

EXHIBIT E

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Daphne Hawk
Franklin County Recorder

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

Dated as of: December 17, 2012

FROM

AIRNET SYSTEMS, INC.
an Ohio corporation, as Mortgagor,
having an office at:

7250 Star Check Drive, Columbus, Ohio 43217

TO

ALOSTAR BANK OF COMMERCE, As Mortgagee

having an office at:

3630 Peachtree Road, N.E., Suite 1050
Atlanta, Georgia 30326
Attention: AirNet Loan Administration

LOCATION OF PREMISES:

7250 Star Check Drive, Columbus, Ohio
Franklin County, State of Ohio

This instrument was prepared by, and after recording, please return by mail to:

PARKER, HUDSON, RAINER & DOBBS LLP
1500 Marquis Two Tower
285 Peachtree Center Avenue, N.E.
Atlanta, Georgia 30303
Attention: Douglas A. Nail, Esq.

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

MAXIMUM LIEN: The Maximum Amount of Loan Indebtedness secured by this Open-End Leasehold Mortgage is \$15,000,000.00. The words "Maximum Amount of Loan Indebtedness" as used herein mean the maximum unpaid balance of loan advances made under the Note which may be outstanding at any one time. The Maximum Amount of Loan Indebtedness does not include any (A) interest, (B) taxes, (C) assessments, (D) insurance premiums, or (E) costs incurred for the protection of the Real Property. Mortgagor and Mortgagee intend that, in addition to any other indebtedness or obligations secured hereby, this Open-End Leasehold Mortgage shall secure indebtedness arising from loan advances made by Mortgagee after this Mortgage is delivered to the recorder for record.

THIS OPEN-END LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is made as of this 17th day of December, 2012, by AIRNET SYSTEMS, INC., an Ohio corporation, having an office at 7250 Star Check Drive, Columbus, Ohio 43217 (the "Mortgagor"), in favor of ALOSTAR BANK OF COMMERCE, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama with an address of 3630 Peachtree Road, N.E., Suite 1050, Atlanta, Georgia 30326 (together with its successors and assigns, the "Mortgagee"). All capitalized terms used herein but not otherwise defined herein shall have the meanings provided therefor in the Loan Agreement (as hereinafter defined).

WITNESSETH, Mortgagor is the lawful owner and holder of that certain (i) leasehold estate (the "Leasehold Estate"), and (ii) the Leasehold Improvements (as herein defined) located at the Demised Premises (as hereinafter defined), both created by that certain lease (together with all amendments, modifications and extensions thereto, the "Lease"), as more particularly described in the Consent and Estoppel Certificate attached hereto as Schedule A-1 and made a part hereof (the "Estoppel Certificate"), demising and leasing to Mortgagor, for the term provided therein, that certain premises (the "Demised Premises") comprised of certain lots, pieces or parcels of land and related facilities located thereon as more particularly described on Schedule A attached hereto and made a part hereof;

WITNESSETH, Mortgagor and certain of Mortgagor's affiliates (collectively, "Borrowers") are parties to a certain Loan and Security Agreement dated on or about the date hereof by and among Mortgagor, the other Borrowers party thereto from time to time and Mortgagee (as same may be hereinafter amended, modified, restated or supplemented from time to time, the "Loan Agreement"), providing, inter alia, for (i) certain revolving loans in the original principal aggregate amount of up to FIFTEEN MILLION AND 00/100 DOLLARS (\$15,000,000.00), to be evidenced by that certain Revolving Note dated on or about the date hereof (as at any time amended, restated, supplemented, replaced or otherwise modified, the "Note"), and (ii) the issuance of the Letters of Credit in connection therewith and the amount set forth in the Loan Agreement.

WITNESSETH, Mortgagee is unwilling to enter into the Loan Agreement and to make available to Borrowers the credit facilities provided for therein unless Mortgagor, among other

things, secures the obligations of Borrowers under the Loan Agreement and the Other Loan Documents (as defined in Section 4.11 hereof) by delivering this Mortgage.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure (i) the full payment and performance of all of the terms, agreements, covenants and provisions contained in this Mortgage, the Note and the Other Loan Documents and any renewal, extension, modification or replacement thereof; (ii) the Obligations under (and as defined in) the Loan Agreement; (iii) all other debts, obligations and liabilities of every kind and character now or hereafter existing in favor of Mortgagee incurred or arising pursuant to the provisions in this Mortgage and the Other Loan Documents, whether such debts, obligations or liabilities be express or implied, direct or indirect, primary or secondary, joint or several, fixed or contingent as due or to become due; (iv) any and all advances made by Mortgagee to protect or preserve the Premises, or for taxes, assessments or insurance premiums as hereafter provided or for the performance of any of Mortgagor's obligations hereunder or for any other purpose provided herein; and (v) any and all other obligations and liabilities now due and owing or which may hereafter be or become due and owing by any Borrower to Mortgagee, together in each case with all interest on said indebtedness, obligations, liabilities, sums, amounts and expenses (all of the aforesaid are hereinafter collectively, the "Indebtedness"), Mortgagor hereby mortgages, grants, bargains, sells, warrants, conveys, alienates, remises, releases, assigns, sets over and confirms to Mortgagee, its successors and assigns, with mortgage covenants and warranty covenants, and grants to Mortgagee, its successors and assigns, a security interest in:

I. All of the right, title and interest of Mortgagor in and to the Leasehold Estate (the Leasehold Estate and the Demised Premises demised under the Lease are collectively hereinafter referred to as the "Real Property"),

Together with the appurtenances, including, but not limited to, renewal and option rights, and all the estate and rights of Mortgagor of, in and to the Real Property under and by virtue of the Lease;

Together with all right, title and interest of Mortgagor, if any, in and to: (i) all modifications, extensions and renewals of the Lease and in and to all rights to renew or extend the term of the Lease; (ii) all credits to and deposits of (other than security deposits made by sublessees) Mortgagor under the Lease; and (iii) the option to lease additional Real Property set forth therein and any option to purchase the Real Property, if and when granted by Landlord, and all other options, privileges and rights granted and demised to Mortgagor under the Lease;

Together with all the right or privilege of Mortgagor to terminate, cancel, surrender, merge, modify, renew or amend the Lease; and

II. All of the right, title and interest of Mortgagor under the Lease in and to the (i) leasehold improvements, and (ii) other buildings, structures and improvements (hereinafter, collectively, the "Leasehold Improvements" and other buildings, structures and improvements, together with all building equipment, the "Improvements") now or hereafter located on the Real Property and all of its right, title and interest, if any, in and to the streets and roads abutting the Real Property to the center lines thereof, and strips and gores within or adjoining the Real

Property, the air space and right to use said air space above the Real Property, all rights of ingress and egress by motor vehicles to parking facilities on or within the Real Property, all easements now or hereafter affecting the Real Property or the Improvements, all royalties and all rights appertaining to the use and enjoyment of the Real Property or the Improvements, including, without limitation, alley, drainage, crop, timber, agricultural, horticultural, mineral, water, oil and gas rights; and

III. All of the right, title and interest of Mortgagor in and to all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, now or hereafter attached to the Real Property and/or the Improvements or placed on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerator and/or compacting and elevator plants, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures and books and records relating to the Real Property and/or the Improvements. Without limiting the foregoing, Mortgagor hereby grants to Mortgagee a security interest in all of its present and future "equipment" and "general intangibles" (as said quoted terms are defined in the Uniform Commercial Code (the "UCC") of the State of Georgia and Mortgagee shall have, in addition to all rights and remedies provided herein, and in any other agreements, commitments and undertakings made by Mortgagor to Mortgagee, all of the rights and remedies of a "secured party" under the said UCC, the UCC of the State of Mortgagor's creation and the UCC of the State wherein the Real Property and/or the Improvements are located). To the extent permitted under applicable law, this Mortgage shall also be deemed to be a "security agreement" (as defined in the UCC). If the lien of this Mortgage is subject to a security interest covering any such personal property, then all of the right, title and interest of Mortgagor in and to any and all such property is hereby assigned to Mortgagee, together with the benefits of all deposits and payments now or hereafter made thereon by Mortgagor; and

IV. All of the right, title and interest of Mortgagor in and to all leases, rents, issues, and profits, lettings and licenses of the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby or any part thereof (other than the Lease) (the "Subleases"), now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash and securities deposited thereunder, the right to receive and collect the rents, issues and profits payable thereunder and the right to enforce, whether by action at law or in equity or by other means, all provisions, covenants and agreements thereof; and

V. All right, title and interest of Mortgagor in and to all unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Mortgagor and all proceeds of the conversion, voluntary or involuntary, of the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby by any governmental or other lawful authority for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Property, the Improvements

and/or any other property or rights encumbered or conveyed hereby or any easement therein, including, but not limited to, awards for any change of grade of streets; and

VI. All right, title and interest of Mortgagor in and to all permits, licenses, approvals, authorities, agreements and plans and specifications, now existing or hereafter acquired, issued or obtained in connection with the construction of any improvements, now or hereafter existing, at the Real Property, whether now or hereafter issued, obtained or existing, and all amendments, extensions and renewals thereof; and

VII. All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutions and replacements of and all additions and appurtenances to the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby, hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Property, the Improvements and/or any other property or rights encumbered or conveyed hereby, and all conversions of the security constituted thereby which, 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 of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described herein (the Real Property and the Improvements, together with the fixtures and other property, rights, privileges and interests encumbered or conveyed hereby hereinafter, collectively, the "Premises").

TO HAVE AND TO HOLD, the Premises unto Mortgagee and its successors and assigns until the Indebtedness is paid in full or the term of the Lease ends, whichever is sooner, but subject, at all times, to the Permitted Exceptions.

AND Mortgagor covenants and agrees as follows:

ARTICLE I.
Representations and Warranties of Mortgagor

Mortgagor hereby represents and warrants to Mortgagee as follows:

Section 1.1. The Lease. (i) Mortgagor has a good and marketable title to the Leasehold Estate created by the Lease and is the owner of a valid and subsisting interest as lessee under the Lease subject to no lien, exception, charge or other encumbrance, except such as are listed on Schedule C (the "Permitted Exceptions"); (ii) the Lease is in full force and effect and has not been assigned, modified, amended, cancelled, surrendered, terminated, supplemented or extended in any way; (iii) the Lease represents the entire agreement between the parties as to the leasing of the Premises; (iv) there is no default which has occurred and is continuing under the Lease nor has any act, omission and/or event occurred which, with notice, the passage of time, or both, would constitute a default under the Lease by either the Landlord or the lessee thereunder; (v) all rental payments and other charges under the Lease which are due and owing from the lessee thereunder as of the date of the execution and delivery of this Mortgage have been paid in full, including, but not limited to, the security deposits specified therein; (vi) the Lease is not subject to any exceptions, charges, liens, or other encumbrances to title whatsoever on the

interest of the Landlord thereunder except for the Permitted Exceptions; (vii) this Mortgage is and will remain a legal, valid, binding and enforceable first lien on and prior security interest in the Premises subject only to the exceptions referred to above; (viii) Mortgagor has full right, power and authority to mortgage its interest and leasehold estate under the the Lease, subject to all of the conditions, covenants and obligations of the Lease and to the rights of Landlord thereunder, pursuant to Section XIII of the Lease and the terms of the Estoppel Certificate; (ix) Mortgagor knows of no adverse claim to the title and/or possession of Mortgagor or a landlord under the Lease (the "Landlord"); (x) no fire or casualty has affected the Real Property and Mortgagor knows of no actual or proposed condemnation or eminent domain proceeding or settlement in lieu thereof which currently may affect or affects same; and (xi) Mortgagor has obtained the prior consent of the Landlord to the assignment of the Lease to Mortgagee, to the extent required under the Lease.

Section 1.2. Mortgage Authorized. The execution and delivery of this Mortgage has been duly authorized by the directors of Mortgagor and there is no provision in the certificate of incorporation or Code of Regulations or any other organizational document of Mortgagor requiring further consent for such action by any other entity or person. Mortgagor is duly organized, validly existing and is in good standing under the laws of the state of its formation, and has (i) all necessary licenses, authorizations, registrations, permits and/or approvals (the absence of which will not have a material effect upon the conduct of Mortgagor's business at the Premises taken as a whole) and (ii) full power and authority to own its properties and carry on its business as presently conducted and the execution and delivery by it of, and performance of its obligations under, the Lease, this Mortgage and the Other Loan Documents will not result in Mortgagor being in default under any provision of its certificate of incorporation or by-laws or of any mortgage, lease, credit or other agreement to which it is a party or which affects it or the Premises, or any part thereof.

Section 1.3. Flood Insurance Status. The Premises are not located within an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards pursuant to the National Flood Insurance Act of 1968, and the Flood Disaster Protection Act of 1973, as same may have been amended to date.

Section 1.4. Operation of the Premises. Except for those items the absence of which shall not have a material effect upon the conduct of Mortgagor's business at the Premises taken as whole, (i) Mortgagor has all necessary certificates, licenses, authorizations, registrations, permits and/or approvals (the absence of which will not have a material effect upon the conduct of Mortgagor's business at the Premises taken as a whole) necessary for the operation of the Premises or any part thereof, and all required environmental permits, all of which as of the date of the signing hereof are in full force and effect and not, to the knowledge of Mortgagor, subject to any revocation, amendment, release, suspension, forfeiture or the like, (ii) the present use and/or occupancy of the Premises and/or Improvements does not conflict with or violate any such certificate, license, authorization, registration, permit and/or approval, or any applicable law, ordinance, statute, rule, order, requirement or regulation and (iii) Mortgagor has delivered to Mortgagee, prior to the signing hereof, duplicate original or appropriately certified copies of all such certificates, licenses, authorizations, registrations, permits and/or approvals relating to the Premises requested by Mortgagee.

Section 1.5. Other Representations. All of the representations and warranties of Mortgagor contained in the Loan Agreement or Other Loan Documents are hereby incorporated herein by reference to the same extent and with the same force as if fully set forth herein.

ARTICLE II.
Covenants of Mortgagor

Section 2.1. Payment of the Indebtedness. Mortgagor will punctually pay the Indebtedness in same day funds as provided herein and in the Loan Agreement, all in the coin and currency of the United States of America which is legal tender for the payment of public and private debts.

Section 2.2. Maintenance of the Improvements.

(i) Mortgagor shall maintain the Improvements in good repair pursuant to the Lease, shall comply with the requirements of any Governmental Authority (as hereinafter defined) claiming jurisdiction over the Premises within the lesser of thirty (30) days after an order (an "Order") containing such requirement has been issued by any such authority, the failure of which to comply in all material respects could, individually or in the aggregate, reasonably be expected to result, in a material adverse effect on the Premises or the validity and priority of the lien of this Mortgage (unless such requirement cannot be complied with within such thirty (30) day period, in which event Mortgagor shall have such longer period as necessary to cause compliance provided, however, that Mortgagor shall promptly commence and diligently prosecute to completion such compliance and provided, further, that such period shall not exceed the time required pursuant to the terms of such Order) or the time required pursuant to the terms of such Order and shall permit Mortgagee, to enter upon the Improvements and inspect the Improvements at all reasonable hours, and without prior notice, but provided, however, that Mortgagee shall use reasonable efforts to avoid unreasonable interference with Mortgagor's regular business operations. Mortgagor shall not, without the prior written consent of Mortgagee, threaten, commit, permit or suffer to occur any waste to any material property on or part of the Premises or except as may be expressly permitted under the terms of the Loan Agreement, the material alteration, demolition or removal of the Improvements or any part thereof; provided, however, that fixtures and articles of personal property owned by Mortgagor may be removed from the Improvements if Mortgagor concurrently therewith or prior thereto replaces same with equivalent items which do not reduce the value of the Premises or the Improvements, free of any lien, charge or claim superior to the lien and/or security interest created hereby, and Mortgagee will not unreasonably withhold its consent to any alterations or demolition required for the operation of Mortgagor's business.

(ii) Nothing in this Section 2.2 shall require the compliance by Mortgagor with any Order so long as (a) the failure so to do shall not be a default or event of default under any deed of trust, mortgage or security agreement affecting the Premises, any part thereof or interest therein, (b) the failure so to do shall not result in the voiding, rescission or invalidation of the certificate of occupancy or any other license, certificate, permit or registration in respect of the Premises, (c) the failure so to do shall not prevent, hinder or interfere with the lawful use and occupancy of the entirety of the Improvements for their present use and occupancy, (d) the failure so to do shall not void or invalidate any insurance maintained by Mortgagor in respect of

the Premises, or result in an increase of any premium therefor or a decrease in any coverage provided thereby, and (e) Mortgagor in good faith and at its own expense shall contest the Order or the validity thereof by appropriate legal proceedings, which proceedings must operate to prevent (1) the occurrence of any of the events described in the preceding clauses (a) through (d) of this paragraph (ii) and (2) the collection or other realization on any sums due or payable as a consequence of the Order, the sale of any lien arising in respect of the Order, and/or the sale or forfeiture of the Premises, any part thereof or interest therein, or the sale of any lien connected therewith; provided that during such contest Mortgagor shall, at the option of Mortgagee, provide security satisfactory to Mortgagee assuring the discharge of Mortgagor's obligations hereunder and of any interest, charge, fine, penalty, fee or expense arising from or incurred as a result of such contest; and provided further if at any time compliance with any obligation imposed upon Mortgagor by the Order shall become necessary to prevent (1) the occurrence of any of the events described in clauses (a) through (d) of this paragraph (ii) or (2) the delivery of a deed conveying the Premises or any portion thereof or interest therein because of noncompliance, or the sale of a lien in connection therewith, or (3) the imposition of any penalty, fine, charge, fee, cost or expense on Mortgagee, then Mortgagor shall comply with the Order in sufficient time to prevent the occurrence of any such events, the delivery of such deed or the sale of such lien, or the imposition of such penalty, fine, charge, fee, cost or expense on Mortgagee.

Section 2.3. Environmental Covenants and Provisions.

(i) For the purposes of this Section 2.3 the following terms shall have the following meanings: (a) the term "Hazardous Material" shall mean any material or substance that, whether by its nature or use, is subject to regulation under any applicable Environmental Requirement, (b) the term "Environmental Requirements" shall collectively mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), all as presently in effect and as the same may hereafter be amended, any regulation pursuant thereto, or any other law, ordinance, rule, regulation, order or directive addressing environmental, health or safety issues of or by any Governmental Authority, and (c) the term "Governmental Authority" shall mean the federal government, or any state or other political subdivision thereof, or any agency, court or body of the federal government, any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions, and (d) the term "diligent inquiry" shall mean a level of inquiry at least equal to any environmental site assessment of the Premises conducted in accordance with Mortgagee's environmental policies and procedures.

(ii) Grantor hereby represents and warrants to Mortgagee that, except as disclosed on Schedule B attached hereto and made a part hereof, to Mortgagor's knowledge (a) no Hazardous Material is currently located at, on, in, under or about the Premises in violation of any applicable Environmental Requirements, (b) no Hazardous Material is currently located at, in, on, under or about the Mortgaged Property in a manner which violates any applicable Environmental Requirement, or which requires cleanup or corrective action under any applicable Environmental Requirement, (c) no releasing, emitting, discharging, leaching, dumping or disposing of any Hazardous Material from the Premises onto or into any other property or from

any other property onto or into the Premises is occurring in violation of any applicable Environmental Requirement, and (d) no notice of violation, lien, complaint, suit, order or other notice with respect to the environmental condition of the Premises is outstanding, nor has any such notice been issued which has not been fully satisfied and complied with in a timely fashion so as to bring the Premises into full compliance with all applicable Environmental Requirements.

(iii) Mortgagor will not generate, store, handle, process, dispose of or otherwise use, and will not permit any tenant or other occupant of the Premises to generate, sort, handle, process, dispose of or otherwise use, Hazardous Materials at, in, on, under or about the Premises except in compliance with applicable law. Mortgagor shall notify Mortgagee promptly in the event of any spill or other release of any Hazardous Material at, in, on, under or about the Premises which is required to be reported to a Governmental Authority under any applicable Environmental Requirement, will promptly forward to Mortgagee copies of any written notices received by Mortgagor relating to alleged violations of any applicable Environmental Requirement and, to the extent it is Mortgagor's obligation, as opposed to the Landlord's obligation to do so under the Lease, will promptly pay when due any fine or assessment against Mortgagee (except as provided in Section 2.3(v) hereof), Mortgagor or the Premises relating to any applicable Environmental Requirement.

(iv) If at any time it is determined that the operation or use of the Premises violates any applicable Environmental Requirement or that there are Hazardous Materials located at, in, on, under or about the Premises, other than those described on Schedule B which, under any applicable Environmental Requirement, require special handling in collection, storage, treatment or disposal, or any other form of cleanup or corrective action, Mortgagor shall, within thirty (30) days after receipt of notice thereof from any Governmental Authority or from Mortgagee, take, at its sole cost and expense, such actions as may be necessary to fully comply in all respects with all applicable Environmental Requirements that are not the obligations of the Landlord under the Lease, provided, however, that if such compliance cannot reasonably be completed within such thirty (30) day period, Mortgagor shall commence such necessary action within such thirty (30) day period and shall thereafter diligently and expeditiously proceed to complete in a timely fashion with all applicable Environmental Requirements. If Mortgagor fails to timely take, or to diligently and expeditiously proceed to complete in a timely fashion, any such action for which Mortgagor is responsible under the Lease and which is not the obligation of the Landlord under the Lease, Mortgagee may, in its sole and absolute discretion, make advances or payments towards the performance or satisfaction of the same, but shall in no event be under any obligation to do so. All sums so advanced or paid by Mortgagee (including, without limitation, reasonable counsel and consultant fees and expenses, investigation and laboratory fees and expenses, and fines or other penalty payments) and all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, upon demand, become due and payable from Mortgagor and shall bear interest at the Default Rate from the date any such sums are so advanced or paid by Mortgagee until the date any such sums are repaid by Mortgagor to Mortgagee. Mortgagor will execute and deliver, promptly upon request, such instruments as Mortgagee may reasonably deem useful or necessary to permit Mortgagee to take any such action, and such additional notes and mortgages, as Mortgagee may require to secure all sums so advanced or paid by Mortgagee. Other than for matters disclosed on Schedule B, if a lien is filed against the Premises by any Governmental Authority resulting from the need to expend or the actual expending of monies arising from an action or omission,

whether intentional or unintentional, of Mortgagor for which Mortgagor is responsible resulting in the releasing, spilling, leaking, leaching, pumping, emitting, pouring, emptying or dumping of any Hazardous Material into the waters or onto land located within or without the state where the Premises are located, then Mortgagor will, within thirty (30) days from the date that Mortgagor is first given notice that such lien has been placed against the Premises (or within such shorter period of time as may be specified by Mortgagee if such Governmental Authority has commenced steps to cause the Premises to be sold pursuant to such lien) either (a) pay the claim and remove the lien, or (b) furnish a cash deposit, bond, or such other security with respect thereto as is reasonably satisfactory in all respects to Mortgagee and is sufficient to effect a complete discharge of such lien on the Premises. Mortgagee may, at its option, if Mortgagee reasonably believes that a Hazardous Material or other environmental condition violates any applicable Environmental Requirement, cause an environmental audit of the Premises or portions thereof to be conducted to confirm Mortgagor's compliance with the provisions of this Section, and Mortgagor shall cooperate in all reasonable ways with Mortgagee in connection with any such audit and shall pay all costs and expenses incurred in connection therewith.

(v) Mortgagor will defend, indemnify, and hold harmless Mortgagee, its employees, agents, officers, and directors, from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise (including, without limitation, reasonable counsel and consultant fees and expenses, investigation and laboratory fees and expenses, court costs, and litigation expenses) arising out of, or in any way related to, (a) any breach by Mortgagor of any of the provisions of this Section, (b) the presence, disposal, spillage, discharge, emission, leakage, release, or threatened release of any Hazardous Material which is at, in, on, under, about, from or affecting the Premises, including, without limitation, any damage or injury resulting from any such Hazardous Material to or affecting the Premises or the soil, water, air, vegetation, buildings, personal property, persons or animals located on the Premises or on any other property or otherwise, except for any damage or injury resulting from any such Hazardous Material first introduced onto the Premises by Mortgagee after acquiring title or actual possession of the Premises, (c) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Material, except for any damage or injury arising out of the Hazardous Material first introduced onto the Premises by Mortgagee after acquiring title or actual possession of the Premises, (d) any lawsuit brought or threatened, settlement reached, or order or directive of or by any Governmental Authority relating to such Hazardous Material, except for any Governmental Authority arising from any such Hazardous Material first introduced onto the Premises by Mortgagee after acquiring title or actual possession of the Premises, or (e) any violation of any applicable Environmental Requirement or any policy or requirement of Mortgagee hereunder, except for the violations after Mortgagee acquires title to or actual possession of the Premises, (f) any violation of the applicable Environmental Requirements disclosed in the Environmental Reports, or (g) any failure of Mortgagor to implement any remedial or preventive work recommended in the Environmental Reports within a time period set forth for such work therein or under any of the Other Loan Documents. This indemnification shall, notwithstanding any exculpatory or the provision of any nature whatsoever to the contrary set forth in the Loan Agreement, this Mortgage or any other document or instrument now or hereafter executed and delivered in connection with the loans evidenced by the Note and secured by this Mortgage, constitute the personal recourse undertakings, obligations and liabilities of Mortgagor.

(vi) Other than for matters disclosed on Schedule B, if this Mortgage is foreclosed or Mortgagor tenders a deed or assignment in lieu of foreclosure, Mortgagor shall deliver the Premises to the purchaser at foreclosure or to Mortgagee, its nominee, or wholly owned subsidiary, as the case may be, in a condition that complies in all respects with all applicable Environmental Requirements.

(vii) The obligations and liabilities of Mortgagor under Section 2.3(iii) hereof shall survive and continue in full force and effect and shall not be terminated, discharged or released, in whole or in part, irrespective of whether the Indebtedness has been paid in full and irrespective of any foreclosure of this Mortgage or the sale of the Premises or acceptance by Mortgagee, its nominee or wholly owned subsidiary of a deed or assignment in lieu of foreclosure and irrespective of the discharge, satisfaction, release or assignment of this Mortgage or of any other fact or circumstance of any nature whatsoever.

(viii) Notwithstanding anything to the contrary contained in this Section 2.3 and Section 4.16 hereof, the parties intend that the environmental provisions of the Other Loan Documents shall be in addition to, and not in substitution or limitation of, the environmental provisions of this Section 2.3.

Section 2.4. Insurance; Coverage. Subject to and in accordance with the terms and conditions of the Loan Agreement, Mortgagor shall keep the Improvements insured against (i) damage by fire and the other hazards covered by the standard extended coverage all risk insurance policy, and (ii) damage by vandalism, malicious mischief, and such other hazards against which Mortgagee shall require insurance, and each policy of insurance required pursuant to this Section 2.4 shall be endorsed to name Mortgagee and its successors and assigns as a mortgagee-loss payee thereunder, as its interest may appear, with loss payable to Mortgagee without contribution or assessment, under a standard non-contributory clause and shall contain a "Full Replacement Cost Endorsement," "Waiver of Co-insurance Endorsement," and "Permission to Occupy "Endorsement". All insurance policies and endorsements required pursuant to this Section 2.4 shall be fully paid for, nonassessable and contain such provisions (including, without limitation, inflation guard and replacement cost endorsements) and expiration dates and shall be in such form and amounts and issued by such insurance companies with a rating of "A+" or better as established by Best's Rating Guide (or an equivalent rating with such other publication of a similar nature as shall be in current use), or such other companies, as shall be reasonably approved by Mortgagee. Mortgagor shall additionally keep the Improvements insured against loss by flood if the Premises are located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which the Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973, as the same may have been or may hereafter be amended or modified (and any successor acts thereto), applies, in an amount at least equal to the outstanding Indebtedness or the maximum limit of coverage available with respect to the Improvements under said Act, whichever is less, and with a company or companies satisfactory to Mortgagee. In all events and without a modification of or limitation on the foregoing, subject to the Landlord's and Landlord's lender's rights under the Lease and the rights of the Landlord's mortgage lender under its mortgage (collectively, such Landlord's lender and Landlord's mortgage lender, are collectively hereinafter referred to as the "Landlord's Lender"), Mortgagor will assign and deliver the policy or policies (or true copies thereof) of all such insurance to Mortgagee, which policy or policies shall have endorsed thereon the standard non-

contributory mortgagee clause (provided, however, Mortgagee shall have thirty (30) days' notice from the insurer prior to the expiration, cancellation or termination (for any reason whatsoever) of any policy) in the name of Mortgagee, so and in such manner and form that Mortgagee and its successors and assigns shall at all times have and hold said policy or policies as collateral and further security for the payment of the Indebtedness until the full payment of the Indebtedness. Insurance required hereunder may be carried by Mortgagor pursuant to blanket policies, provided that (i) such blanket insurance policy provides for the allocation of the insurance proceeds for the Premises only in the amount which would be allocated to the Premises if the Premises would have been insured on a single policy basis, and (ii) all other requirements herein set forth are satisfied and that the underlying policy in respect of the Premises is assigned and delivered to Mortgagee as herein required. In the event that Mortgagor fails to keep the Premises insured in compliance with the Loan Agreement or this Section 2.4, Mortgagee may, but shall not be obligated to, obtain insurance and pay the premiums therefor and Mortgagor shall, on demand, reimburse Mortgagee for all reasonable out-of-pocket sums, advances and expenses incurred in connection therewith and Mortgagor acknowledges and agrees that Mortgagee may charge the Loan Account for all such sums, advances and expenses and such Loan added to the Obligations secured hereby. Mortgagor shall deliver copies of all original policies to Mortgagee together with the endorsements thereto required hereunder. Subject to the rights of the Landlord and Landlord's Lender under the Lease, the proceeds of insurance paid on account of any damage or destruction to the Premises or any part thereof shall be paid over to Mortgagee to be applied as hereinafter provided. Notwithstanding anything to the contrary contained herein or in any provision of applicable law, the proceeds of insurance policies coming into the possession of Mortgagee shall not be deemed trust funds and Mortgagee shall be entitled to dispose of such proceeds as hereinafter provided in Section 2.5 hereof. In the event of a foreclosure of the Premises or transfer of the Premises in lieu of foreclosure, or purchase or sale of the Premises at a foreclosure, all of Mortgagor's interest in insurance policies then in force with respect to the Premises shall inure to the benefit of and pass to the transferee or purchaser of the Premises, as the case may be.

Section 2.5. Insurance; Proceeds. Subject, in each case below, to the terms of the Loan Agreement, Mortgagor shall give Mortgagee prompt notice of any loss covered by insurance and Mortgagee shall have the right to join Mortgagor in adjusting any loss in excess of \$200,000. Subject to the rights of the Landlord and the Landlord's Lender under the Lease and in accordance with the terms of the Loan Agreement, Mortgagee shall have the option, in its sole discretion, to apply any insurance proceeds it may receive pursuant to Section 2.4 hereof, or otherwise, to the payment of the Indebtedness or to allow all or a portion of such proceeds to be used for the restoration of the Improvements, subject, however, to the provisions of Section 2.6 hereof. In the event any such insurance proceeds shall be used to reduce the Indebtedness, the same shall be applied by Mortgagee, after the deduction therefrom and repayment to Mortgagee of any and all costs incurred by Mortgagee in the recovery thereof, in any manner it shall designate, including but not limited to, the application of such proceeds to the then unpaid installments of the principal balance of the Indebtedness in the inverse order of their maturity, such that the regular payments, if any, under the Note shall not be reduced or altered in any manner. In the event that Mortgagee elects to allow the use of such proceeds for the restoration of the Improvements, then such use of the proceeds shall be governed as hereinafter provided in Section 2.7 hereof. Notwithstanding anything to the contrary contained herein, in the event of

any single casualty loss, the provisions of Section 5.1 of the Loan Agreement shall govern the application of the proceeds.

Section 2.6. Restoration of the Improvements. Subject to the rights of the Landlord and the Landlord's Lender under the Lease, in the event of damage or destruction of the Improvements, or any part thereof, as a result of casualty, condemnation, taking or other cause, Mortgagor shall give prompt written notice thereof to Mortgagee and (except in the event of impossibility of restoration or repair in the event of condemnation or other taking), provided that Mortgagee in its reasonable discretion exercised in good faith shall make available to Mortgagor the insurance proceeds (if any) (or in the event of condemnation or taking, the award (if any) arising out of such condemnation or taking) recovered by Mortgagee as herein provided, Mortgagor shall promptly commence and diligently continue to perform the repair, restoration and rebuilding of that portion of the Improvements so damaged or destroyed (hereinafter, the "Work") so as to restore the Improvements in full compliance with all applicable legal requirements and so that the Improvements shall be at least equal in value and general utility as they were prior to the damage or destruction, and if the Work to be done is structural or if the cost of the Work, as estimated by Mortgagee, shall exceed \$100,000 (hereinafter, collectively, "Major Work"), Mortgagor shall, prior to the commencement of the Major Work, furnish to Mortgagee for its approval: (i) complete plans and specifications for the Major Work, with satisfactory evidence of the approval thereof (a) by all governmental authorities whose approval is required, (b) by all parties to or having an interest in the leases, if any, of any portion of the Premises whose approval is required, and (c) by an architect reasonably satisfactory to Mortgagee (hereinafter, the "Architect") and which shall be accompanied by the Architect's signed estimate, bearing the Architect's seal, of the entire cost of completing the Major Work; and (ii) certified or photostatic copies of all permits and approvals required by law in connection with the commencement of the Work and as and when obtainable, the conduct of the Work. Mortgagor shall not commence any of the Major Work until Mortgagor shall have complied with the applicable requirements referred to in this Section, and after commencing the Major Work Mortgagor shall perform the Major Work diligently and in good faith in accordance with the plans and specifications referred to in this Section 2.6 hereof, if applicable.

Section 2.7. Restoration; Advances. Subject to the rights of the Landlord and the Landlord's Lender under the Lease, in the event that (A) the Lease requires or (B) Mortgagee either (a) is required pursuant to the terms of the Loan Agreement or (b) in its sole discretion, elects to apply insurance proceeds to the restoration of the Improvements, the insurance proceeds (or, in the case of condemnation or taking, the award therefor in the event that Mortgagee either shall be required pursuant to the terms of the Loan Agreement or, in its sole discretion, shall elect to apply such award to repair and restoration) recovered by Mortgagee on account of damage or destruction to the Improvements (if any) less the cost, if any, to Mortgagee of such recovery and of paying out such proceeds (including reasonable attorneys' fees and costs allocable to inspecting the Work and the plans and specifications therefor), shall be applied by Mortgagee to the payment of the cost of the Work and shall be paid out from time to time to Mortgagor and/or, at Mortgagee's option exercised from time to time, directly to the contractor, subcontractors, materialmen, laborers, engineers, architects and other persons rendering services or materials for the Work, as said Work progresses except as otherwise hereinafter provided, but subject to the following conditions, any of which Mortgagee may waive:

(i) if the Work to be done is Major Work, as determined by Mortgagee, the Architect shall review the Work;

(ii) each request for payment shall be made on seven (7) days' prior notice to Mortgagee and shall be accompanied by (a) a certificate of the chief financial officer of Mortgagor specifying the party to whom (and for the account of which) such payment is to be made and (b) a certificate of the Architect if one is required under Section 2.6 hereof, otherwise by a certificate of the chief financial officer of Mortgagor stating (a) that all of the Work completed has been done in compliance with the approved plans and specifications, if any are required under said Section 2.6, and in accordance with all provisions of law; (b) the sum requested is justly required to reimburse Mortgagor for payments by Mortgagor to, or is justly due to, the contractor, subcontractors, materialmen, laborers, engineers, architects or other persons rendering services or materials for the Work (giving a brief description of such services and materials), and that when added to all sums, if any, previously paid out by Mortgagee does not exceed the value of the Work done to the date of such certificate, and (c) that the amount of such proceeds remaining in the hands of Mortgagee, together with any sums made available by Mortgagor will be sufficient on completion of the Work to pay for the same in full (giving in such reasonable detail as Mortgagee may require an estimate of the cost of such completion);

(iii) each request shall be accompanied by sworn statements and waivers of liens, or if unavailable, lien bonds, satisfactory to Mortgagee covering that part of the Work previously paid for, if any, and by a search prepared by the title insurance company insuring the lien of this Mortgage or by such other title company or licensed abstractor satisfactory to Mortgagee or by other evidence satisfactory to Mortgagee, that there has not been filed with respect to the Premises any mechanic's lien or other lien or instrument for the retention of title in respect of any part of the Work not discharged of record and that there exist no encumbrances on or affecting the Premises (or any part thereof) other than encumbrances, if any, existing as of the date hereof and which have been approved by Mortgagee;

(iv) no event shall have occurred and be continuing which with the passage of time or the giving of notice, or both, would constitute an Event of Default;

(v) the request for any payment after the Work has been completed shall be accompanied by certified copies of all certificates, permits, licenses, waivers and/or other documents required by law (or pursuant to any agreement binding upon Mortgagor or affecting the Premises or any part thereof) to render occupancy of the Premises legal;

(vi) the Work can be completed no later than three (3) months prior to the maturity date of the Note; and

(vii) Mortgagor, prior to the commencement of the Work, shall have deposited with Mortgagee an amount equal to the difference between the cost of the Work, as estimated by the Architect, and the net insurance proceeds (or condemnation award, as the case may be) after the deduction therefrom of the cost, if any, to Mortgagee of the recovery and paying out of such proceeds (including reasonable attorneys' fees and costs allocable to inspecting the Work and the plans and specifications therefor).

Upon completion of the Work and payment in full therefor, or upon failure on the part of Mortgagor promptly to commence or diligently to continue the Work, or at any time upon request by Mortgagor, Mortgagee may, at its option, apply the amount of any such proceeds then or thereafter in the hands of Mortgagee to the payment of the Indebtedness, provided, however, that nothing herein contained shall prevent Mortgagee from applying at any time the whole or any part of such proceeds to the curing of any Event of Default.

In the event the Work to be done is not Major Work, as determined by Mortgagee, then the net insurance proceeds held by Mortgagee for application thereto shall be paid to Mortgagor by Mortgagee from time to time upon submission to Mortgagee of bills and/or invoices showing costs incurred in connection with the Work, subject, however, to the foregoing provisions of this Section 2.7, except those which are applicable only if the Work to be done is Major Work, as determined by Mortgagee.

Section 2.8. Restoration by Mortgagee. Subject to the rights of the Landlord and the Landlord's Lender under the Lease, provided that Mortgagee shall make available to Mortgagor the insurance proceeds (if any) recovered by Mortgagee as herein provided, if within one hundred twenty (120) days after the occurrence of any damage or destruction to the Improvements requiring Major Work in order to restore the Improvements, Mortgagor shall not have submitted to Mortgagee and received Mortgagee's approval of plans and specifications for the repair, restoration and rebuilding of the Improvements so damaged or destroyed (approved by the Architect and by all governmental authorities and other persons or entities, if any, whose approval is required), or if, after such plans and specifications are approved by all such governmental authorities and other persons or entities, if any, and Mortgagee, Mortgagor shall fail to commence promptly such repair, restoration and rebuilding, or if thereafter Mortgagor fails diligently to continue such repair, restoration and rebuilding or is delinquent in the payment to mechanics, materialmen or others of the costs incurred in connection with such Major Work, or, in the case of any damage or destruction not requiring Major Work, as determined by Mortgagee, in order to restore the Improvements, if Mortgagor shall fail to repair, restore and rebuild promptly the Improvements so damaged or destroyed, then, in addition to all other rights herein set forth, and after giving Mortgagor ten (10) days' written notice of the nonfulfillment of one or more of the foregoing conditions, Mortgagee, or any lawfully appointed receiver of the Premises, may at their respective options, perform or cause to be performed such repair, restoration and rebuilding, and may take such other steps as they deem advisable to perform such repair, restoration and rebuilding, and upon seventy-two (72) hours' prior written notice to Mortgagor, Mortgagee may enter upon the Improvements to the extent reasonably necessary or appropriate for any of the foregoing purposes, and Mortgagor hereby waives, for Mortgagor and all others holding under Mortgagor, any claim against Mortgagee and such receiver arising out of anything done by Mortgagee or such receiver pursuant hereto (other than for claims relating to acts of gross negligence or willful or intentional misconduct on the part of the Mortgagee or such receiver as determined by a final and non-appealable judgment of a court of competent jurisdiction), and the Mortgagee, and Mortgagee may, at its option, apply insurance proceeds (without the need by Mortgagee to fulfill any other requirements of this Mortgage) to reimburse Mortgagee, and/or such receiver for all amounts expended or incurred by them, respectively, in connection with the performance of such Work, and any excess costs shall be paid by Mortgagor to Mortgagee upon demand, and such payment of excess costs shall be deemed part of the Indebtedness and shall be secured by the lien of this Mortgage.

Section 2.9. Maintenance of Existence. Mortgagor will, so long as it is owner of the Premises (or any part thereof or interest therein), do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of the state of its formation and, subject to the provisions of paragraph (ii) of Section 2.2 hereof, will comply in all material respects with all regulations, rules, ordinances, statutes, orders and decrees of any Governmental Authority or court applicable to Mortgagor, or to the Premises or any part thereof, in each case the noncompliance with which or violation of which could, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the Premises.

Section 2.10. Taxes and Other Charges.

(i) To the extent Mortgagor is required to do so under the Lease, Mortgagor shall pay and discharge by the last day payable without penalty or premium all taxes of every kind and nature, water rates, sewer rents and assessments, levies, permits, inspection and license fees and all other charges imposed upon or assessed against the Premises or any part thereof or upon the revenues, rents, issues, income and profits of the Premises or arising in respect of the occupancy, use or possession thereof (collectively, the "Impositions"). To the extent Mortgagor is required to do so under the Lease, Mortgagor shall exhibit to Mortgagee within ten (10) Business Days after request and after the same are required to be paid pursuant to the foregoing sentence, validated receipts or other evidence satisfactory to Mortgagee showing the payment of such taxes, assessments, water rates, sewer rents, levies, fees and other charges which may be or become a lien on the Premises. Should Mortgagor default in the payment of any of the foregoing taxes, assessments, water rates, sewer rents, levies, fees or other charges which are the obligations of Mortgagor under the Lease, Mortgagee may, but shall not be obligated to, pay the same or any part thereof and Mortgagor shall, on demand, reimburse Mortgagee for all amounts so paid and Mortgagor acknowledges and agrees that Mortgagee may charge the Loan Account for all such amounts and such Loan added to the Obligations secured hereby.

(ii) Nothing in this Section 2.10 shall require the payment or discharge of any obligation imposed upon Mortgagor by subsection (i) of this Section 2.10 so long as Mortgagor shall in good faith and at its own expense contest the same or the validity thereof by appropriate legal proceedings, which proceedings must operate to prevent the collection thereof or other realization thereon, the sale of the lien thereof and the sale or forfeiture of the Premises or any part thereof, to satisfy the same; provided that during such contest Mortgagor shall, at the option of Mortgagee, establish reserves reasonably satisfactory to Mortgagee, assuring the discharge of Mortgagor's obligation hereunder and of any additional interest charge, penalty or expense arising from or incurred as a result of such contest; and provided, further, that if at any time payment of any obligation imposed upon Mortgagor by subsection (i) of this Section 2.10 shall become necessary to prevent the delivery of a tax deed conveying the Premises or any portion thereof or the sale of the tax lien therefor because of non-payment, or the imposition of any penalty or cost on Mortgagee, then Mortgagor shall pay the same in sufficient time to prevent the delivery of such tax deed or the sale of such lien, or the imposition of such penalty or cost on Mortgagee.

(iii) Mortgagor shall pay when due all (a) premiums for fire, hazard and other insurance required to be maintained by Mortgagor on the Premises pursuant to the terms of the Loan Agreement and Section 2.4 hereof, (b) title insurance premiums relating to the insurance to

be maintained on the Premises in connection with the Mortgage, and (c) any and all other costs, expenses and charges expressly required to be paid hereunder, and subject to the provisions hereof, to be paid for the maintenance and/or protection of, or on account of, any other collateral delivered, assigned, pledged, mortgaged, transferred or hypothecated to Mortgagee as security for the Indebtedness or in connection with the execution and delivery of this Mortgage.

Section 2.11. Mechanics' and Other Liens.

(i) Mortgagor shall pay, bond or discharge of record, from time to time, within thirty (30) days after the earlier of the filing or receiving notice thereof, all liens (and all claims and demands of mechanics, materialmen, laborers or others, which, if unpaid, might result in or permit the creation of a lien) on or affecting the Premises or any part thereof, or on or affecting the revenues, rents, issues, income or profits arising therefrom and, in general, Mortgagor forthwith shall do, at the cost of Mortgagor and without expense to Mortgagee, everything necessary to fully preserve the lien of this Mortgage. In the event that Mortgagor fails in a timely manner to make payment in full of, bond or discharge such liens as required hereby, Mortgagee may, but shall not be obligated to, make payment, bond or discharge such liens, upon notice to Mortgagor, if practicable, in order to preserve the lien of this Mortgage or the collateral value of the Premises and Mortgagor shall, on demand, reimburse Mortgagee for all sums so expended and Mortgagor acknowledges and agrees that Mortgagee may charge the Loan Account for all such sums and such Loan added to the Obligations secured hereby.

(ii) Nothing in this Section 2.11 shall require the payment or discharge of any obligation imposed upon Mortgagor by subsection (i) of this Section 2.11 so long as Mortgagor shall bond or discharge any lien on the Premises arising from such obligation or in good faith and at its own expense contest the same or the validity thereof by appropriate legal proceedings, which proceedings must operate to prevent the collection thereof or other realization thereon, the sale of the lien thereof and the sale or forfeiture of the Premises or any part thereof, to satisfy the same; provided that during such contest Mortgagor shall, at the option of Mortgagee, provide security reasonably satisfactory to Mortgagee, assuring the discharge of Mortgagor's obligation hereunder and of any additional interest charge, penalty or expense arising from or incurred as a result of such contest; and provided, further, that if at any time payment of any obligation imposed upon Mortgagor by subsection (i) of this Section 2.11 shall become necessary (a) to prevent the sale or forfeiture of the Premises or any portion thereof because of non-payment, or (b) to protect the lien of this Mortgage, then Mortgagor shall pay the same in sufficient time to prevent the sale or forfeiture of the Premises or to protect the lien of this Mortgage, as the case may be.

Section 2.12. Condemnation Awards. Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Premises or any portion thereof, will notify Mortgagee of the pendency of such proceedings. Mortgagee may participate in any such proceedings and Mortgagor from time to time will deliver to Mortgagee all instruments requested by it to permit such participation. Subject to the Landlord's and the Landlord's Lender's rights under the Lease, all awards and compensation payable to Mortgagor as a result of any condemnation or other taking or purchase in lieu thereof, of the Premises or any part thereof, are hereby assigned to and shall be paid to Mortgagee. Subject to the Landlord's and the Landlord's Lender's rights under the Lease, Mortgagor hereby authorizes Mortgagee to

collect and receive such awards and compensation, to give proper receipts and acquittances therefor in Mortgagee's sole discretion, to apply the same toward the payment of the Indebtedness, notwithstanding the fact that the Indebtedness may not then be due and payable, or to the restoration of the Improvements. In the event that any portion of the condemnation awards or compensation shall be used to reduce the Indebtedness, same shall be applied by Mortgagee in any manner it shall designate, including, but not limited to, the application of such award or compensation to the then unpaid installments of the principal balance of the Indebtedness in the inverse order of their maturity so that the regular payments under the Note shall not be reduced or altered in any manner. Mortgagor, upon request by Mortgagee, shall make, execute and deliver any and all instruments requested for the purpose of confirming the assignment of the aforesaid awards and compensation to Mortgagee free and clear of any liens, charges or encumbrances of any kind or nature whatsoever. Except as otherwise set forth in the Loan Agreement, Mortgagee shall not be limited to the interest paid on the proceeds of any award or compensation, but shall be entitled to the payment by Mortgagor of interest at the applicable rate provided for in the Loan Agreement.

Notwithstanding the voiding of the original sale(s) or leasing(s) of all or any portion of the Premises, Mortgagor shall continue to pay the Indebtedness at the time and in the manner provided for its payment in the Loan Agreement and in this Mortgage and the Indebtedness shall not be reduced until any payment therefor shall have been actually received and applied by Mortgagee to the discharge of the Indebtedness. Mortgagee may apply any such payment to the discharge of the Indebtedness whether or not then due and payable in such priority and proportions as Mortgagee in its discretion shall deem to be proper. If the Premises are sold, through foreclosure or otherwise, prior to the receipt by Mortgagee of such payment, Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive said payment, or a portion thereof sufficient to pay the Indebtedness, whichever is less. Mortgagor, after obtaining the prior written consent of Mortgagee, shall file and prosecute its claim or claims for any such payment in good faith and with due diligence and cause the same to be collected and paid over to Mortgagee, and hereby irrevocably authorizes and empowers Mortgagee, in the name of Mortgagor or otherwise, to collect and receipt for any such payment and to file and prosecute such claim or claims, and although it is hereby expressly agreed that the same shall not be necessary in any event, Mortgagor shall, upon demand of Mortgagee, make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning any such payment to Mortgagee, free and clear of any encumbrances of any kind or nature whatsoever other than Permitted Encumbrances.

Section 2.13. Costs of Defending and Upholding the Lien. If any action or proceeding is commenced to which action or proceeding Mortgagee is made a party or in which it becomes necessary to defend or uphold the lien of this Mortgage, Mortgagor shall, on demand, reimburse Mortgagee for all expenses (including, without limitation, reasonable attorneys' fees and disbursements and reasonable appellate attorneys' fees and disbursements) incurred by Mortgagee in any such action or proceeding and such expenses shall bear interest at the Default Rate until reimbursed, and all such expenses shall be secured hereby. In any action or proceeding to foreclose this Mortgage or to recover or collect the Indebtedness, the provisions of law relating to the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

Section 2.14. Additional Advances and Disbursements. Except as provided herein and if required under the Lease, Mortgagor shall pay by the last day payable without premium or penalty all payments and charges on all liens, encumbrances, ground and other leases and security interests which affect or may affect or attach or may attach to the Premises, or any part thereof, and in default thereof, Mortgagee shall have the right, but shall not be obligated, to pay, without notice to Mortgagor such payments and charges and Mortgagor shall, on demand, reimburse Mortgagee for amounts so paid. In addition, upon default of Mortgagor in the performance of any other terms, covenants, conditions or obligations by it to be performed hereunder or under any such lien, encumbrance, lease or security interest, Mortgagee shall have the right, but not the obligation, to pay such payments and charges, or to cure any other default in the name and on behalf of Mortgagor, and Mortgagor shall, on demand, reimburse Mortgagee for amounts so paid, or costs incurred in the curing of any default in a manner and as provided for in the Loan Agreement. Any such amounts advanced or incurred by Mortgagee, together with the interest thereon, shall be payable on demand, shall, until paid, be secured by this Mortgage as a lien on the Premises and shall be part of the Indebtedness.

Section 2.15. Costs of Enforcement. Mortgagor agrees to bear and pay all reasonable expenses (including, without limitation, reasonable attorneys' fees and disbursements and reasonable appellate attorneys' fees and disbursements for legal services of every kind) of or incidental to the enforcement of any provision hereof, or the enforcement, compromise or settlement of this Mortgage, the Note or the Indebtedness, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise in a manner and as provided in the Loan Agreement. All rights and remedies of Mortgagee shall be cumulative and may be exercised singly or concurrently.

Section 2.16. Waiver of Statutory Rights. Notwithstanding anything herein contained to the contrary, Mortgagor: (i) HEREBY WAIVES TRIAL BY JURY in any action, suit or counterclaim arising in connection with, out of or otherwise relating to the Loan Agreement, this Mortgage or any other document or instrument now or hereafter executed and delivered in connection therewith or the Indebtedness secured by this Mortgage, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise; (ii) hereby agrees and consents that any such claim or cause of action SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, and that Mortgagee may file an original counterpart or a copy of this Section with any court as written evidence of THE CONSENT OF MORTGAGOR TO THE WAIVER OF THEIR RIGHTS TO TRIAL BY JURY; (iii) will not (a) at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Premises or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor (b) claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision hereof, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor (c) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof including the equity of redemption and the statutory right of redemption; (iii) hereby expressly waives all benefit or advantage of any such law or laws; and (iv) covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Mortgagee, but to suffer and permit

the execution of every power as though no such law or laws had been made or enacted. Mortgagor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Premises (or any part thereof) marshalled upon any foreclosure hereof.

Section 2.17. Filing Charges, Recording Fees, Taxes, etc. Mortgagor shall pay any and all taxes, charges, filing, registration and recording fees, excises and levies imposed upon Mortgagee by reason of its ownership of the Note or this Mortgage or any mortgage supplemental hereto, any security instrument with respect to any interest of Mortgagor in and to any fixture or personal property at the Premises or any instrument of further assurance, other than income, franchise, succession, inheritance, business and similar taxes of Mortgagee and Lender, and shall pay all other taxes, if any, required to be paid on the Indebtedness. In the event Mortgagor fails to make such payment within ten (10) Business Days after written notice thereof to Mortgagee, then Mortgagee shall have the right, but shall not be obligated, to pay the amount due, and Mortgagor shall, on demand, reimburse Mortgagee for said out-of-pocket amount and Mortgagor acknowledges and agrees that Mortgagee may charge the Loan Account for all such amounts and such Loan added to the Obligations secured hereby.

Section 2.18. Restrictive Covenants and Leasing Requirements. Except as may be expressly permitted under the terms of the Loan Agreement and as provided by the Permitted Exceptions, without the prior written consent of Mortgagee, which shall not be unreasonably withheld, conditioned or delayed, Mortgagor shall not: (i) execute or permit to exist any Sublease or occupancy of the Premises or any part thereof; (ii) modify, renew or amend any Sublease or occupancy agreement affecting the Premises in any material respect with respect to the rent or the term of such Sublease; (iii) grant rent concessions, or discount any rents, or collect any rents for a period of more than one month in advance; (iv) execute any conditional bill of sale, chattel mortgage or other security instruments covering any furniture, furnishings, fixtures and equipment, intended to be incorporated in the Premises or the appurtenances thereto, or covering articles of personal property placed in the Premises or purchase any of such furniture, furnishings, fixtures and equipment so that ownership of the same will not vest unconditionally in Mortgagor, free from encumbrances on delivery to the Premises; (v) further assign the Subleases and rents affecting the Premises; (vi) sell, transfer, alienate, grant, convey or assign any interest in the Premises or any part thereof; (vii) further mortgage, encumber, alienate, hypothecate, grant a security interest in or grant any other interest whatsoever in the Premises or any part thereof, or interest therein; or (viii) if the Premises are now or should at any time in the future be subject to the terms of any rent control or rent stabilization statute, ordinance, rule or regulation, fail to comply and/or cause the Premises to comply in all material respects with the terms and requirements of such statute, ordinance, rule or regulation, so and in such fashion as to insure that the Premises shall be subject to the terms and provisions, and receive the benefits, of said statute, ordinance, rule or regulation.

Section 2.19. Assignment of Leases and Rents.

(i) Mortgagor hereby assigns to Mortgagee, as further security for the payment of the Indebtedness, its interest in the rents, issues and profits of the Premises payable to Mortgagor or in which Mortgagor has interest or to which Mortgagor is entitled, together with its interest in all leases and other documents evidencing such rents, issues and profits now or hereafter in effect and its interest in any and all deposits held as security under said leases, and

shall, upon demand, deliver to Mortgagee an executed counterpart of each lease or other document to which it is a party and which affects the Premises. Nothing contained in the foregoing sentence shall, be construed to bind Mortgagee to the performance of any of the covenants, conditions or provisions contained in any such lease or other document or otherwise to impose any obligation on Mortgagee (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease or in any law of the State in which the Premises are located in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Premises), except that Mortgagee shall be accountable for any money actually received pursuant to such assignment. Mortgagor hereby further grants to Mortgagee the right (i) to enter upon and take possession of the Premises for the purpose of collecting the said rents, issues and profits, (ii) to dispossess by the usual summary proceedings (or any other proceedings of Mortgagee's selection) any tenant defaulting in the payment thereof to Mortgagee, (iii) to let the Premises, or any part thereof, and (iv) to apply said rents, issues and profits, after payment of all necessary charges and expenses on account of said Indebtedness. Such assignment and grant shall continue in effect until the Indebtedness is paid, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Premises by Mortgagee pursuant to such grant, whether foreclosure has been instituted or not and without applying for a receiver. Until the occurrence of an Event of Default, Mortgagor shall have a revocable license to receive said rents, issues and profits and otherwise manage the Premises, Subject to the Landlord's and Landlord's Lender's rights under the Lease, Mortgagor agrees to hold said rents, issues and profits in trust and to use the same first, in payment of the cost of the improvement; second, in payment of the Indebtedness to the extent the same is then due and owing, and third, in such manner as Mortgagee may elect. Such license of Mortgagor to collect and receive said rents, issues and profits may be revoked by Mortgagee upon the occurrence of an Event of Default by giving not less than five (5) days' written notice of such revocation, served personally upon or sent by registered mail to the record owner of the Premises. Mortgagor hereby appoints Mortgagee as its attorney-in-fact, coupled with an interest, to receive and collect all rent, additional rent and other sums due under the terms of each lease to which Mortgagor is a party and to direct any such tenant, by written notice or otherwise, to forward such rent, additional rent or other sums by mail or in person to Mortgagee.

(ii) Upon the occurrence of an Event of Default, subject to the Landlord's and Landlord's Lender's rights under the Lease, Mortgagee is authorized at any time, without notice in its reasonable discretion, to enter upon and take possession of the Premises or any part thereof, and to perform any acts Mortgagee deems necessary or proper to conserve the security. With or without taking possession or having a receiver appointed, Mortgagee is entitled to collect and receive all rents and profits, including those past due as well as those accruing. Mortgagee shall be entitled to have a receiver appointed with or without notice by a court. Said receiver shall be authorized, without notice, to enter upon and take possession of the Premises and take any act it deems necessary or proper to conserve the security. With or without taking possession said receiver shall be entitled to collect the rents and profits and apply the same as the court may direct. Mortgagee or the receiver may also take possession of, and for these purposes use, any and all personal property used by Mortgagor in the rental or leasing of the Premises or any part thereof. The reasonable out of pocket expense (including receiver's fees, reasonable counsel fees, costs and agent's compensation in each case to the extent provided for in the Loan Agreement)

incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all such out of pocket costs and expenses incurred) apply such rents and profits received by it to the mortgage debt and obligations secured hereunder in such order as Mortgagee determines; and Mortgagor agrees that exercise of such rights and disposition of such funds shall not constitute a waiver of any foreclosure once commenced nor preclude the later commencement of foreclosure for breach hereof. The right to enter and take possession of the Premises, the right to manage and operate the same, and the right to collect the rents and profits, in each case whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents and profits actually received by Mortgagee.

Section 2.20. Indemnity. In addition to, and not in limitation of, any indemnity rights of Mortgagee under the Loan Agreement or the Other Loan Documents, Mortgagor agrees that it shall indemnify, defend and hold harmless Mortgagee, and their respective directors, officers, shareholders, partners, employees, agents, servants, representative, affiliates subsidiaries, participants, successors and assigns of any and all of the foregoing (collectively, the "Indemnitees") from and against all loss, liability, obligation, claim, damage, penalty, cause or action, cost and expense, including without limitation any assessments, levies, impositions, judgments, reasonable attorneys' fees and disbursements, cost of appeal bonds and printing costs, (collectively, the "Indemnity Losses") imposed upon or incurred by or asserted against any or all of the Indemnitees by reason of (i) ownership of this Mortgage; (ii) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises; (iii) any use, non-use or condition of the Premises; (iv) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; (v) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part for maintenance or otherwise; (vi) the imposition of any mortgage, real estate or governmental tax incurred as a result of this Mortgage or the Note, other than income tax payable by, or other taxes personal to, Mortgagee; or (vii) any violation or alleged violation by Mortgagor of any law, provided that Mortgagor shall have no obligation for any Indemnity Losses arising from the gross negligence or willful misconduct of an Indemnitee as determined by a final non-appealable judgment by a court of competent jurisdiction. Any amounts payable under this Section 2.20 shall be due and payable on demand in a manner and as provided for in the Loan Agreement. If any action is brought against any of the Indemnitees by reason off any of the foregoing occurrences, Mortgagor will, upon Mortgagee's request, defend and resist such action, suit or proceeding, at Mortgagor's sole cost and expense by counsel approved by Mortgagee.

Section 2.21. Financial Statements. Mortgagor shall furnish, or cause to be furnished, to Mortgagee all financial reports and information as required under and in compliance with the Loan Agreement.

Section 2.22. Estoppel Certificates. Either party, within ten (10) days of request in person or by mail, shall furnish to the other party a written statement, duly acknowledged, setting forth the amount due on this Mortgage, the terms of payment and the maturity date of the Note, the date to which interest has been paid, whether any offsets or defenses exist against the Indebtedness and, if any are alleged to exist, a detailed description of the nature thereof.

Section 2.23. Right of Entry. Mortgagee and its agents shall have the right to enter and inspect the Premises at all reasonable times; provided, however, that Mortgagee shall make reasonable effort to avoid unreasonable interference with Mortgagor's regular business operations.

Section 2.24. Waste. Mortgagor shall not commit or suffer any waste of the Premises or make any change in the use of the Premises which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Premises, or take any action that might reasonably be expected to invalidate or allow the cancellation of any policy, or do or permit to be done thereon anything that might reasonably be expected to in any way materially impair the value of the Premises or the security of this Mortgage. Mortgagor will not, without the prior written consent of Mortgagee, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Real Property, regardless of the depth thereof or the method of mining or extraction thereof.

Section 2.25. Performance of Other Agreements. Mortgagor shall observe, comply with and perform each and every term, covenant and provisions to be observed, complied with or performed by Mortgagor pursuant to the Loan Agreement, or any Other Loan Document and any other agreement or instrument affecting or pertaining to the Premises and any amendments, modifications or changes thereto.

Section 2.26. Other Covenants. All covenants, conditions and agreements of Mortgagor contained in the Loan Agreement, the Note and the Other Loan Documents, are hereby incorporated herein by reference to the same extent and with the same force as if fully set forth herein.

Section 2.27. Leasehold Mortgage Provisions.

(i) Mortgagor covenants and agrees as follows: (a) to promptly pay, without allowance for any grace periods provided for in the Lease, all rent, additional rent and other sums or charges required to be paid by the tenant thereunder; (b) to promptly and faithfully observe, perform and comply with all the terms, covenants and provisions thereof on its part to be observed, performed and complied with, at the times set forth therein; (c) not to do, permit, suffer or refrain from doing anything as a result of which, there could be a default under or breach of any of the terms thereof; (d) without Mortgagee's prior written consent, not to cancel or terminate the Lease, nor to suffer or permit such cancellation or termination, (e) not to modify, amend or in any way alter or permit the alteration of any of the terms thereof, nor to surrender the property demised thereunder; (f) to give Mortgagee immediate notice of any default by anyone thereunder and to promptly deliver to Mortgagee copies of each notice of default and all other notices, communications, plans, specifications and other similar instruments received or delivered by Mortgagor in connection therewith; (g) not to waive, excuse or discharge any of the obligations and agreements of the landlord thereunder; (h) upon Mortgagee's written request, to furnish to Mortgagee such information and evidence as Mortgagee may reasonably require concerning Mortgagor's due observance, performance and compliance with the terms, covenants and provisions thereof; and (i) that any default of the tenant thereunder shall constitute a default under this Mortgage.

(ii) In the event of any default by Mortgagor in the performance of any of its obligations under the Lease, including, without limitation, any default in the payment of rent and other charges and impositions made payable by the tenant thereunder, which default shall continue beyond the applicable grace period, if any, then, in each and every case, Mortgagee may, at its option and without notice, cause the default or defaults to be remedied and otherwise exercise any and all of the rights of Mortgagor thereunder in the name of and on behalf of Mortgagor. Mortgagor shall, on demand, reimburse Mortgagee for all advances made and expenses incurred by Mortgagee in curing any such default (including, without limitation, reasonable attorneys' fees), together with interest thereon computed at the Default Rate from the date that an advance is made or expense is incurred to and including the date the same is paid. Upon receipt by Mortgagee from the Landlord of any written notice of default on the part of Mortgagor under the Lease, Mortgagee may rely thereon and take any action as Mortgagee shall deem necessary or desirable even though the existence of such default or the nature thereof be questioned or denied by or on behalf of Mortgagor.

(iii) That the fee title and the Leasehold Estate in the property demised by the Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates in either the landlord thereunder, Mortgagor, Mortgagee or a third party, whether by purchase or otherwise. To the extent permitted by applicable law, if Mortgagor acquires any greater or further estate, title or interest in and to any of the fee of property now or hereafter constituting a part of the Lease, the lien of this Mortgage shall automatically and without the necessity of the execution and/or delivery of any further instruments or documents be spread to cover and be a lien upon such acquired estate, title or interest and same shall thereupon be and become a part of the Premises with the same force and effect as if specifically encumbered herein and as so spread shall be prior to the lien of any mortgage or deed of trust placed on such acquired estate subsequent to the date of this Mortgage. Without limitation or derogation of the foregoing sentence, Mortgagor nevertheless agrees to execute all instruments and documents which Mortgagee may reasonably require to ratify, confirm and further evidence Mortgagee's lien on the acquired estate, title or interest. Furthermore, Mortgagor hereby appoints Mortgagee its true and lawful attorney-in-fact to execute and deliver all such instruments and documents in the name and on behalf of Mortgagor. This power, being coupled with an interest, shall be irrevocable as long as the indebtedness remains unpaid.

(iv) If requested, Mortgagor shall use its best efforts to obtain and deliver to Mortgagee within thirty (30) days after written demand by Mortgagee, an estoppel certificate from the Landlord under the Lease setting forth (i) the name of the tenant thereunder, (ii) that the Lease has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification certified as true and correct by the landlord), (iii) the basic rent payable under the Lease, (iv) the date to which all rental charges have been paid by the tenant under the Lease, and (v) whether there are any alleged defaults of the tenant under the Lease and, if there are, setting forth the nature thereof in reasonable detail.

(v) Notwithstanding anything to the contrary contained herein, this Mortgage shall not constitute an assignment of the Lease within the meaning of any provision thereof prohibiting its assignment and Mortgagee shall have no liability or obligation thereunder by reason of its acceptance of this Mortgage. Mortgagee shall be liable for the obligations of the tenant arising under the Lease for only that period of time which Mortgagee is in possession of

the Premises or has acquired, by foreclosure or otherwise, and is holding all of Mortgagor's right, title and interest therein.

(vi) In the event the Lease shall be terminated and Mortgagee shall require from the Landlord under the Lease a new lease, Mortgagor hereby waives any right, title or interest in and to such new lease or the leasehold estate created thereby, waiving all rights of redemption now or hereafter operable under any law.

(vii) Mortgagor expressly agrees that if there shall be filed by or against the Landlord under the Lease any petition, action and/or proceeding under the Revised Bankruptcy Act of 1978, et seq., as amended and any successor act thereto (the "Bankruptcy Code"), or any other similar federal and/or state law now or hereafter in effect (collectively hereinafter referred to as the "Landlord's Bankruptcy"), Mortgagor shall not elect to treat the Lease as terminated, cancelled and/or surrendered pursuant to applicable provisions of the Bankruptcy Code including, but not limited to, Section 365(h)(1), without Mortgagee's prior written consent. In the event of the Landlord's Bankruptcy, Mortgagor expressly covenants and agrees, intending that Mortgagee rely thereon, that it shall reaffirm and ratify the legality, validity, binding effect and enforceability of the Lease to Mortgagee and Mortgagor also covenants and agrees that it shall remain in possession of the Premises and the leasehold estate created by the Lease, notwithstanding any rejection thereof by the Landlord under the Lease and/or any trustee, custodian, receiver or other similar official.

(viii) The lien of this Mortgage attaches to all of Mortgagor's rights and remedies now and hereafter arising under or pursuant to the Bankruptcy Code, including, but not limited to, Mortgagor's right to elect to remain in possession of the Premises and the leasehold estate created by the Lease in the event of the Landlord's Bankruptcy pursuant to Section 365(h)(1). Any such election to terminate, cancel and/or surrender the Lease in the event of the Landlord's Bankruptcy without Mortgagee's prior written consent shall be null and void.

(ix) Mortgagor hereby unconditionally assigns, transfers, and sets over to Mortgagee (a) all of Mortgagor's claims and rights to damages, and any other remedies in connection therewith arising from any rejection of the Lease by the Landlord thereunder pursuant to the Bankruptcy Code in the event of the Landlord's Bankruptcy, and/or by any trustee, custodian, receiver or other similar official. Mortgagee shall have the right, but not the obligation, to proceed in its own name and/or in the name of Mortgagor in respect of any claim, suit, action and/or proceeding relating to such rejection of the Lease, including, but not limited to, the right to file and prosecute, to the exclusion of Mortgagor, any and all proofs of claims, complaints, notices and other documents in any case in respect of the Landlord of the Lease under and pursuant to the Bankruptcy Code; and (b) Mortgagor's right of election to remain in possession of the Premises in the event of the Landlord's Bankruptcy under and pursuant to Section 365(h)(1) of the Bankruptcy Code. This assignment constitutes a present, absolute, irrevocable and unconditional assignment of the foregoing claims, elections, rights and remedies, and shall continue in full force and effect until the Note and the Indebtedness have been paid in full and this Mortgage has been satisfied and discharged. Any amounts received by Mortgagee as damages arising out of the rejection of the Lease by the Landlord shall be applied in the manner set forth in Section 3.02 of this Mortgage.

(x) If, pursuant to any applicable section of the Bankruptcy Code, Mortgagor seeks to offset, counterclaim, deduct, and/or assert a defense against the rent, additional rent or other sums due under the Lease, the amount of any damages caused by the non-observance and/or non-performance of the Landlord under the Lease, Mortgagor shall, prior to such offset, counterclaim, defense and/or deduction notify Mortgagee of its intent to do so, setting forth with specificity the amounts proposed to be offset, counterclaimed, deducted, and/or defended against and for what purposes. Mortgagee shall thereupon have the right, but not the obligation, to object to all or any part of such offset, counterclaim and/or deduction and, in the event of such objection, Mortgagor shall not effect any such offset, counterclaim and/or deduction. Neither Mortgagee's failure to object to any such offset, counterclaim and/or deduction nor any objection or other communication between Mortgagee and Mortgagor shall constitute an approval of any such offset, counterclaim, deduction and/or defense by Mortgagee. Mortgagor expressly agrees to pay, protect, indemnify and save harmless Mortgagee from and against any and all claims, demands, actions, suits, proceedings, damages, losses, liabilities, judgments, costs and expenses of every kind and nature (including reasonable attorneys' fees) arising from or relating to any offset, counterclaim, deduction and/or assertion of a defense by Mortgagor as herein described.

(xi) If any action, proceeding, motion and/or notice shall be commenced or filed with respect to Mortgagor or the Real Property, or any part thereof, in connection with the Bankruptcy Code, Mortgagee shall have the right, but not the obligation, to the exclusion of Mortgagor, exercisable upon five (5) days' prior written notice, to conduct and control any litigation with counsel of Mortgagee's choice. Mortgagee may proceed in its own name or in the name of Mortgagor in connection with any such litigation, and Mortgagor expressly agrees to execute and deliver all and every power, consent, authorization and other documents required by Mortgagee in connection therewith. Mortgagor shall pay to Mortgagee on demand any and all costs and expenses (including reasonable attorneys' fees) paid or incurred and payable by Mortgagee in connection with such litigation shall be secured by the lien of this Mortgage. Mortgagor also agrees not to commence any action, suit, proceeding and/or case or file any application or make any motion in respect of the Lease in the event of the Landlord's Bankruptcy without the prior written consent of Mortgagee.

(xii) Mortgagor hereby irrevocably appoints Mortgagee its agent and attorney-in-fact (which appointment is coupled with an interest) to observe and perform on behalf of Mortgagor the covenants and agreements contained in this section, and any advances made by Mortgagee in connection with such performance or observance shall be repaid by Mortgagor within ten (10) days of demand with interest at the Default Rate and the amount so advanced, and interest thereon, shall be a lien upon the Premises and shall be secured by this Mortgage. Such performance or observance by Mortgagee shall not prevent Mortgagor's failure to perform or observe from constituting an Event of Default.

(xiii) Mortgagor shall give Mortgagee notice of its intention to exercise each and every option to extend the term of the Lease at least twenty (20) but not more than ninety days prior to the expiration of the time to exercise such option under the terms of the Lease. If Mortgagor intends to extend the term of the Lease, it shall deliver to Mortgagee, together with the notice of such decision, a copy of the notice of extension delivered to the Landlord. If Mortgagor does not intend to extend the term of the Lease, Mortgagee may, at its option, exercise the option to extend in the name and on behalf of Mortgagor. In any event, Mortgagor

hereby appoints Mortgagee as its attorney-in-fact to execute and deliver, for and in the name of Mortgagor, all instruments and agreements necessary under the Lease or otherwise to cause any extension of the term of the Lease. This power, being coupled with an interest, shall be irrevocable as long as the indebtedness secured hereby remains unpaid.

ARTICLE III.
Default and Remedies

Section 3.1. Events of Default. The following shall constitute "Events of Default" under this Mortgage: (a) the occurrence of any Event of Default under (and as defined in) the Loan Agreement or any of the Other Loan Documents; or (b) default by Mortgagor in the payment of any amounts required to be paid hereunder; or (c) default by Mortgagor in the due observance or performance of any of the terms, covenants or conditions contained herein; or (d) should any representation or warranty made herein prove to be untrue in any material respect at the time when made; or (e) except for the Permitted Exceptions and as may be expressly permitted under the terms and conditions of the Loan Agreement, the further assignment or encumbrance by Mortgagor of the leases or rents of the Premises or any part thereof without in each instance the prior written consent of Mortgagee; or (f) except as may be expressly permitted under the terms and conditions of the Loan Agreement, if Mortgagor leases all or part of the Premises without in each instance the prior written consent of Mortgagee; or (g) subject to the provisions of paragraph (ii) of Section 2.10 hereof permitting Mortgagor to contest the same, the failure by Mortgagor to pay (or cause to be paid), before any fine, penalty, interest or cost may be added thereto all franchise taxes and charges, and other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including, but not limited to, assessments for public improvements or benefits which are assessed, levied, confirmed, imposed or become a lien upon the Premises or any part thereof or become payable during the term of the Note or this Mortgage; or (h) except for the Permitted Exceptions and as may be expressly permitted under the terms and conditions of the Loan Agreement, the further mortgage, pledge or encumbrance by Mortgagor of the Premises or any part thereof or any interest therein without in each instance the prior written consent of Mortgagee; or if any mortgage, pledge or encumbrance affecting the Premises or any part thereof or interest therein (whether prior or subordinate to the lien of this Mortgage) shall be amended, modified, refinanced, increased in amount, replaced or substituted for, provided, however, that nothing herein contained shall be deemed to permit Mortgagor to create, grant or suffer to exist any such mortgage, pledge, or encumbrance; or (i) if a default occurs under any mortgage which is prior or subordinate to the lien of this Mortgage (beyond the applicable notice and grace period, if any) or Mortgagee under any such prior or subordinate Mortgage commences a foreclosure or other enforcement action in connection with said Mortgage; or (j) except as may be expressly permitted under the terms and conditions of the Loan Agreement, if the Premises, or any part thereof or interest therein, is sold, transferred, assigned, conveyed, granted or alienated without in each instance the prior written consent of Mortgagee; or (k) Mortgagor shall default, beyond any applicable notice and grace period in due performance and observance of any of the terms and conditions of the Lease or if default shall occur under the lease for which there are no cure rights or any cure rights expired.

Section 3.2. Remedies. Subject to the terms of the Lease, Mortgagee shall have the following remedies hereunder:

(i) Upon the occurrence of any Event of Default, Mortgagee may, in addition to any rights or remedies available to it hereunder, under the Loan Agreement and any other Loan Documents, take such action as it deems necessary or advisable to protect and enforce its rights against Mortgagor and in and to the Premises, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (1) declare the entire unpaid Indebtedness to be immediately due and payable; or (2) enter into or upon the Premises, either personally or by its agents, nominees or attorneys and dispossess Mortgagor and its agents and servants therefrom, and thereupon Mortgagee may (a) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Premises and conduct the business thereat; (b) complete any construction on the Premises in such manner and form as Mortgagee deems advisable; (c) make alterations, additions, renewals, replacements and improvements to or on the Improvements and the balance of the Premises; (d) exercise all rights and powers of Mortgagor with respect to the Premises, whether in the name of Mortgagor or otherwise, including, without limitation, the right to make, cancel, enforce or modify leases, obtain and evict tenants, and sue for, collect and receive all earnings, revenues, rents, issues, profits and other income of the Premises and every part thereof; and (e) apply the receipts from the Premises to the payment of the Indebtedness, after deducting therefrom all expenses (including reasonable attorneys' fees and disbursements) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, assessments, insurance and other charges in connection with the Premises, as well as just and reasonable compensation for the services of Mortgagee, its counsel, agents and employees; or (3) institute judicial proceedings for the foreclosure sale of the Premises in whole or in parts or parcels, and in such order as Mortgagee may determine, at public auction at such time and place, and upon such terms and conditions as determined by the court as required by law, and by such other methods, if any, as required or permitted by applicable law; or (4) with or without entry and, to the extent permitted, and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the lien of this Mortgage continuing unimpaired and without loss of priority so as to secure the balance of the Indebtedness not then due; or (5) institute an action, suit or proceeding in equity for the specific performance of any covenants, condition or agreement contained herein or in the Note; or (6) recover judgment on the Note or any guaranty either before, during or after or in lieu of any proceedings for the enforcement of this Mortgage; or (7) apply for the appointment of a trustee, receiver, liquidator or conservator of the Premises, without regard for the adequacy of the security for the Indebtedness and without regard for the solvency of Mortgagor, any guarantor or of any person, firm or other entity liable for the payment of the Indebtedness to which appointment Mortgagor does hereby consent; or (8) (a) exercise any or all of the remedies available to a secured party under the UCC; (b) exercise any or all of the remedies available to it under this Mortgage and the Other Loan Documents (as hereinafter defined); (c) sell any personal property, or any part thereof, to the extent permitted and pursuant to the procedures provided by law and subject to the terms and provisions of the Lease, at one or more sales as an entity or in parcels, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law; or (d) take such steps to protect and enforce its rights in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the

enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect; or (9) pursue such other remedies as Mortgagee may have under applicable law.

(ii) The proceeds or avails of any sale made under or by virtue of this Article III, together with any other sums which then may be held by Mortgagee under this Mortgage, whether under the provisions of this Article III or otherwise, shall be applied as follows:

First: To the payment of the costs and expenses of any such sale, or the costs and expenses of entering upon, taking possession of, removal from, holding, operating and managing the Premises or any part thereof, as the case may be, including reasonable compensation to Mortgagee, its agents and counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Mortgagee under this Mortgage, together with interest as provided herein on all advances made by Mortgagee and all taxes or assessments, except any taxes, assessments or other charges subject to which the Premises shall have been sold.

Second: To the payment of any other sums (including any prepayment penalty or premium, if any) required to be paid by Mortgagor pursuant to any provision of this Mortgage, the Note, the Loan Agreement or any of the Other Loan Documents, other than the outstanding principal secured hereby or interest thereon.

Third: To the payment of the whole amount then due, owing or unpaid upon the Note for principal and interest with interest on the unpaid principal at the rate specified in the Loan Agreement from and, after the happening of any Event of Default, from the due date of any such payment of principal until the same is paid, provided, however, that in case such payments shall be insufficient to pay in full the amounts so due and unpaid upon the Note at the time outstanding, then, first, to the payment of all amounts of interest at the time due and payable on the Note, and second to the payment of all amounts of principal at the time due and payable on the Note.

Fourth: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same. Except as may be otherwise provided by applicable law, no purchaser of all or any part of the Premises shall be required to see the proper application of the purchase money, proceeds or avails of such sale.

Mortgagee and any receiver of the Premises or any part thereof shall be liable to account for only those rents, issues and profits actually received by it.

(iii) Intentionally omitted.

(iv) Upon the completion of any sale or sales made under or by virtue of this Article III, an officer of any court empowered to do so, shall execute and deliver to the accepted

purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold but without any covenant or warranty, express or implied. Mortgagor, if so requested by Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Mortgagee or Mortgagee, for that purpose, and as may be designated in such request. Any such sale or sales made under or by virtue of this Article III, whether made by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof, from, through or under Mortgagor.

(v) In the event of any sale made under or by virtue of this Article III made by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the entire Indebtedness, if not previously due and payable, immediately thereupon shall, anything in the Note or in this Mortgage to the contrary notwithstanding, become due and payable.

(vi) Upon any sale made under or by virtue of this Article III made by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, to the extent permitted by law, Mortgagee may bid for and acquire the Premises or any part thereof or interest therein and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Indebtedness of Mortgagor secured by this Mortgage the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which Mortgagee or Trustee is authorized to deduct under this Mortgage.

(vii) Mortgagee shall be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the provisions of this Mortgage; and the right of Mortgagee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any right, power or remedy for the enforcement of the provisions of this Mortgage, or the foreclosure of the lien hereof; and in the event of a sale of the Premises, or any part thereof, and of the application of the proceeds of sale, as in this Mortgage provided, to the payment of the Indebtedness hereby secured, Mortgagee shall be entitled to enforce payment of, and to receive all amounts then remaining due and unpaid upon, the Note, and to enforce payment of all other charges, payments and costs due under this Mortgage, and shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest at the applicable Default Rate under the Loan Agreement. In case of the commencement of any case against Mortgagor under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect or any proceedings for its reorganization or involving the liquidation of its assets, then Mortgagee shall be entitled to prove the whole amount of principal and interest due upon the Note to the full amount thereof, and all other payments, charges and costs due under this Mortgage, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Premises, provided, however, that in no case shall Mortgagee receive a greater amount than such principal and interest and such other payments, charges and costs from the aggregate amount of the proceeds of the sale of the Premises and distribution from the estate of Mortgagor.

(viii) No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Premises or upon any other property of Mortgagor shall affect in any manner or to any extent, the lien of this Mortgage upon the Premises or any part thereof, or any liens, rights, powers or remedies of Mortgagee hereunder, but such liens, rights, powers and remedies of Mortgagee shall continue unimpaired as before.

(ix) It is understood and agreed that neither the assignment of income, rents, royalties, revenue, issues, profits and proceeds to Mortgagee nor the exercise by Mortgagee of any of its rights or remedies under this Mortgage shall be deemed to make Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Premises or the use, occupancy, enjoyment or operation of all or any portion thereof, unless and until Mortgagee, in person or by agent, assumes actual possession thereof, nor shall appointment of a receiver for the Premises by any court at the request of Mortgagee or by agreement with Mortgagor or the entering into possession of the Premises or any part thereof by such receiver be deemed to make Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Premises or the use, occupancy, enjoyment or operation of all or any portion thereof.

(x) With respect to any notices required or permitted under the UCC, Mortgagor agrees that, except as prohibited by applicable law, ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity or rights of redemption, and demand whatsoever, either at law or in equity, in and to the property sold, including, without limitation, the Real Property, and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagor or Mortgagee may bid and be a purchaser at such sale, and Mortgagee may execute and deliver to the purchaser or purchasers at any such sale as sufficient conveyance of the Premises or the part thereof or interest therein sold. If Mortgagee is the highest bidder, Mortgagee may credit the portion of the purchase price that would be distributed to Mortgagee against the Indebtedness in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisal of the Premises is waived.

Section 3.3. Payment of Indebtedness After Default. Upon the occurrence of any Event of Default and the acceleration of the maturity hereof, if, at any time prior to foreclosure sale, Mortgagor or any other person tenders payment of the amount necessary to satisfy the Indebtedness, the same shall constitute an evasion of the payment terms hereof and/or of the Note and shall be deemed to be a voluntary prepayment hereunder, in which case (but only if permitted by applicable law) such payment must include the premium and/or fee required under the prepayment provision, if any, contained herein or in the Note. This provision shall be of no force or effect if at the time that such tender of payment is made, Mortgagor has the right under this Mortgage or the Note to prepay the Indebtedness without penalty or premium.

Section 3.4. Possession of the Premises. Upon the occurrence of any Event of Default hereunder, it is agreed that Mortgagor, if it is the occupant of the Premises or any part thereof,

and any party claiming by, through or under Mortgagor shall immediately surrender possession of the Premises so occupied to Mortgagee, and if Mortgagor is permitted to remain in possession, the possession shall be as a tenant at will of Mortgagee and, on demand, Mortgagor shall pay to Mortgagee monthly, in advance, a reasonable rental for the space so occupied and in default thereof Mortgagor may be dispossessed by the usual summary proceedings. The covenants herein contained may be enforced by a receiver of the Premises or any part thereof Nothing in this Section 3.4 shall be deemed to be a waiver of the provisions of this Mortgage prohibiting the sale or other disposition of the Premises without Mortgagee's prior written consent.

Section 3.5. Intentionally Omitted.

Section 3.6. Mortgagor's Actions After Default. After the happening of any Event of Default and immediately upon the commencement of any action, suit or other legal proceedings by Mortgagee to obtain judgment for the Indebtedness, or of any other nature in aid of the enforcement of the Note or of this Mortgage, Mortgagor will (i) to the extent permitted by applicable law, waive the issuance and service of process and enter its voluntary appearance in such action, suit or proceeding, (ii) waive the right to trial by jury and (iii) if required by Mortgagee, to the extent permitted by applicable law consent to the appointment of a receiver or receivers of the Premises and of all the earnings, revenues, rents, issues, profits and income thereof.

Section 3.7. Control by Mortgagee After Default. Notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor, or of any of its property, or of the Premises or any part thereof, Mortgagee shall be entitled to retain possession and control of all property now and hereafter covered by this Mortgage after any Event of Default.

ARTICLE IV,
Miscellaneous

Section 4.1. Credits Waived. Mortgagor will not claim nor demand nor be entitled to any credit or credits against the Indebtedness for so much of the taxes assessed against the Premises or any part thereof, as is equal to the tax rate applied to the amount due on this Mortgage or any part thereof, and no deductions shall otherwise be made or claimed from the taxable value of the Premises or any part thereof by reason of this Mortgage or the Indebtedness secured hereby.

Section 4.2. No Releases. Mortgagor agrees, that in the event the Premises (or any part thereof or interest therein) are sold and Mortgagee enters into any agreement with the then owner of the Premises extending the time of payment of the Indebtedness, or otherwise modifying the terms hereof, Mortgagor shall continue to be liable to pay the Indebtedness according to the tenor of any such agreement unless expressly released and discharged in writing by Mortgagee.

Section 4.3. Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when sent to any party hereto at its address above stated in accordance with the terms and conditions of Section 11.1 of the Loan Agreement.

Section 4.4. Binding Obligations. The provisions and covenants of this Mortgage shall run with the land, shall be binding upon Mortgagor and shall inure to the benefit of Mortgagee, subsequent holders of this Mortgage, and the respective successors and assigns of the foregoing. For the purpose of this Mortgage, the term "Mortgagor" shall include and refer to Mortgagor named herein, any subsequent owners of the Premises (or any part thereof or interest therein), and their respective heirs, executors, legal representatives, successors and assigns. If there is more than one Mortgagor, all their undertakings hereunder shall be deemed joint and several.

Section 4.5. Maximum Rate. Nothing in this Mortgage or in any other agreement between Mortgagor and Mortgagee shall require Mortgagor to pay, or Mortgagee to accept, interest in an amount which would render this Mortgage usurious or unenforceable, in whole or in part or which would subject Mortgagee to any penalty or forfeiture under applicable law. In the event that the payment of any charges, fees or other sums due hereunder or any such other agreement which are or could be held to be in the nature of interest and which would subject Mortgagee to any penalty or forfeiture under applicable law, then ipso facto the obligations of Mortgagor to make such payment shall be reduced to the highest rate authorized under applicable law. Should Mortgagee receive any payment which is or would be in excess of the highest rate authorized under law, such payment shall have been, and shall be deemed to have been, made in error and shall automatically be held by Mortgagee as additional cash collateral for the Indebtedness.

Section 4.6. Captions. The captions of the Sections of this Mortgage are for the purpose of convenience only and are not intended to be a part of this Mortgage and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

Section 4.7. Further Assurances. Mortgagor shall do, execute, acknowledge and deliver, at the sole cost and expense of Mortgagor, all and ever such further acts, deeds, conveyances, mortgages, assignments, estoppel certificates, notices of assignment, transfers and assurances as Mortgagee may reasonably require from time to time in order to better assure, convey, grant, assign, transfer and confirm unto Mortgagee, the rights now or hereafter intended to be granted to Mortgagee under this Mortgage, any other instrument executed in connection with this Mortgage or any other instrument under which Mortgagor may be or may hereafter become bound to convey, mortgage or assign to Mortgagee for carrying out the intention of facilitating the performance of the terms of this Mortgage. Mortgagor hereby appoints Mortgagee its attorney-in-fact to execute, acknowledge and deliver for and in the name of Mortgagor any and all of the instruments mentioned in this Section 4.7 and this power, being coupled with an interest, shall be, irrevocable as long as any part of the Indebtedness remains imp aid.

Section 4.8. Severability. Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction or prohibited or unenforceable as to any person or entity or circumstance shall, as to such jurisdiction, person or entity or circumstance be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction or as to any other person or entity or circumstance.

Section 4.9. General Conditions.

(i) All covenants hereof shall be construed as affording to Mortgagee rights additional to and not exclusive of the rights conferred under the provisions of any other applicable law.

(ii) This Mortgage cannot be altered, amended, modified or discharged orally and no executory agreement shall be effective to modify or discharge it in whole or in part, unless it is in writing and signed by the party against whom enforcement of the modification, alteration, amendment or discharge is sought. Mortgagor acknowledges that the Note and this Mortgage and the other documents and instruments executed and delivered in connection therewith or otherwise in connection with the loans secured hereby set forth the entire agreement and understanding of Mortgagor and Mortgagee with respect to the loans secured hereby and that no oral or other agreements, understanding, representation or warranties exist with respect to the loans secured hereby other than those set forth in the Note, this Mortgage and such other executed and delivered documents and instruments.

(iii) No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Mortgagee in exercising any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default, or any acquiescence therein. Acceptance of any payment (other than a monetary payment in cure of a monetary default) after the occurrence of an Event of Default shall not be deemed a waiver of or a cure of such Event of Default and every power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. Nothing in this Mortgage or in the Note shall limit or diminish the obligation of Mortgagor to pay the Indebtedness in the manner and at the time and place therein respectively expressed.

(iv) No waiver by Mortgagee will be effective unless it is in writing and then only to the extent specifically stated. Without limiting the generality of the foregoing, any payment made by Mortgagee for insurance premiums, taxes, assessments, water rates, sewer rentals, levies, fees or any other charges affecting the Premises, shall not constitute a waiver of Mortgagor's default in making such payments and shall not obligate Mortgagee to make any further payments.

(v) Mortgagee shall have the right to appear in and defend any action or proceeding, in the name and on behalf of Mortgagor which Mortgagee, in its reasonable discretion, feels may adversely affect the Premises or this Mortgage. Mortgagee shall also have the right to institute any action or proceeding which Mortgagee, in its discretion, feels should be brought to protect its interest in the Premises or its rights hereunder. All reasonable costs and expenses incurred by Mortgagee in connection with such actions or proceedings, including, without limitation, reasonable attorneys' fees and expenses and appellate attorneys' fees and expenses, shall be paid by Mortgagor on demand and shall be secured by this Mortgage.

(vi) In the event of the passage after the date of this Mortgage of any law of any Governmental Authority having jurisdiction hereof or the Premises, deducting from the value of land for the purpose of taxation, affecting any lien thereon or changing in any way the

laws for the taxation of mortgages or debts secured by mortgages for federal, state or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, Mortgagor shall promptly pay to Mortgagee, on demand, all taxes, costs and charges for which Mortgagee is or may be liable as a result thereof; provided that if said payment shall be prohibited by law, render the Note usurious or subject Mortgagee to any penalty or forfeiture, then and in such event the Indebtedness shall, at the option of Mortgagee, be immediately due and payable.

(vii) Mortgagor hereby appoints Mortgagee as its attorney-in-fact in connection with the personal property and fixtures covered by this Mortgage, where permitted by law, to file on its behalf any financing statements or other statements in connection therewith with the appropriate public office signed by Mortgagee, as secured party. This power, being coupled with an interest, shall be irrevocable so long as any part of the Indebtedness remains unpaid.

(viii) If Mortgagee purchases the Premises pursuant to a trustee's sale or a foreclosure under this Mortgage, or accepts a deed to the Premises in lieu of a trustee's sale or a foreclosure, Mortgagor hereby authorizes Mortgagee to withhold the amount of tax, if any, required to be withheld under Section 1445 of the Internal Revenue Code of 1986, as amended (or any successor provision thereto), out of any sums payable to Mortgagor from such foreclosure sale or assignment in lieu thereof, as the case may be, after payment of all parties other than Mortgagor who are entitled to be paid out of any foreclosure or assignment proceeds, as if Mortgagor were a foreign person, unless Mortgagor certifies its non-foreign status at the time of such foreclosure sale or assignment, as the case may be, by executing and delivering to Mortgagee a certificate satisfactory to Mortgagee.

(ix) The information set forth on the cover and the recitals hereof are hereby incorporated herein.

(x) Mortgagor acknowledges that it has received a true copy of this Mortgage provided without charge.

(xi) For purposes of this Mortgage, whenever the circumstances or the context of this Mortgage so requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neuter and vice versa.

(xii) Mortgagee is hereby irrevocably authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) other than tenant security accounts at any time held or other indebtedness at any time owing by Mortgagee to or for the credit or the account of Mortgagor against any and all of the obligations of Mortgagor now or hereafter existing under this Mortgage and/or Note. Mortgagee agrees promptly to notify Mortgagor after any such set-off and application, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of Mortgagee under this paragraph are in addition to other rights and remedies (including, without limitation, other rights of setoff) which Mortgagee may have.

(xiii) If at any time Mortgagor believes that Mortgagee has not acted reasonably in granting or withholding any approval or consent under this Mortgage, the Loan Agreement or any Other Loan Documents, as to which approval or consent either Mortgagee has expressly agreed to act reasonably, or absent such agreement, a court of law having jurisdiction over the subject matter would require Mortgagee to act reasonably, then Mortgagor's sole remedy shall be to seek injunctive relief or specific performance and no action for monetary damages or punitive damages shall in any event or under any circumstances be maintained by Mortgagor against Mortgagee.

Section 4.10. Fixture Filing. This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the UCC of the State where the Premises are located, as same may be amended from time to time. The Premises includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Premises. Mortgagor by executing and delivering this Mortgage has granted and hereby grants to Mortgagee, as security for the Indebtedness, a security interest in the Premises to the full extent that the Premises may be subject to the UCC. Upon its recording, this Mortgage shall be effective as a financing statement filed or recorded as a fixture filing. For this purpose the following information is included: (i) Mortgagor is the "Debtor" with the address set forth on the first page hereof; (ii) Mortgagee is the "Secured Party" with the address set forth on the first page hereof; and (iii) this document and any security interest granted herein covers goods which are or are to become fixtures.

Section 4.11. Other Loan Documents. Mortgagor acknowledges that this Mortgage is one of a number of other security instruments and documents which secure and evidence the Indebtedness in whole or in part, including, without limitation, the Loan Agreement and the other Loan Documents under (and as defined in) the Loan Agreement (the Loan Agreement, such other Loan Documents are herein referred to as the "Other Loan Documents"). 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 Mortgagee of any security for or guarantors upon any of the Indebtedness or by any failure, neglect or omission on the part of Mortgagee to realize upon or protect any of the Indebtedness or any collateral security therefor including the Other Loan 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 any disposition of any of the Indebtedness or of any of the collateral security therefor, including the Other Loan Documents or any guarantee thereof. In connection with the foregoing, without affecting the lien of this Mortgage, Mortgagee may at any time and from time to time, either before or after the maturity date of the Note and without notice or consent (i) release any person liable for payment or performance of any obligation or Indebtedness secured by this Mortgage or any Other Loan Document; (ii) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the Indebtedness, or waiving any Indebtedness, or subordinating, modifying or otherwise dealing with the lien or charge hereof; (iii) exercise or refrain from exercising or waive any right Mortgagee may have under this Mortgage or Other Loan Documents; (iv) accept additional security of any kind; or (v) release or otherwise deal with any property, real or personal, securing the Indebtedness, including all or any part of the Premises or any other collateral under the Other Loan Documents. Mortgagee

may, at its discretion, foreclose, exercise any power of sale or exercise any other remedy available to it under any or all of the Other Loan Documents without first exercising or enforcing any of its rights and remedies hereunder, or may foreclose, exercise any power of sale, or exercise any other right available under this Mortgage without first exercising or enforcing any of its rights and remedies under any or all of the Loan Document. Such exercise of Mortgagee's rights and remedies under any or all of the Other Loan Documents shall not in any manner impair the Indebtedness or lien of the Mortgage, and any exercise of the rights or remedies of Mortgagee hereunder shall not impair the lien of any of the Other Loan 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 Loan Documents separately or concurrently and in any order that Mortgagee may deem appropriate

Section 4.12. Lien Priority. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance to the extent allowed by law.

Section 4.13. Variable Rate. Under the terms and provisions of the Note and under the terms of the Loan Agreement, the interest rate payable thereunder may be variable. THE PURPOSE OF THIS PARAGRAPH IS TO PROVIDE RECORD NOTICE OF THE RIGHT OF MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, TO INCREASE OR DECREASE THE INTEREST RATE ON ANY OF THE INDEBTEDNESS WHERE THE TERMS AND PROVISIONS OF THE NOTE OR THE LOAN AGREEMENT PROVIDE FOR A VARIABLE INTEREST RATE.

Section 4.14. Governing Law. The creation of this Mortgage, the perfection of the lien or security interest in the Premises, and the rights and remedies of Mortgagee with respect to the Premises, as provided herein and by the laws of the State in which the Premises is located, shall be governed by and construed in accordance with the internal laws of the State in which the Premises are located without regard to principles of conflict of law. Otherwise, to the extent permitted by applicable law, Mortgagor hereby consents to the jurisdiction of any state or federal court located within the Northern District of Georgia or the Northern District of Alabama or any state or superior court sitting in Cobb County, Georgia or Jefferson County, Alabama and irrevocably agrees that, subject to Mortgagee's election, all actions or proceedings arising out of or relating to this Mortgage or the other loan documents shall be litigated in such courts. Mortgagor expressly submits and consents to the jurisdiction of the aforesaid courts and waives any defense of forum non conveniens. Mortgagor hereby waives personal service of any and all process and agrees that all such service of process may be made upon borrower by certified or registered mail, return receipt requested, addressed to borrower, at the address set forth in this Mortgage and service so made shall be complete ten (10) days after the same has been posted. In any litigation, trial, arbitration or other dispute resolution proceeding relating to this Mortgage or any of the other loan documents, all directors, officers, employees and agents of Mortgagor of its affiliates shall be deemed to be employees or managing agents of each loan party for purposes of all applicable law or court rules regarding the production of witnesses by notice for testimony (whether in a deposition, at trial or otherwise). Mortgagor agrees that Mortgagee or any Lender's counsel in any such dispute resolution proceeding may examine any of these individuals as if under cross-examination and that any discovery deposition of any of them may be used in that proceeding as if it were an evidence deposition. Mortgagor in any event will use all

commercially reasonable efforts to produce in any such dispute resolution proceeding, at the time and in the manner requested by Mortgagor or any Lender, all persons, documents (whether in tangible, electronic or other form) or other things under its control and relating to the dispute.

Section 4.15. Absolute and Unconditional Obligation. Mortgagor acknowledges that Mortgagor's obligation to pay the Indebtedness in accordance with the provisions of the Note and this Mortgage is and shall at all times continue to be absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to the Note, this Mortgage or the obligation of Mortgagor thereunder to pay the Indebtedness or the obligations of any other person relating to the Note, the Loan Agreement or this Mortgage or the obligations of Mortgagor under the Note, the Loan Agreement or this Mortgage or otherwise with respect to the loans secured hereby. To the extent permitted by law, Mortgagor absolutely, unconditionally and irrevocably waives any and all right to assert any defense, setoff, counterclaim or cross-claim of any nature whatsoever with respect to the obligation of Mortgagor to pay the Indebtedness in accordance with the provisions of the Note, the Loan Agreement and this Mortgage or the obligations of any other person relating to the Note, the Loan Agreement or this Mortgage or obligations of Mortgagor under the Note, the Loan Agreement or this Mortgage or otherwise with respect to the loans secured hereby, or in any action or proceeding brought by Mortgagee to collect the Indebtedness, or any portion thereof, or to enforce, foreclose and realize upon the lien and security interest created by this Mortgage or any other document or instrument securing repayment of the Indebtedness, in whole or in part.

Section 4.16. Maximum Principal Amount. Notwithstanding any provision set forth herein to the contrary, in addition to the amount of principal indebtedness secured by this Mortgage plus all interest payable thereon, this Mortgage shall also secure all amounts expended by Mortgagee after default hereunder by Mortgagor as follows: (1) for the payment of taxes, charges or assessments which may be imposed by legal requirements upon the Premises; (2) to maintain the insurance required under this Mortgage; (3) for any expenses incurred in maintaining the Premises and upholding the lien of this Mortgage, including, but not limited to; the expense of any litigation to prosecute or defend the rights and lien created by this Mortgage, and (4) for any amount, cost or charge to which Mortgagee becomes subrogated, upon payment, whether under recognized principles of law or equity, or under express statutory authority, which accrued but unpaid interest and the amounts set forth herein after being expanded shall become a part of the Indebtedness and be secured by this Mortgage.

Section 4.17. Loan Agreement Paramount. If and to the extent that any of the provisions of this Mortgage conflict or are otherwise inconsistent with any provisions of the Loan Agreement, the provisions of the Loan Agreement shall prevail. All capitalized but not defined herein Willis shall have the meanings ascribed to them in the Loan Agreement.

ARTICLE V. Ohio State Specific Provisions

Section 5.1. Rules of Constriction. In the event of any inconsistencies between the provisions of this Article V and the other terms and conditions of this Mortgage, the provisions of this Article V shall control and be binding.

Section 5.2. Ohio Loan Provisions. Mortgagee is hereby authorized and empowered to do all things provided to be done by a mortgagee under Section 1311.14 of the Ohio Revised Code (relating to the priority of mortgages over mechanics', materialmen's and similar liens), and any present or future amendments or supplements thereto, for the protection of Mortgagee's interest in the Premises.

Section 5.3. Uniform Commercial Code Security Agreement. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code as adopted in Ohio for any of the items specified as part of the Premises which may be subject to a security interest pursuant to the applicable version of the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in such items. Mortgagor agrees that Mortgagee may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Premises. To the extent that any of the personal property constitutes fixtures pursuant to the Ohio Revised Code, the Mortgage constitutes a financing statement when filed and indexed as a "fixture filing" in the real estate records for the county of the State in which the fixtures are located. Any reproduction of this Mortgage shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Mortgagee upon Mortgagee's request any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage in such form as Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statement and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in such items, including replacements and additions thereto. Upon any Event of Default under this Mortgage, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided in this Mortgage. In exercising any of said remedies, Mortgagee may proceed against the items of real property and any items of personal property specified as part of the Premises separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies in this Mortgage.

Section 5.4. Future Advances. The parties hereto intend and agree that this Mortgage shall secure unpaid balances of any loan advances, whether obligatory or not, and whether made pursuant to the Loan Agreement or not, made by Mortgagee after this Mortgage is delivered to the recorder for record in accordance with Ohio Revised Code Section 5301.232 and 5301.233 (as the same may be amended, modified or revised). Nothing herein shall limit the amounts that are secured by this Mortgage when advanced or disbursed for the payment of taxes, assessments, insurance or other costs or expenses incurred for the protection of the Premises, if any, together with any interest on such advances or disbursements. Mortgagor further covenants and agrees to repay all such loan advances with interest, and that the covenants contained in this Mortgage shall apply to such loan advances as well. All advances made under the Loan Agreement are obligatory.

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SCHEDULE A

LEGAL DESCRIPTION

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, TOWNSHIP OF HAMILTON, SECTION 1, TOWNSHIP 3, RANGE 22, OF THE CONGRESS LANDS, AND BEING PART OF 2995.065 ACRE (TRACT 1) AS CONVEYED TO COLUMBUS MUNICIPAL AIRPORT AUTHORITY BY DEED OF RECORD IN INSTRUMENT NUMBER 200301020000768, AND PART OF A 255.289 ACRE (TRACT 11) AS CONVEYED TO COLUMBUS REGIONAL AIRPORT AUTHORITY BY DEED OF RECORD IN INSTRUMENT NUMBER 20041210015232, ALL RECORDS OF THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN FOR REFERENCE AT AN IRON PIN FOUND IN A COMMON LINE BETWEEN SAID 2995.065 ACRE AND 255.289 ACRE TRACTS AT THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF PORT ROAD (FKA CURTIS LEMAY AVENUE) AS DESIGNATED AND DELINEATED ON "DEDICATION OF CURTIS LEMAY AVENUE AND ALUM CREEK DRIVE" OF RECORD IN PLAT BOOK 76, PAGE 46;

THENCE SOUTH 86° 09' 45" WEST, A DISTANCE OF 337.61 FEET, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PORT ROAD TO A POINT;

THENCE SOUTH 03° 50' 15" WEST, A DISTANCE OF 907.18 FEET, ON, OVER AND ACROSS SAID 2995.065 ACRE AND 255.289 ACRE TRACTS TO THE POINT OF TRUE BEGINNING FOR THE HEREIN DESCRIBED TRACT;

THENCE THE FOLLOWING NINE (9) COURSES AND DISTANCES ON, OVER AND ACROSS THE SAID 2995.065 ACRE AND 255.289 ACRE TRACTS:

1. SOUTH 44° 25' 19" EAST, A DISTANCE OF 122.36 FEET, TO AN IRON PIN SET;
2. SOUTH 84° 10' 59" EAST, A DISTANCE OF 34.00 FEET, TO AN IRON PIN SET;
3. NORTH 45° 34' 41" EAST, A DISTANCE OF 101.68 FEET, TO AN IRON PIN SET;
4. SOUTH 44° 25' 19" EAST, A DISTANCE OF 478.28 FEET, TO AN IRON PIN SET;
5. SOUTH 03° 42' 17" WEST, A DISTANCE OF 434.99 FEET, TO AN IRON PIN SET;
6. SOUTH 45° 34' 41" WEST, A DISTANCE OF 140.07 FEET, TO AN IRON PIN SET;
7. NORTH 44° 25' 19" WEST, A DISTANCE OF 976.73 FEET, TO AN IRON PIN SET;
8. NORTH 45° 34' 41" EAST, A DISTANCE OF 205.00 FEET, TO AN IRON PIN SET;
9. NORTH 69° 18' 50" EAST, A DISTANCE OF 148.08 FEET, TO THE POINT OF TRUE BEGINNING, CONTAINING 8.648 ACRES, MORE OR LESS, (6.310 ACRES OUT OF THE 2995.065 ACRE TRACT 1) AND (2.338 ACRES OUT OF THE 255.289 ACRE TRACT 11).

THE BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE GRID BEARING OF SOUTH 86° 13' 48" EAST, BETWEEN FRANKLIN COUNTY GEODETIC SURVEY MONUMENT NUMBER 9958 AND FRANKLIN COUNTY GEODETIC SURVEY MONUMENT NUMBER 9962.

ALL IRON PIN SET ARE 3/4 INCH IRON PIPES, 30 INCHES IN LENGTH WITH A YELLOW CAP BEARING THE NAME "R.D. ZANDE".

CONSENT AND ESTOPPEL CERTIFICATE

This CONSENT AND ESTOPPEL CERTIFICATE (this "Certificate") is made this 17th day of December, 2012 by **COLUMBUS REGIONAL AIRPORT AUTHORITY**, the operator of Rickenbacker International Airport, and a port authority organized and existing under and by virtue of the laws of the State of Ohio, with an address of 4600 International Gateway, Columbus, Ohio 43219 ("Lessor"), for the benefit of **ALOSTAR BANK OF COMMERCE**, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama with an address of 3630 Peachtree Road, N.E., Suite 1050, Atlanta, Georgia 30326 (together with its successors and assigns, "Lender"), in order to induce Lender to extend credit to **AIRNET SYSTEMS, INC.**, an Ohio corporation, with an address of 7250 Star Check Drive, Columbus, Ohio 43217 ("Lessee") and certain of Lessee's affiliates (collectively, "Borrowers").

Recitals

A. Lessor and Lessee entered into a land lease dated as of January 20, 2004, as amended by that certain Amendment No. 1 to Lease, entered into to be effective as of April 5, 2004, between Lessor and Lessee and by that certain Amendment No. 2 to Lease, entered into to be effective as of October 29, 2004, between Lessor and Lessee and by that certain Amendment No. 3 to Lease, entered into to be effective as of October 30, 2008, between Lessor and Lessee (the "Land Lease"), pursuant to which Lessor leased to Lessee the premises (the "Premises") described therein. A Memorandum of Lease is of record as Instrument No. 200806120090538 in the Recorder's Office, Franklin County, Ohio.

B. Lessee, Lender and the other Borrowers party thereto have entered into, or intend to enter into, a Loan and Security Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), whereby Lender has agreed to extend certain loans and other financial considerations to Borrowers, subject to the terms and on the conditions set forth therein.

D. Lender requires, as a condition precedent to entering into the Loan Agreement, that Lessor execute this Certificate.

Certification

Lessor hereby certifies to and/or agrees with Lender as follows:

- (a) The Land Lease, which is incorporated herein by reference, contains no other amendments, modifications, agreements or commitments involving Lessor and/or Lessee in connection with the Lease or the Premises except that the following agreements have been entered into in connection with such Land Lease and for the purposes hereof, are considered to be an integral part of such Land Lease and together with the Land Lease, are collectively referred to as the "Lease":

Rickenbacker International Airport Operating Agreement, dated January 20, 2004, between Lessor and Lessee.

Non-Exclusive License Agreement to Conduct an Aeronautical Business at Rickenbacker International Airport, dated as of January 20, 2004, between Lessor and Lessee.

Rickenbacker International Airport Non-Public Self-Fueling Permit for the Company, executed by Lessor on January 20, 2004 and by Lessee on January 15, 2004.

Rickenbacker International Airport Commingling Fuel Agreement, dated January 20, 2004, between Lessor and Lessee.

Non-Exclusive Access Easement granted by Lessor in favor of Lessee, executed on January 20, 2004.

No-Build Easement granted by Lessor in favor of Lessee, executed on January 20, 2004.

- (b) The Lease evidences the valid, binding and enforceable obligation of Lessor and is presently in full force and effect and unmodified, except as otherwise stated herein;
- (c) To the best of Lessor's knowledge, there are no outstanding contingencies which might result in the termination of or an option to terminate the Lease;
- (d) As of this date, there are no uncured breaches or defaults under the Lease known to Lessor and Lessee has not notified Lessor of any charges, liens or claims of effect under the Lease or otherwise against rents or other amounts due or to become due to Lessor thereunder;
- (e) The rent and all other sums, if any, due Lessor under the Lease are paid current to the date hereof;
- (f) The term of the Land Lease and payment of the rents thereunder have commenced. The original term of the Land Lease expires on May 31, 2025. There are two (2) 10-year renewal options;
- (g) Prior to the release of Lender's Leasehold Mortgage, Lessor will not amend, change or modify the Lease or accept surrender of the Lease, without in each case the prior written consent of Lender;
- (h) Lessor hereby consents to the granting by Lessee of the Leasehold Mortgage to Lender;
- (i) Lender shall be entitled to and is hereby granted the benefit of the provisions of the Lease pertaining to leasehold mortgagees, including, without limitation, the provisions of Section XIII of the Lease. Lessor agrees to provide Lender with written notice of Lessee's defaults under the Lease and agrees that Lender will have all the rights that Lessee would have pursuant to the Lease to cure such

defaults within the time period specified in such Lease and will have the right to promptly initiate and diligently conclude a foreclosure of the Leasehold Mortgage. Provided that Lender is in compliance with these Lease provisions, Lessor may not take any action to terminate the Lease. Any notices required to be sent to the Lessee pursuant to the terms of the Lease shall also be sent to the Lender at the address below:

AloStar Bank of Commerce
3630 Peachtree Road, N.E.
Suite 1050
Atlanta, Georgia 30326
Attention: AirNet Loan Administration

- (j) Lessor and Lender each acknowledges and agrees that:
- (i) This Certificate shall bind Lessor and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns, as owner and holder of the loan secured by the Leasehold Mortgage, and to the benefit of any person who, pursuant to foreclosure proceedings or conveyance in lieu thereof, succeeds to Lessee's interest under the Lease in accordance with the provisions of the Lease. No further consent by Lessor shall be required for any acquisition by Lender through foreclosure or conveyance in lieu of foreclosure; provided that Lender shall assume all responsibilities and obligations of Lessee under the Lease.
 - (ii) Any payments due by Lessor to Lessee upon termination of the Lease and any condemnation proceeds due to Lessee with respect to the value of the improvements and the value of the unexpired term and option term of the Lease shall be paid to Lender until Lessor receives written notice that the Leasehold Mortgage has been released. Any insurance proceeds shall be paid to Lender for application to restoration (if required under the Lease) and otherwise as provided in the Leasehold Mortgage.
 - (iii) If the Lease is terminated by operation of law, as a consequence of its rejection in bankruptcy by Lessee's trustee or for any other reason, notwithstanding that Lender has exercised its right to cure Lessee's default(s) and foreclose the lien of the Leasehold Mortgage, Lessor agrees in such circumstances to execute a new lease effective as of the date of termination of the Lease; and such new lease shall be for a term equal to that period, absent the termination of the Lease, which would have been the unexpired portion of the term of the Lease and shall otherwise be on the same terms, covenants, conditions and agreements as are contained in the Lease.
 - (iv) Lessor acknowledges that certain defaults are personal to Lessee (e.g., Lessee's bankruptcy) and not reasonably susceptible to cure by Lender, and that certain defaults may only be cured after Lender has obtained

possession of the Premises. As provided in the Lease, Lender shall be required to cure defaults reasonably susceptible to cure by Lender and, with respect to non-monetary defaults not curable without having obtained possession of the Premises, Lender shall be provided the period of time provided in the Lease after Lender has obtained possession in order to cure such defaults.

- (k) Lessor acknowledges and understands that Lender will rely on this Certificate in connection with entering into the Loan Agreement; however, this Certificate is furnished solely for the benefit of Lender or any subsequent lender as described in Subparagraph (j)(i) and may not be relied upon by any other person.

[Remainder of page intentionally left blank; signatures begin on following page.]

IN WITNESS WHEREOF, Lessor, by its duly authorized officer, has executed this Consent and Estoppel Certificate on the date first above written.

**COLUMBUS REGIONAL AIRPORT
AUTHORITY**
("Lessor")

By: Elaine Roberts
Name: Elaine Roberts
Title: President & CEO



Consent and Estoppel Certificate

Lessee confirms to Lessor that Lessee has mortgaged the leasehold to Lendar and requests that Lessor execute the foregoing Consent and Estoppel Certificate, on the date first above written.

AIRNET SYSTEMS, INC.
("Lessee")

By: 
Fred deLeonw, Chief Financial Officer

Consent and Estoppel Certificate

SCHEDULE B
Environmental Reports

None.

SCHEDULE C

Permitted Exceptions

All matters shown as exceptions under Schedule B PART I of the commitment to issue a loan or mortgagee's policy of title insurance issued by Chicago Title Insurance Company, being Pro Forma with file number 38120900, with an effective date being the date and time of recording of this Instrument, with respect to the Premises described on Schedule A hereto, and the subsequent policy of title insurance to be issued and delivered to AloStar Bank of Commerce, as Lender.