

LIBER 44198 PAGE 89
\$76.00 MORTGAGE
\$4.00 REMONUMENTATION
05/17/2012 02:24:23 PM RECEIPT# 48715
PAID RECORDED - Oakland County, MI
Bill Bullard Jr., Clerk/Register of Deeds

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2012 MAY 16 AM 11:22

**CONTINUING COLLATERAL MORTGAGE
(Michigan - Springfield Township)**

This Continuing Collateral Mortgage ("Mortgage") is made as of May 14, 2012 by Edw. C. Levy Co., a Michigan corporation (individually and collectively if more than one party "Mortgagor"), located at 8800 Dix Avenue, Detroit, Michigan 48209, to JPMorgan Chase Bank, N.A. in its capacity as administrative agent for the Banks (as defined below) ("Mortgagee"), located at 1300 East 9th Street, 13th Floor, Cleveland, Ohio 44114, Attention: Randy Abrams.

THIS IS A FUTURE ADVANCE MORTGAGE.

A. Pursuant to that certain Credit Agreement dated as of May 14, 2012 (as the same may be amended, or otherwise modified from time to time, the "Credit Agreement") by and among Edw. C. Levy Co., a Michigan corporation ("Borrower"), Mortgagee as Administrative Agent and the financial institutions which are named in and are signatories to the Credit Agreement ("Banks"), the Banks have agreed to extend credit to Borrower on the terms set forth in the Credit Agreement.

B. Mortgagor has guaranteed the obligations and liabilities of the Borrower to the Agent and the Banks under a Loan Guaranty (as defined in the Credit Agreement) (as the same may be amended or otherwise modified from time to time, "Guaranty").

C. As a condition to the performance of their respective obligations under the Credit Agreement, the Banks and Mortgagee, as Agent for the Banks, have required that Mortgagor provide this Mortgage to Mortgagee, as Agent for the Banks, granting various security interests, liens and other encumbrances as security for the Mortgagor's and the Borrower's obligations under the Notes, the Credit Agreement and the other Loan Documents.

D. Agent is acting as Agent for the Banks pursuant to Article 8 of the Credit Agreement.

E. Mortgagor is the owner of the real property described in Exhibit A attached hereto.

This Mortgage is made to secure all of the following (individually and collectively the "Indebtedness"):



Misc. Edw C Levy Co
CLI-1983514v1

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- (i) All obligations of the Borrowers and/or the Mortgagor arising under or in connection with the Credit Agreement (including all "Indebtedness" as defined therein) and the Notes issued from time to time pursuant to the Credit Agreement, including the payment of all principal of and interest on the loans thereunder and all fees, expenses, indemnities and other amounts whatsoever now or hereafter from time to time owing by the Borrowers and the Mortgagor to the Lenders (or any of them) thereunder, and all present and future obligations of Borrowers and Guarantors arising under or in connection with any of the other Loan Documents.
- (ii) The payment and performance by the Mortgagor of all of its present and future obligations under the Guaranty.
- (iii) All obligations owing by Borrowers and/or the Mortgagor arising under or in connection with any and all agreements for Letters of Credit in effect from time to time pursuant to the Credit Agreement, and any Letters of Credit issued or to be issued thereunder.
- (iv) The payment of any and all sums, indebtedness and liabilities of any and every kind now owing or later to become due to the Mortgagee or any of the Banks from the Borrower and/or the Mortgagor during the term of this Mortgage, however created, incurred, evidenced, acquired or arising, whether under the above mentioned note(s), guaranty(ies), letter of credit agreement(s), evidence(s) of indebtedness or under any other instrument, obligation, Swap Agreement (as defined in the Credit Agreement), guaranty, contract or agreement or dealing of any and every kind now existing or later entered into between the Mortgagor and/or the Borrower and the Mortgagee or any of the Banks (or, in the case of a Swap Agreement, an Affiliate of a Bank), or otherwise, and whether direct, indirect, primary, secondary, fixed, contingent, joint or several, due or to be come due, together with interest and charges, and including, without limit, all present and future indebtedness or obligations of third parties to the Mortgagee or any of the Banks which is guaranteed by the Mortgagor or the Borrower, and the present or future indebtedness originally owing by the Mortgagor or the Borrower, to third parties and assigned by third parties to the Mortgagee or any of the Banks, and any and all renewals, extensions, modifications, substitutions or replacements of any of them.
- (v) The performance of the covenants in this Mortgage and the repayment of all sums expended by the Mortgagee or any of the Banks in connection with performance of those covenants.

As security for the purposes stated above and elsewhere in this Mortgage, the Mortgagor mortgages and warrants to the Mortgagee, its successors and assigns, for the benefit of the Banks, the lands, premises and property in the County of Oakland in the State of Michigan, described as follows:

Legal Description:

See Attached Exhibit A - Description of Real Estate

Parcel Identification Nos: 07-19-401-007
 07-19-300-011
 07-30-100-006
 07-30-201-003
 06-24-400-004

Together with:

- (a) all related easements, rights-of-way, licenses and privileges;
- (b) all buildings and improvements now or later situated under, upon or over the above described land or any part of it;
- (c) all the tenements, hereditaments, appurtenances, reversions and remainders belonging or pertaining to the above described land and also all other estate, right, title, and interest of the Mortgagor in and to the above described land;
- (d) all the rents, issues, profits, license fees, revenues, charges, accounts and general intangibles arising from the above described land, or relating to any business conducted by the Mortgagor on it, under present or future leases, licenses or otherwise, which are specifically assigned and transferred to the Mortgagee including, without limit, all rights conferred by Act No. 210 of the Michigan Public Acts of 1953, as amended;
- (e) all right, title and interest of the Mortgagor in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, adjoining the above described land;
- (f) all machinery, apparatus, equipment, goods, fittings, fixtures, and articles of personal property of every kind and nature (other than Household Goods, as defined by 12 CFR 227.12, as amended from time to time, unless such good(s) were purchased with the proceeds of any loan or other extension of credit secured by this Mortgage), now or later located in or upon the above described land and used or useable in connection with any present or future operation of the land or any building or buildings now or later on the land and now owned or later acquired by the Mortgagor (individually and collectively the "equipment") including, without limit, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems, and the related machinery, appliances, fixtures and equipment, and all of the right, title and interest of the Mortgagor in and to any equipment which may be subjected to any title retention or security agreement superior in lien to the lien of this Mortgage. It is understood and agreed that all equipment is part and parcel of the mortgaged premises and appropriated to the use of the said real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage, unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged under this Mortgage; and

- (g) any and all awards or payments, including without limit interest on them, and the right to receive them, which may be made with respect to the mortgaged premises as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, (iii) any loss of or damage to any building or other improvement on the above described land, (iv) any other injury to or decrease in the value of the mortgaged premises, (v) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the mortgaged premises or (vi) any refund of utility deposits or right to any tenant deposit. The reasonable attorneys' fees, costs and disbursements incurred by the Mortgagee in connection with the collection of these awards or payments shall be additional Indebtedness secured by this Mortgage. The Mortgagor agrees to execute and deliver, from time to time, further instruments as may be requested by the Mortgagee to confirm the assignment to the Mortgagee of these awards and payments.

Any reference in this Mortgage to the "mortgaged premises" shall, unless the context requires otherwise, be deemed to include and apply to the above described land, buildings, improvements, equipment, rents, issues, profits, leases, easements, tenements, hereditaments, and appurtenances, awards, payments and all other rights, privileges and interests described above. Notwithstanding the foregoing, this Mortgage shall not secure that part of the Indebtedness, if any, which constitutes a consumer loan, other than a loan (which is a consumer loan) made at the same time as this Mortgage and referenced in clause (i) on page one above or otherwise referenced as being secured by this Mortgage (and all extensions, renewals, modifications or replacements thereof). Without limiting in any way the Indebtedness secured by this Mortgage, it is agreed that this Mortgage secures future advances under Act No. 348 of the Michigan Public Acts, as amended. The Mortgagor, on a continuing basis, warrants, covenants and agrees to and with the Mortgagee, which covenants, warranties and agreements, to the extent permitted by law, shall be deemed to run with the land, as follows:

1. The Mortgagor will pay to the Banks all Indebtedness according to the terms of the relevant instruments or agreements evidencing it, and the Mortgagor agrees that this Mortgage is a continuing mortgage securing the payment of the Indebtedness.
2. The Mortgagor has good and indefeasible title to, the entire mortgaged premises in fee simple and with good right and full power to sell, mortgage and convey it; the mortgaged premises are free and clear of all easements, restrictions, liens, leases and encumbrances whether now existing or later created, except for the Permitted Encumbrances (as defined in the Credit Agreement), and the Mortgagor will warrant and defend the mortgaged premises against all other claims and demands whatsoever. The Mortgagee shall have the right, at its option and at such time or times as it, in its sole discretion, deems necessary, to take whatever action it may deem necessary to defend or uphold the lien of this Mortgage or otherwise enforce any of the rights of the Mortgagee under this Mortgage or any obligation

secured by this Mortgage including, without limit, the right to institute appropriate legal proceedings for these purposes.

3. The Mortgagor shall pay when due, and before any interest, collection fees or penalties accrue or default occurs, all taxes, assessments, encumbrances, liens, mortgages, water or sewer charges and other charges and impositions levied, assessed or existing with respect to the mortgaged premises or any part of it, and will deliver to the Mortgagee without demand official receipts showing these payments. If the Mortgagor fails to pay these taxes, assessments, encumbrances, liens, mortgages, charges and impositions when due, or if the Mortgagor fails to pay all interest, collection fees and penalties accrued on them, the Mortgagee and the Banks, at their sole option, may (but are not obligated to) pay them and the monies paid shall be a lien upon the mortgaged premises added to the amount secured by this Mortgage and payable immediately by the Mortgagor to the Mortgagee, with interest at the higher of (i) the interest rate, if any, charged by the particular entity levying or assessing the tax, assessment or imposition or holding the encumbrance or lien, or (ii) the highest rate charged by the Mortgagee on any of the Indebtedness (but in either case not to exceed the maximum interest rate permitted by applicable law).

At the sole option of the Mortgagee (which option may be exercised only following the occurrence and during the continuation of any Event of Default under this Mortgage), the Mortgagor shall pay to the Mortgagee in advance on the first day of each month a pro rata portion (as determined by the Mortgagee) of all taxes, assessments, liens, encumbrances, mortgages, and other charges levied, assessed or existing on the mortgaged premises. In the event that sufficient funds have been deposited with the Mortgagee to cover the amount of these taxes, assessments, liens, encumbrances, mortgages, and other charges when they become due and payable, the Mortgagee shall pay them. In the event that sufficient funds have not been deposited to cover the amount of these taxes, assessments, liens, encumbrances, mortgages and other charges at least thirty (30) days prior to the time when they become due and payable, the Mortgagor shall immediately upon request by the Mortgagee pay the amount of the deficiency to the Mortgagee. The Mortgagee shall not be required to keep in a separate account or to pay the Mortgagor any interest or earnings whatever on the funds held by the Mortgagee for the payment of taxes, assessments, liens, encumbrances, mortgages, or other charges pursuant to this paragraph or for the payment of insurance premiums under paragraph (4) below, or on any other funds deposited with the Mortgagee in connection with this Mortgage. If an event of default occurs under this Mortgage, any funds then remaining on deposit with the Mortgagee may be applied against the Indebtedness immediately upon or at any time after the event of default occurs, and without notice to the Mortgagor. Further, the Mortgagee may make payments from any funds on deposit with the Mortgagee for taxes, assessments, liens, encumbrances, mortgages, or other charges on or with respect to the mortgaged premises notwithstanding that subsequent owners of the premises may benefit as a result. The Mortgagor shall not, and nothing in this

Mortgage shall be construed to give the Mortgagor the right to, mortgage or pledge the mortgaged premises or any part of it as security for any other indebtedness or obligations. Nothing in this paragraph shall be considered a consent by the Mortgagee or the Banks to any lien, mortgage or encumbrance on the mortgaged premises unless such lien, mortgage or encumbrance is a Permitted Encumbrance (as defined in the Credit Agreement).

4. The Mortgagor shall keep the buildings and all other improvements, if any, now or later existing on the mortgaged premises constantly insured for the benefit of the Mortgagee and the Banks against fire and other hazards and risks, including without limit vandalism and malicious mischief, as the Mortgagee may require and shall further provide flood insurance (if the mortgaged premises are situated in an area which is considered a flood risk area by the United States Department of Housing and Urban Development, and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended), loss of rents insurance, public liability and product liability insurance and any other insurance as the Mortgagee may require from time to time, all in amounts and in forms and with companies as are satisfactory to the Mortgagee. The Mortgagor shall deliver to the Mortgagee the policies evidencing the required insurance with premiums fully and with standard mortgagee clauses (making all loss payable to the Mortgagee) satisfactory to the Mortgagee. Renewals of the required insurance (together with evidence of premium payment) shall be delivered to the Mortgagee at least thirty (30) days before the expiration of any existing policies. All policies and renewals shall provide that they may not be canceled or amended without giving the Mortgagee thirty (30) days prior written notice of cancellation or amendment. All policies and renewals shall be held by, and are pledged to, the Mortgagee, along with all insurance premium rebates, as additional security for the Indebtedness. Should the Mortgagor fail to insure or fail to pay the premiums on any required insurance or fail to deliver the policies or renewals of them as provided above, the Mortgagee and the Banks may (but are not obligated to) have the insurance issued or renewed (and pay the premiums on it for the account of the Mortgagor) in amounts and with companies and at premiums as the Mortgagee deems appropriate. If the Mortgagee elects to have insurance issued or renewed to insure the Mortgagee's interest, the Mortgagee shall have no duty or obligation of any kind to also insure the Mortgagor's interest or to notify the Mortgagor of the Mortgagee's actions. Any premiums or other sums paid by the Mortgagee for insurance as provided above shall be a lien upon the mortgaged premises added to the amount secured by this Mortgage and payable immediately, with interest on those sums at the highest rate charged by the Mortgagee on any of the Indebtedness (but not to exceed the maximum interest rate permitted by applicable law). In the event of loss or damage, the proceeds of all required insurance shall be paid to the Mortgagee alone. No loss or damage shall itself reduce the Indebtedness. Upon the occurrence of any Event of Default, the Mortgagee and any of its employees is each irrevocably appointed attorney in fact for the Mortgagor and is authorized to adjust and compromise each loss without the consent of the Mortgagor, to collect, receive and receipt for the

insurance proceeds in the name of the Mortgagee and the Mortgagor and to endorse the Mortgagor's name upon any check in payment of the loss. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee and the Banks in collecting the proceeds (including, without limit, court costs and reasonable attorneys' fees), and then toward payment of the Indebtedness or any portion of it, whether or not then due or payable and in whatever order of maturity as the Mortgagee (subject to the terms of the Credit Agreement) may elect, or the Mortgagee (at the direction of the Majority Banks), at its option, may apply the insurance proceeds, or any part of them, to the repair or rebuilding of the mortgaged premises. Application of proceeds by the Mortgagee toward later maturing installments of the Indebtedness shall not excuse the Mortgagor from making the regularly scheduled installment payments nor shall such application extend or reduce the amount of any of these payments. Application of proceeds by the Mortgagee toward payment of the Indebtedness shall constitute an acceleration and prepayment and shall subject the Mortgagor to any applicable prepayment premium or formula. In the event of a foreclosure of this Mortgage, or the giving of a deed in lieu of foreclosure, the purchaser or grantee of the mortgaged premises shall succeed to all of the rights of the Mortgagor under said insurance policies including, without limit, any right to unearned premiums and to receive the proceeds. Upon the occurrence of any Event of Default, the Mortgagor shall pay to the Mortgagee in advance on the first day of each month the equivalent of one-twelfth (1/12th) of the annual premiums (as estimated by the Mortgagee) due on the required insurance, but with an initial payment which together with subsequent monthly payments will be sufficient to pay the estimated annual premiums as provided in this paragraph. In the event that sufficient funds have been deposited with the Mortgagee to cover the amount of the insurance premiums for required insurance when the premiums become due and payable, the Mortgagee shall pay the premiums. In the event that sufficient funds have not been deposited with the Mortgagee to pay the insurance premiums at least thirty (30) days prior to the time when they become due and payable, the Mortgagor shall immediately upon request pay the amount of this deficiency to the Mortgagee.

5. The Mortgagor shall promptly repair, restore, replace or rebuild each part of the improvements, if any, on the mortgaged premises which may be damaged or destroyed by fire or other casualty or which may be affected by any eminent domain proceedings, unless the Mortgagee applies the insurance proceeds or eminent domain award to payment of the Indebtedness.
6. The Mortgagor shall abstain from commission of waste upon the mortgaged premises, keep the buildings, improvements and equipment, if any, on the mortgaged premises in good repair, and promptly comply with all laws, regulations and requirements of all governmental bodies affecting the mortgaged premises. If the Mortgagee determines in the exercise of its reasonable credit judgment based on a good faith belief that the mortgaged premises, or any part of it, requires inspection, testing, appraisal, repair, care, alteration or attention of any

kind or nature, not provided to the Mortgagee's reasonable satisfaction by the Mortgagor after written request by Mortgagee to Mortgagor to take such action, the Mortgagee may (but is not obligated to) upon ten (10) days prior written notice to Mortgagor (which notice shall not be required in the case of an emergency) enter or cause entry to be made upon the mortgaged premises, and inspect, test, appraise, repair, alter or maintain the mortgaged premises as the Mortgagee may deem necessary, and the Mortgagor shall reimburse the Mortgagee upon demand for all resulting costs and expenses incurred by the Mortgagee. The Mortgagee and the Banks may pay sums of money as they deem essential for the preservation of the mortgaged premises, and these sums shall be additional Indebtedness secured by this Mortgage, shall be payable by the Mortgagor to the Mortgagee and the Banks upon demand, and shall bear interest at the highest rate charged by the Mortgagee to the Mortgagor on any of the Indebtedness (but not to exceed the maximum interest rate under applicable law). The failure of Mortgagor to pay any taxes or assessments assessed against the mortgaged premises, or any installment of them, or any premiums payable with respect to any insurance policy covering the mortgaged premises, shall constitute waste (although the meaning of "waste" shall not be limited to this nonpayment). The Mortgagor consents to the appointment of a receiver should the Mortgagee seek this relief following the occurrence of an Event of Default under this Mortgage. Following the occurrence of an Event of Default under this Mortgage, the Mortgagor shall not make or permit any other party to make any material alterations, additions or improvements of any type to the mortgaged premises (individually and collectively the "Improvements"), regardless of whether the Improvements would increase the value of the mortgaged premises, without the Mortgagee's prior written consent. If the Mortgagee consents to the making of any Improvements on the mortgaged premises, and the Improvements are not completed with due diligence in accordance with the plans and specifications approved in writing by the Mortgagee, or if construction of the Improvements should cease before completion for a period of thirty (30) days, then and in either event it shall be an event of default under this Mortgage and the Mortgagee shall have all the rights and remedies provided in this Mortgage upon an event of default, and all the rights and remedies set forth in this paragraph 6, including without limitation, the right (but not the obligation) to enter or cause entry to be made upon the mortgaged premises and complete the Improvements, with full power and authority to enter into such contracts or agreements as the Mortgagee may deem necessary to complete the Improvements. To the extent of any conflict between the provisions of this paragraph 6 and any loan agreement between the Mortgagor and the Mortgagee relating to any Improvements to the mortgaged premises, the provisions of the loan agreement will control.

7. The Mortgagor shall pay (before the same become liens, encumbrances or charges against the mortgaged premises) any and all obligations, liabilities or debts for repairs or improvements to the mortgaged premises or for any other goods, services, or utilities furnished to the mortgaged premises, except to the extent such obligations, liabilities and debts are being contested in good faith by

Mortgagor, and bonded or otherwise secured in an amount and manner acceptable to Mortgagee. The Mortgagor shall not mortgage or pledge the mortgaged premises or any part of it as security for any other indebtedness or obligations.

8. In the event the mortgaged premises, or any part of it, is taken under power of eminent domain, or by condemnation, the entire proceeds of the award shall be paid directly to the Mortgagee (for the benefit of the Banks) and applied toward reimbursement of all the Mortgagee's and the Banks' costs and expenses incurred in connection with collecting the award (including, without limit, court costs and reasonable attorneys' fees), and the balance applied upon the Indebtedness whether or not then due or payable in whatever manner the Mortgagee deems advisable. Application of any condemnation award shall be at the time and in the manner as provided in the Credit Agreement. Application of any condemnation award by the Mortgagee toward payment of the Indebtedness shall subject the Mortgagor to any applicable prepayment premium or formula as provided under the terms of the Credit Agreement. The Mortgagee or any of its employees is irrevocably appointed attorney-in-fact and is duly authorized and empowered (if there shall have occurred an Event of Default under this Mortgage or if the Mortgagor shall fail promptly to do so) to receive, receipt for, discharge and satisfy any condemnation award and judgment, whether joint or several, on behalf of the Mortgagor, his legal representatives and assigns. This receipt, discharge and satisfaction shall be as legally effective and binding as if given directly by the Mortgagor; provided, however, that the Mortgagee shall not be liable for failure to collect any condemnation award, regardless of the cause of such failure.
9. The Indebtedness secured by this Mortgage shall become due and payable immediately, without notice, at the option of the Mortgagee (at the direction of the Majority Banks), if the Mortgagor shall, without the prior written consent of the Mortgagee and the Banks, convey, assign or transfer the mortgaged premises or any part of it by deed, land contract or other instrument, or if title to the mortgaged premises or any part of it shall become vested in any other person or party in any manner whatsoever or if there is any disposition (through one or more transactions) of legal or beneficial title to a controlling interest of the Mortgagor unless such transfer or change in ownership is expressly permitted under the terms of the Credit Agreement. In the event ownership of the mortgaged premises or any part of it becomes vested in a person or persons other than the Mortgagor (with or without the prior written approval of the Mortgagee), the Mortgagee may (but shall not be obligated to) deal with and may enter into any contract or agreement with the successor or successors in interest with reference to this Mortgage in the same manner as with the Mortgagor, without in any manner vitiating, discharging or otherwise affecting the lien of this Mortgage or the Mortgagor's liability under this Mortgage or upon the Indebtedness.
10. This Mortgage shall, as to any equipment, fixtures, accounts, general intangibles and other personal property covered by it, be deemed to grant a security interest in the equipment, fixtures, accounts, general intangibles and other personal property

pursuant to the Uniform Commercial Code. The Mortgagor agrees, upon request of the Mortgagee from time to time, to promptly furnish a list of personal property owned by the Mortgagor and subject to this Mortgage and, upon request by the Mortgagee, to immediately execute, deliver and/or file any mortgage and any amendments to this Mortgage, any separate security agreement and any financing statements to include specifically this list of personal property. Upon the occurrence of any event of default under this Mortgage, the Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or otherwise provided by law or by this Mortgage including, without limit, the right to require the Mortgagor to assemble the personal property and make it available to the Mortgagee at a place to be designated by the Mortgagee which is reasonably convenient to both parties, the right to take possession of the personal property with or without demand and with or without process of law and the right to sell and dispose of it and distribute the proceeds according to law. The Mortgagor agrees that any requirement of reasonable notice shall be met if the Mortgagee sends notice to the Mortgagor at least five (5) days prior to the date of sale, disposition or other event giving rise to the required notice. The Mortgagor agrees that the proceeds of any disposition of the personal property may be applied by the Mortgagee first to the Mortgagee's reasonable expenses in connection with the disposition including, without limit, reasonable attorneys' fees and legal expenses, and then to payment of the Indebtedness.

11. As additional security for the payment of the Indebtedness and performance of this Mortgage, the Mortgagor assigns to the Mortgagee (for the benefit of the Banks) all its right, title and interest in and to all written and oral leases and occupancy agreements, now or later existing, covering the mortgaged premises or any part of it (but without an assumption by the Mortgagee of liabilities of the Mortgagor under any of these leases or occupancy agreements by virtue of this assignment), and the Mortgagor assigns to the Mortgagee the rents, issues and profits of the mortgaged premises. If an event of default occurs under this Mortgage, the Mortgagee may receive and collect the rents, issues and profits personally or through a receiver so long as the event of default exists and during the pendency of any foreclosure proceedings and during any redemption period. The Mortgagor agrees to consent to the appointment of a receiver if this is believed necessary or desirable by the Mortgagee to enforce its rights under this Mortgage. The Mortgagee shall at no time have any obligation whatever to attempt to collect rent or other amounts from any tenant or occupier of the mortgaged premises notwithstanding that such tenants and occupiers may not be paying rent or other amounts to either the Mortgagor or to the Mortgagee. Further, the Mortgagee shall at no time have any obligation whatever to enforce any other obligations owed by tenants or occupiers of the mortgaged premises to the Mortgagor. No action taken by the Mortgagee under this Mortgage shall make the Mortgagee a "mortgagee in possession." The Mortgagor shall at no time collect advance rent under any lease or occupancy agreement pertaining to the mortgaged premises or any part of it in excess of one month (other than as a security deposit) and the Mortgagee shall not be bound in any respect by any rent prepayment

made or received in violation of this prohibition. As additional security for the Indebtedness, the Mortgagor assigns to the Mortgagee all of the Mortgagor's rights and interest in all licenses and permits affecting the mortgaged premises. This assignment shall not be construed as a consent by the Mortgagee to any license or permit so assigned, or to impose upon Mortgagee any obligations with respect to any license or permit. Except in the ordinary course of business, the Mortgagor shall not cancel or amend any of the licenses and permits assigned (nor permit any of them to terminate if they are necessary or desirable for the operation of the mortgaged premises) without first obtaining the written approval of the Mortgagee. This paragraph shall not be applicable to any license or permit that terminates if it is assigned without the consent of another party (other than the Mortgagor) or its issuer, unless this consent has been obtained or this assignment is ratified by the other party or issuer; nor shall this paragraph be construed as a present assignment of any license or permit that the Mortgagor is required by law to hold in order to operate the mortgaged premises.

12. [Reserved]
13. In the event any tax shall be due with respect to the execution and delivery or recordation of this Mortgage or any note or other instrument evidencing or securing repayment of the Indebtedness or the interest of the Mortgagee in the mortgaged premises, whether levied against the Mortgagee or otherwise, the Mortgagor shall pay this tax at the time and in the manner required by applicable law. The Mortgagor shall hold the Mortgagee harmless and shall indemnify the Mortgagee against all liability of any nature whatever as a result of the imposition of this tax. In the event payment by the Mortgagor of this tax would result in the payment of interest in excess of the permitted rate, then the Mortgagor shall have no obligation to pay the portion of the tax resulting in this excess; provided, however, that in this event the Mortgagee may declare the entire principal balance of the Indebtedness, and accrued interest on it, immediately due and payable and this shall subject the Mortgagor to any applicable prepayment premium or formula.
14. (a) The Mortgagor represents, warrants and covenants that the Mortgagor has not used Hazardous Materials (as later defined) on or affecting the mortgaged premises in any manner which violates Environmental Laws (as later defined), that, to the best of Mortgagor's knowledge, there is no condition concerning the mortgaged premises which could require remediation pursuant to applicable Environmental Laws, and that, to the best of the Mortgagor's knowledge, no prior owner of the mortgaged premises or any current or prior occupant has used Hazardous Materials on or affecting the mortgaged premises in any manner which violates Environmental Laws. The Mortgagor covenants and agrees that neither it nor any occupant shall use, introduce or maintain Hazardous Materials on the mortgaged premises in any manner unless done in compliance in all material respects with all Environmental Laws.

- (a) The Mortgagor shall conduct and complete all investigations, environmental audits, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on or affecting the mortgaged premises, whether caused by the Mortgagor or a third party, in accordance with all Environmental Laws to the satisfaction of the Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities. Any remedial, removal or other action by the Mortgagor shall not be deemed a cure or waiver of any breach of this paragraph (14) due to the presence or use of Hazardous Materials on or affecting the mortgaged premises. Additionally, the Mortgagor shall defend, indemnify and hold harmless the Mortgagee, its employees, agents, shareholders, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limit, reasonable attorneys' fees) of whatever kind or nature arising out of or related to (i) the presence, disposal, release or threatened release of any Hazardous Materials on, from or affecting the mortgaged premises or the soil, water, air, vegetation, buildings, personal property, persons or animals on the mortgaged premises, (ii) any personal injury (including without limit wrongful death) or property damage (real or personal) arising out of or related to these Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached or government order related to these hazardous materials, (iv) the cost of removal of all Hazardous Materials from all or any portion of the mortgaged premises, (v) taking necessary precautions to protect against the release of Hazardous Materials on or affecting the mortgaged premises, (vi) complying with all Environmental Laws and/or (vii) any violation of Environmental Laws or requirements of the Mortgagee, which are based upon or in any way related to Hazardous Materials including, without limit, attorneys and consultants' fees (the attorneys and consultants to be selected by the Mortgagee), investigation and laboratory fees, environmental studies required by the Mortgagee (whether prior to foreclosure, or otherwise), court costs and litigation expenses. Upon the request of the Mortgagee, the Mortgagor and any guarantor shall execute a separate indemnity consistent with this paragraph.
- (c) The Mortgagor has never received any written notice ("Environmental Complaint") of any violation of Environmental Laws with respect to the Mortgagor or the mortgaged premises (and, within five (5) days of receipt of any Environmental Complaint, the Mortgagor shall give the Mortgagee a copy of it), and to the best of the Mortgagor's knowledge, since Mortgagor acquired the mortgaged premises there have been no actions commenced or threatened by any party with respect to the Mortgagor or the mortgaged premises for noncompliance with any Environmental Laws.

- (d) In the event this Mortgage is foreclosed or the Mortgagor tenders a deed in lieu of foreclosure, the Mortgagor shall deliver the mortgaged premises to the Mortgagee, purchaser or grantee, as the case may be, free of any and all Hazardous Materials (which would result in the failure of the mortgaged premises to comply with Environmental Laws applicable to the Premises), so that the condition of the mortgaged premises shall not be a violation of any Environmental Laws.
- (e) Upon ten (10) days notice to the Mortgagor (except in an emergency or where not practical under applicable law, in which case notice is waived), and without limitation of the Mortgagee's other rights under this Mortgage or elsewhere, the Mortgagee has the right, but not the obligation, to enter on the mortgaged premises and, after consultation with Mortgagor, to take other actions as it deems appropriate to investigate or test for, clean up, remove, resolve, minimize the impact of or advise governmental agencies of the possible existence of any Hazardous Materials or Environmental Complaint upon the Mortgagee's receipt of any notice from any credible or governmental source asserting the existence of any Hazardous Materials or an Environmental Complaint pertaining to the mortgaged premises which, if true, could result in an order, suit or other action against the Mortgagor and/or any part of the mortgaged premises which, in the sole reasonable opinion of the Mortgagee, could jeopardize its security under this Mortgage. All reasonable costs and expenses incurred by the Mortgagee in the exercise of any of these rights shall be secured by this Mortgage and shall be payable by the Mortgagor upon demand. Any such actions conducted by the Mortgagee shall be solely for the benefit of and to protect the interests of the Mortgagee and the Banks and shall not be relied upon the Mortgagor or any third party for any purpose whatsoever. By conducting any such actions, the Mortgagee and the Banks do not assume control over the environmental affairs or operations of the Mortgagor nor assume any liability of the Mortgagor or any third party.
- (f) The provisions of this paragraph (14) shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagee at common law or pursuant to any other agreement, and shall survive (i) the repayment of all sums due under any note or other loan documents executed in connection with this Mortgage and the repayment of all other Indebtedness, (ii) the satisfaction of all other obligations of the Mortgagor under this Mortgage and under the other loan documents and evidence(s) of indebtedness, (iii) the discharge of this Mortgage, and (iv) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure.
- (g) For purposes of this Mortgage, (i) "Hazardous Materials" means each and all of the following: hazardous materials and/or substances as defined in any Environmental Law, petroleum, petroleum by-products, natural gas, flammable explosives, radioactive materials, and toxic materials, and (ii)

“Environmental Laws” mean any and all federal, state, local or other laws (whether under common law, by legislative action or otherwise), rules, policies, ordinances, directives, orders, statutes, or regulations an object of which is to regulate or improve health, safety, or the environment including, without limit, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC 9601 et seq.), the Resource Conservation and Recovery Act, as amended (42 USC 6901 et seq.), and the Michigan Environmental Response Act, as amended (MCL 299.601 et seq.).

15. If this Mortgage encumbers a unit in a condominium or planned unit development, the Mortgagor shall perform in the time and manner required all of the Mortgagor’s obligations under the declaration or covenants creating or governing the condominium or planned unit development and the bylaws, regulations and constituent documents of the condominium or planned unit development. The Mortgagor shall comply with and perform in the time required all obligations and restrictions imposed upon the Mortgagor or the mortgaged premises under applicable deed restrictions, restrictive covenants, easements or other agreements affecting the mortgaged premises, but this is not a consent by the Mortgagee to take subject to any of these agreements, and the Mortgagee does not assume any obligations under these agreements.
16. If the Mortgagor fails to perform in the time and manner required the covenants and agreements contained in this Mortgage, or if any action or proceeding is threatened or commenced which affects the Mortgagee’s interest in the mortgaged premises including, without limit, eminent domain, environmental, bankruptcy, insolvency, building, or zoning proceedings, then, if Mortgagor has failed to take such action in connection therewith as is reasonably required by Mortgagee, the Mortgagee at its option may make, such appearances, disburse such sums and take such action as is deemed necessary by the Mortgagee to protect the Mortgagee’s interest and the Mortgagor will reimburse the Mortgagee upon demand for all sums disbursed and costs incurred including, without limit, reasonable attorneys’ fees and costs of entry upon the mortgaged premises to effect repairs. The Mortgagee shall not be liable in any case for failure to exercise its right or for failure to continue exercising its right once having exercised them.
17. No waiver or forbearance by the Mortgagee or any Bank of any right or remedy under this Mortgage shall affect or extend to or be deemed a waiver of any other right or remedy of the Mortgagee or any Bank under this Mortgage nor affect or impair the subsequent exercise of the same right or remedy by the Mortgagee or any Bank for any future or subsequent default by the Mortgagor under this Mortgage.
18. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, any other agreement or afforded by law, and may be exercised concurrently, independently or successively.

19. The occurrence of any of the following events shall be deemed an event of default under this Mortgage and shall entitle the Mortgagee to exercise its remedies under this Mortgage or as otherwise provided by law:
 - (a) Default by the Mortgagor in making payment when due, by acceleration or otherwise, of any principal portion of or interest on the Indebtedness or any part of it;
 - (b) The occurrence of an Event of Default under (and as defined in) the Credit Agreement;
 - (c) Default under or institution of foreclosure proceedings of any mortgage or lien of any kind against the mortgaged premises or any portion of it.
20. If the Mortgagee or any Bank at any time(s) for any reason shall incur or expend any sums including, without limit, court costs and reasonable attorneys' fees, whether or not in connection with any suit, action or proceeding, to sustain the lien of this Mortgage or its priority, or to protect the value of the mortgaged premises, or to protect or enforce or otherwise administer any of its rights under this Mortgage, or to recover any of the Indebtedness, or for any appraisal, environmental audit, title examination or title insurance policy relating to the mortgaged premises, or otherwise in any way relating to this Mortgage or the Indebtedness including, without limit, sums expended in connection with any suit involving the conduct of the Mortgagor or the Mortgagee with respect to this Mortgage or the Indebtedness, all of these sums shall on demand be paid by the Mortgagor to the Mortgagee, together with the interest on these sums at the highest rate charged by the Mortgagee to the Mortgagor on any of the Indebtedness (but not to exceed the maximum interest rate permitted by applicable law), and shall be a lien on the mortgaged premises and secured by this Mortgage.
21. In the event of any foreclosure or other sale under this Mortgage by virtue of judicial proceedings, advertisement, or otherwise, the mortgaged premises may be sold in one parcel and as an entirety, or in such parcels, manner or order as the Mortgagee in its sole discretion may elect.
22. Acceleration of the Indebtedness as provided in this Mortgage shall trigger any applicable prepayment premium or formula. Without limiting when a prepayment premium may be due, it is agreed that at any time after acceleration a tender of payment of the amount necessary to satisfy the entire Indebtedness by the Mortgagor, or by anyone on behalf of the Mortgagor or otherwise, must include any applicable prepayment premium or formula.
23. Immediately upon the occurrence of any event of default, the Mortgagee shall have the option, in addition to and not in substitution for all other rights and

remedies provided in this Mortgage or other agreement or by law, and is authorized by the Mortgageor, to do any or all of the following:

- (a) Declare the entire unpaid amount of the Indebtedness, together with accrued and unpaid interest on it and any applicable prepayment premium or formula, and any and all other charges payable by the Mortgageor to the Mortgagee to be immediately due and payable and, at the Mortgagee's option, (i) to bring suit for the same, (ii) to bring suit for any delinquent payment of or upon the Indebtedness, or (iii) to take any and all steps and institute any and all other proceedings that the Mortgagee deems necessary to enforce payment of the Indebtedness and performance of other obligations secured under this Mortgage and to protect the lien of this Mortgage.
- (b) Commence foreclosure proceedings against the mortgaged premises through judicial proceedings or by advertisement, at the option of the Mortgagee, pursuant to applicable law. The commencement by the Mortgagee of foreclosure proceedings shall be deemed an exercise by the Mortgagee of its option to accelerate the Indebtedness, unless such proceedings on their face specifically indicate otherwise. The Mortgageor grants power to the Mortgagee to sell the mortgaged premises or to cause the same to be sold at public sale, and to convey the same to the purchaser, in accordance with applicable statutes in a single parcel or in several parcels at the option of the Mortgagee.

WARNING: THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON DEFAULT (AND AFTER THIRTY DAYS PRIOR WRITTEN NOTICE TO MORTGAGOR) MAY BE FORECLOSED BY ADVERTISEMENT. IN FORECLOSURE BY ADVERTISEMENT AND THE RELATED SALE OF THE MORTGAGED PREMISES, NO HEARING IS REQUIRED AND THE ONLY NOTICE REQUIRED IS TO PUBLISH NOTICE IN A LOCAL NEWSPAPER AND TO POST A COPY OF THE NOTICE ON THE MORTGAGED PREMISES. THE MORTGAGOR WAIVES ALL RIGHTS UNDER THE CONSTITUTION AND LAWS OF THE UNITED STATES AND UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MICHIGAN TO A HEARING PRIOR TO SALE IN CONNECTION WITH FORECLOSURE BY ADVERTISEMENT AND ALL NOTICE REQUIREMENTS EXCEPT AS SET FORTH IN THE MICHIGAN STATUTES PROVIDING FOR FORECLOSURE BY ADVERTISEMENT.

- (c) Cause to be updated an abstract or abstracts and tax histories of the mortgaged premises, procure title insurance or title reports and procure new abstracts and tax histories.
- (d) Obtain a receiver to manage the mortgaged premises and collect the rents, profits and income from it.

- (e) Enter upon the mortgaged premises and take other actions as the Mortgagee deems appropriate to investigate or test for the presence of any Hazardous Materials and/or to appraise the mortgaged premises. Without limiting what other rights and remedies of the Mortgagee are specifically enforceable, the Mortgagor agrees that the Mortgagee's rights under this paragraph (23)(e) are specifically enforceable since there is no adequate monetary remedy available to the Mortgagee.
 - (f) Contest the amount or validity of any taxes applicable to the mortgaged premises by appropriate proceedings either in the Mortgagee's name, the Mortgagor's name or jointly with the Mortgagor. The Mortgagor shall execute and deliver to the Mortgagee, upon demand, whatever documents and information the Mortgagee determines may be necessary or proper to so contest the taxes or to secure payment of any resulting refund. The Mortgagor shall reimburse the Mortgagee for all costs and expenses, including without limit reasonable attorneys' fees, incurred in connection with each tax contest proceeding. All refunds resulting from each tax contest proceeding shall belong to the Mortgagee to be applied against the Indebtedness with the surplus, if any, to be paid to the Mortgagor. The Mortgagee and any of its employees is each irrevocably appointed attorney-in-fact for the Mortgagor and is authorized to execute and deliver in the name of the Mortgagor those documents deemed necessary or proper by the Mortgagee to carry out any tax contest proceeding or receive the resulting refunds, if any.
 - (g) In the event of any sale of the mortgaged premises by foreclosure, through judicial proceedings, by advertisement or otherwise, apply the proceeds of any such sale in the following order or such other order as the Mortgagee may elect: to (i) all expenses incurred for the collection of the Indebtedness and the foreclosure of this Mortgage including, without limit, reasonable attorneys' fees; (ii) all sums expended or incurred by the Mortgagee directly or indirectly in carrying out terms, covenants and agreements of or under this Mortgage or any related document, together with interest as provided in this Mortgage; (iii) all accrued and unpaid interest and late payment charges upon the Indebtedness; (iv) any applicable prepayment premium or formula; (v) the unpaid principal amount of the Indebtedness; and (vi) the surplus, if any, paid to the Mortgagor unless a court of competent jurisdiction decrees otherwise.
24. If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason, then that provision shall be deemed null and void to the extent of the conflict or unenforceability and shall be deemed severable, but shall not invalidate any other provision of this Mortgage.
25. In the event of foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies under this Mortgage, the Mortgagor waives any right otherwise available in respect to marshalling of assets which secure the

Indebtedness or to require the Mortgagee to pursue its remedies against any other assets or any other party which may be liable for any of the Indebtedness.

26. Promptly upon the request of the Mortgagee, the Mortgagor shall execute, acknowledge and deliver any and all further conveyances, documents, mortgages and assurances, and do or cause to be done all further acts as the Mortgagee may require in its sole discretion to confirm and protect the lien of this Mortgage or otherwise to accomplish the purposes of this Mortgage.
27. If more than one person or party has executed this Mortgage as the mortgagor, the term "Mortgagor" shall include each of the mortgagors individually and collectively, and all warranties, covenants, rights and powers given to or conferred upon the Mortgagee are made or given jointly and severally.
28. Nothing contained in this Mortgage is intended, nor should it be construed, to preclude the Mortgagee from pursuing any other remedy provided by law for the collection of the Indebtedness or any portion of it, or for the recovery of any other sum to which the Mortgagee may be or become entitled for breach of this Mortgage by the Mortgagor, nor shall anything contained in this Mortgage reduce or release in any manner any rights, security interests or liens in favor of the Mortgagee contained in any existing or future agreement between the Mortgagor and the Mortgagee.
29. Any reference in this Mortgage to attorneys' fees shall be deemed a reference to fees, charges, costs and expenses of both in-house and outside counsel and paralegals, whether or not a suit or proceeding is instituted, and whether incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding, in a workout, in consultation with counsel, or otherwise. All costs, expenses and fees of any nature for which the Mortgagor is obligated to reimburse or indemnify the Mortgagee are part of the Indebtedness secured by this Mortgage and are payable upon demand, unless expressly provided otherwise, with interest until repaid at the highest rate charged by the Mortgagee on any of the Indebtedness (but not to exceed the maximum rate permitted by applicable law).
30. With respect to the right, title, interest or lien of any person or entity which is superior to the lien of this Mortgage, unless it is a Permitted Encumbrance, as defined in the Credit Agreement, the Mortgagee has the right, but not the obligation, to acquire and/or payoff the holder of such right, title, interest or lien and add the amount so paid to the Indebtedness and charge interest on that amount at the highest rate charged by the Mortgagee to the Mortgagor on any of the Indebtedness (but not to exceed the maximum interest rate permitted under applicable law).
31. This Mortgage constitutes the entire agreement of the Mortgagor and the Mortgagee with respect to the subject matter of this Mortgage. No waiver, consent, modification or change of the terms of this Mortgage shall bind the Mortgagor or the Mortgagee unless in writing and signed by the party, or an authorized officer

of the party, against whom enforcement is sought. Each waiver, consent, modification or change shall be effective only for the specific purpose given.

32. This Mortgage shall be binding on the Mortgagor and the Mortgagee and on the Mortgagor's and the Mortgagee's heirs, legal representatives, successors and assigns including, without limit, any debtor in possession or trustee in bankruptcy for the Mortgagor. This paragraph 32 shall not be deemed a consent by the Mortgagee to a conveyance by the Mortgagor of all or part of the mortgaged premises or of any ownership interest in the Mortgagor.
33. The Mortgagor has entered into this Mortgage in good faith for the purpose of inducing the Mortgagee to extend credit or make other financial accommodations to or at the request of the Mortgagor, and the Mortgagor acknowledges that the terms of this Mortgage are reasonable.
34. Upon request by the Mortgagee, the Mortgagor shall promptly provide the Mortgagee with certificates of occupancy, licenses, rent rolls, income and expense statements and other documents and information pertaining to the mortgaged premises and its operations as the Mortgagee, from time to time, may request.
35. At the sole option of the Mortgagee, this Mortgage shall become subordinate, in whole or in part (but not with respect to priority as to insurance proceeds or any eminent domain award) to any or all leases and/or occupancy agreements of all or part of the mortgaged premises upon the execution by the Mortgagee, and recording in the appropriate official county records where the premises are located, of a unilateral declaration to that effect.
36. All notices and demands required or permitted to be given to the Mortgagor shall be deemed given when delivered to the Mortgagor or when placed in an envelope addressed to the Mortgagor at the address above, or at such other address as the Mortgagee may have on its records, and deposited, with postage, in a post office or other depository under the custody of the United States Postal Service. The mailing may be certified, first class or registered mail.
37. [Reserved].
38. Any inspection, audit, appraisal or examination by the Mortgagee or its agents of the mortgaged premises or of information or documents pertaining to the mortgaged premises is for the sole purpose of protecting the Mortgagee's interests under this Mortgage and is not for the benefit or protection of the Mortgagor or any third party. The Mortgagee shall, promptly after its receipt of a written request from Mortgagor and any disclaimer and hold harmless agreement as Mortgagee may reasonably request, use its good faith efforts to provide the Mortgagor the results of any inspection, audit, appraisal or examination by the Mortgagee or its agents; provided, that the failure of the Mortgagee to deliver such results shall not effect Mortgagor's obligations and liabilities under this Mortgage. If the Mortgagee discloses information to the Mortgagor this disclosure

is for the sole protection of the Mortgagee, does not constitute an agreement to further disclosure and does not create a representation or warranty by the Mortgagee as to the accuracy, sufficiency or any other aspect of the disclosure.

39. Upon full and final payment of the Indebtedness and performance by the Mortgagor of all its other obligations under this Mortgage, except as otherwise provided in paragraphs 14(f) and 40 of this Mortgage, the parties shall automatically each fully, finally and forever release and discharge the other from any claim, liability or obligation in connection with this Mortgage and the Indebtedness.
40. Notwithstanding any prior revocation, termination, surrender or discharge of this Mortgage, (except as to the rights of subsequent intervening bona fide purchasers or lien holders) the effectiveness of this Mortgage shall automatically continue or be reinstated, as the case may be, in the event that (a) any payment received or credit given by the Mortgagee or any Bank in respect of the Indebtedness is returned, disgorged or rescinded as a preference, impermissible setoff, fraudulent conveyance, diversion of trust funds, or otherwise under any applicable state or federal law, including, without limitation, laws pertaining to bankruptcy or insolvency, in which case this Mortgage shall be enforceable as if the returned, disgorged or rescinded payment or credit had not been received or given, whether or not the Mortgagee relied upon this payment or credit or changed its position as a consequence of it; or (b) any liability is imposed, or sought to be imposed, against the Mortgagee or any Bank relating to the environmental condition of, or the presence of hazardous or toxic substances, on, in or about, any property given as collateral to the Mortgagee for the Indebtedness, whether this condition is known or unknown, now exists or subsequently arises (excluding only conditions which arise after any acquisition by the Mortgagee of any such property, by foreclosure, in lieu of foreclosure or otherwise, to the extent due to the wrongful act or omission of the Mortgagee), in which case this Mortgage shall be enforceable to the extent of all liability, costs and expenses (including without limit reasonable attorneys fees) incurred by the Mortgagee or any Bank as the direct or indirect result of any environmental condition or hazardous toxic substances. In the event of continuation or reinstatement of this Mortgage, Mortgagor agree(s) upon demand by the Mortgagee to execute and deliver to the Mortgagee those documents which the Mortgagee determines are appropriate to further evidence (in the public records or otherwise) this continuation or reinstatement, although the failure of the Mortgagor to do so shall not affect in any way the reinstatement or continuation. If Mortgagor does not execute and deliver to the Mortgagee upon demand such documents, the Mortgagee and each Mortgagee officer is irrevocably appointed (which appointment is coupled with an interest) the true and lawful attorney of the Mortgagor (with full power of substitution) to execute and deliver such documents in the name and on behalf of the Mortgagor.
41. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN.

42. THE MORTGAGOR AND THE MORTGAGEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS MORTGAGE OR THE INDEBTEDNESS.
43. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Mortgagor has signed and delivered this Mortgage the day and year first written above.

MORTGAGOR:

Edw. C. Levy Co.,
a Michigan corporation

By: R. Scholz
Name: Robert P. Scholz
Its: Chief Financial Officer

STATE OF MICHIGAN)
)SS.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 11th of May, 2012 by Robert P. Scholz, the Chief Financial Officer of Edw. C. Levy Co., a Michigan corporation on behalf of said entity.

Judith A. Jerzewski
Notary Public Judith A. Jerzewski
Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires: June 8, 2012

This instrument was prepared by
and when recorded return to:

Peter C. Bergan
Jones Day
901 Lakeside Avenue
Cleveland, Ohio 44114
(216)586-7045

EXHIBIT A

Description of Real Property

Land situated in the Townships of Springfield and Rose, County of Oakland, State of Michigan, more particularly described as:

Townships of Springfield/Rose

The following is the description of a parcel of land located in the Southeast 1/4 of Section 24, Town 4 North, Range 7 East, Rose Township, Oakland County, Michigan, ALSO part of the South 1/2 of Section 19 and part of the North 1/2 of Section 30, Town 4 North, Range 8 East, Springfield Township, Oakland County, Michigan and being more particularly described as follows: Beginning at the Southeast corner of said Section 24; thence South 87 degrees 04 minutes 06 seconds West 1336.89 feet, along the South line of said Section 24; thence North 01 degrees 01 minutes 37 seconds West 1987.41 feet, along the North-South 1/16 line of the Southeast 1/4 of said Section 24; thence North 87 degrees 17 minutes 49 seconds East 1340.08 feet, along the Northerly East-West 1/64 line of the Southeast 1/4 of said Section 24; thence North 00 degrees 55 minutes 48 seconds West 175.80 feet, along the East line of said Section 24; thence North 88 degrees 12 minutes 20 seconds East 2790.94 feet, along the Northerly East-West 1/64 line of the Southwest 1/4 of said Section 19; thence North 88 degrees 44 minutes 47 seconds East 1330.08 feet, along the Northerly East-West 1/64 line of the Southwest 1/4 of said Section 19; thence South 01 degree 41 minutes 52 seconds East 1982.15 feet, along the North-South 1/16 line of the Southeast 1/4 of said Section 19 and the Centerline of Ormond Road (66 foot wide Statutory Right-of-Way); thence South 01 degrees 46 minutes 42 seconds East 2666.33 feet, along the North-South 1/16 line of said Section 30 and the Centerline of said Ormond Road; thence South 88 degrees 33 minutes 31 seconds West 1328.34 feet, along the East-West 1/4 line of said Section 30, to the center of said Section 30 (as monumented); thence South 86 degrees 54 minutes 25 seconds West 1327.40 feet, along the East-West 1/4 line of said Section 30; thence North 01 degree 59 minutes 48 seconds West 673.09 feet, along the North-South 1/16 line of the Northwest 1/4 of said Section 30; thence South 87 degrees 03 minutes 43 seconds West 1505.69 feet, along the Southerly East-West 1/64 line of the Northwest 1/4 of said Section 30; thence North 01 degrees 22 minutes 38 seconds West 1882.21 feet, along the West line of said Section 30, to the point of beginning.

Re:

Tax Item No. 07-19-401-007, 07-19-300-011, 07-30-100-006, 07-30-201-003, 06-24-400-004