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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 011309

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MICHAEL B. BROWN
RECORDER

REAL ESTATE MORTGAGE AND FIXTURE FILING

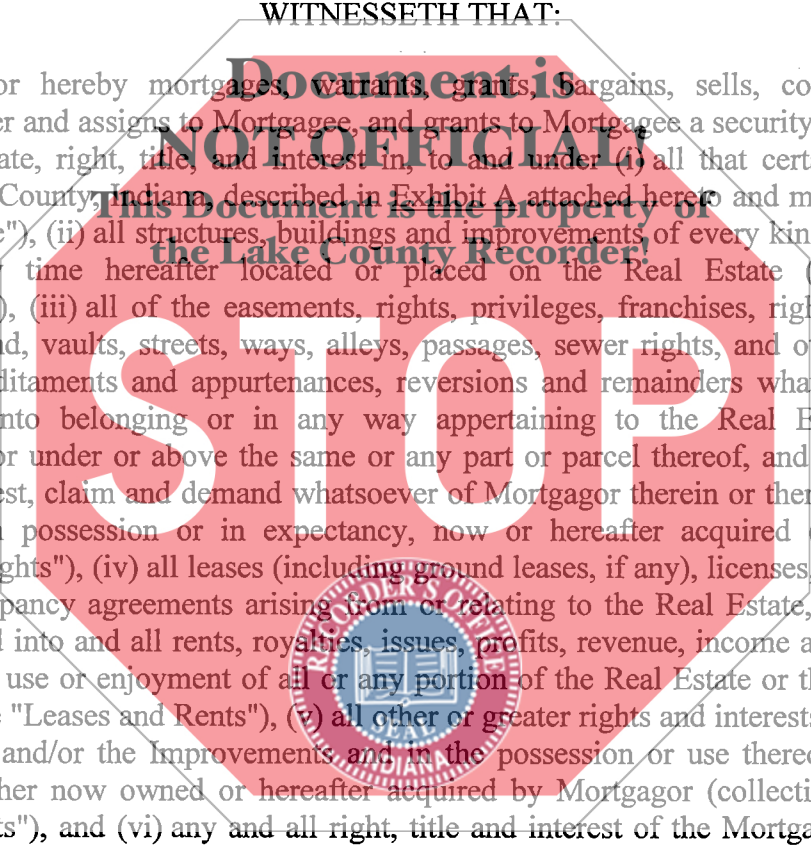
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THIS MORTGAGE, made as of the 18th day of November, 2016, by INDIANA HOLDINGS REAL ESTATE, LLC, an Indiana limited liability company ("Mortgagor"), in favor of ASSOCIATED BANK, NATIONAL ASSOCIATION ("Mortgagee").

WITNESSETH THAT:

Mortgagor hereby mortgages, warrants, grants, bargains, sells, conveys, transfers, pledges, sets over and assigns to Mortgagee, and grants to Mortgagee a security interest in, all of Mortgagor's estate, right, title, and interest in, to and under (i) all that certain real property located in Lake County, Indiana, described in Exhibit A attached hereto and made a part hereof (the "Real Estate"), (ii) all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (collectively, the "Improvements"), (iii) all of the easements, rights, privileges, franchises, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, and other emblements, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, now or hereafter thereunto belonging or in any way appertaining to the Real Estate and/or the Improvements, or under or above the same or any part or parcel thereof, and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired (collectively, the "Appurtenant Rights"), (iv) all leases (including ground leases, if any), licenses, concessions and housing or occupancy agreements arising from or relating to the Real Estate, whether now or hereafter entered into and all rents, royalties, issues, profits, revenue, income and other benefits arising from the use or enjoyment of all or any portion of the Real Estate or the Improvements (collectively, the "Leases and Rents"), (v) all other or greater rights and interests of any nature in the Real Estate and/or the Improvements and in the possession or use thereof or the income therefrom, whether now owned or hereafter acquired by Mortgagor (collectively, the "After-acquired Interests"), and (vi) any and all right, title and interest of the Mortgagor in and to all tangible personal property now or hereafter attached to, located on, or used in connection with the Real Estate, whether now owned or hereafter acquired by Mortgagor whether now owned or hereafter acquired by Mortgagor (collectively, the "Personal Property") (the Real Estate, the Improvements, the Appurtenant Rights, the Leases and Rents, the After-acquired Interests, and the Personal Property are referred to herein collectively as the "Property");

CHICAGO TITLE INSURANCE COMPANY



M.E.
\$40.00
1820501776

SUBJECT, HOWEVER, to the liens and other encumbrances set forth on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions");

FOR THE PURPOSES OF SECURING all of the obligations (i) under that certain Amended and Restated Term Note (the "Term Note") of even date herewith in the original principal amount of Eighteen Million Five Hundred Thousand and 00/100 Dollars (\$18,500,000.00) executed by Sunshine Car Care, LLC, a Delaware limited liability company formerly organized in Florida ("Sunshine") and Oil X-Change LLC, a Wisconsin limited liability company ("OXC"), in favor of Mortgagee (the "Term Note Secured Obligations") and due on November 18, 2023 ("Term Loan Maturity Date"), except as may be accelerated pursuant to the terms hereof or of the Term Note or any other Loan Document (as defined in the Credit Agreement described below), together with all amendments, restatements, supplements, modifications, extensions, consolidations, substitutions and replacements of the Term Note; (ii) under that certain Real Estate Loan Note (the "Real Estate Loan Note" and, together with the Term Note, the "Note") of even date herewith in the original principal amount of Two Million Eight Hundred Twenty-Eight Thousand and 00/100 Dollars (\$2,828,000.00) executed by Mortgagor and Indiana Holdings II Real Estate, LLC, an Indiana limited liability company ("Indiana Real Estate II") in favor of Mortgagee (the "Real Estate Loan Note Secured Obligations" and, together with the Term Note Secured Obligations, the "Secured Obligations") and due on November 18, 2023 ("Real Estate Loan Maturity Date"), except as may be accelerated pursuant to the terms hereof or of the Real Estate Loan Note or any other Loan Document, together with all amendments, restatements, supplements, modifications, extensions, consolidations, substitutions and replacements of the Tem Note; (iii) under that certain Amended and Restated Credit Agreement dated as of June 29, 2014 by and among OXC, Sunshine and Mortgagee, as amended by that certain Second Amendment to Credit Agreement and that certain Joinder Agreement, both of even date herewith and by and among Sunshine, OXC, Mortgagee, Indiana Real Estate II and Mortgagor (such Amended and Restated Credit Agreement, as amended to date, as amended on the date hereof, and as may be amended, restated, supplemented, modified and replaced from time to time hereafter, the "Credit Agreement"); (iv) under this Mortgage or any of the other Loan Documents; and (v) for the reimbursement to Mortgagee of any and all sums incurred, expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage or any of the other Loan Documents, with interest thereon as provided herein or therein (collectively, "Indebtedness");

TO HAVE AND TO HOLD the Property unto Mortgagee, its successors and assigns forever, for the purposes and uses herein set forth;

PROVIDED, HOWEVER, that if the principal and interest and all other sums due under the Note shall have been paid at the time and in the manner described in the Note, then, in such case, this Mortgage shall be satisfied and the estate, right, title, and interest of Mortgagee in the Property shall cease, and Mortgagee shall release this Mortgage and the lien hereof by proper instrument.

SECTION 1**REPRESENTATIONS AND WARRANTIES**

Mortgagor hereby represents and warrants to Mortgagee as follows:

1.1 **Due Organization.** Mortgagor is a limited liability company duly organized and validly existing under the laws of the State of Indiana.

1.2 **Power.** Mortgagor has all requisite power and authority to conduct its business, to own its properties and to execute and deliver this Mortgage and the other Loan Documents to which Mortgagor is a party.

1.3 **Authorization.** The execution, delivery, and performance of the Loan Documents has been duly authorized by all necessary action on the part of the Mortgagor.

1.4 **Enforceability.** Each of the Loan Documents, when duly executed and delivered by Mortgagor for value, will constitute legal, valid and binding obligations of the Mortgagor enforceable in accordance with its terms.

1.5 **Litigation.** There is no litigation or similar proceeding pending or, to Mortgagor's knowledge, threatened against or involving the Mortgagor in any court or before any agency or regulatory body.

1.6 **Conflicts.** Neither the execution and delivery of, nor the consummation of the transactions contemplated by, the Loan Documents will conflict with, result in a breach of, or constitute a default under (i) any of the terms, conditions or provisions of any agreement to which Mortgagor is a party, (ii) any law, regulation, order, or decree of any governmental authority, or (iii) any of the organic documents of the Mortgagor.

1.7 **Financial Statements.** The financial information concerning the Mortgagor delivered to Mortgagee in connection with the Real Estate Loan Note, taken as a whole, fairly presents the financial condition and results of the Mortgagor as of the dates thereof.

1.8 **No Default.** Mortgagor is not in default under any other material agreement to which it is a party or by which any of the Property is bound or affected.

1.9 **Title.** Mortgagor has good and marketable title to all of the Property, subject to Permitted Exceptions.

1.10 [Intentionally Deleted]

1.11 **Zoning.** To Mortgagor's knowledge, the Real Estate is properly zoned for its current use.

1.12 **Permits.** Mortgagor possesses, or will possess, all necessary licenses and permits that are required for the conduct of its business and the operation of the Property.

1.13 Taxes. Mortgagor has filed all federal, state and local tax returns which are required to have been filed and has paid all taxes shown on such returns to the extent due.

SECTION 2

COVENANTS

Mortgagor hereby covenants to Mortgagee, its successors and assigns, as follows:

2.1 Preservation of Title. Mortgagor will preserve its interest in and title to the Property and will forever warrant and defend the validity and priority of the lien and security interest created herein against the claims of all persons and parties whomsoever, other than Permitted Exceptions.

2.2 Mechanic's Liens. Mortgagor shall pay when due all claims and demands of mechanics, materialmen, laborers and others for any work performed or materials delivered for the Real Estate or the Improvements.

2.3 Payment of Taxes. Mortgagor shall pay before the same shall become due all taxes and assessments which are or may become due on the Property or which are assessed against or imposed upon the Property.

2.4 Waste; Alteration of Improvements. Mortgagor shall (i) maintain the Property in good condition and repair, subject to ordinary wear and tear, (ii) shall not commit, suffer or permit any waste on the Property nor take any actions that might invalidate any insurance carried on the Property, (iii) comply with all laws, ordinances, regulations and restrictions now or hereafter affecting the Property and (iv) not remove, demolish or materially alter any of the Improvements, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld.

2.5 Insurance.

(a) Mortgagor shall at all times keep in full force and effect the policies of insurance with respect to the Property required under the Credit Agreement.

(b) In the event of any damage or destruction to the Property, Mortgagor shall take such actions, and all proceeds shall be disbursed, as required under the Credit Agreement.

2.6 Casualty and Condemnation. Mortgagor shall take such actions, and all proceeds shall be disbursed, as required under the Credit Agreement in connection with the occurrence of any casualty affecting, or the institution of any proceedings for eminent domain or for the condemnation of, the Property or any portion thereof.

2.7 Inspection. Mortgagee shall have the right at any time, upon reasonable prior notice to Mortgagor, to enter upon the Real Estate for the purpose of inspecting the same, to examine the books and records of the Mortgagor, or to exercise any of Mortgagee's rights and remedies under the Loan Documents. Mortgagor agrees to make all reasonable efforts, as may reasonably be required by Mortgagee, to assist with such inspections, including providing for

inspection rights for Mortgagee in all construction contracts entered into by Mortgagor and providing continuous access to the Property to Mortgagee. Mortgagor further acknowledges that all of Mortgagee's inspections are solely for the benefit of Mortgagee and that in no event shall Mortgagor be entitled to rely on the same. Mortgagor further waives all claims, if any, arising from or related to Mortgagee's inspections of the Property or failure to complete the same; provided however that Mortgagee shall indemnify Mortgagor for any and all costs and expenses, including reasonable attorney's fees and costs, arising from any damage to the Property caused by Mortgagee or its agents.

2.8 [Intentionally Deleted]

2.9 No Conveyance. Mortgagor shall not convey, mortgage, transfer, alienate, lease, or assign the Property, or any interest therein, except for (i) leases with tenants, the form and substance of which are approved by Mortgagee, (ii) transfers resulting from condemnation or eminent domain, or (iii) as may be permitted under the Credit Agreement (the "Permitted Transfers").

NOT OFFICIAL!
SECTION 3
This Document is the property of
the Lake County Recorder
EVENTS OF DEFAULT AND REMEDIES

3.1 Events of Default. The occurrence of any of the following (each an "Event of Default") and failure to cure the same within any applicable cure period shall constitute a breach of and a default under this Mortgage:

- (a) The occurrence of an "Event of Default" under the Credit Agreement; or
- (b) Except for Permitted Transfers, Mortgagor shall convey, alienate, lease, transfer or assign any interest in the Real Estate or the Improvements, whether voluntarily or involuntarily, or otherwise violate Section 2.9 of this Mortgage.

3.2 Remedies. Upon the occurrence of an Event of Default, Mortgagee shall have the right to take any one or more of the following actions:

(a) Declare the Note to be due and payable, and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind except as otherwise provided herein and without relief from valuation and appraisal laws, and Mortgagor hereby waives notice of intent to accelerate the Note;

(b) Commence an action to foreclose this Mortgage, appoint a receiver or specifically enforce any of the covenants of this Mortgage;

(c) Exercise any or all of the remedies available to a secured party under the Uniform Commercial Code of the state in which the Real Estate is located;

(d) Either in person or by agent, with bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon and

take possession of the Property or any part thereof and do any acts which it deems reasonably necessary to protect and preserve Mortgagee's security;

(e) In addition to the other remedies provided to Mortgagee herein, upon, or at any time after the filing of a complaint to foreclose this Mortgage, without regard to the value of the Property, Mortgagee shall be entitled to seek the appointment of a receiver of the Property by the court in which such complaint is filed; or

(f) Mortgagee may, to the extent permitted by applicable law, sell all or any part of the Property at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by applicable law, or, in the absence of any such requirement, as Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers thereof. Any such sale shall be made to the highest bidder or bidders for cash, and such sale shall be made as required by applicable law. Nothing herein shall be deemed to require Mortgagee to do, and Mortgagee shall not be required to do, any act other than as required by applicable law in effect at the time of any such sale. After such sale, Mortgagee shall make to the purchaser or purchasers good and sufficient deeds, assignments, or bills of sale in the name of Mortgagor, conveying the Property, or any part thereof, so sold to the purchaser or purchasers containing such warranties of title as are customarily given, which warranties shall be binding upon Mortgagor. Sale of a part of the Property shall not exhaust the power of sale, but sales may be made from time to time until the Secured Obligations are paid and performed in full.

3.3 Remedies Not Exclusive; No Waiver. Every power or remedy given Mortgagee by any of the Loan Documents, or to which Mortgagee otherwise may be entitled, may be exercised without prejudice to any other power or remedy, concurrently, independently, in any order or any manner from time to time and as often as may be deemed expedient by Mortgagee. No remedy or power is intended to be exclusive of any other remedy or power, and Mortgagee may pursue inconsistent remedies. The acceptance by Mortgagee of the payment or performance of the Note after the same shall be due shall not constitute a waiver of Mortgagee's right to the prompt payment or performance of same, or to declare a default as herein provided. The acceptance by Mortgagee of any sum in an amount less than the sum then due shall not constitute a waiver of Mortgagor's obligation to pay the entire sum, and such failure shall continue to be a default by Mortgagor notwithstanding Mortgagee's acceptance of such partial payment. Consent by Mortgagee to any action or inaction of Mortgagor which is subject to consent or approval shall not be deemed a waiver of any other or future right of Mortgagee to consent under this Mortgage except as it relates to that provision. Nothing set forth in this Mortgage shall be construed to constitute Mortgagee as a "mortgagee in possession" in the absence of its actual taking possession of the Property pursuant to the powers granted herein.

3.4 Waivers. To the extent permitted by law, Mortgagor hereby agrees that it shall not at any time insist upon, plead, claim or take any benefit or advantage, in any way whatsoever, whether now or in the future, and Mortgagor hereby irrevocably waives, all of the following, whether the same exists under federal or state law, or otherwise at law or in equity:

(a) Any right of redemption of any of the Property after sale under this Mortgage;

(b) All rights and claims it may have in or to any of the Property as a "homestead exemption," or similar exemptions;

(c) Any stay, extension or moratorium law which may extend the period for enforcement of this Mortgage or any period of redemption;

(d) Any and all right to require the marshaling of assets in connection with the exercise of any of Mortgagee's remedies under this Mortgage, it being agreed that Mortgagee shall have the right to determine, in its sole discretion, the order in which any of the Property shall be sold, or the order in which any loan is satisfied from the proceeds of such sale;

(e) Any right to trial by jury in any action, proceeding or counterclaim brought by any party against any other party on any matter arising out of or in any way connected with this Mortgage or the Loan Documents, the relationship between Mortgagor and Mortgagee; and

(f) Any law providing for the valuation or appraisal of all or any part of the Property prior to or after any sale or sales made pursuant to this Mortgage.

3.5 Preservation of Security. In addition to any other rights or remedies of Mortgagee under this Mortgage, should Mortgagor at any time fail to make any payment or perform any obligation under any Loan Document beyond any applicable notice and cure period, Mortgagee, in its sole discretion, without obligation to do so and without notice to or demand upon Mortgagor, and without releasing Mortgagor from any other obligation under the Loan Documents or waiving any of Mortgagee's rights under the Loan Documents, may cure such default of Mortgagor in such manner and to such extent as Mortgagee deems reasonably necessary to protect the security of this Mortgage. In connection therewith, without limiting its general powers, Mortgagee shall have and is hereby given the right, but not the obligation:

(a) After notice of an Event of Default has been provided to Mortgagor, to enter upon and take possession of the Property;

(b) To direct Mortgagor to terminate any management agreement or other contracts, and employ such management agent or other contractors, as Mortgagee may reasonably determine;

(c) To make additions, alterations, repairs and improvements to the Property which Mortgagee deems reasonably necessary to keep the Property in good condition and repair;

(d) To appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Mortgagee;

(e) To pay, purchase, contest or compromise any encumbrance, claim, charge, lien, taxes, premiums or debt which, in the reasonable judgment of Mortgagee, may (i) adversely affect the security of this Mortgage, (ii) adversely affect the Property, or (iii) be prior or superior hereto, except the Permitted Exceptions; and

(f) In exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants.

3.6 Consent to Jurisdiction; Waiver; Other Forums. As set forth in the Credit Agreement, any suit, action or proceeding arising out of or relating to this Mortgage, or any action or proceeding to execute on or otherwise enforce any judgment arising out of an Event of Default or other default under this Mortgage shall be brought and maintained exclusively in the courts of the State of Wisconsin or for the Eastern District of Wisconsin; provided that nothing herein shall preclude Mortgagee from bringing suit or taking other legal action in any other jurisdiction.

3.7 Costs and Expenses of Foreclosure. In any suit to foreclose the lien hereof, any sale under Section 3.2(f) of this Mortgage or enforce any other remedy of Mortgagee under this Mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' costs and fees (including the fees and costs of paralegals), survey charges, appraiser's fees, inspecting engineer's and/or architect's fees, fees for environmental studies and assessments and all additional expenses incurred by Mortgagee with respect to environmental matters, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to, or the value of, or the environmental condition of, the Real Estate and Improvements. All such costs and expenses incurred by Mortgagee shall be secured by this Mortgage, and shall be a part of the Secured Obligations and be repayable by Mortgagor upon demand, with interest at the default rate of interest set forth in the Note.

SECTION 4

MISCELLANEOUS TERMS AND CONDITIONS

4.1 Time of Essence. Time is of the essence with respect to all provisions of this Mortgage.

4.2 Notices. All notices or other written communications contemplated by this Mortgage shall be deemed to have been properly given if provided in the manner set forth in the Credit Agreement.

4.3 Other Instruments and Action. Mortgagor agrees that it will execute such other instruments and documents (and take such other action) as are, or become, necessary or convenient to effectuate and carry out this Mortgage and the transaction contemplated hereby.

4.4 Governing Law. This Mortgage shall be governed, construed, applied and enforced in accordance with the laws of the State of Indiana, without regard to its conflicts of law principles.

4.5 Modification. This Mortgage shall not be modified except through written instrument or superseding agreement executed by the parties hereto, their successors in interest, or their lawful representatives.

4.6 Headings. The headings used in this Mortgage are used for administrative purposes only and do not constitute substantive matters to be considered in construing the terms of this Mortgage.

4.7 Parties Bound. This Mortgage is binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns as permitted by this Mortgage.

4.8 Severability. If any provision of this Mortgage is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element, and, as so modified, such provision shall be deemed a part of this Mortgage. If it is not possible to modify any such provision to eliminate the invalid element, such provision shall be deemed eliminated from this Mortgage. The invalidity of any provision of this Mortgage shall not affect the force and effect of the remaining provisions.

4.9 Fixture Filing. It is intended that this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of the filing of this Mortgage for record with the Recorder of Lake County, Indiana. The information provided in this Section 4.9 is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code as enacted in the State of Indiana, for a mortgage instrument to be filed as a financing statement. Mortgagor is the "Debtor" and its name and a mailing address are set forth in Section 4.2 of this Mortgage. The "Secured Party" is Mortgagee and its name and mailing address from which information concerning the security interest granted herein are set forth in Section 4.2 of this Mortgage. The organizational identification number for Debtor is 201611011164788.

4.10 Indemnity. Mortgagor hereby indemnifies, defends, and holds harmless Mortgagee, including any officers, directors, employees or agents of Mortgagee, from and against any and all losses, liabilities, damages, costs and expenses (including, without limitation, costs of remediation or clean-up, loss of property value or defects in title to the Property, and the reasonable fees and disbursements of Mortgagee's counsel) asserted against or suffered or incurred by Mortgagee in any way relating to or arising out of (i) the generation, storage, manufacturing, refining, releasing, transportation, treatment, disposal or other presence of any hazardous substance on or about or removed from the Property, (ii) the use, operation or occupancy of the Property, including, without limitation, any accident or injury occurring on or about the Property, (iii) Mortgagor's negligence or intentional acts, (iv) the negligence or intended acts of any party acting through, by, under or on the behalf of Mortgagor, or with the consent or approval of Mortgagor, or (v) the Note or any obligation of Mortgagor under any Loan Documents. Such indemnity shall survive (i) a foreclosure of this Mortgage, (ii) any conveyance of the Property or any part thereof in lieu of foreclosure, (iii) the payment and performance of the Note and the other obligations of the Mortgagor to the Mortgagee in connection therewith, (iv) the release of the lien of this Mortgage, and (v) any transfer of Mortgagor's title to or interest in any of the Property. If the Premises are conveyed by foreclosure of the Mortgage, exercise of power of the sale under the Mortgage, or conveyance in lieu of foreclosure, then the foregoing indemnity shall not apply to circumstances that arises solely after and not on or before the date of the conveyance unless such circumstances resulted in whole or in part from acts or omissions by Mortgagor or from acts or omissions prior to the date of the conveyance by Mortgagor or any other person or entity or any condition of the Property existing prior to the date of the conveyance. Notwithstanding anything to the contrary in this

Mortgage, Mortgagor shall not be responsible for and shall have no indemnification liability in connection with any expenses incurred by Mortgagee as a result of Mortgagee's gross negligence or willful misconduct as determined by a final, nonappealable judgment of a court of competent jurisdiction.

4.11 Time of the Essence. Time is of the essence of the payment by Mortgagor of all amounts due and owing to Mortgagee under the Note and the other Loan Documents and the performance and observance by Mortgagor of all terms, conditions, obligations and agreements contained in this Mortgage and the other Loan Documents.

4.12 No Merger. The parties hereto intend that the Mortgage and the lien hereof shall not merge in fee simple title to the Premises, and if Mortgagee acquires any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

4.13 Additional Indebtedness Secured. All persons and entities with any interest in the Real Estate or about to acquire any such interest should be aware that this Mortgage secures more than the stated principal amount of the Note and interest thereon; this Mortgage secures any and all other amounts which may become due under the Note or any other document or instrument evidencing, securing or otherwise affecting the Indebtedness, including, without limitation, any and all amounts expended by Mortgagee to operate, manage or maintain the Premises or to otherwise protect the Premises or the lien of this Mortgage.

4.14 Maximum Indebtedness. Notwithstanding anything contained herein to the contrary, in no event shall the Indebtedness exceed an amount equal to Forty-Two Million Six Hundred Fifty-Six Thousand and 00/100 Dollars (\$42,656,000.00); provided, however, in no event shall Mortgagee be obligated to advance funds in excess of the face amount of the Note.

4.15 Waiver of Jury Trial. MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL OR HAVING HAD THE OPPORTUNITY TO BE REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS MORTGAGE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS MORTGAGE OR (b) ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST MORTGAGEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

4.16 Conflicts with the Credit Agreement. To the extent the terms of this Mortgage conflict with the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

4.17 Variable Rate Interest. Mortgagor and, by its acceptance hereof, Mortgagee, acknowledge and agree that the rate of interest charged on the principal amount of the Secured Obligations may vary from time to time as more particularly set forth in the Note, the Credit Agreement and the other Loan Documents.

[Signature Page Follows]



IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed by its duly authorized representatives as of the date first written above.

INDIANA HOLDINGS REAL ESTATE LLC,
an Indiana limited liability company

By: _____
Name: Thomas Chambasian
Title: Manager

STATE OF WISCONSIN

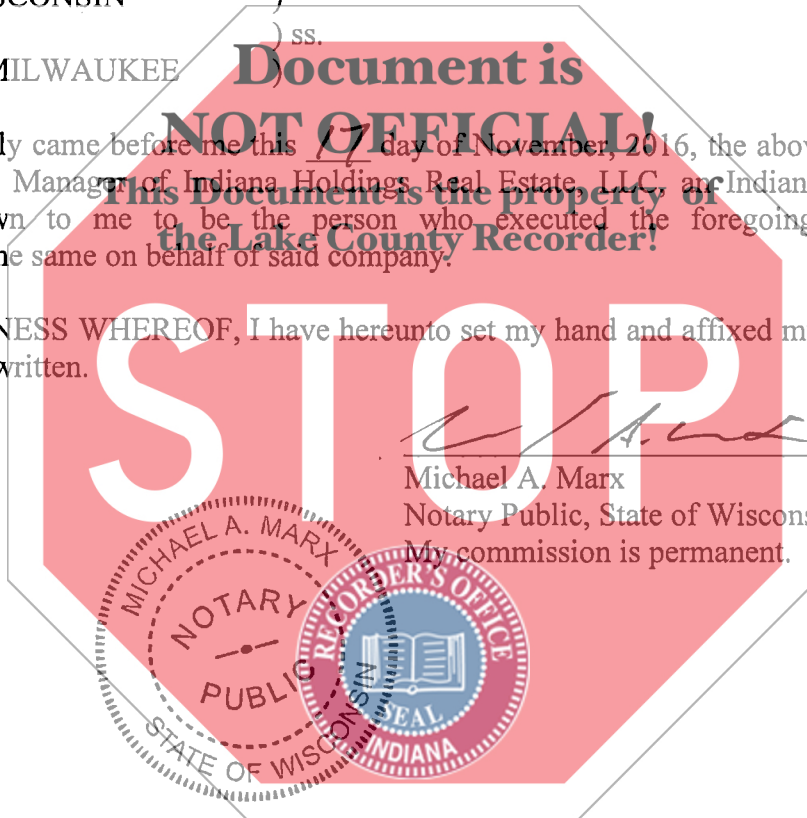
COUNTY OF MILWAUKEE

) ss.

Personally came before me this 17 day of November, 2016, the above named Thomas Chambasian, as Manager of Indiana Holdings Real Estate, LLC, an Indiana limited liability company, known to me to be the person who executed the foregoing instrument and acknowledged the same on behalf of said company.

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

Michael A. Marx
Notary Public, State of Wisconsin
My commission is permanent.



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

This instrument was prepared by, and after recording return to, April R. Schilling, Attorney-at-Law, Quarles & Brady LLP, 135 N. Pennsylvania St., Suite 2400, Indianapolis, Indiana 46204

*Signature Page to Mortgage
Merrillville, Indiana*

Exhibit A

LEGAL DESCRIPTION

Part of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 35 North, Range 8, West of the 2nd Principal Meridian, in the Town of Merrillville, Lake County, Indiana, described as follows:

Beginning at a point 1097.56 feet South of the Northeast corner of said 1/4 1/4 Section on the East line of said Section; thence West, parallel with the North line of said 1/4 1/4 Section, 285 feet; thence South, parallel with the East line of said 1/4 1/4 Section, 225.35 feet; thence East, parallel with the North line of said 1/4 1/4 Section, to the East line thereof; thence North, along the East line thereof, 225.35 feet to the point of beginning, except the North 100 feet thereof and except the West 10 feet of the East 50 feet thereof.

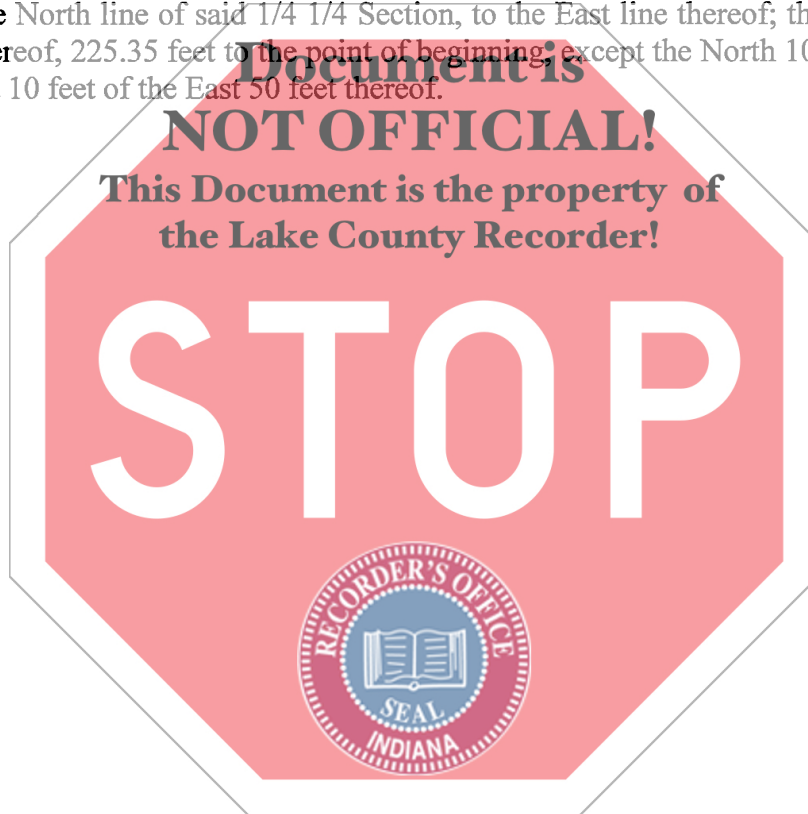


Exhibit B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2016 and subsequent years which are not yet due and payable.
2. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the land taken for or lying within Broadway (State Road No. 53) along the East side of the land.
3. Right of way for drainage, flow and maintenance of Turkey Creek together with an additional 75 foot right of way as provided by IC 36-9-27-33.
4. Drainage rights of the owners and of all parties interested in all lands drained by and through the Turkey Creek.
5. Easement for electrical lines contained in a grant in favor of Northern Indiana Public Service Company dated January 10, 1969 and recorded January 29, 1969 as Document Number 3267.
6. Easement for sewer lines in favor of Merrillville Conservancy District dated January 9, 1965 and recorded March 20, 1965 in Miscellaneous Record 917 page 427.
7. Matters shown on survey by Torrenga Surveying, LLC, dated July 20, 2016 and last revised November 10, 2016 as Job No. 2016-0347, showing the following:
 - a) building lies within the 75' Turkey Creek right of way.

