness secured by a mortgage.

(b) A specific tax on a mortgagor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a mortgage.

(c) A tax on a mortgage chargeable against the mortgagee or the holder of the note secured.

(d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by a mortgagor.

28.2 *Remedies.* If any state tax to which this Section 28 applies is enacted subsequent to the date of this Instrument, Mortgagee and/or Lender shall have the right to exercise any or all of the remedies available to it as if an Event of Default occurred hereunder, unless the following conditions are met:

(a) Borrower may lawfully pay the tax or charge imposed by state tax, and

(b) Borrower pays the tax or charge within 30 days after notice from Lender that the tax has been levied.

29. **ATTORNEYS' FEES.** In the event suit or action is instituted to enforce or interpret any of the terms of this Instrument (including, without limitation, efforts to modify or vacate any automatic stay or injunction), the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal whether or not taxable as costs, or in any bankruptcy proceeding including, without limitation, reasonable attorneys' fees, witness fees (expert and otherwise), deposition costs, copying charges and other expenses. Whether or not any court action is involved, all reasonable expenses, including but not limited to the costs of searching records, obtaining title reports, surveyor reports, and title insurance, incurred by Mortgagee or Lender that are necessary at any time in Mortgagee's or Lender's opinion for the protection of its interest or enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the interest rate as provided in the Loan Agreement. The term "attorneys' fees" as used in the Loan Documents shall be deemed to mean such fees as are reasonable and are actually incurred.

30. **GOVERNING LAW; SEVERABILITY.** THIS INSTRUMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF INDIANA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN (EXCLUDING CONFLICT-OF-LAWS PRINCIPLES). In the event that any provision or clause of this Instrument or the Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Loan Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Instrument and the Loan Agreement are declared to be severable.

31. **TIME OF ESSENCE.** Time is of the essence of this Instrument.

32. **CHANGES IN WRITING.** This Instrument and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Borrower, Mortgagee or Lender relating to this Instrument shall be superior to the rights of the holder of any intervening lien or encumbrance.

33. **NO OFFSET.** Borrower's obligation to make payments and perform all obligations, covenants and warranties under this Instrument and under the Loan Agreement shall be absolute and unconditional and shall not be affected by any circumstance, including without limitation any setoff, counterclaim, abatement, suspension, recoupment, deduction, defense or other right that Borrower or any guarantor may have or claim against Lender, Mortgagee or any entity participating in making the loan secured hereby. The foregoing provisions of this Section, however, do not constitute a waiver of any claim or demand which Borrower or any guarantor may have in damages or otherwise against Lender, Mortgagee or any other person, or preclude Borrower from maintaining a separate action thereon; provided, however, that Borrower waives any right it may have at law or in equity to consolidate such separate action with any action or proceeding brought by Lender or Mortgagee.

34. **AFTER-ACQUIRED PROPERTY.** If, after the date of this Instrument, Borrower acquires any property located on and used in connection with the Property and that by the terms of this Instrument is required or intended to be encumbered by this Instrument, the property shall become subject to the lien and security interest of this Instrument immediately upon its acquisition by Borrower and without any further mortgage, conveyance, assignment or transfer. Nevertheless, upon Mortgagee's request at any time, Borrower will execute, acknowledge and deliver any additional instruments and assurances of title and will do or cause to be done anything further that is reasonably necessary for carrying out the intent of this Instrument.

35. **INDIANA RESPONSIBLE PROPERTY TRANSFER LAW.** To the best of Borrower's knowledge, none of the Property is within the definition of the term "property" as such term is used in the Indiana Responsible Property Transfer Law ("IRPTL") (Indiana Code 13-25-3-1 *et. seq.*) and the transaction evidenced by this Instrument is not subject to the provisions of IRPTL.

36. **WAIVER OF JURY TRIAL.** BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVES ANY AND ALL RIGHTS THAT BORROWER MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR THE STATE OF INDIANA, TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING RELATING TO THIS INSTRUMENT, THE LOAN DOCUMENTS OR ANY TRANSACTIONS CONTEMPLATED THEREBY OR RELATED THERETO. IT IS INTENDED THAT THIS WAIVER SHALL APPLY TO ANY AND ALL DEFENSES, RIGHTS, CLAIMS AND/OR COUNTERCLAIMS IN ANY SUCH ACTION OR PROCEEDING.

BORROWER UNDERSTANDS THAT THIS WAIVER IS A WAIVER OF A CONSTITUTIONAL SAFEGUARD, AND EACH PARTY INDIVIDUALLY BELIEVES THAT THERE ARE SUFFICIENT ALTERNATE PROCEDURAL AND SUBSTANTIVE SAFEGUARDS, INCLUDING, A TRIAL BY AN IMPARTIAL JUDGE, THAT ADEQUATELY OFFSET THE WAIVER CONTAINED HEREIN.

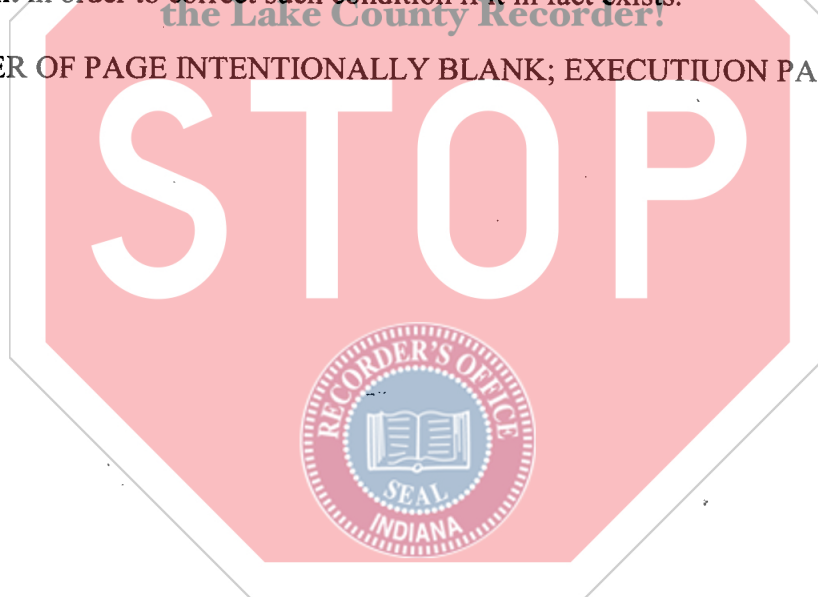
37. **MAXIMUM INTEREST CHARGES.** Notwithstanding anything contained herein or in any of the Loan Documents to the contrary, in no event shall Lender be entitled to receive interest on the Loan in amounts which, when added to all of the other interest charged, paid to or received by Lender on the Loan, causes the rate of interest on the Loan to exceed the highest lawful rate.



Borrower, Lender and Mortgagee intend to comply with the applicable law governing the highest lawful rate and the maximum amount of interest payable.

If the applicable law is ever judicially interpreted so as to render usurious any amount called for under the Loan Documents, or contracted for, charged, taken, reserved or received with respect to the Loan, or if acceleration of the final maturity date of the Loan or if any prepayment by Borrower results in Borrower having paid or demand having been made on Borrower to pay, any interest in excess of the amount permitted by applicable law, then all excess amounts theretofore collected by Lender shall be credited on the principal balance of the Loan (or, if the Loan has been or would thereby be paid in full, such excess amounts shall be refunded to Borrower), and the provisions of the Loan Agreement, this Instrument and any demand on Borrower shall immediately be deemed reformed and the amounts thereafter collectible thereunder and hereunder shall be reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for thereunder and hereunder. The right to accelerate the final maturity date of the Loan does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of the Loan shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread through the full term of the Loan until payment in full so that the rate or amount of interest on account of the Loan does not exceed the applicable usury ceiling. By execution of this Instrument, Borrower acknowledges that it believes the Loan to be nonusurious and agrees that if, at any time, Borrower should have reason to believe that the Loan is in fact usurious, it will give Mortgagee and Lender written notice of its belief and the reasons why Borrower believes the Loan to be usurious, and Borrower agrees that Mortgagee and Lender shall have 90 days following its receipt of such written notice in which to make appropriate refund or other adjustment in order to correct such condition if it in fact exists.

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IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS INSTRUMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS INSTRUMENT ONLY BY ANOTHER WRITTEN INSTRUMENT.

IN WITNESS WHEREOF, Borrower has executed this Instrument or has caused the same to be executed under seal by its duly authorized officer as of the day and year first written above.

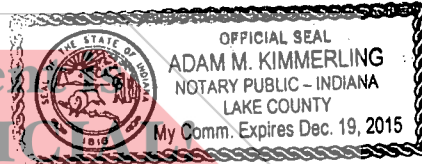
Borrower:

ITR AMERICA, LLC

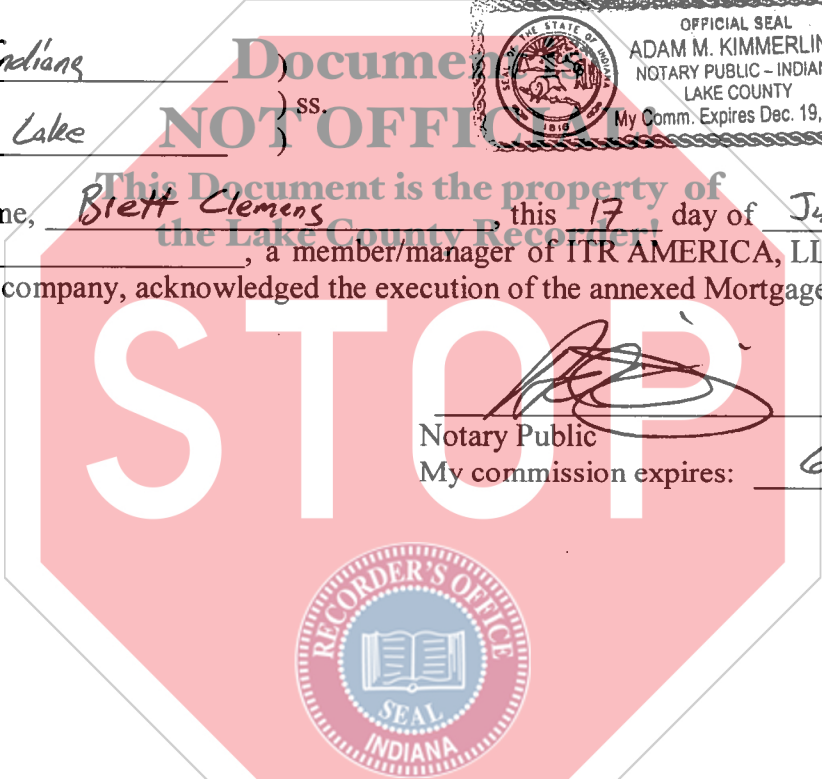
By: Brett Clemens  
Name: BRETT CLEMENS  
Title: PRESIDENT

STATE OF Indiana

COUNTY OF Lake



Before me, Brett Clemens, this 17 day of June, 2013, a member/manager of ITR AMERICA, LLC, a Mississippi limited liability company, acknowledged the execution of the annexed Mortgage.



[Signature]  
Notary Public  
My commission expires: 6-17-13



[EXECUTION PAGE OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING]

Prepared by, recording requested by,  
and after recording, return to:

Kutak Rock LLP  
The Omaha Building  
1650 Farnam Street  
Omaha, NE 68102-2186  
Attention: Sean M. Gillen, Esq.

Prescribed by the  
State Board of Accounts  
(2005)

County Form 170





**REDACTING STATEMENT**

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

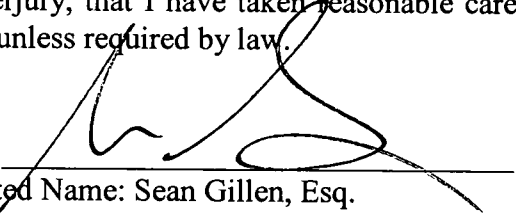
By:   
Printed Name: Sean Gillen, Esq.



EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: LOT 3A IN REPLAT #1 OF NORTH WIND CROSSINGS - UNIT TWO, AN ADDITION TO THE CITY OF HOBART, LAKE COUNTY, INDIANA, PER PLAT THEREOF RECORDED IN PLAT BOOK 105, PAGE 73 AS DOCUMENT NUMBER 2012-042272, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

TOGETHER WITH A NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL EASEMENT FOR THE PURPOSES OF INGRESS AND EGRESS OVER THE FOLLOWING TRACT OF LAND PURSUANT TO THAT CERTAIN SHARED ACCESS EASEMENT AGREEMENT DATED JUNE 28<sup>th</sup>, 2013 RECORDED 7-24-13, 2013 AS INSTRUMENT NUMBER 2013-054007:

PARCEL 2: PART OF LOT 2 IN NORTH WIND CROSSINGS UNIT TWO, AN ADDITION TO THE CITY OF HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 100, PAGE 89 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 16 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2, 50.00 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 56 SECONDS EAST ALONG A LINE PARALLEL WITH AND 50.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 2, 767.86 FEET TO A POINT 40.00 FEET WEST OF THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES 01 MINUTES 11 SECOND EAST PARALLEL WITH THE EAST LINE OF SAID LOT 2, 50.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2, SAID POINT BEING 40.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 43 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2, 768.11 FEET TO THE POINT OF BEGINNING.

TAX IDENTIFICATION NUMBER: PART OF 45-12-11-177-001.000-046



EXHIBIT B

PERMITTED EXCEPTIONS

1. Current real estate taxes not yet due and payable.
2. Possible municipal and/or sewer assessments not yet due and payable.
3. Covenants, conditions, restrictions, easements and building lines as set out on the Plat of Opportunity Subdivision, Unit Four, recorded in Plat Book 98, Page 74.
4. Covenants, conditions, restrictions, easement and building lines as set out on the Plat of North Wind Crossings-Unit Two, recorded in Plat Book 100, page 89 and Replat #1 of North Wind Crossings-Unit Two, recorded as Instrument No. 2012-042272.
5. Declaration of Covenants, Easements, Conditions and Restrictions by Indiana Land Becknell Investors LLC, recorded February 23, 2006 as Instrument No. 2006-014309.
6. Covenants to Provide Storm Water Drainage Easements by Mercantile Bank, as Trustee, recorded February 23, 2006 as Instrument No. 2006-014310.
7. Long-Term Operation and Maintenance Agreement by and between Indiana Land Becknell Investors LLC and the City of Hobart, Indiana, recorded July 25, 2012 as Instrument No. 2012-049975.
8. Shared Access Easement Agreement by and between Indiana Land Becknell Investors L.L.C., a Delaware limited liability company and ITR America, LLC, a Mississippi limited liability company.

