

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL B. BROWN  
RECORDER

25  
2017 067513

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

From  
**Document is**  
SAFETY-KLEEN SYSTEMS, INC. as Mortgagor

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GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND  
COLLATERAL AGENT, MORTGAGEE

**STOP**

Dated: September 28, 2017  
Premises: East Chicago, Indiana  
Lake County

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

Artemis Anninos, Esq.  
Cahill Gordon & Reindel LLP  
80 Pine Street  
New York, NY 10005

↓  
FIDELITY NATIONAL  
TITLE COMPANY

17-009896

AMOUNT \$ 55 -

CASH \_\_\_\_\_ CHARGE \_\_\_\_\_

CHECK # 1830101193

OVERAGE \_\_\_\_\_

COPY \_\_\_\_\_

NON-COM \_\_\_\_\_

CLERK AM

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated as of September 28, 2017 (this "*Mortgage*"), by Safety-Kleen Systems, Inc., a Wisconsin corporation, having an office at c/o Clean Harbors, Inc., 42 Longwater Drive, Norwell, MA 02061-9149 (the "*Mortgagor*"), to Goldman Sachs Lending Partners LLC, having an office at 200 West Street, 16<sup>th</sup> Floor, New York, NY 10282, as administrative agent and collateral agent (hereinafter, in such capacity together with its successors and assigns, the "*Agent*" or "*Mortgagee*").

WITNESSETH THAT:

WHEREAS, prior to the execution and delivery hereof, Clean Harbors, Inc., a Massachusetts corporation (the "*Borrower*") entered into a Credit Agreement dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"; unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement) with the Lenders from time to time party thereto and the Agent, pursuant to which the Lenders, subject to the terms and conditions set forth therein, have agreed to make Term Loans and other financial accommodations to the Borrower;

WHEREAS, pursuant to the Credit Agreement, Mortgagor has unconditionally and irrevocably guaranteed, as primary obligor and not merely as surety, to the Agent and the Secured Parties (as defined in the Security Agreement) the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations;

WHEREAS, it is a condition to the Lenders making any loans or otherwise extending credit to the Borrower under the Credit Agreement that Mortgagor execute and deliver to the Agent, for the benefit of the Secured Parties and the Agent, this Mortgage in order to secure the payment and performance in full when due of the Secured Obligations;

WHEREAS, the Credit Agreement also requires the granting by the Mortgagor or the other Loan Parties, as applicable, of mortgages, deeds of trust and/or deeds to secure debt (the "*Other Mortgages*") that create liens on and security interests in certain real and personal property other than the Mortgaged Property to secure the performance of the Secured Obligations.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

*Granting Clauses*

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, MORTGAGOR HEREBY MORTGAGES, PLEDGES AND WARRANTS TO MORTGAGEE, WITH RIGHT OF ENTRY FOR THE USE AND BENEFIT OF MORTGAGEE, FOR THE BENEFIT OF THE SECURED PARTIES, ALL OF ITS

INTEREST IN AND TO THE FOLLOWING THAT CONSTITUTES REAL PROPERTY, AND FURTHER GRANTS, PLEDGES AND ASSIGNS TO MORTGAGEE, FOR THE BENEFIT OF THE SECURED PARTIES, A SECURITY INTEREST IN AND TO THE FOLLOWING PROPERTY, now owned or hereafter acquired by Mortgagor or in which Mortgagor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (collectively, the "*Mortgaged Property*"):

(1) the land more particularly described on Exhibit A hereto (the "*Land*"), together with all rights appurtenant thereto, including the easements over certain other adjoining land granted by any easement agreements, covenant or restrictive agreements and all air rights, mineral rights, water rights, oil and gas rights and development rights, if any, relating thereto, and also together with all of the other easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim or demand whatsoever of Mortgagor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired (the "*Premises*");

(2) all buildings, improvements, structures, paving, parking areas, walkways and landscaping now or hereafter erected or located upon the Land, and all fixtures of every kind and type affixed to the Premises or attached to or forming part of any structures, buildings or improvements and replacements thereof now or hereafter erected or located upon the Land (the "*Improvements*");

(3) all apparatus, movable appliances, building materials, equipment, fittings, furnishings, furniture, machinery and other articles of tangible personal property of every kind and nature, and replacements thereof, now or at any time hereafter placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Improvements or the Premises, including all of Mortgagor's books and records relating thereto and including all pumps, tanks, goods, machinery, tools, equipment, lifts (including fire sprinklers and alarm systems, fire prevention or control systems, cleaning rigs, air conditioning, heating, boilers, refrigerating, electronic monitoring, water, loading, unloading, lighting, power, sanitation, waste removal, entertainment, communications, computers, recreational, window or structural, maintenance, truck or car repair and all other equipment of every kind), restaurant, bar and all other indoor or outdoor furniture (including tables, chairs, booths, serving stands, planters, desks, sofas, racks, shelves, lockers and cabinets), bar equipment, glasses, cutlery, uniforms, linens, memorabilia and other decorative items, furnishings, appliances, supplies, inventory, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, freezers, refrigerators, walk-in coolers, signs (indoor and outdoor), computer systems, cash registers and inventory control systems, and all other apparatus, equipment, furniture, furnishings, and articles used in connection with the use or operation of the Improvements or the Premises, it being understood that the enumeration of any specific articles of property shall in no way

result in or be held to exclude any items of property not specifically mentioned (the property referred to in this subparagraph (3), the "*Personal Property*");

(4) all general intangibles owned by Mortgagor to the extent relating to design, development, operation, management and use of the Premises or the Improvements, all certificates of occupancy, zoning variances, building, use or other permits, approvals, authorizations and consents obtained from and all materials prepared for filing or filed with any governmental agency in connection with the development, use, operation or management of the Premises and Improvements, all construction, service, engineering, consulting, leasing, architectural and other similar contracts concerning the design, construction, management, operation, occupancy and/or use of the Premises and Improvements, all architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, environmental studies, engineering reports and similar materials relating to any portion of or all of the Premises and Improvements, and all payment and performance bonds or warranties or guarantees relating to the Premises or the Improvements, all to the extent assignable (the "*Permits, Plans and Warranties*");

(5) all now or hereafter existing leases or licenses (under which Mortgagor is landlord or licensor) and subleases (under which Mortgagor is sublandlord), concession, management, mineral or other agreements of a similar kind that permit the use or occupancy of the Premises or the Improvements for any purpose in return for any payment, or the extraction or taking of any gas, oil, water or other minerals from the Premises in return for payment of any fee, rent or royalty (collectively, "*Leases*"), and all agreements or contracts for the sale or other disposition of all or any part of the Premises or the Improvements, now or hereafter entered into by Mortgagor, together with all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable thereunder ("*Rents*");

(6) all real estate tax refunds and all proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property into cash or liquidated claims ("*Proceeds*"), including, subject to the rights of Mortgagor under the Credit Agreement or other Collateral Documents, Proceeds of insurance maintained by the Mortgagor and condemnation awards, any awards that may become due by reason of the taking by eminent domain or any transfer in lieu thereof of the whole or any part of the Premises or Improvements or any rights appurtenant thereto, and any awards for change of grade of streets, together with any and all moneys now or hereafter on deposit for the payment of real estate Taxes or common area charges levied against the Mortgaged Property, unearned premiums on policies of fire and other insurance maintained by the Mortgagor covering any interest in the Mortgaged Property or required by the Credit Agreement; and

(7) to the extent assignable, all extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to, the Land, the Premises, the Improvements, the Personal Property, the Permits, Plans and Warranties and the Leases, hereinafter acquired by or released to the Mortgagor or constructed, assembled or placed by the Mortgagor on the Land, the Premises or the



Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, deed of trust, conveyance, assignment or other act by the Mortgagor, all of which shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described herein.

TO HAVE AND TO HOLD the Mortgaged Property, unto the Mortgagee, its successors and assigns, for the benefit of the Secured Parties, forever, subject only to Permitted Liens, and to satisfaction and release as provided in Section 3.04 hereof. Notwithstanding the foregoing or anything herein to the contrary, in no event shall "Mortgaged Property" include any Excluded Property.

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ARTICLE I  
*Representations, Warranties and Covenants of Mortgagor*  
**This Document is the property of the Lake County Recorder!**  
Mortgagor agrees, covenants, represents and/or warrants as follows:

SECTION 1.01. *Title, Lien.* Mortgagor has good and marketable fee simple title to the Mortgaged Property, subject only to Permitted Liens. Mortgagor will forever warrant and defend its title to the Mortgaged Property, the rights of Mortgagee therein under this Mortgage and the validity and priority of the lien of this Mortgage thereon against the claims of all persons and parties except those having rights under Permitted Liens (but to the extent of those rights).

SECTION 1.02. *Credit Agreement.* This Mortgage is given pursuant to the Credit Agreement. Mortgagor expressly covenants and agrees to pay when due, and to timely perform, and to cause the other Loan Parties to pay when due, and to timely perform, the Secured Obligations in accordance with the terms of the Loan Documents.

SECTION 1.03. *Maintenance of Mortgaged Property.* Mortgagor will maintain the Improvements and the Personal Property in the manner required by the Credit Agreement.

SECTION 1.04. *Insurance.* Mortgagor shall maintain or cause to be maintained the insurance required by the Credit Agreement and the Security Agreement. If any portion of the Mortgaged Property is located in an area identified as a special flood hazard area by FEMA (or any successor agency), Mortgagor shall maintain or cause to be maintained flood insurance in accordance with the terms of the Credit Agreement.

SECTION 1.05. *Casualty Condemnation/Eminent Domain.* Mortgagor shall give Mortgagee prompt written notice of any casualty or other damage to the Mortgaged Property or any proceeding for the taking of the Mortgaged Property or any portion thereof or interest therein under power of eminent domain or by condemnation or any similar proceeding in accordance with, and to the extent required by, the Credit Agreement. Any net proceeds received by or on behalf of the Mortgagor in respect of any such casualty,

damage or taking shall be applied in accordance with the Credit Agreement and the Security Agreement.

SECTION 1.06. Assignment of Leases and Rents. (a) Mortgagor hereby irrevocably and absolutely grants, transfers and assigns all of its right title and interest in all Leases, together with any and all extensions and renewals thereof for purposes of securing and discharging the performance by Mortgagor of the Secured Obligations. Unless permitted pursuant to, and in accordance with, any applicable Loan Document, Mortgagor has not assigned or executed any assignment of, and will not assign or execute any assignment of, any Leases or the Rents payable thereunder to anyone other than Mortgagee.

(b) All Leases entered into by Mortgagor at the Mortgaged Property following the date hereof shall be subordinate to the lien of this Mortgage unless otherwise contemplated under the Credit Agreement. Mortgagor will not enter into, any Lease if such Lease, as entered into, will not be subordinate to the lien of this Mortgage unless otherwise contemplated under the Credit Agreement.

(c) Subject to Section 1.06(d) hereof, Mortgagor hereby assigns and transferred to Mortgagee all of Mortgagor's right, title and interest in and to the Rents now or hereafter arising from each Lease heretofore or hereafter made or agreed to by Mortgagor, it being intended that this assignment establish, subject to Section 1.06(d) hereof, an absolute transfer and assignment of all Rents and all Leases to Mortgagee and not merely to grant a security interest therein. Subject to Section 1.06(d) hereof, Mortgagee may, in Mortgagor's name and stead (with or without first taking possession of any of the Mortgaged Property personally or by receiver as provided herein), operate the Mortgaged Property and rent, lease or let all or any portion of any of the Mortgaged Property to any party or parties at such rental and upon such terms as Mortgagee shall, in its sole discretion, determine, and may collect and have the benefit of all of said Rents arising from or accruing at any time thereafter or that may thereafter become due under any Lease.

(d) So long as an Event of Default shall not have occurred and be continuing, Mortgagee will not exercise any of its rights under Section 1.06(c) hereof, and Mortgagor shall receive and collect the Rents accruing under any Lease; but after the occurrence and during the continuance of any Event of Default, Mortgagee may, at its option, receive and collect all Rents and enter upon the Premises and Improvements through its officers, agents, employees or attorneys for such purpose and for the operation and maintenance thereof. Mortgagor hereby irrevocably authorizes and directs each tenant, if any, and each successor, if any, to the interest of any tenant under any Lease, respectively, to rely upon any notice of a claimed Event of Default sent by Mortgagee to any such tenant or any of such tenant's successors in interest, and thereafter to pay Rents to Mortgagee without any obligation or right to inquire as to whether an Event of Default actually exists and even if some notice to the contrary is received from the Mortgagor, who shall have no right or claim against any such tenant or successor in interest for any such Rents so paid to Mortgagee. Each tenant or any of such tenant's successors in interest from whom Mortgagee or any officer, agent, attorney or employee of Mortgagee shall have collected any Rents, shall be authorized to pay Rents to Mortgagor only after such tenant or any of their successors in interest shall have received written notice from Mortgagee that the Event of Default is no longer continuing,

unless and until a further notice of an Event of Default is given by Mortgagee to such tenant or any of its successors in interest.

(e) Mortgagee will not become a mortgagee in possession so long as it does not enter or take actual possession of the Mortgaged Property. In addition, Mortgagee shall not be responsible or liable for performing any of the obligations of the landlord under any Lease, for any waste by any tenant, or others, for any dangerous or defective conditions of any of the Mortgaged Property, for negligence in the management, upkeep, repair or control of any of the Mortgaged Property or any other act or omission by any other person unless and until it enters or takes actual possession of the Mortgaged Property.

(f) Mortgagor shall furnish to Mortgagee, within 30 days after a request by Mortgagee to do so, a written statement containing the names of all tenants, subtenants and concessionaires of the Premises or Improvements, and a copy of any Lease; it being understood, however, that Mortgagee shall not request such items more than two times per year.

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SECTION 1.07. Security Agreement. This Mortgage is both a mortgage of real property and a grant of a security interest in personal property, and shall constitute and serve as a "Security Agreement" within the meaning of the uniform commercial code as adopted in the state wherein the Premises are located ("UCC"). Mortgagor has hereby granted unto Mortgagee a security interest in and to all the Mortgaged Property described in this Mortgage that is not real property, and simultaneously with the recording of this Mortgage, Mortgagor has filed or will file UCC financing statements, and will file continuation statements prior to the lapse thereof, at the appropriate offices in the jurisdiction of formation of the Mortgagor to perfect the security interest granted by this Mortgage in all the Mortgaged Property that is not real property. Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact and agent, for Mortgagor and in its name, place and stead, in any and all capacities, to execute any document and to file the same in the appropriate offices (to the extent it may lawfully do so), and to perform each and every act and thing reasonably requisite and necessary to be done to perfect the security interest contemplated by the preceding sentence. Mortgagee shall have all rights with respect to the part of the Mortgaged Property that is the subject of a security interest afforded by the UCC in addition to, but not in limitation of, the other rights afforded Mortgagee hereunder and under the Security Agreement.

SECTION 1.08. Filing and Recording. Mortgagor will cause this Mortgage, the UCC financing statements referred to in Section 1.12 hereof, and any other security instrument creating a security interest in or evidencing the lien hereof upon the Mortgaged Property and Mortgagor authorizes Agent to cause any UCC continuation statement and instrument of further assurance to be filed, registered or recorded and, if necessary, refiled, rerecorded and reregistered, in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to perfect the lien hereof upon, and the security interest of Mortgagee in, the Mortgaged Property until this Mortgage is terminated and released in full in accordance with Section 3.04 hereof. Mortgagor will pay all filing, registration and recording fees, all federal, state, county and municipal recording, documentary or intangible Taxes and other Taxes, and all reasonable expenses incidental to

or arising out of or in connection with the execution, delivery and recording of this Mortgage, UCC continuation statements any mortgage supplemental hereto, any security instrument with respect to the Personal Property, Permits, Plans and Warranties and Proceeds or any instrument of further assurance.

SECTION 1.09. Further Assurances. Upon demand by Mortgagee, Mortgagor will, at the cost of Mortgagor and without expense to Mortgagee, do, execute, acknowledge and deliver all such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage, and on demand, Mortgagor will also execute and deliver and hereby appoints Mortgagee, following the occurrence and during the continuance of an Event of Default, as its true and lawful attorney-in-fact and agent, for Mortgagor and in its name, place and stead, in any and all capacities, to execute and file to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments reasonably requested by Mortgagee to evidence more effectively the lien hereof upon the Personal Property and to perform each and every act and thing requisite and necessary to be done to accomplish the same.

SECTION 1.10. Additions to Mortgaged Property. All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor upon the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien and security interest of this Mortgage as fully and completely and with the same effect as though now owned by Mortgagor and specifically described in the grant of the Mortgaged Property above, but at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien and security interest of this Mortgage.

SECTION 1.11. No Claims Against Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, nor as giving Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Mortgagee in respect thereof.



SECTION 1.12. *Fixture Filing.* (a) Certain portions of the Mortgaged Property are or will become “fixtures” (as that term is defined in the UCC) on the Land, and this Mortgage, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said UCC upon such portions of the Mortgaged Property that are or become fixtures.

(b) The real property to which the fixtures relate is described in Exhibit A attached hereto. The record owner of the real property described in Exhibit A attached hereto is Mortgagor. The name, type of organization and jurisdiction of organization of the debtor for purposes of this financing statement are the name, type of organization and jurisdiction of organization of the Mortgagor set forth in the first paragraph of this Mortgage, and the name of the secured party for purposes of this financing statement is the name of the Mortgagee set forth in the first paragraph of this Mortgage. The mailing address of the Mortgagor/debtor is the address of the Mortgagor set forth in the first paragraph of this Mortgage. The mailing address of the Mortgagee/secured party from which information concerning the security interest hereunder may be obtained is the address of the Mortgagee set forth in the first paragraph of this Mortgage.

SECTION 1.13. *Conflicts.* In the event of a conflict between any provision of this Mortgage and any provision of the Credit Agreement, the Credit Agreement shall govern.

SECTION 1.14. *Savings Clause.* Any provision herein to the contrary notwithstanding, Mortgagor makes no assignment or grant of rights with respect to any (i) personal property or (ii) any general intangibles or any other rights to any Leases, management agreements, contracts, insurance proceeds, instruments, licenses or other documents (collectively, “Contract Rights”), as to which the grant of a security interest therein would constitute a violation of applicable law or of any valid and enforceable obligation in favor of a third party relating to such personal property or under such Contract Rights.

SECTION 1.15. *Limitation on Liens; Transfer Restrictions.*

(a) Except for the Permitted Liens and the Lien of this Mortgage, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Mortgaged Property or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by the Credit Agreement, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease, or otherwise transfer all or any part of the Mortgaged Property.

## ARTICLE II

### *Defaults and Remedies*

SECTION 2.01. Events of Default. Any Event of Default (under and as defined in the Credit Agreement) shall constitute an Event of Default under this Mortgage.

SECTION 2.02. Demand for Payment. Subject to the terms of the Credit Agreement, if an Event of Default shall occur and be continuing, then, upon written demand of Mortgagee, Mortgagor will pay to Mortgagee all amounts due hereunder and under the Credit Agreement and the Security Agreement and such further amount as shall be sufficient to cover the costs and expenses of collection, including attorneys' fees, disbursements and expenses incurred by Mortgagee, and Mortgagee shall be entitled and empowered to institute an action or proceedings at law or in equity for the collection of the sums so due and unpaid, to prosecute any such action or proceedings to judgment or final decree, to enforce any such judgment or final decree against Mortgagor and to collect, in any manner provided by law, all moneys adjudged or decreed to be payable.

SECTION 2.03. Rights To Take Possession, Operate and Apply Revenues.

(a) Subject to the terms of the Credit Agreement, if an Event of Default shall occur and be continuing, Mortgagor shall, upon demand of Mortgagee, forthwith surrender to Mortgagee actual possession of the Mortgaged Property and, if and to the extent not prohibited by applicable law, Mortgagee itself, or by such officers or agents as it may appoint, may then enter and take possession of all the Mortgaged Property without the appointment of a receiver or an application therefor, exclude Mortgagor and its agents and employees wholly therefrom, and have access to the books, papers and accounts of Mortgagor.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by Mortgagee, Mortgagee may to the extent not prohibited by applicable law, obtain a judgment or decree conferring upon Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of the Mortgaged Property to Mortgagee, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor will pay to Mortgagee, upon demand, all reasonable expenses of obtaining such judgment or decree, including reasonable compensation to Mortgagee's attorneys and agents with interest thereon at the rate per annum applicable to overdue amounts under the Credit Agreement (the "*Interest Rate*"); and all such expenses and compensation shall, until paid, be secured by this Mortgage.

(c) Upon every such entry or taking of possession, Mortgagee may, to the extent not prohibited by applicable law, hold, store, use, operate, manage and control the Mortgaged Property, conduct the business thereof and, from time to time, (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon, (ii) purchase or otherwise acquire additional fixtures, personalty and other property, (iii) insure or keep the Mortgaged Property insured, (iv) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same, or (v) enter into any and all agreements with respect to the exercise by others of

any of the powers herein granted Mortgagee, all as may from time to time be directed or determined by Mortgagee to be in its best interest and Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact and agent, following the occurrence and during the continuance of an Event of Default for Mortgagor and in its name, place and stead, in any and all capacities, to perform any of the foregoing acts. Mortgagee may collect and receive all the Rents, issues, profits and revenues from the Mortgaged Property, including those past due as well as those accruing thereafter, and, after deducting (i) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (ii) the costs of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions, (iii) the costs of insurance, (iv) such Taxes and other similar charges as Mortgagee may at its option pay, (v) other proper charges upon the Mortgaged Property or any part thereof and (vi) the compensation, expenses and disbursements of the attorneys and agents of Mortgagee, Mortgagee shall apply the remainder of the moneys and proceeds so received first to the payment of the Mortgagee for the satisfaction of the Secured Obligations, and, if there is any surplus, to Mortgagor, subject to the entitlement of others thereto under applicable law.

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(d) Whenever, before any sale of the Mortgaged Property under Section 2.06 hereof, all Secured Obligations that are then due shall have been paid and all Events of Default fully cured, Mortgagee will surrender possession of the Mortgaged Property back to Mortgagor, its successors or assigns. The same right of taking possession shall, however, arise again if any subsequent Event of Default shall occur and be continuing.

SECTION 2.04. *Right To Cure Mortgagor's Failure to Perform.* Subject to the terms of the Credit Agreement, should Mortgagor fail in the payment, performance or observance of any term, covenant or condition required by this Mortgage, or the Credit Agreement, Mortgagee may pay, perform or observe the same, and all payments made or costs or expenses incurred by Mortgagee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the Interest Rate. Mortgagee shall be the judge using reasonable discretion of the necessity for any such actions and of the amounts to be paid. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or the Improvements or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without having any obligation to so perform or observe and without thereby becoming liable to Mortgagor, to any person in possession holding under Mortgagor or to any other person.

SECTION 2.05. *Right to a Receiver.* If an Event of Default shall occur and be continuing, Mortgagee, shall be entitled to make application to a court of competent jurisdiction for, and (to the extent permitted by law) obtain from such a court, as a matter of right to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the Rents. The receiver shall have all of the rights and powers permitted under the laws of the state wherein the Mortgaged Property is located. Mortgagor shall pay to Mortgagee upon demand all reasonable expenses, including receiver's fees, reasonable attorneys' fees and disbursements, costs and agent's compensation incurred pursuant to the provisions of this Section 2.05; and all such expenses

shall be secured by this Mortgage and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the Interest Rate.

SECTION 2.06. Foreclosure and Sale. (a) Subject to the terms of the Credit Agreement, if an Event of Default shall occur and be continuing, Mortgagee may elect to sell the Mortgaged Property or any part of the Mortgaged Property through judicial foreclosure proceedings. Mortgagee or an officer appointed by a judgment of foreclosure to sell the Mortgaged Property, may sell all or such parts of the Mortgaged Property as may be chosen by Mortgagee at the time and place of sale fixed by it in a notice of sale, either as a whole or in separate lots, parcels or items as Mortgagee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder. Mortgagee or an officer appointed by a judgment of foreclosure to sell the Mortgaged Property may postpone any foreclosure or other sale of all or any portion of the Mortgaged Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale. Without further notice, Mortgagee or an officer appointed to sell the Mortgaged Property may make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale. Any person, including Mortgagor or Mortgagee or any designee or affiliate thereof, may purchase at such sale.

(b) The Mortgaged Property may be sold subject to unpaid Taxes and Permitted Liens, and, after deducting all costs, fees and expenses of Mortgagee (including costs of evidence of title in connection with the sale), Mortgagee or an officer that makes any sale shall apply the proceeds of sale in the manner set forth in Section 2.08 hereof.

(c) Any foreclosure or other sale of less than the whole of the Mortgaged Property or any defective or irregular sale made hereunder shall not exhaust the power of foreclosure or of sale provided for herein; and subsequent sales may be made hereunder until the Secured Obligations have been satisfied, or the entirety of the Mortgaged Property has been sold.

(d) If an Event of Default shall occur and be continuing, Mortgagee may instead of, or in addition to, exercising the rights described in Section 2.06(a) hereof above and either with or without entry or taking possession as herein permitted, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to specifically enforce payment of some or all of the Secured Obligations, or the performance of any term, covenant, condition or agreement of this Mortgage or any other Loan Document or any other right, or (ii) to pursue any other remedy available to Mortgagee, all as Mortgagee shall determine most effectual for such purposes.

(e) Notwithstanding anything in this Section 2.06 to the contrary, the exercise of the rights granted in this Section 2.06 are subject to the Credit Agreement.

SECTION 2.07. Other Remedies. (a) Subject to the terms of the Credit Agreement, in case an Event of Default shall occur and be continuing, Mortgagee may also exercise, to the extent not prohibited by law, any or all of the remedies available to a secured party under the UCC.



(b) In connection with a sale of the Mortgaged Property or any Personal Property and the application of the proceeds of sale as provided in Section 2.08 hereof, Mortgagee shall be entitled to enforce payment of and to receive up to the principal amount of the Secured Obligations, plus all other charges, payments and costs due under this Mortgage, and to recover a deficiency judgment for any portion of the aggregate principal amount of the Secured Obligations remaining unpaid, with interest at the rate set forth in Section 2.11(c) of the Credit Agreement.

SECTION 2.08. Application of Sale Proceeds and Rents.

(a) Subject to the terms of any applicable Intercreditor Agreement, the proceeds received by the Agent of any collection or sale of the Mortgaged Property, at any time after receipt shall be applied as follows:

- (i) first, to pay amounts owing to the Agent (in its capacity as such or as Agent) pursuant to this Mortgage, the Credit Agreement or any other Loan Document;
- (ii) second, to the extent proceeds remain after the application pursuant to preceding clause (i), to the payment of the Secured Obligations in the order or preference provided for in the Credit Agreement; and
- (iii) third, the balance, if any, to the Mortgagor or such other persons entitled thereto.

Upon any sale of Mortgaged Property by the Agent (including pursuant to a statute or under a judicial proceeding), the receipt of the Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Mortgaged Property so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Agent or such officer or be answerable in any way for the misapplication thereof.

If, despite the provisions of this Section 2.08, any Secured Party shall receive any payment or other recovery in excess of its portion of payments on account of the Secured Obligations to which it is then entitled in accordance with this Section 2.08, such Secured Party shall hold such payment or recovery in trust for the benefit of all Secured Parties for distribution in accordance with this Section 2.08.

(b) It is understood that Mortgagor shall remain liable to the extent of any deficiency between the amount of the proceeds of the Mortgaged Property and the aggregate amount of the Secured Obligations.

(c) It is understood and agreed by all parties hereto that the Agent shall have no liability for any determinations made by it in this Section 2.08. The parties also agree that the Agent may (but shall not be required to and shall have no liability for not doing so), at any time and in its sole discretion, and with no liability resulting therefrom, petition a court of competent jurisdiction regarding any application of Mortgaged Property in accordance

with the requirements hereof and of any applicable Intercreditor Agreement, and the Agent shall be entitled to wait for, and may conclusively rely on, any such determination.

(d) Each of the Secured Parties acknowledges and agrees that notwithstanding the date, time or creation of any Liens securing any of the Secured Obligations under this Mortgage or the Collateral Documents, the Secured Obligations shall be equally and ratably secured by the Liens of this Mortgage and the Collateral Documents and all Liens securing any of the Secured Obligations (and any proceeds received from the enforcement of any such Liens) shall be for the equal and ratable benefit of all Secured Parties and shall be applied as provided in clause (a) above. Each Secured Party, by its acceptance of the benefits hereunder and of the Collateral Documents, hereby agrees for the benefit of the other Secured Parties that, to the extent any additional or substitute collateral for any of the Secured Obligations is delivered by a Mortgagor (as defined in the Security Agreement) to or for the benefit of any Secured Party, such collateral shall be subject to the provisions of this clause (d).

(e) Each of the Secured Parties hereby agrees not to challenge or question in any proceeding the validity or enforceability of any Collateral Document (in each case as a whole or any term or provision contained therein) or the validity of any Lien or financing statement in favor of the Agent for the benefit of the Secured Parties as provided in this Mortgage and the other Collateral Documents, or the relative priority of any such Lien.

SECTION 2.09. Mortgagor as Tenant Holding Over. Subject to the terms of the Credit Agreement, if Mortgagor remains in possession of any of the Mortgaged Property after any foreclosure sale by Mortgagee, at Mortgagee's election Mortgagor shall be deemed a tenant holding over and shall forthwith surrender possession to the purchaser or purchasers at such sale or be summarily dispossessed or evicted according to provisions of law applicable to tenants holding over.

SECTION 2.10. Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws. Subject to the terms of the Credit Agreement, Mortgagor waives, to the extent not prohibited by law, (i) the benefit of all laws now existing or that hereafter may be enacted (x) providing for any appraisal or valuation of any portion of the Mortgaged Property and/or (y) in any way extending the time for the enforcement or the collection of amounts due under any of the Secured Obligations or creating or extending a period of redemption from any sale made in collecting said debt or any other amounts due Mortgagee, (ii) any right to at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any homestead exemption, stay, statute of limitations, extension or redemption, or sale of the Mortgaged Property as separate tracts, units or estates or as a single parcel in the event of foreclosure or notice of deficiency, and (iii) all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of or each of the Secured Obligations and marshaling in the event of foreclosure of this Mortgage.

SECTION 2.11. Discontinuance of Proceedings. Subject to the terms of the Credit Agreement, in case Mortgagee shall proceed to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall be discontinued or abandoned for any reason, or shall be determined adversely to Mortgagee,

then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had been taken.

SECTION 2.12. Suits To Protect the Mortgaged Property. Subject to the terms of the Credit Agreement, Mortgagee shall have power (a) to institute and maintain suits and proceedings to prevent any impairment of the Mortgaged Property by any acts that may be unlawful or in violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the Rents arising therefrom and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of or compliance with such enactment, rule or order would impair the security or be prejudicial to the interest of Mortgagee hereunder.

SECTION 2.13. Filing Proofs of Claim. Subject to the terms of the Credit Agreement, in case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor, Mortgagee shall, to the extent permitted by law, be entitled to file proofs of claim and other documents as may be necessary or advisable in order to have the claims of Mortgagee allowed in such proceedings for the Secured Obligations secured by this Mortgage at the date of the institution of such proceedings and for any interest accrued, late charges and additional interest or other amounts due or that may become due and payable hereunder after such date.

SECTION 2.14. Possession by Mortgagee. Subject to the terms of the Credit Agreement, notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor, any of its property or the Mortgaged Property, Mortgagee shall be entitled, to the extent not prohibited by law, to remain in possession and control of all parts of the Mortgaged Property now or hereafter granted under this Mortgage to Mortgagee in accordance with the terms hereof and applicable law.

SECTION 2.15. Waiver. Neither the Agent nor any Secured Party shall by any act (except by a written instrument pursuant to Section 3.07 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Agent or such other Secured Party would otherwise have on any future occasion.

SECTION 2.16. Waiver of Trial by Jury. Mortgagor hereby irrevocably and unconditionally waives trial by jury (which the Agent hereby also waives) in any legal action or proceeding relating to this Mortgage, any other Loan Document and for any counterclaim therein.

SECTION 2.17. Remedies Cumulative. The rights, remedies, powers and privileges herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

### ARTICLE III

#### *Miscellaneous*

SECTION 3.01. Severability. Any provision of this Mortgage that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 3.02. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 9.01 of the Credit Agreement. All communications and notices hereunder to Mortgagor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 9.01 of the Credit Agreement.

SECTION 3.03. Successors and Assigns. The provisions of this Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that Mortgagor may not assign, transfer or delegate any of its rights or obligations under this Mortgage except pursuant to a transaction permitted by the Credit Agreement.

SECTION 3.04. Continuing Security Interest; Release.

(a) This Mortgage and the other Collateral Documents shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon Mortgagor and the successors and assigns thereof and shall inure to the benefit of the Agent and the other Secured Parties and their respective successors, indorsees, transferees and assigns until the Final Date (as defined in the Security Agreement). In addition, the security interests granted hereunder shall terminate and be released, in whole or in part, upon the Discharge of Obligations.

(b) In connection with any termination or release pursuant to paragraph (a), the Agent shall execute and deliver to Mortgagor, at Mortgagor's expense, all documents that Mortgagor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 3.04(b) shall be without recourse to or warranty by the Agent.

SECTION 3.05. Definitions. Section 1.04 of the Credit Agreement shall apply herein *mutatis mutandis*.



SECTION 3.06. Multisite Real Estate Transaction. Mortgagor acknowledges that this Mortgage is one of a number of Other Mortgages and Collateral Documents that secure the Secured Obligations. Mortgagor agrees that the lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee, and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by the Mortgagee of any security for or guarantees of any of the Secured Obligations hereby secured, or by any failure, neglect or omission on the part of Mortgagee to realize upon or protect any Secured Obligations or indebtedness hereby secured or any collateral security therefor including the Other Mortgages and other Collateral Documents. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Secured Obligations secured or of any of the collateral security therefor, including the Other Mortgages and other Collateral Documents or of any guarantee thereof, and Mortgagee may at its discretion foreclose, or exercise any other remedy available to it under any or all of the Other Mortgages and other Collateral Documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Mortgagee's rights and remedies under any or all of the Other Mortgages and other Collateral Documents shall not impair the indebtedness hereby secured or the lien of this Mortgage and any exercise of the rights or remedies of Mortgagee hereunder shall not impair the lien of any of the Other Mortgages and other Collateral Documents or any of Mortgagee's rights and remedies thereunder. Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the Other Mortgages and other Collateral Documents separately or concurrently and in any order that it may deem appropriate and waives any rights of subrogation.

SECTION 3.07. Amendments in Writing. None of the terms or provisions of this Mortgage may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Mortgagor and the Agent in accordance with Section 9.02 of the Credit Agreement.

SECTION 3.08. Reinstatement. This Mortgage and the other Collateral Documents shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Agent or any other Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any other Loan Party, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any other Loan Party or any substantial part of its property, or otherwise, all as though such payments had not been made.

SECTION 3.09. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Mortgage and the exercise of any right or remedy by the Agent hereunder, in each case, with respect to the Mortgaged Property are subject to the limitations and provisions of any applicable Intercreditor Agreement. In the event of any conflict between the terms of such Intercreditor Agreement and the terms of this Mortgage with respect to the Mortgaged Property, the terms of such Intercreditor Agreement shall govern and control.

## ARTICLE IV

### *Particular Provisions*

This Mortgage is subject to the following provisions relating to the particular laws of the state wherein the Premises are located. In the event of any conflict between the terms and provisions contained in the other Articles of this Mortgage and the terms and provisions set forth in this Article IV, the terms and provisions set forth in this Article IV shall govern and control:

SECTION 4.01. Applicable Law. This Mortgage shall be governed by and construed in accordance with the internal law of the state where the Mortgaged Property is located, except that Mortgagor expressly acknowledges that by their terms, the Credit Agreement and other Loan Documents (aside from those Other Mortgages to be recorded outside New York) shall be governed by the internal law of the State of New York, without regard to principles of conflict of law. Mortgagor and Mortgagee agree to submit to jurisdiction and the laying of venue for any suit on this Mortgage in the state where the Mortgaged Property is located.

SECTION 4.02. Local Law Provisions.

(a) Amount of Secured Obligations; Maturity Date. The Secured Obligations secured by this Mortgage consist of Term Loans having an aggregate principal amount of \$400,000,000.00. The maturity date of the Secured Obligations is (i) the Initial Term Loan Maturity Date, June 30, 2024, or (ii) the Latest Maturity Date for any Class of Term Loans outstanding under the Agreement, whichever is later.

(b) Future Advances. Notwithstanding anything contained in this Mortgage or the Loan Documents to the contrary, this Mortgage shall secure: (i) a maximum principal amount of \$800,000,000.00, exclusive of any items described in (ii) below, including any additional advances made from time to time after the date hereof pursuant to the Loan Documents whether made as part of the Secured Obligations secured hereby, made at the option of the Lenders, made after a reduction to a zero (0) or other balance, or made otherwise, (ii) all other amounts payable by Mortgagor, or advanced by the Lenders for the account, or on behalf, of Mortgagor pursuant to the Loan Documents, to the same extent as if the future obligations and advances were made on the date of execution of this Mortgage; and (iii) future modifications, extensions, and renewals of any Loan Documents or Secured Obligations secured by this Mortgage. Pursuant to Ind. Code 32-29-1-10, the lien of this Mortgage with respect to future advances, modifications, extensions, and renewals referred to herein 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 future advances, modifications, extensions, or renewals may occur after this Mortgage is executed. Notwithstanding anything to the contrary contained herein or in the Loan Documents, Mortgagor acknowledges and agrees that the Lenders are under no obligation to make any additional advances following the initial advance evidenced by the Term Loans.

(c) Power of Sale. All references in this Mortgage to a "power of sale" or other non-judicial foreclosure are subject to the understanding that the exercise thereof is absolutely prohibited as to any foreclosure on real property under Indiana law as of the date of this Mortgage; that any such power, right or remedy by which the Agent could conduct, require or enforce a sale or foreclosure of the Premises (other than personal property pursuant to UCC remedies) without judicial proceedings are currently unavailable to the Agent; and that, absent a change in state or federal law preceding and applicable to any foreclosure or sale pursuant to this Mortgage, all such references in this Mortgage shall be of no force or effect for any purpose whatsoever. If, after the date hereof, there shall be a change in Indiana law (or federal law applicable to the State of Indiana) allowing a power of sale or other non-judicial proceedings for foreclosure and sale of the Premises, then Mortgagor agrees that such a change in the law shall apply to this Mortgage, and the Agent may exercise or institute such power of sale or non-judicial proceedings in the manner provided for under such modified law, provided that such application to this Mortgage is not prohibited under such modified law.

(d) Waivers. Nothing in this Mortgage shall be deemed to be (i) a waiver by Mortgagor of the time limitations on issuance of process set out in Ind. Code §32-29-7-3 or (ii) consideration for or be deemed to be a waiver of or release of by Mortgagee or any judgment holder of the Secured Obligations hereby secured as provided in Ind. Code §32-29-7-5 of the right to seek a deficiency judgment against Mortgagor. future advance, modification, extension, or renewal may occur after this Mortgage is executed.

(e) Assignment of Leases and Rents. Without limiting the scope of Section 1.06 hereof, the assignment of Leases and Rents set forth herein shall constitute an assignment of rents as set forth in Ind. Code §32-21-4-2 and thereby create a security interest in the Rents that will be perfected upon the recording of this Mortgage. Such assignment shall run with the land and be good and valid as against Mortgagor and those claiming by, under or through Mortgagor, from the date of recording of this Mortgage. Such assignment shall continue to be operative during the foreclosure or any other proceedings taken to enforce this Mortgage. In the event of a foreclosure sale which results in a deficiency, this assignment shall stand as security during the redemption period for the payment of such deficiency. Such assignment does not and shall not be construed as obligating Mortgagee to perform any of the covenants or undertakings required to be performed by Mortgagor in any Leases.

(f) Remedies Cumulative, Concurrent and Nonexclusive. Subject to the provisions of the Ind. Code §32-30-10-10, which prohibits foreclosing on a mortgage while the plaintiff is prosecuting any other action for the same debt or matter that is secured by the same mortgage, Mortgagee shall have all rights, remedies and recourses granted in the Credit Agreement and available at law or equity (including the UCC), which rights, (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Credit Agreement, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee or Lenders, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action

by Mortgagee or Lenders in the enforcement of any rights, remedies or recourses under the Credit Agreement or otherwise at law or equity shall be deemed to cure any Event of Default.

(g) *Power of Attorney.* In no event shall any power of attorney granted herein give to Agent the right or the power of attorney or authority as attorney on behalf of Mortgagor to: (i) appear in any court of record and waive the service of process in an action to enforce the payment of money claimed to be due on or under this Mortgage; (ii) confess judgment on this Mortgage for a sum of money to be ascertained in a manner other than by action of the court upon a hearing after notice to Mortgagor; or (iii) release errors and rights of appeal from a judgment rendered for the matters described in subclause (i) or (ii) hereof or to consent to the issue of execution on the judgment or the matters described in subclause (i) or (ii) hereof.





IN WITNESS WHEREOF, this Mortgage has been duly executed and delivered to Mortgagee by Mortgagor on the date of the acknowledgment attached hereto.

SAFETY-KLEEN SYSTEMS, INC.,  
a Wisconsin corporation

By: M/Battles  
Printed Name: Michael Battles  
Title: Executive Vice President

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

**Document is NOT OFFICIAL!**

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Michael Battles, the Exec V.P. of Safety-Kleen Systems, Inc., a Wisconsin corporation, who acknowledged the execution of the above and foregoing Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing on behalf of said corporation.

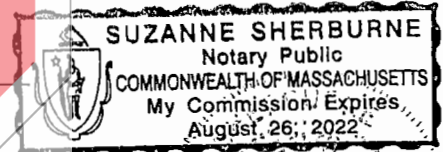
Witness my hand and Notarial Seal this 21 day of September, 2017.

My Commission Expires:  
8/26/2022

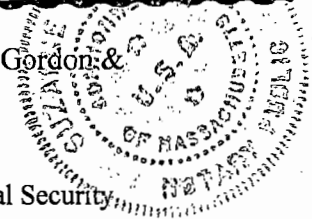
Suzanne Sherburne  
Notary Public

My County of Residence:  
Bristol

Suzanne Sherburne  
Printed



This Instrument prepared by and return after recording to: Artemis Anninos, Esq., Cahill Gordon & Reindel LLP, 80 Pine Street, New York, NY 10005



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

17-009896

## Exhibit A

### Description of the Land

#### PARCEL I

Part of the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Beginning at the point of intersection of a line parallel to and 100 feet North of the South line with a line parallel to and 1140.1 feet East of the West line of the Northeast Quarter of Section 20 aforesaid; thence North on last described line 621.34 feet; thence North-easterly on a curve tangent to last described line and convex to Northwest with a radius of 576.0 feet a distance of 316.28 feet to its intersection with the Southeasterly line of the 66 foot right-of-way of Indiana Harbor Belt Railroad Company; thence Southwesterly along said right-of-way line 612.4 feet to a point of curve; thence South-westerly on a curve tangent to last mentioned line and convex to the Northwest with a radius of 522.47 feet a distance of 239.15 feet to its intersection with the centerline of vacated Indiana Boulevard; thence Southeasterly along the centerline of said Blvd. 189.73 feet; thence deflecting to the left or East 10 degrees 49 minutes for a distance of 111.25 feet to its intersection with a line parallel to and 100 feet North of the South line of the Northeast Quarter of Section 20 aforesaid; and thence East on last described line 377.36 feet to the point of beginning,

#### PARCEL II

Part of the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Beginning at the point of intersection of the East line of the 66 foot right-of-way of the Indiana Harbor Belt Railroad Company (said line being parallel to and 616 feet East of the West line of said Northeast Quarter) with a line parallel to and 1465.0 feet South of the North line of said Northeast Quarter (being also parallel to and 30 feet South of the South line of the 75 foot right-of-way of the South Chicago and Southern Railroad Company at this place); thence East on said parallel line 266.31 feet to a point of curve; thence North-easterly on curve tangent to parallel line and convex to Southeast with radius of 1038 feet a distance of 580.59 feet to its intersection with the Northwesterly line of the 66 foot right-of-way of the Indiana Harbor Railroad Company at this point; thence Southwesterly on said Northwesterly right-of-way line 976.81 feet to point of curve; thence continuing along said right-of-way on curve tangent to said last described line and convex to Northwest with a radius of 588.47 feet a distance of 224.58 feet to its intersection with the Easterly line of a 66 foot right-of-way of the Indiana Harbor Belt Railroad at this point; thence Northerly on said Easterly line 84.0 feet to point of tangent in said right-of-way line and thence North on said tangent right-of-way line 645.72 feet to the point of beginning, EXCEPTING THEREFROM the portion lying Southwesterly of the centerline of vacated Indiana Boulevard.

#### PARCEL III

An irregular shaped parcel of land in the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, In Lake County, Indiana, more particularly described as follows:

That portion of the 66 foot strip of land conveyed by the Calumet Canal and improvement Company to E.C. Belt Railroad Company by deed dated June 4, 1901 and recorded October 25, 1901 In the Office of the Recorder of Lake County, Indiana, In Book 92, page 337 as Document No. 31333 lying between the centerline of Indiana Boulevard (vacated) and a line at right angles to the centerline of said 66 foot strip of land 851.02 feet, measured along said centerline, Southwesterly of a straight line (said straight line being the extension Easterly of centerline of that portion of the public road(Riley Road)) which is parallel to and 1327 feet Southerly of the North line of Section 20.

PARCEL IV

An irregular shaped parcel of land in the Northeast Quarter of Section 20, Township 37 North, Range 9 West the Second Principal Meridian, in the City of East Chicago, Lake County, Indiana, more particularly described follows:

That portion of the 66 foot strip of land conveyed by the Calumet Canal and Improvement Company to E.C. Belt Railroad Company by Deed dated June 4, 1901 and recorded October 25, 1901 in the Office of the Recorder Lake County, Indiana, in Book 92, page 337, lying North-easterly of the Northeasterly line of that part of said foot strip conveyed by Indiana Harbor Belt Railroad Company to Associated Box Corporation by Deed dated June 3, 1948 and recorded June 23, 1948 in Deed Record 813, page 548, and lying Southwesterly of a line at right angles to the centerline of said 66 foot strip of land 368.95 feet, measured along said centerline, Southwesterly a straight line (said straight line being the extension Easterly of the centerline of that portion of the public road (Riley Road)) which is parallel to and 1327 feet Southerly of the North line of Section 20.

PARCEL V

Part of the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian in the City of East Chicago, Lake County, Indiana, more particularly described as follows:

Beginning at the point of intersection of a line that is 596 feet East of and parallel to the West line of the Northeast Quarter of Section 20 and the South line of Riley Road; thence South on the line previously described as being 596 feet East of and parallel to the West line of the Northeast Quarter of Section 20, a distance of 722.01 feet; thence Southwesterly a distance of 67.34 feet to a point on a line 550 feet East of and parallel to the West line of the Northeast Quarter of said Section 20, said point being 722.01 feet South of the South line of Riley Road; thence South on the line previously described as being 550 feet East of and parallel to the West line Northeast Quarter of said Section 20, a distance of 407.74 feet to a point on a line which is 100 feet North of and parallel to the South line of the Northeast Quarter of said Section 20, said line being the North line of the 200 foot waterway deeded to the U.S.A.; thence East on said North line of said waterway a distance of 212.66 feet to the center line of Indiana Boulevard, now vacated; thence Northwesterly on said centerline, which makes an interior angle of 62 degrees 58 minutes 30 seconds with the last described line, a distance of 111.25 feet; thence Northerly on said center line which deflects 10 degrees 49 minutes to the right, a distance of 370.85 feet to a point on a line which is 616 feet East of and parallel to the West line of the Northeast Quarter of said Section 20; thence North on the line previously described as being 616 feet East of and parallel to the West line of the Northeast Quarter of said Section 20, a distance of 722.01 feet to the South line of Riley Road; thence West on said South line of Riley Road to a distance of 20.0 feet to the place of beginning.

PARCEL VI

All that certain piece or parcel of land, 75 feet wide situated in the City of East Chicago, in the County of Lake and State of Indiana, and being part of the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, bounded and described as follows, viz;

Beginning at a point where an Easterly line of land now or formerly of the Northern Indiana Public Service Company meets the Southerly line of Riley Road, 66 feet wide and at the distance of 616.02 feet measured South 88 degrees 59 minutes East along the said Southerly line of Riley Road from the point of meeting with the middle line of Indianapolis Boulevard,



90 feet wide, which is coincident with the line dividing the Northeast Quarter from the Northwest Quarter both of Section 20, the said last mentioned point being at the distance of 1360 feet measured Southwardly along the said middle line of Indianapolis Boulevard, which is coincident with the said line dividing the Northeast Quarter from the Northwest Quarter both of Section 20, from a point at the Northwest corner of the Northeast Quarter of Section 20, extending from the said beginning point the following 6 courses and distances: The first 2 thereof being along the said Southerly line of Riley Road: (1) South 88 degrees 59 minutes East 267.24 feet to a point; (2) Eastwardly, having the said last described course as a tangent on a curve to the left having a radius of 933 feet, the chord of said curve having a bearing of North 72 degrees 13 minutes 32 seconds East for a length of 601.08 feet, an arc length of 611.19 feet to a point; (3) Departing from the said Southerly line of Riley Road South 36 degrees 33 minutes 57 seconds East by land of the South Chicago and Southern Railroad Company 75 feet to a point in a Northerly line of land of the Indiana Harbor Belt Railroad Company; the following 2 courses and distances being along the said Northerly line of the last mentioned land on a line parallel with and distance 75 feet measured Southwardly, radially and at right angles from the Southerly line of Riley Road; (4) Westwardly on a curve to the right having a radius of 1008 feet, the chord of said curve having a bearing of South 72 degrees 13 minutes 32 seconds West for a length of 649.39 feet, an arc length of 661.18 feet, to a point; (5) North 88 degrees 59 minutes West, tangential to the said last described curve, 265.91 feet to a point at a corner of the said last mentioned land and in the Easterly line of the said land now or formerly of the Northern Indiana Public Service Company; and thence (6) due North along the said Easterly line of the last mentioned land, 75 feet to the Place of Beginning, except the portion conveyed to Standard Oil Company in Trustee's Deed recorded March 28, 1984 as Document No. 750633.

**PARCEL VII**

ALL THAT CERTAIN property of the Grantor, being a contiguous and adjacent portion of the line of railroad identified as Line Code 9710, situate in the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, County of Lake and State of Indiana, which is bounded and described in accordance with a Plat of Survey identified as Drawing No. 89312, dated September 22, 1989 and revised June 3, 1990 and prepared by Edward J. Hutson, Registered Land Surveyor No. 0208, of the State of Indiana; as follows:

**BEGINNING** at the point of intersection of a line that is 616 feet east of and parallel to the west line of the Northeast Quarter of said Section 20 and the south line of the 75 foot right of way of the South Chicago & Southern Railroad Company marked by an iron rod; thence South 89°01'30" East along said south right of way line 266.60 feet to an iron rod; thence northeasterly on a curve to the left, 637.14 feet to an iron rod, said curve having a radius of 1,008 feet and a chord that bears North 72°51'30" East, 626.87 feet to the west line of the Standard Oil Company Road; thence South 00°58'30" West along said west line 20.15 feet to an iron rod and the north right of way line of Indiana Harbor Belt Railroad Company; thence South 45°09'59" West along said north right of way line 65.62 feet to an iron pipe; thence on a curve to the right, 579.73 feet to an iron rod, said curve having a radius of 1,038.00 feet and a chord that bears South 74°58'30" West, 572.22 feet; thence North 89°01'30" West, 266.08 feet to an iron rod and to a line parallel to and 616 feet east of the west line of the Northeast Quarter of said Section 20; thence North 00°01'39" West, 30.00 feet to the point of **BEGINNING**.

**PARCEL VIII**

Part of the Southwest Quarter of the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana more particularly



described as follows: Commencing at the Southwest corner of the Northeast Quarter; thence North 00 degrees 01 minutes 39 seconds West, along the West line of the Northeast Quarter 100 feet to the point of beginning; thence continuing North 00 degrees 01 minutes 39 seconds West, along said West line, 1180.35 feet to the South Right of Way line of Riley Road; thence South 89 degrees 01 minutes 30 seconds East, along the South Right of Way line of Riley Road, 596.09 feet; thence South 00 degrees 01 minutes 39 seconds East, parallel with the West line of the Northeast Quarter, 722.01 feet; thence South 43 degrees 03 minutes 54 seconds West, 67.34 feet; thence South 00 degrees 01 minutes 30 seconds East, parallel with the West line of the Northeast Quarter, 407.27 feet; thence North 89 degrees 08 minutes 20 seconds West, parallel with the East-West centerline of Section 20, 550.06 feet to the point of beginning.

