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**THIS INSTRUMENT WAS PREPARED BY AND WHEN RECORDED, SHOULD BE RETURNED TO:**

Morris, Manning & Martin, LLP  
1600 Atlanta Financial Center  
3343 Peachtree Road, NE  
Atlanta, GA 30326  
Attn: Rusty A. Fleming, Esq.

Property Location:  
Store No. 7267  
996 Joliet St.  
Dyer, Indiana 46311  
Lake County

Parcel No:  
45-11-18-128-001.000-034

2014 079668

**LEASEHOLD MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE**

**FILING**

**Document is**

**NOT OFFICIAL!**

dated as of November 20, 2014,

**This Document is the property of  
from  
the Lake County Recorder!**

**TRI CITY FOODS OF INDIANA, INC.,** a Delaware corporation

as Mortgagor,

to

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent,

as Mortgagee

Premises: Store No. 7267 - 996 Joliet St., Dyer, Lake County,  
Indiana 46311

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 DEC 15 AM 11:06

MICHAEL P. BROWN  
RECORDER



CK# 1371002896  
\$55 CT  
CA  
NON  
CONF

LTIC 14-008286-17

UCC #117

8981306 v3

Obligor No.: 0263165788

**CTIC Has made an accomodation  
recording of the instrument.**

83578C

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

THIS LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Mortgage") dated as of November 20, 2014, is executed by **TRI CITY FOODS OF INDIANA, INC.**, a Delaware corporation, as mortgagor (the "Mortgagor"), with a mailing address at 4415 Highway 6, Sugar Land, Texas 77478, to **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Administrative Agent, for the benefit of itself, the Secured Parties, and any other holder of Obligations, with a mailing address at 1808 Aston Avenue, Suite 250, Carlsbad, California 92008, Attn: Loan Administration (herein, together with its successors and assigns, called "Mortgagee"), as Mortgagee.

RECITALS:

WHEREAS, Mortgagor, Houston Foods, Inc., a Texas corporation, Northeast Foods, LLC, a Massachusetts limited liability company, Tri City Foods, Inc., a Delaware corporation, Allstate BK Real Estate Holdings, Ltd., a Texas limited partnership, Tri City Foods of Illinois, Inc., a Delaware corporation, Tri City Foods of Iowa, Inc., a Delaware corporation, Tri City Foods of Minnesota, Inc., a Delaware corporation, Tri City Foods of Nebraska, Inc., a Delaware corporation, and Tri City Foods of Wisconsin, Inc., a Delaware corporation (collectively, the "Borrower") have entered into that certain Credit Agreement dated as of the date hereof by and among the Borrower and the Mortgagee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement);

WHEREAS, the Mortgagor is the owner of a valid and subsisting leasehold interest in the real property described on Exhibit A, Part I attached hereto and incorporated herein by reference; and

WHEREAS, the Mortgagor is required to execute and deliver this Mortgage pursuant to the Credit Agreement.

WITNESSETH:

The Mortgagor, in consideration of the indebtedness herein recited and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has irrevocably mortgaged, freely given, warranted, granted, bargained, alienated, enfeoffed, conveyed, released, sold, confirmed, pledged, assigned and hypothecated and does hereby irrevocably mortgage, freely give, bargain, warrant, pledge, grant, remise, release, alienate, enfeoff, confirm, hypothecate, transfer and sell with mortgage covenants, convey and assign to Mortgagee, with power of sale and right of entry and possession, a continuing security interest in and to, and lien upon, all of the Mortgagor's right, title and interest in and to the following described leasehold estate, land, real property interests, buildings, improvements, fixtures and other collateral:

(a) All estate, right, title and interest of Mortgagor in, to, under or derived from the lease described in Exhibit A, Part II (the "Site Lease") affecting those certain tracts or parcels of land and other real property interests in Lake County, Indiana, as more particularly described in Exhibit A, Part I attached hereto and made a part hereof (the "Land"), and all of the Mortgagor's right, title and interest in and to rights appurtenant thereto, including easement rights; together with all amendments, supplements, consolidations, extensions, renewals and other modifications of the Site Lease now or hereafter entered into in accordance with the provisions thereof (the "Leasehold Estate"); together with all other further, additional or greater estate, right title or interest of Mortgagor in, to, under or derived from the Land, the Leasehold Estate and the Improvements now or hereafter located thereon which may at any time be acquired by Mortgagor by the terms of the Site Lease by reason of the exercise of any option thereunder or otherwise; and

(b) All buildings and improvements of every kind and description now or hereafter erected or placed on the Land (the "Improvements") and all materials intended for construction, reconstruction, alteration and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid Land, and all fixtures now or hereafter owned by the Mortgagor and located on or attached to and used in connection with the aforesaid Land and Improvements (collectively, the "Fixtures"), and subject to the Permitted Liens all articles of personal property now or hereafter owned by the Mortgagor and attached to or contained in and used in connection with the aforesaid Land and Improvements (including, but not limited to, all furniture, furnishings, apparatus, machinery, equipment, motors, elevators, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto), and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the Land and Improvements in any manner (the "Tangible Personalty") and all proceeds of the Tangible Personalty, and all appurtenances to the Leasehold Estate (the "Appurtenances") and all proceeds and products of the Leasehold Estate, including casualty and condemnation proceeds (collectively, the "Proceeds") (hereinafter, the Land, the Leasehold Estate with the Improvements thereon, the Improvements, the Fixtures, the Tangible Personalty, the Appurtenances and the Proceeds may be collectively referred to as the "Premises").

TO HAVE AND HOLD the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging, subject to the Permitted Liens (as defined in the Credit Agreement), to the Mortgagee to secure the Indebtedness (hereinafter defined) and other obligations herein recited; provided that, should (a) the Indebtedness secured hereby be paid in full after all Commitments have expired or terminated and should the Mortgagor fully discharge its obligations secured hereby and satisfy the obligations in full or (b) the conditions set forth in

the Credit Agreement for the release of this Mortgage be fully satisfied, the lien and security interest of this Mortgage shall cease, terminate and be void and the Mortgagee shall promptly cause a release of this Mortgage to be filed in the appropriate office; and until such obligations are fully satisfied, it shall remain in full force and effect.

And, as additional security for the Indebtedness, the Mortgagor hereby irrevocably assigns to the Mortgagee all the security deposits, rents, issues, profits and revenues of the Premises from time to time accruing (the "Rents and Profits"), including during any period of redemption, which assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Notwithstanding the foregoing, so long as no Event of Default (as defined in the Credit Agreement) shall exist, the Mortgagor shall have a license (which license shall terminate automatically and without notice upon the occurrence and during the continuance of an Event of Default) to collect, but not prior to accrual, all Rents and Profits. In the event, however, that the Mortgagor shall cure any such Event of Default, then the license granted under this paragraph shall be reinstated unless and until another Event of Default occurs, at which time the license shall again terminate.

As additional collateral and further security for the Indebtedness, the Mortgagor does hereby assign to the Mortgagee and grants to the Mortgagee a security interest in all of the right, title and the interest of the Mortgagor in and to any and all insurance policies and proceeds thereof and to the extent assignable any and all leases other than the Site Lease (including equipment leases), rental agreements, management contracts, construction contracts, architects' contracts, technical services agreements, or other contracts, licenses and permits to the extent now or hereafter relating solely to the Premises (the "Intangible Personalty") or any part thereof, and the Mortgagor agrees to execute and deliver to the Mortgagee such additional instruments, in form and substance reasonably satisfactory to the Mortgagee, as may hereafter be reasonably requested by the Mortgagee to evidence and confirm said permitted assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by the Mortgagee to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon the Mortgagee any obligation with respect thereto. Notwithstanding the foregoing provisions, such assignment and grant of security interest contained herein shall not extend to, and the Intangible Personalty shall not include, any personalty which is now or hereafter held by the Mortgagor as licensee, lessee or otherwise, to the extent that such personalty is not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law); provided, however, that the foregoing assignment and grant of security interest shall extend to, and the Intangible Personalty shall include, any and all proceeds of such personalty to the extent that the assignment or encumbering of such proceeds is not so restricted under the terms of the license, lease or other agreement applicable thereto.

All the Tangible Personalty which comprises a part of the Premises shall, as far as permitted by law, be deemed to be affixed to the aforesaid Land and conveyed therewith. The Mortgagor hereby grants a security interest in (a) the balance of the Tangible Personalty, (b) the Leasehold Estate, (c) the Fixtures, (d) the Rents and Profits and (e) the Intangible Personalty, and



this Mortgage shall be considered to be a security agreement which creates a security interest in such items for the benefit of the Mortgagee. In that regard, the Mortgagor grants to the Mortgagee all of the rights and remedies of a secured party under the laws of the state in which the Premises are located.

The Mortgagor and the Mortgagee covenant, represent and agree as follows:

## ARTICLE I

### Indebtedness Secured

1.1 Indebtedness. The Mortgagee has established up to ONE HUNDRED FORTY-SIX MILLION AND NO/100 DOLLARS (\$146,000,000.00) in secured credit facilities in favor of the Mortgagor pursuant to the terms of the Credit Agreement, which credit facilities mature on November 20, 2019. This Mortgage is given to secure the payment and performance by the Mortgagor and the other Loan Parties of (a) all Obligations, (b) all obligations under Related Credit Arrangements, and (c) all obligations and liabilities incurred in connection with the collection and enforcement of the foregoing (all of which whether now existing or hereafter arising, collectively, the “Indebtedness”).

1.2 Future Advances. This Mortgage is given to secure the Indebtedness together with each advance of any Loan or any other extension of credit, any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure all future advances and readvances or other extensions of credit that may subsequently be made to the Mortgagor or any other Loan Party by the Mortgagee pursuant to the Credit Agreement.

## ARTICLE II

### Mortgagor’s Covenants, Representations and Agreements

2.1 Title to Property. The Mortgagor represents and warrants to the Mortgagee (a) that it has a valid and subsisting leasehold interest in the Land and the Improvements and has the right to encumber and convey the same, and title to such Leasehold Estate and Improvements is free and clear of all liens and encumbrances except for Permitted Liens, (b) that it is the owner of the Tangible Personalty free and clear of all liens and encumbrances except for the Permitted Liens, (c) that it will warrant and defend the title to such property except for Permitted Liens against the claims of all Persons, and (d) the Site Lease creates and constitutes in the tenant thereunder a valid and subsisting leasehold interest in the Leasehold Estate; the Site Lease has not been modified or amended, except as disclosed to Mortgagee in writing; there is no default under the Site Lease, all rents due have been paid in full; no action has commenced and is pending to terminate the Site Lease; and Mortgagor is the owner of the leasehold interest under the Site Lease and Mortgagor is the owner of the Improvements, in each case subject to the provisions of the Site Lease. As to the balance of the Premises, the Rents and Profits and the

Intangible Personalty, the Mortgagor represents and warrants that it will defend such property against the claims of all Persons subject to the Permitted Liens.

2.2 Additional Documents. The Mortgagor agrees to execute and deliver to the Mortgagee, concurrently with the execution of this Mortgage and upon the reasonable request of the Mortgagee from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby. The Mortgagor hereby authorizes the Mortgagee to prepare and file such financing statements, fixture filings, renewals thereof, amendments thereof, supplements thereto and other instruments as the Mortgagee may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereby in accordance with the Uniform Commercial Code as adopted and as in effect in the state in which the Land is located (the "UCC"). The Mortgagee hereby agrees that upon payment in full of the Indebtedness it shall file all UCC terminations and other documents which are necessary to release its interest in the Premises.

2.3 Insurance Proceeds. The Mortgagor assigns to the Mortgagee any proceeds which may become due by reason of any material loss, damage to or destruction of the Premises to which the Mortgagor is entitled. Notwithstanding the foregoing, subject to the provisions of the Credit Agreement, provided no Event of Default has occurred and is continuing, the Mortgagor shall have the right to collect any insurance proceeds and to apply such proceeds to the restoration of the Premises. To the extent such proceeds are applied to the repayment of the balance due under the Loan Documents, if such proceeds exceed the balance due under the Obligations, any such excess shall be repaid to the Mortgagor without penalty or premium.

2.4 Eminent Domain. Subject to the provisions of the Credit Agreement, the Mortgagor assigns to the Mortgagee any proceeds or awards which may become due by reason of any condemnation or other taking for public use of the whole or any part of the Premises or any rights appurtenant thereto to which the Mortgagor is entitled, and such proceeds or awards shall be applied in the same manner the insurance proceeds are applied as set forth herein and in the Credit Agreement. If such proceeds exceed the balance due under the Obligations, any such excess shall be repaid to the Mortgagor. The Mortgagor agrees to execute such further assignments and agreements as may be reasonably required by the Mortgagee to assure the effectiveness of this Section. In the event any Governmental Authority shall require or commence any proceedings for the demolition of any buildings or structures comprising a part of the Premises, or shall commence any proceedings to condemn or otherwise take pursuant to the power of eminent domain a material portion of the Premises, the Mortgagor shall promptly notify the Mortgagee of such requirements or commencement of proceeding (for demolition, condemnation or other taking). Notwithstanding the foregoing, subject to the provisions of the Credit Agreement, provided no Event of Default has occurred and is continuing, the Mortgagor shall have the right to collect and retain any such proceeds or awards.

2.5 Releases and Waivers. The Mortgagor agrees that no release by the Mortgagee of any portion of the Premises, the Rents and Profits or the Intangible Personalty, no subordination of lien, no forbearance on the part of the Mortgagee to collect on any Loan, or any part thereof, no waiver of any right granted or remedy available to the Mortgagee and no action taken or not

taken by the Mortgagee shall, except to the extent expressly released, in any way have the effect of releasing the Mortgagor from full responsibility to the Mortgagee for the complete discharge of each and every of the Mortgagor's obligations hereunder.

## 2.6 Security Agreement.

(a) This Mortgage is hereby made and declared to be a security agreement, encumbering each and every item of Fixtures, Tangible Personalty and Intangible Personalty. In furtherance thereof, in order to secure the payment of the Indebtedness, the Mortgagor hereby grants to the Mortgagee subject to Permitted Liens, a security interest in all of the Mortgagor's right, title and interest in all Fixtures, Tangible Personalty and Intangible Personalty in compliance with the provisions of the UCC. The Mortgagor hereby authorizes the Mortgagee to file financing statements in any jurisdiction and with any filing office that the Mortgagee may determine, in its sole discretion, is necessary or advisable to perfect the security interests granted herein. Such financing statements may describe or indicate the collateral to the extent a security interest therein is granted hereby, including without limitation the description "All goods of the Debtor that are or are to become fixtures located on the Land, whether now owned or hereafter acquired by Debtor and whether now or hereafter located on the Land" or words of similar import. To the extent permitted by applicable law, the remedies for any violation of the covenants, terms and condition of the security agreement herein contained shall be (i) as prescribed herein, (ii) as prescribed by general law or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified under the UCC, all at the Mortgagee's sole election. The Mortgagor and the Mortgagee agree that the filing of such financing statement(s) in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of the Mortgagor and the Mortgagee that everything used in connection with the production of income from the Premises or adapted for use therein or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (A) any such item is physically attached to the improvements, (B) serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein, or (C) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (x) the proceeds of any fire or hazard insurance policy or (y) any award in eminent domain proceedings for a taking or for loss of value or (z) the Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use or occupancy of the Premises, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of the Mortgagor or the Mortgagee as determined by this instrument or impugning the priority of the Mortgagee's lien granted hereby or by any other recorded document, but such mention in such financing statement(s) is declared to be for the protection of the Mortgagee in the event any court shall at any time hold with respect to the foregoing (x) or (y) or (z), that notice of the Mortgagee's priority of interest to be effective against a particular class of persons, must be filed in the UCC records, provided, if there is a conflict between the terms of this paragraph and the terms of the Credit Agreement, the Credit Agreement shall govern.



(b) The Mortgagor warrants that the name and address of the "Debtor" (which is the Mortgagor), are as set forth in the preamble to this Mortgage; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. The Mortgagor warrants that the Mortgagor's exact legal name is correctly set forth in the preamble of this Mortgage. The name and address of Mortgagee, as "Secured Party," is as set forth in the preamble of this Mortgage.

## 2.7 Site Lease.

(a) Mortgagor represents and warrants that (i) Exhibit A, Part II contains a description of the Site Lease; (ii) Mortgagor has furnished to Mortgagee a true and correct copy of the Site Lease; (iii) except as described in Exhibit A, Part II, the Site Lease has not been modified, assigned by Mortgagor or, to the knowledge of Mortgagor, assigned by the landlord thereunder; (iv) the Site Lease is in full force and effect and, to the knowledge of Mortgagor, there is no default, or existing condition which with the giving of notice or passage of time or both would cause a default under the Site Lease; and (v) all consents from Landlord have been obtained as necessary in connection with the execution, delivery and performance of this Mortgage or no consent of Landlord is required under the Site Lease, and the entry of this Mortgage will not cause a default under, the Site Lease.

(b) Mortgagor (i) shall duly and punctually pay, perform and observe all of its obligations under the Site Lease; (ii) shall do all things reasonably necessary or appropriate to enforce, preserve and keep unimpaired the rights of Mortgagor subject to Permitted Liens; (iii) shall not enter into any material amendment or other agreement or take any other action or fail to take any action that would materially increase or terminate any rights of Mortgagor or of the landlord under the Site Lease or subordinate any right of Mortgagor under the Site Lease to any lien other than Permitted Liens or as otherwise required under the Site Lease; (iv) except as set forth in Section 6.14 of the Credit Agreement, Mortgagor shall not permit the Site Lease to be modified, terminated or amended; and (v) shall give notice to the Administrative Agent of any default (or receipt of notice of any claimed default) under the Site Lease which, with the passage of time or the giving of notice, or both, would constitute an Event of Default under either Section 8.01(m) or Section 8.01(n) of the Credit Agreement. Upon and during the continuance of an Event of Default, Mortgagee is hereby irrevocably appointed the true and lawful attorney of Mortgagor and any subsequent owner of the Premises to exercise, in its own name and stead or in the name of Mortgagor, each right or option of Mortgagor under the Site Lease to extend the term thereof or to purchase or otherwise acquire the interest of the landlord under the Site Lease, and for that purpose Mortgagee may execute all necessary documents and instruments to exercise each option and may substitute Persons with like power, Mortgagor or any subsequent owner of the Premises hereby ratifying and confirming all that their said attorney or such substitutes shall lawfully do by virtue hereof. Nevertheless, Mortgagor or any subsequent owner of the Premises, if so requested in writing by Mortgagee shall ratify and confirm the exercise of any such option by executing and delivering to Mortgagee or to such purchasers any instrument which, in the judgment of Mortgagee, is suitable or appropriate therefor. Mortgagor acknowledges (i) that this power of attorney is given to Mortgagee in consideration for Mortgagee's (A) making of the Loan and (B) not requiring Mortgagor to exercise the option to



extend the term of the Site Lease or exercise any purchase option before the Closing Date, (ii) that it is reasonable for Mortgagee to require the leasehold term to extend beyond the maturity of the Note; (iii) that if any option is exercised by Mortgagee, Mortgagor agrees it is and shall remain solely liable with respect thereto as tenant under the Site Lease and releases Mortgagee from any and all liability with respect thereto or claims relating thereto.

(c) So long as any portion of the Obligations shall remain unpaid, unless Mortgagee shall otherwise consent, the fee title to the Land and the leasehold estate therein created pursuant to the provisions of the Site Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in Mortgagor, the owner, or in any other person by purchase, operation of law or otherwise. Mortgagee reserves the right, at any time, to release portions of the Premises, including, but not limited to, the leasehold estate created by the Site Lease, with or without consideration, at Mortgagee's election, without waiving or affecting any of its rights hereunder or under the Loan Documents and any such release shall not affect Mortgagee's rights in connection with the portion of the Premises not so released.

(d) So long as any portion of the Obligations remains unpaid, if Mortgagor shall become the owner and holder of the fee title to the Land, the lien of this Mortgage shall be spread to cover Mortgagor's fee title to the Land and said fee title shall be deemed to be included in the Premises. Mortgagor agrees to execute any and all documents or instruments necessary to subject its fee title to the Land to the lien of this Mortgage, in form and substance satisfactory to Mortgagee.

(e) Mortgagor hereby unconditionally assigns, transfers and sets over to Mortgagee all of Mortgagor's claims and rights to the payment of damages arising from any rejection by the owner of the Site Lease under the United States Bankruptcy Code (the "Bankruptcy Code"). Mortgagee shall have the right to proceed in its own name or in the name of Mortgagor in respect of any claim, suit, action or proceeding relating to the rejection of the Site Lease, including, without limitation, the right to file and prosecute, to the exclusion of Mortgagor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the owner under the Bankruptcy Code. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall continue in effect until all of the Obligations shall have been satisfied and discharged in full. Any amounts received by Mortgagee as damages arising out of the rejection of the Site Lease as aforesaid shall be applied first to all costs and expenses of Mortgagee (including, without limitation, attorneys' fees and disbursements) incurred in connection with the exercise of any of its rights or remedies under this Section 2.7(e).

(f) Mortgagor shall not, without Mortgagee's prior written consent, elect to treat the Site Lease as terminated under Section 365(h)(1) of the Bankruptcy Code. Any such election made without Mortgagee's prior written consent shall be void.

(g) If any action, proceeding, motion or notice shall be commenced or filed in respect of Mortgagor or the Premises in connection with any case under the Bankruptcy Code (other than a case under the Bankruptcy Code commenced with respect to Mortgagor), Mortgagee shall

have the option, to the exclusion of Mortgagor, exercisable upon notice from Mortgagee to Mortgagor, to conduct and control any such litigation with counsel of Mortgagee's choice. Mortgagee may proceed in its own name or in the name of Mortgagor in connection with any such litigation, and Mortgagor agrees to execute any and all powers, authorizations, consents and other documents required by Mortgagee in connection therewith. Mortgagor shall pay to Mortgagee all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) paid or incurred by Mortgagee in connection with the prosecution or conduct of any such proceedings within five (5) days after notice from Mortgagee setting forth such costs and expenses in reasonable detail. Any such costs or expenses not paid by Mortgagor as aforesaid shall be secured by the lien of this Mortgage and shall be added to the principal amount of the indebtedness secured hereby. Mortgagor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Site Lease in any such case under the Bankruptcy Code (other than a case under the Bankruptcy Code commenced with respect to Mortgagor) without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld.

(h) Mortgagor shall promptly, after obtaining knowledge thereof, notify Mortgagee of any filing by or against the owner of the Land of a petition under the Bankruptcy Code, setting forth any information available to Mortgagor as to the date of such filing, the court in which such petition was filed, and the relief sought therein. Mortgagor shall promptly deliver to Mortgagee following receipt any and all notices, summonses, pleadings, applications and other documents received by Mortgagor in connection with any such petition and any proceedings relating thereto.

(i) If there shall be filed by or against Mortgagor a petition under the Bankruptcy Code, and Mortgagor, as the tenant under the Site Lease, shall determine to reject the Site Lease pursuant to Section 365(a) of the Bankruptcy Code, then Mortgagor shall give Mortgagee not less than ten (10) days' prior notice of the date on which Mortgagor shall apply to the bankruptcy court for authority to reject the Site Lease. Mortgagee shall have the right, but not the obligation, to serve upon Mortgagor within such 10-day period a notice stating that (i) Mortgagee demands that Mortgagor assume and assign the Site Lease to Mortgagee pursuant to Section 365 of the Bankruptcy Code and (ii) Mortgagee covenants to cure or provide adequate assurance of prompt cure of all defaults and provide adequate assurance of future performance of Mortgagor's obligations under the Site Lease. If Mortgagee serves upon Mortgagor the notice described in the preceding sentence, Mortgagor shall not seek to reject the Site Lease and shall seek court approval to comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Mortgagee of the covenant provided for in clause (ii) of the preceding sentence.

(j) Effective upon the entry of an order for relief in respect of Mortgagor under the Bankruptcy Code, Mortgagor hereby assigns and transfers to Mortgagee a non-exclusive right to apply to the bankruptcy court under Section 365(d)(4) of the Bankruptcy Code for an order extending the period during which the Site Lease may be rejected or assumed.

### ARTICLE III

#### Events of Default

An Event of Default shall exist under the terms of this Mortgage upon the occurrence and during the continuance of an Event of Default under the terms of the Credit Agreement.

### ARTICLE IV

#### Foreclosure

4.1 Acceleration of Secured Indebtedness; Foreclosure. Upon the occurrence and during the continuance of an Event of Default, the Indebtedness and any other obligations due under the Loan Documents, including all accrued interest, may be accelerated by the Mortgagee in accordance with the terms of the Credit Agreement. Upon such acceleration, the Mortgagee may foreclose the lien of this Mortgage by judicial or non-judicial proceeding in a manner permitted by applicable law. To the maximum extent permitted under law, the Mortgagor hereby waives any statutory right of redemption in connection with such foreclosure proceeding.

4.2 Proceeds of Sale. The proceeds of any foreclosure sale of the Premises, or any part thereof, will be distributed and applied in accordance with the terms and conditions of the Credit Agreement (subject to any applicable provisions of applicable law).

### ARTICLE V

#### Additional Rights and Remedies of the Mortgagee

5.1 Rights Upon an Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee, immediately and without additional notice and without liability therefor to the Mortgagor, except for gross negligence, willful misconduct or unlawful conduct as determined by a court of competent jurisdiction by final and nonappealable judgment, may do or cause to be done any or all of the following to the extent permitted by applicable law: (a) exercise its right to collect the Rents and Profits; (b) enter into contracts for the completion, repair and maintenance of the Improvements thereon; (c) expend Loan funds and any rents, income and profits derived from the Premises for the payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Improvements, preservation of the lien of this Mortgage and satisfaction and fulfillment of any liabilities or obligations of the Mortgagor arising out of or in any way connected with the Premises whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Mortgage; (d) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in this Mortgage, the Credit Agreement or the other Loan Documents, or to aid the execution of any power herein granted; and (e) generally, supervise, manage, and contract with reference to the Premises as if the Mortgagee were equitable owner of the Premises. Any amounts expended by the Mortgagee pursuant to this Section 5.1, together with interest thereon at the Default Rate, shall be secured hereby. The Mortgagor also agrees



that any of the foregoing rights and remedies of the Mortgagee may be exercised at any time during the continuance of an Event of Default independently of the exercise of any other such rights and remedies, and the Mortgagee may continue to exercise any or all such rights and remedies until the Event(s) of Default are cured, until foreclosure and the conveyance of the Premises to the high bidder or until the Credit Agreement is no longer in effect or the Indebtedness is otherwise satisfied or paid in full, whichever occurs first.

5.2 Appointment of Receiver. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee shall be entitled, without additional notice and without regard to the adequacy of any security for the Indebtedness secured hereby, whether the same shall then be occupied as a homestead or not, or the solvency of any party bound for its payment, to make application for the appointment of a receiver to take possession of and to operate the Premises, and to collect the rents, issues, profits, and income thereof, all expenses of which shall be added to the Indebtedness and secured hereby. The receiver shall have all the rights and powers provided for under the laws of the state in which the Premises are located, including without limitation, the power to execute leases, the power to exercise the rights and remedies provided to Mortgagor under the Site Lease, and the power to collect the rents, sales proceeds, issues, profits and proceeds of the Premises during the pendency of such foreclosure suit, as well as during any further times when the Mortgagor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, sales proceeds, issues, proceeds and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. All costs and expenses (including receiver's fees, reasonable attorneys' fees and costs incurred in connection with the appointment of a receiver) shall be secured by this Mortgage. Notwithstanding the appointment of any receiver, trustee or other custodian, the Mortgagee shall be entitled to retain possession and control of any cash or other instruments at the time held by or payable or deliverable under the terms of this Mortgage to the Mortgagee to the fullest extent permitted by law until the Indebtedness is otherwise satisfied or paid in full.

5.3 Waivers. No waiver of any Event of Default shall at any time thereafter be held to be a waiver of any rights of the Mortgagee stated anywhere in this Mortgage, the Credit Agreement or any of the other Loan Documents, nor shall any waiver of a prior Event of Default operate to waive any subsequent Event(s) of Default. All remedies provided in this Mortgage, the Credit Agreement or any of the other Loan Documents are cumulative and may, at the election of the Mortgagee, be exercised alternatively, successively, or in any manner and are in addition to any other rights provided by law.

5.4 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, the Mortgagor or the Mortgagor's heirs, devisees, representatives, successors or assigns are occupying or using the Premises, or any part thereof, each and all immediately shall become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; and to the extent permitted by applicable law, the purchaser at such sale, notwithstanding any language herein apparently to the contrary, shall have the sole option to

demand possession immediately following the sale or to permit such occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible detainer) in any court having jurisdiction.

5.5 Marshalling. The Mortgagor hereby waives, in the event of foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure any Loan and any other indebtedness secured hereby or to require the Mortgagee to pursue its remedies against any other such assets.

5.6 Protection of Premises. If the Mortgagor fails to perform the covenants and agreements contained in this Mortgage, the Credit Agreement or any of the other Loan Documents, and such failure continues beyond any applicable grace, notice and cure periods, except in the case of an emergency in which event the Mortgagee may act immediately, then the Mortgagee may take such actions, including, but not limited to, disbursements of such sums, as the Mortgagee in its sole reasonable discretion deems necessary to protect the Mortgagee's interest in the Premises.

#### ARTICLE VI

### Document is

#### General Conditions

NOT OFFICIAL!

6.1 Terms. The singular used herein shall be deemed to include the plural; the masculine deemed to include the feminine and neuter; and the named parties deemed to include their heirs, successors and permitted assigns. The term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

6.2 Notices. The method and effectiveness of delivery of all notices, requests and other communications which relate to this Mortgage shall be governed by the terms of the Credit Agreement.

6.3 Severability. If any provision of this Mortgage is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

6.4 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Mortgage nor the intent of any provision hereof.

6.5 Conflicting Terms. In the event the terms and conditions of this Mortgage conflict with the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control and supersede the provisions of this Mortgage with respect to such conflicts.

6.6 Governing Law. This Mortgage shall be governed by and construed in accordance with the internal law of the state in which the Premises are located.

6.7 Application of the Foreclosure Law. If any provision in this Mortgage shall be inconsistent with any provision of the foreclosure laws of the state in which the Premises are located, the provisions of such laws shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with such laws.

6.8 WRITTEN AGREEMENT.

(a) THE RIGHTS AND OBLIGATIONS OF THE MORTGAGOR AND THE MORTGAGEE SHALL BE DETERMINED SOLELY FROM THIS WRITTEN MORTGAGE AND THE OTHER LOAN DOCUMENTS, AND ANY PRIOR ORAL OR WRITTEN AGREEMENTS BETWEEN THE MORTGAGEE AND THE MORTGAGOR CONCERNING THE SUBJECT MATTER HEREOF AND OF THE OTHER LOAN DOCUMENTS ARE SUPERSEDED BY AND MERGED INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS.

(b) THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS MAY NOT BE VARIED BY ANY ORAL AGREEMENTS OR DISCUSSIONS THAT OCCUR BEFORE, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS.

(c) THIS WRITTEN MORTGAGE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE CURRENTLY NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6.9 WAIVER OF JURY TRIAL. THE MORTGAGEE AND THE MORTGAGOR HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THE MORTGAGEE AND THE MORTGAGOR MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). THE MORTGAGEE AND THE MORTGAGOR (a) CERTIFY THAT NO REPRESENTATIVE, THE MORTGAGEE OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGE THAT THEY HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. THIS WAIVER OF



RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

6.10 Request for Notice. The Mortgagor requests a copy of any statutory notice of default and a copy of any statutory notice of sale hereunder be mailed to the Mortgagor at the address specified in the introductory paragraph on the first page of this Mortgage unless otherwise modified in writing together with a copy to Cohn Birnbaum & Shea at 100 Pearl Street, 12th Floor, Hartford, CT 06103, Attention: Staci H. Bachman.

6.11 State Specific Provisions. In the event of any inconsistencies between this Section 6.11 and any of the other terms and provisions of this Mortgage, the terms and provisions of this Section 6.11 shall control and be binding. With respect to the Premises which are located in the State of Indiana, notwithstanding anything contained herein to the contrary:

- (a) IRPTL Disclosure. None of the Premises is "property" as defined in Indiana Code §13-11-2-174, and no "disclosure document" as used in Indiana Code §13-25-3-2 is required in connection with the execution, delivery or recording of this Mortgage for purposes of the Indiana Responsible Mortgaged Property Transfer Law ("IRPTL" or the "Act") (Indiana Code §13-25-3-1 et. seq.) Mortgagor agrees to comply with the IRPTL requirements in the event the Premises constitutes "property" or becomes subject to the Act.
- (b) Rights and Remedies Under Applicable Law. Notwithstanding anything in this Mortgage, the Credit Agreement, the Note or the other Loan Documents to the contrary, the Mortgagee shall be entitled to all rights and remedies that a "mortgagee" would have under Applicable Law. For purposes of this Subsection, "Applicable Law" means statutory and case law in the state of Indiana (the "State"), including, but not by way of limitation, Mortgage Foreclosure Actions, Ind. Code 32-30-10, Receiverships, Ind. Code 32-30-5, and the UCC. In the event of any inconsistency between the provisions of this Mortgage and the provisions of Applicable Law, the provisions of Applicable Law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provisions of this Mortgage that can be construed in a manner consistent with Applicable Law. Notwithstanding any provision in this Mortgage relating to a power of sale or other provision for sale of the Premises upon a Default other than under a judicial proceeding, any sale of the Premises pursuant to this Mortgage will be made through a judicial proceeding, except as otherwise may be permitted under the UCC.
- (c) Unenforceable Remedies. To the extent Applicable Law limits: (i) the availability of the exercise of any of the remedies set forth in this Mortgage, including without limitation the remedies involving a power of sale on the part of the Mortgagee and the right of the Mortgagee to exercise self-help in connection with the enforcement of the terms of this Mortgage, or (ii) the enforcement of waivers and indemnities made by Mortgagor, such remedies, waivers, or

indemnities shall be exercisable or enforceable, any provisions in this Mortgage to the contrary notwithstanding, if, and to the extent, permitted by the laws in force at the time of the exercise of such remedies or the enforcement of such waivers or indemnities without regard to whether such remedies, waivers or indemnities were enforceable at the time of the execution and delivery of this Mortgage.

- (d) Indebtedness. The term "Indebtedness" as defined in this Mortgage shall include, without limitation, any judgment(s) or final decree(s) rendered to collect any money obligations of Mortgagor to the Mortgagee, on behalf of the Secured Parties, under this Mortgage or any or all of the other Loan Documents. The obtaining of any judgment by the Mortgagee (other than a judgment foreclosing this Mortgage) and any levy of any execution under any such judgment upon the Premises shall not affect in any manner or to any extent the lien of this Mortgage upon the Premises or any part thereof, or any liens, powers, rights and remedies of the Mortgagee hereunder, but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied. Furthermore, Mortgagor acknowledges and agrees that the Indebtedness is secured by the Premises and various other collateral at the time of execution of this Mortgage. Mortgagor specifically acknowledges and agrees that the Premises, in and of itself, if foreclosed or realized upon would not be sufficient to satisfy the outstanding amount of Indebtedness. Accordingly, Mortgagor acknowledges that it is in Mortgagor's contemplation that the other collateral pledged to secure the Indebtedness may be pursued by the Mortgagee against other Mortgagors in separate proceedings in the various states and counties where such collateral may be located and additionally that Mortgagor will remain liable for any deficiency judgments, subject to any applicable exculpation provisions in the Loan Documents, in addition to any amounts the 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 Mortgage, that the obligations evidencing the Indebtedness shall not be deemed merged into any judgment of foreclosure, but shall rather remain outstanding to the fullest extent permitted by Applicable Law.
- (e) No Waiver of Right to Seek Deficiency. Anything contained in Ind. Code. 32-29-7-5 to the contrary notwithstanding, no waiver made by Mortgagor in this Mortgage, the Credit Agreement, the Note or in any of the other terms and provisions of the Loan Documents shall constitute the consideration for or be deemed to be a waiver or release by the Mortgagee or any judgment holder of the Indebtedness secured by this Mortgage of the right to seek a deficiency judgment against the Mortgagor or any other person or entity who may be personally liable for the Note hereby secured, which right to seek a deficiency judgment is hereby reserved, preserved and retained by the Mortgagee for its own behalf and its successors and assigns, subject to any applicable exculpation provisions in the Loan Documents.

- (f) Security Interest – Rents. Without limiting the scope of the assignment of rents contained in this Mortgage, the assignment of rents set forth herein shall constitute an assignment of rents as set forth in Ind. Code 32-21-4-2 and thereby creates, and Mortgagor hereby grants to the Mortgagee, a security interest in the Payments that will be perfected upon the recording of this Mortgage.
- (g) Receiver. Subject to the terms and provisions of this Mortgage, any receiver of the Premises, when duly appointed, shall have all of the powers and duties of receivers pursuant to Applicable Law.
- (h) Future Advances. Pursuant to Ind. Code 32-29-1-10, the lien of this Mortgage with respect to modifications, extensions, renewals and any future advances up to the maximum principal amount of \$219,000,000.00, and made from time to time shall have the same priority to which this Mortgage otherwise would be entitled as of the date this Mortgage is executed and recorded without regard to the fact that any such modification, extension, renewals or future advances may occur after the Mortgage is executed and recorded.
- (i) Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied pursuant to the Loan Documents, subject to Applicable Law.
- (j) Mortgagor Acknowledgment. Mortgagor hereby acknowledges receipt of a copy of this Mortgage in compliance with the Mortgagee's obligation to deliver a copy of the financing statement to Mortgagor pursuant to Section 9.1-502(f) of the UCC.
- (k) Survival. Any of the terms and provisions of this Mortgage that are intended to survive, shall nevertheless survive the release or satisfaction of this Mortgage whether voluntarily granted by the Mortgagee, as a result of a judgment upon judicial foreclosure of this Mortgage or in the event a deed in lieu of foreclosure is granted by Mortgagor to the Mortgagee.
- (l) No Mortgagee-In-Possession. It is understood and agreed that neither this Mortgage nor the exercise by the Mortgagee of any of its rights or remedies under this Mortgage shall be deemed to make the Mortgagee or any of the Secured Parties a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the leases or rents or the use, occupancy, enjoyment or any portion of the Premises, unless and until the Mortgagee, in person or by agent, assumes actual possession thereof; provided, however, no appointment of a receiver for the Premises by any court at the request of the Mortgagee or by agreement with the Mortgagor, or the entering into possession of any part of the Premises by such receiver, shall be deemed to make Mortgagee or any of the Secured Parties a "mortgagee-in-possession" or otherwise responsible or liable in



any manner with respect to the Premises or the use, occupancy, enjoyment or operation of all or any portion thereof.

- (m) State Action. If the Mortgagee brings an action against Mortgagor in the State of Indiana to recover judgment under this Mortgage and any other Loan Document to which Mortgagor is a party, and during the pendency of such action brings a separate action in the State of Indiana under this Mortgage, such actions shall be consolidated if and to the extent required pursuant to Applicable Law.
- (n) Additional Property. If, after the date of this Mortgage, Mortgagor acquires any property located on and used in connection with the Premises and that by the terms of this Mortgage is required or intended to be encumbered by this Mortgage, the property shall become subject to the lien and security interest of this Mortgage immediately upon its acquisition by Mortgagor and without any further mortgage, conveyance, assignment or transfer. Nevertheless, upon the Mortgagee's request at any time Mortgagor 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 Mortgage.
- (o) Enforcement Expenses. This Mortgage shall secure, and the Mortgagee shall be entitled to collect from Mortgagor and add to the Indebtedness, including, without limitation, in any proceeding to enforce this Mortgage or to foreclose upon the Premises, all expenses of any environmental site assessments, environmental audits, environmental remediation costs, appraisals, surveys, engineering studies, wetlands delineations, flood plain studies, and any other similar testing or investigation deemed necessary or advisable by the Mortgagee incurred in preparation for, contemplation of or in connection with the enforcement of this Mortgage and/or the collection of the Indebtedness.
- (p) Maturity Date. The original maturity of the Loan is November 20, 2019, which date may be extended from time to time by Mortgagee without amendment of this Mortgage.
- (q) This Mortgage is intended to be a financing statement within the purview of Section 9-502(b) of the Code with respect to the collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of the Mortgagor (Debtor) and the Lender (Secured Party) are set forth in the introductory paragraph hereto. The Mortgagor's organizational identification number is 5601810. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Land is located. The record owner of the Land is Nicholas Venture, LP, having an address at 8901 N. Oleander Ave., Morton Grove, IL 60053.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Mortgagor, intending to be legally bound hereby, has duly executed and delivered this Mortgage under seal, to be effective as of the date first written above.

**MORTGAGOR:**

**TRI CITY FOODS OF INDIANA, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Shoukatali Dhanani  
Title: President

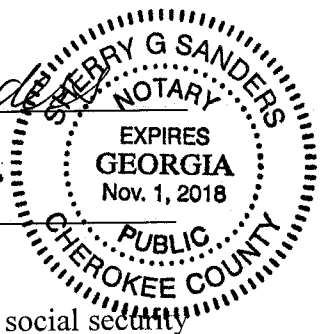
STATE OF GEORGIA     )  
                                  )  
COUNTY OF FULTON    )

ss:

The foregoing Mortgage was acknowledged before me this 13<sup>th</sup> day of November, 2014, by Shoukatali Dhanani, President of TRI CITY FOODS OF INDIANA, INC., a Delaware corporation on behalf of said corporation, as its free act and deed.

**This Document is the property of  
the Lake County Recorder**

*Sherry G Sanders*  
Notary Public, State of Georgia  
**Sherry G Sanders**  
My Commission Expires: \_\_\_\_\_



I affirm under penalties of perjury that I have taken reasonable care to redact each social security number in this document unless required by law. /s/ Rusty A. Fleming

This instrument was prepared by, and when recorded return to:

Rusty A. Fleming, Esq.  
Morris, Manning & Martin, LLP  
1600 Atlanta Financial Center  
3343 Peachtree Road, NE  
Atlanta, Georgia 30326.



Unit:  
Store No. 7267  
996 Joliet St.  
Dyer, Indiana 46311  
Lake County

EXHIBIT A, PART I

DESCRIPTION OF REAL PROPERTY

LOT 6 IN CHEKER COMMERCIAL PARK, IN THE TOWN OF DYER, AS PER PLAT THEROF, RECORDED IN PLAT BOOK 51, PAGE 100, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

Parcel No. 12-14-0176-0006

The record owner of the Land is Nicholas Venture, LP.





Unit:  
Store No. 7267  
996 Joliet St.  
Dyer, Indiana 46311  
Lake County

EXHIBIT A, PART II

DESCRIPTION OF LEASE

Lease Agreement dated December 1, 1991, by and between Nicholas Venture, LP (as successor-in-interest to Whopp Shop Development, Inc.), as Lessor, and Tri City Foods of Indiana, Inc. (as successor-in-interest to Johnson Illinois Development Co.), as Lessee, as the foregoing may have been or may be assigned, amended, supplemented, renewed or otherwise modified from time to time.

