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RESTATED AND AMENDED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

SUSAN S. SCHEIN,
Borrower,

FOR THE BENEFIT OF

GMAC, an entity organized under the laws of Delaware,
Lender

DATED: AS OF NOVEMBER 30, 2006

Property Address:	3171 Pelham Parkway Pelham, Alabama 35124 3311 Pelham Parkway Pelham, Alabama 35124
Prepared by and after recording return to:	John G. McCullough McCULLOUGH PAYNE & HAAN, LLC 171 17th Street, NW Suite 975 Atlanta, Georgia 30363-1032

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THIS RESTATED AND AMENDED MORTGAGE CONSTITUTES A RENEWAL, RESTATEMENT AND AMENDMENT OF THAT CERTAIN REAL ESTATE MORTGAGE AND SECURITY AGREEMENT DATED APRIL 20, 2004, RECORDED AS INSTRUMENT NUMBER 20040421000205750, PAGE 1/18 3,408,80 ON APRIL 21, 2004, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, SECURING AN INDEBTEDNESS OF $2,229,111.28 BY SUSAN SCHEIN TO GENERAL MOTORS ACCEPTANCE CORPORATION, A PREDECESSOR IN INTEREST TO GMAC, AND ASSIGNED BY A SERIES OF MESNE ASSIGNMENTS TO GMAC. THIS RENEWAL MORTGAGE AMENDS AND CONTINUES THE EXISTING MONETARY OBLIGATIONS OF THE BORROWER AND IS FOR THE UNPAID BALANCE OF THE AMOUNTS WHICH WERE PREVIOUSLY DISBURSED UNDER THE TERMS OF THE ABOVE DESCRIBED DOCUMENT.

STATE OF ALABAMA
COUNTY OF SHELBY

THIS RESTATED AND AMENDED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Mortgage") is made as of the 30th day of November, 2006, by **SUSAN S. SCHEIN**, an unmarried woman as mortgagor ("Borrower"), whose address is 1406 Sutherland Place, Homewood, Alabama 35209, in favor of **GMAC**, an entity organized under the laws of Delaware, as mortgagee ("Lender"), whose address is P. O. Box 100049, Duluth, Georgia 30096.

WITNESSETH:

Borrower enters into this Mortgage to secure the following:

(1) A renewal loan (the "Loan") by Lender to Borrower in the original principal amount of One Million Eight Hundred Fifty-Seven Thousand Five Hundred Ninety-Two and 78/100 Dollars ($1,857,592.78), together with interest thereon evidenced by that certain renewal promissory note (such promissory note, together with any and all renewals, modifications, consolidations and extensions thereof, is hereinafter referred to as the "Note") of even date with this Mortgage, made by Borrower to the order of Lender in like amount, together with interest thereon at the rate or rates set forth in said Note which provides for payments of principal and interest as provided therein and a maturity date of December 1, 2011.

(2) The full and prompt payment and performance of all of the provisions, agreements, covenants and obligations herein contained and contained in any other agreements, documents or instruments now or hereafter evidencing, guarantying, securing or otherwise relating to the indebtedness evidenced by the Note, whether executed or delivered by Borrower or by any indemnitor or guarantor with respect to any obligation of Borrower under the hereinafter defined Loan Documents (each, hereinafter, an "Guarantor"), or jointly and severally, and the payment of all other sums covenanted in the Loan Documents to be paid. The Note, this Mortgage, and such other agreements, documents and instruments, together with any and all renewals, amendments, extensions and modifications thereof, are hereinafter collectively referred to as the "Loan Documents".

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(3) Any and all additional advances made by Lender to protect or preserve the Property (as hereinafter defined) or the lien or security interest created hereby on the Property, or for Taxes and Other Charges (each as defined in Section 1.5) or insurance premiums, or for any other purpose provided herein or in the other Loan Documents; and for any and all costs and expenses incurred by Lender hereunder in performing the obligations required to be performed by Borrower or otherwise incurred by Lender pursuant to the terms of this Mortgage, together with interest on each such advance, cost or expense (which interest shall accrue at the Default Rate (as defined in the Note) from the date such amounts are advanced or paid by Lender until the date repaid by Borrower);

(4) Any and all other indebtedness, duties, and obligations now owing or which may hereafter be owing by Borrower to Lender under documents and instruments other than the Loan Documents, including, without limitation, late charges, LIBOR breakage charges, prepayment premium (if any), exit fee (if any), interest rate swap or hedge expenses (if any), reimbursement obligations, and fees and expenses for letters of credit issued by Lender for the benefit of Borrower, however and whenever incurred or evidenced, whether express or implied, direct or indirect, absolute or contingent, or due or to become due, and all renewals, modifications, consolidations, replacements and extensions thereof.

All of the sums referred to in Paragraphs (1) through (4) above are herein sometimes referred to as the "Obligations."

For and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, BORROWER HEREBY IRREVOCABLY MORTGAGES, GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS, PLEDGES, SETS OVER AND ASSIGNS, TO LENDER, ITS SUCCESSORS AND ASSIGNS, with power of sale, AND GRANTS A SECURITY INTEREST IN, all of Borrower's estate, right, title and interest in, to and under any and all of the following described property, whether now owned or hereafter acquired (collectively, the "Property"):

A. All that certain real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Real Estate");

B. All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "Improvements");

C. All fixtures owned by Borrower and now or hereafter located on, attached to or used in and about the Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by lessees of the Improvements);

D. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other development rights now or hereafter located on the Real Estate or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Real Estate and/or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

E. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection

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with the Real Estate or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;

F. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Real Estate;

G. All leases (including, without limitation, oil, gas and mineral leases), subleases, licenses (except dealer operating licenses), concessions and occupancy agreements of all or any part of the Real Estate or the Improvements now or hereafter entered into, including without limitation all extensions, renewals, and/or replacements thereof (each, a "Lease" and collectively, the "Leases") and all rents, royalties, issues, profits, revenue, income and other benefits (collectively, the "Rents and Profits") of the Real Estate or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future Lease or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees or licensees, as applicable (each, a "Lessee" and collectively, the "Lessees"), of their obligations under any such Leases, subject to, however, the provisions contained in Section 1.8 hereinbelow;

H. All contracts and agreements now or hereafter entered into covering any part of the Real Estate or the Improvements (collectively, the "Contracts") and all revenue, income and other benefits thereof, including, without limitation, management agreements, franchise agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Real Estate or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Estate or the Improvements and any and all warranties and guaranties relating to the Real Estate or the Improvements or any fixtures, equipment or personal property owned by Borrower and located on and/or used in connection with the Property;

I. All water taps, sewer taps, certificates of occupancy, permits, licenses (except dealer operator licenses), certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Real Estate or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Real Estate or the Improvements;

J. All building materials, supplies and equipment now or hereafter placed on the Real Estate or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Estate or the Improvements;

K. All right, title and interest of Borrower in any insurance policies or binders now or hereafter relating to the Property, including any unearned premiums thereon; and

L. All proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards and proceeds of refunds of any Taxes or Other Charges with respect to any period in which this Mortgage encumbers the Property.

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

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1. ARTICLE 1
COVENANTS OF BORROWER

For the purpose of further securing the Obligations and for the protection of the security of this Mortgage, for so long as the Obligations or any part thereof remains unpaid, Borrower covenants and agrees as follows:

1.1 Warranties of Borrower. Borrower, for herself and her successors and assigns, does hereby represent, warrant and covenant to and with Lender, its successors and assigns, that:

(a) (Deleted)

(b) Authorization. Borrower has the power and authority to execute, deliver and perform the obligations imposed on her under the Loan Documents and to consummate the transactions contemplated by the Loan Documents and has taken all necessary actions in furtherance thereof. Each Guarantor that is not a natural person has the power and authority to execute, deliver and perform the obligations imposed on it under the Loan Documents and to consummate the transactions contemplated by the Loan Documents and has taken all necessary actions in furtherance thereof including, without limitation, that those stockholders, partners or members of each such Guarantor whose approval is required by the terms of such Guarantor's Organizational Documents have duly approved the transactions contemplated by the Loan Documents and have authorized execution and delivery thereof by the respective signatories. No other consent by any local, state or federal agency is required in connection with the execution and delivery of the Loan Documents.

(c) Valid Execution and Delivery. All of the Loan Documents requiring execution by Borrower have been duly and validly executed and delivered by Borrower. All of the Loan Documents requiring execution by any Guarantor have been duly and validly executed and delivered by such Guarantor.

(d) Enforceability. All of the Loan Documents constitute valid, legal and binding obligations of Borrower and are fully enforceable against Borrower in accordance with their terms, subject only to bankruptcy laws and general principles of equity.

(e) No Defenses. The Note, this Mortgage and the other Loan Documents are not subject to any right of rescission, set-off, counterclaim or defense, nor would the operation of any of the terms of the Note, this Mortgage or any of the other Loan Documents, or the exercise of any right thereunder, render this Mortgage unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury.

(f) Usury. The Loan is not usurious and does not otherwise violate Applicable Laws (as defined herein).

(g) No Conflict/Violation of Law. The execution, delivery and performance of the Loan Documents by Borrower will not cause or constitute a default under or conflict with the Organizational Documents of Borrower, any Guarantor or any Constituent Entity (as defined in Section 1.26) of either of them. The execution, delivery and performance of the obligations imposed on Borrower under the Loan Documents will not cause Borrower to be in default, including after due notice or lapse of time or both, under the provisions of any agreement, judgment or order to which Borrower is a party or by which Borrower is bound. The execution,

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delivery and performance of the obligations imposed on Borrower under the Loan Documents will not cause Borrower to be in violation of any applicable law, statute, ordinance, rule, regulation or order of any kind, including, without limitation, Environmental Laws (as defined in Section 1.24), zoning, building, land use, noise abatement, occupational health and safety or other laws, any building permit or any condition, grant, easement, covenant, condition or restriction, whether recorded or not (collectively, "Applicable Laws").

(h) Compliance with Applicable Laws and Regulations. All of the Improvements and the use of the Property by Borrower comply with, and shall remain in compliance with, all Applicable Laws. All certifications, permits, licenses and approvals, including, without limitation, certificates of completion and occupancy permits required for the legal use, occupancy and operation of the Property for the use currently being made thereof have been obtained and are in full force and effect. All of the Improvements comply with all requirements of any applicable zoning and subdivision laws and ordinances.

(i) Consents Obtained. All consents, approvals, authorizations, orders or filings with any court or governmental agency or body, if any, required for the execution, delivery and performance of the Loan Documents by Borrower have been obtained or made.

(j) No Litigation. There are no pending or threatened actions, suits or proceedings, arbitrations or governmental investigations against the Property, Borrower, any Guarantor or any Constituent Entity of Borrower or any Guarantor, whether pursuant to the Loan Documents or otherwise, except as disclosed to Lender in writing prior to the date of this Mortgage.

(k) Title. Borrower has good and marketable fee simple title to the Property, subject only to those matters expressly listed as exceptions to title or subordinate matters in the title insurance policy accepted by Lender in connection with this Mortgage, excepting therefrom all preprinted and/or standard exceptions (the "Permitted Exceptions"). The possession of the Property has been peaceful and undisturbed and title thereto has not been disputed or questioned. Further, Borrower has full power and lawful authority to grant, bargain, sell, convey, assign, transfer and mortgage its interest in the Property in the manner and form hereby done or intended. Borrower will preserve its interest in and title to the Property and will forever warrant and defend the same to Lender against any and all claims whatsoever and will forever warrant and defend the validity and priority of the lien and security interest created herein against the claims of all Persons and parties whomsoever, subject to the Permitted Exceptions. When used in this Mortgage, "Person" means an individual, partnership, limited liability company, association, corporation or other entity. The foregoing warranty of title shall survive the foreclosure of this Mortgage and shall inure to the benefit of and be enforceable by Lender in the event Lender acquires title to the Property pursuant to any foreclosure.

(l) Permitted Exceptions. The Permitted Exceptions do not and will not materially and adversely affect (1) the ability of Borrower to pay in full the principal and interest on the Note in a timely manner or (2) the use of the Property for the use currently being made thereof, the operation of the Property as currently being operated or the value of the Property.

(m) First Lien. Upon the execution by Borrower and the recording of this Mortgage, and upon the execution and filing of UCC-1 financing statements or amendments thereto, Lender will have a valid first lien on the Property and a valid first-priority security interest in all personal property encumbered hereby, subject to no liens, charges or encumbrances other than the Permitted Exceptions.

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(n) ERISA. Borrower has made and shall continue to make all required contributions to all employee benefit plans, if any, and Borrower has no knowledge of any material liability which has been incurred by Borrower which remains unsatisfied for any taxes or penalties with respect to any employee benefit plan or any multi-employer plan, and each such plan has been administered in compliance with its terms and the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and any other federal or state law.

(o) Contingent Liabilities. Borrower has no Neither Borrower nor any Guarantor has any known material contingent liabilities, except for contingent liabilities of any Guarantor explicitly set forth on the financial statements of such Guarantor that were delivered to Lender prior to disbursement of the Loan.

(p) No Other Obligations. Borrower has no material financial obligation under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which Borrower is a party or by which Borrower or the Property is otherwise bound, other than (i) obligations incurred in the ordinary course of the operation of the Property, (ii) the Obligations, and (iii) the documents and instruments evidencing and securing the Junior Loan (as defined in Section 1.1(kk)), if any.

(q) Investment Company Act. Neither Borrower nor any Guarantor is (1) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; (2) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 1935, as amended; or (3) subject to any other federal or state law or regulation which purports to restrict or regulate its ability to borrow money.

(r) Access/Utilities. The Property has adequate rights of access to public ways and is served by adequate water, sewer, sanitary sewer and storm drain facilities. All public utilities necessary to the continued use and enjoyment of the Property as presently used and enjoyed are located in the public right-of-way abutting the Property, and all such utilities are connected so as to serve the Property without passing over other property. All roads, and access to such roads, necessary for the full utilization of the Property for its current and contemplated purpose have been completed and dedicated to public use and accepted by all governmental authorities or are the subject of access easements for the benefit of the Property without any further condition or cost to Borrower or any Lessee.

(s) Taxes Paid. Borrower has filed all federal, state, county and municipal tax returns required to have been filed by Borrower, and has paid all taxes which have become due pursuant to such returns or to any notice of assessment received by Borrower, and Borrower has no knowledge of any basis for additional assessment with respect to such Taxes and Other Charges. Further, the Property is free from delinquent Taxes and Other Charges.

(t) Single Tax Lot. The Real Estate consists of a single lot or multiple tax lots; no portion of such tax lot(s) covers property other than the Real Estate or a portion of the Real Estate and no portion of the Real Estate lies in any other tax lot.

(u) Special Assessments. Except as disclosed in the title insurance policy, there are no pending or, to the knowledge of Borrower, proposed special or other assessments for public improvements or otherwise affecting the Property, nor, to the knowledge of Borrower, are there

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any contemplated improvements to the Property that may result in such special or other assessments.

(v) Flood Zone. The Property is not located in a flood hazard area as defined by the Federal Insurance Administration.

(w) Seismic Exposure. No part of the Property lies in any county for which Lender requires earthquake insurance, as set forth in Attachment B to Lender's loan commitment letter sent to Borrower in connection with this Loan.

(x) Misstatements of Fact. No statement of fact made in the Loan Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to Borrower, any Guarantor or any Constituent Entity of Borrower or any Guarantor which has not been disclosed which adversely affects, or in the judgment of a reasonable person might adversely affect, the business, operations or condition (financial or otherwise) of the representing party. Further, and in clarification of the foregoing, all reports, certificates, affidavits, statements and other data furnished by or on behalf of Borrower, Guarantor and each Constituent Entity of each of them to Lender, or their respective agents, in connection with the Loan are true and correct in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading.

(y) Condition of Improvements. The following statements are true except as previously disclosed to Lender in writing. The Property has not been damaged by fire, water, wind or other cause of loss or any previous damage to the Property has been fully restored. The Improvements are structurally sound, in good repair and free of defects in materials and workmanship and have been constructed and installed in substantial compliance with the plans and specifications relating thereto. All major building systems located within the Improvements, including, without limitation, the heating and air conditioning systems and the electrical and plumbing systems, are in good working order and condition. There is not currently present upon the Property mold or any conditions that reasonably could be expected to give rise to mold or suggest the presence of mold in quantities and type which may pose a serious risk to human health or materially impair the value of the Property or Improvements. The quality of the air in and about the Property is not, and has not been, the subject of any notice from a governmental agency, complaint or legal proceeding. Borrower has not received any complaints from occupants, licensees or invitees of the Property of respiratory ailments, eye irritation, or other conditions which might reasonably be related to the physical condition of the Property, including the air located in and about the same.

(z) No Insolvency or Judgment. The following statements are true except as previously disclosed to Lender in writing. Neither Borrower, nor any Guarantor, nor any Constituent Entity of Borrower or any Guarantor, (a) has been or is currently the subject of or a party to any completed or pending bankruptcy, reorganization or insolvency proceeding; or (b) is currently the subject of any judgment unsatisfied of record or docketed in any court of the state in which the Property is located or in any other court located in the United States. The proposed Loan will not render Borrower or any general partner or member of Borrower insolvent. As used in this Mortgage, the term "insolvent" means that the sum total of all of an entity's liabilities (whether secured or unsecured, contingent or fixed, or liquidated or unliquidated) is in excess of the value of all such entity's non-exempt assets, i.e., all of the assets of the entity that are available to satisfy claims of creditors.

(aa) No Condemnation. No part of any property subject to the Mortgage has been taken in condemnation or other like proceeding to an extent which would impair the value of the

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Property, the Mortgage or the Loan or the usefulness of such property for use as a motor vehicle sales and service facility, nor is any proceeding pending, threatened or known to be contemplated for the partial or total condemnation or taking of the Property.

(bb) No Labor or Materialmen Claims. All parties furnishing labor and materials have been paid in full and, except for such liens or claims insured against by the policy of title insurance to be issued in connection with the Loan, there are no mechanics', laborers' or materialmen's liens or claims outstanding for work, labor or materials affecting the Property, whether prior to, equal with or subordinate to the lien of the Mortgage.

(cc) No Purchase Options. No Person has an option, right of first offer, or right of first refusal, to purchase the Property, any portion thereof or any interest therein.

(dd) Leases. The Property is not subject to any leases, subleases, licenses, concessions or other agreements related to the leasing or renting of the Property or any portion thereof, except as set forth in that certain lease agreement between Borrower as landlord and (1) Susan Schein Chevrolet, Inc., an Alabama corporation ("Tenant-Schein Chevrolet"), as tenant of 3171 Pelham Parkway, Pelham, Alabama 35124 and (2) Susan Schein Chrysler Dodge, Inc., an Alabama corporation "Tenant-Schein Chrysler"), as tenant of 3311 Pelham Parkway, Pelham, Alabama 35124 (collectively "Tenants") (the "Dealer Leases")]. No Person has any possessory interest in the Property or right to occupy the same, except pursuant to the Dealer Leases. Borrower hereby represents that: (i) Borrower is the owner and holder of the landlord's interest under the Dealer Leases, and there are no prior assignments of all or any portion of the Leases or any portion of the Rents and Profits which are presently outstanding and have priority over the assignment of leases and rents contained herein in Section 1.8 given by Borrower to Lender; and (ii) the Dealer Leases constitutes the legal, valid and binding obligation of Borrower and, to the best of Borrower's knowledge and belief, is enforceable against the Tenants thereunder; and (iii) no default exists, or with the passing of time or the giving of notice or both would exist, under the Dealer Leases; and (iv) there exists no offset or defense to the payment of rent under the Dealer Leases; and (v) Tenants have not, as of the date hereof, paid rent under its Lease more than one (1) month in advance, and the rents under the Dealer Leases have not been waived, released, or otherwise discharged or compromised; and (vi) all work to be performed by Borrower under the Dealer Leases have been substantially performed, all contributions to be made by Borrower to Tenants thereunder have been made and all other conditions precedent to Tenants' obligations thereunder have been satisfied; and (vii) Tenants have entered into occupancy of the Property pursuant to the Dealer Leases; and (viii) Borrower has delivered to Lender true, correct and complete copies of the Dealer Leases; and (ix) Tenants are free from bankruptcy, reorganization or arrangement proceedings or a general assignment for the benefit of creditors; and (xi) the Dealer Leases provide no party with the right to obtain a lien or encumbrance upon the Property superior to the lien of this Mortgage.

(ee) Appraisal. All documents and information delivered by Borrower to the preparer of the appraisal of the Property submitted to Lender as part of the Loan Application, are true, accurate and complete, and do not omit to state any material fact necessary to make statements contained therein not misleading.

(ff) Boundary Lines. All of the Improvements which were included in determining the appraised value of the Property lie wholly within the boundaries and building restriction lines of the Property, and no improvements on adjoining properties encroach upon the Property, and no easements or other encumbrances upon the Real Estate encroach upon any of the Improvements,

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so as to affect the value or marketability of the Property except those which are insured against by title insurance in form satisfactory to Lender.

(gg) Survey. The survey of the Property delivered to Lender in connection with this Mortgage, has been performed by a duly licensed surveyor or registered professional engineer in the jurisdiction in which the Property is situated, is certified to Lender, its successors and assigns, and the title insurance company, and is in accordance with the most current minimum standards for title surveys as determined by the American Land Title Association, with the signature and seal of a licensed engineer or surveyor affixed thereto, and does not fail to reflect any material matter affecting the Property or the title thereto.

(hh) Forfeiture. There has not been and shall never be committed by Borrower or another Person in occupancy of or involved with the operation or use of the Property, any act or omission affording the federal government or any state or local government the right of forfeiture as against the Property or any part thereof or any monies paid in performance of Borrower's obligations under any of the Loan Documents.

(ii) No Broker. No financial advisors, brokers, underwriters, placement agents, agents, agents or finders have been dealt with by Borrower in connection with the Loan, except for any broker whose full commission was paid out of the proceeds of the Loan and is set forth in the written instructions from Borrower to Lender regarding disbursement of the proceeds of the Loan.

(jj) Conviction of Criminal Acts. Each of Borrower, any Guarantor, and any Constituent Entity of Borrower or any Guarantor, has never been convicted of a felony or any other crime involving dishonesty or false statement and is not currently the subject of any pending or threatened criminal investigation or proceeding.

(kk) Security Agreements. There are no security agreements or financing statements affecting or encumbering any of the Property other than the security agreements and financing statements created in favor of Lender and those executed in connection with any loan from GMAC to Borrower made on or about the date of this Mortgage (the "Junior Loan"), if any, and the documents and instruments evidencing and securing the Junior Loan. No facts or circumstances exist that may give rise to a third party's lien against, security interest in, or claim to the Property.

(ll) Homestead. The Property forms no part of any property owned, used or claimed by Borrower as a residence or business homestead and is not exempt from forced sale under the laws of the State in which the Real Estate is located. Borrower hereby disclaims and renounces each and every claim to all or any portion of the Property as a homestead.

(mm) Contracts. Borrower will comply with all of its obligations under all Contracts which are material to the operation of the Property in accordance with Borrower's current practice, and with all material obligations under all other Contracts.

1.2 Defense of Title. If, while this Mortgage is in force, the title to the Property or the interest of Lender therein shall be the subject, directly or indirectly, of any action at law or in equity, or be attached directly or indirectly, or endangered, clouded or adversely affected in any manner, Borrower, at Borrower' s expense, shall take all necessary and proper steps for the defense of such title or interest, including the employment of counsel approved by Lender, the prosecution or defense of litigation, and the compromise or discharge of claims made against such title or interest. Notwithstanding the foregoing, in the event that Lender determines that Borrower is not adequately performing its obligations under this Section, Lender may, without

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limiting or waiving any other rights or remedies of Lender hereunder, take such steps with respect thereto as Lender shall deem necessary or proper; any and all costs and expenses incurred by Lender in connection therewith, together with interest thereon at the Default Rate, shall be immediately paid by Borrower on demand.

1.3 Performance of Obligations. Borrower shall pay when due the principal of and the interest on the Note. Borrower shall also pay and perform all of the Obligations as and when due. Further, Borrower shall promptly and strictly perform and comply with all covenants, conditions, obligations and prohibitions required of Borrower in connection with any other document or instrument affecting title to the Property, or any part thereof, regardless of whether such document or instrument is superior or subordinate to this Mortgage.

1.4 Insurance. Borrower shall, at Borrower's expense, maintain in force and effect on the Property, at all times while this Mortgage continues in effect, the following insurance:

(a) Insurance against loss or damage to the Property by fire, windstorm, tornado and hail and against loss and damage by such other, further and additional risks as may be now or hereafter embraced by an "all-risk" form of insurance policy. The amount of such insurance shall be not less than one hundred percent (100%) of the full replacement (insurable) cost of the Improvements, furniture, furnishings, fixtures, equipment and other items (whether personally or fixtures) included in the Property and owned by Borrower from time to time, without reduction for depreciation. The determination of the replacement cost amount shall be adjusted annually to comply with the requirements of the insurer issuing such coverage or, at Lender's election, by reference to such indices, appraisals or information as Lender determines in its reasonable discretion. Full replacement cost, as used herein, means, with respect to the Improvements, the cost of replacing the Improvements without regard to deduction for depreciation, exclusive of the cost of excavations, foundations and footings below the lowest basement floor, and means, with respect to such furniture, furnishings, fixtures, equipment and other items, the cost of replacing the same, in each case, with inflation guard coverage to reflect the effect of inflation, or annual valuation. Each policy or policies shall contain a replacement cost endorsement and either an agreed amount endorsement (to avoid the operation of any co-insurance provisions) or a waiver of any coinsurance provisions, all subject to Lender's approval. The deductible per claim with respect to such insurance shall not exceed $10,000.00 or one percent (1%) of the face amount of the policy, whichever is less.

(b) Comprehensive Commercial General Liability Insurance for personal injury, bodily injury, death and property damage liability in amounts not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, together with umbrella coverage in amounts not less than $5,000,000.00. During any construction on the Property, Borrower's general contractor for such construction shall also provide the insurance required in this subsection (b). Lender hereby retains the right to periodically review the amount of such liability insurance being maintained by Borrower and to require an increase in the amount of such liability insurance should Lender deem an increase to be reasonably prudent under then existing circumstances. No deductible shall be permitted with respect to such insurance.

(c) General boiler and machinery insurance coverage is required if steam boilers or other pressure-fired vessels are in operation at the Property. Minimum liability amount per accident must equal the lesser of the replacement (insurable) value of the

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Improvements housing such boiler or pressure-fired machinery or $2,000,000.00. The deductible per claim with respect to such insurance shall not exceed $10,000.00 or one percent (1%) of the face amount of the policy, whichever is less.

(d) If the Property or any part thereof is identified by the Secretary of Housing and Urban Development as being situated in an area now or subsequently designated as having special flood hazards (including, without limitation, those areas designated as Zone A or Zone V), flood insurance in an amount equal to the lesser of: (i) the minimum amount required, under the terms of coverage, to compensate for any damage or loss on a replacement basis (or the unpaid balance of the Obligations if replacement cost coverage is not available for the type of building insured); or (ii) the maximum insurance available under the appropriate National Flood Insurance Administration program. The deductible per occurrence with respect to such insurance shall not exceed $10,000.00 or one percent (1%) of the face amount of the policy, whichever is less.

(e) During the period of any construction on the Property or renovation or alteration of the Improvements, a so-called "Builder's All-Risk Completed Value" or "Course of Construction" insurance policy in non-reporting form for any Improvements under construction, renovation or alteration in an amount approved by Lender and Worker's Compensation Insurance covering all Persons engaged in such construction, renovation or alteration. The deductible for such insurance, if any, shall be satisfactory to Lender.

(f) Loss of rents or loss of business income insurance in amounts sufficient to compensate Borrower for all Rents and Profits during a period of not less than four (4) months in which the Property may be damaged or destroyed. The amount of coverage shall be adjusted annually to reflect the Rents and Profits or income payable during the succeeding twelve (12) month period. The deductible for such insurance, if any, shall be satisfactory to Lender.

(g) Any other insurance coverage required by Lender in connection with the making of the Loan and in effect as of the date hereof.

(h) Such other insurance on the Property or on any replacements or substitutions thereof or additions thereto as may from time to time be required by Lender against other insurable hazards or casualties which at the time are commonly insured against in the case of property similarly situated including, without limitation, Sinkhole, Mine Subsidence, Terrorism, Earthquake and Environmental insurance, due regard being given to the height and type of buildings, their construction, location, use and occupancy.

All such insurance shall (i) be with insurers authorized to do business in the state within which the Property is located and who have and maintain a rating of at least "A-" with a minimum size category of Class VII or higher by A.M. Best and Company, (ii) contain the complete address of the Property (or a complete legal description), (iii) be for terms of at least one year, and (iv) be subject to the approval of Lender as to insurance companies, amounts, content, forms of policies, method by which premiums are paid and expiration dates.

Borrower shall as of the date hereof deliver to Lender evidence that such insurance policies have been paid current as of the date hereof and certified copies of such insurance policies and original certificates of insurance signed by an authorized agent of the applicable insurance companies evidencing such insurance satisfactory to Lender. Borrower shall renew all such insurance and deliver to Lender certificates evidencing such renewals at least thirty (30)

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days before any such insurance shall expire. Without limiting the required endorsements to the insurance policies, Borrower further agrees that, unless otherwise authorized by Lender in writing, all such policies shall include a standard, non-contributory, mortgagee clause naming Lender (x) as an additional insured under all liability insurance policies, (y) as the first mortgagee and sole loss payee on all property insurance policies, and (z) as the loss payee on all loss of rents or loss of business income insurance policies. Borrower further agrees that all such insurance policies: (1) shall provide for at least thirty (30) days' prior written notice to Lender prior to any cancellation or termination thereof and prior to any modification thereof which affects the interest of Lender; (2) shall contain an endorsement or agreement by the insurer that any loss shall be payable to Lender in accordance with the terms of such policy notwithstanding any act or negligence of Borrower which might otherwise result in forfeiture of such insurance; (3) shall waive all rights of subrogation against Lender; and (4) in the event that the Real Estate or the Improvements constitutes a legal non-conforming use under applicable building, zoning or land use laws or ordinances, shall include an ordinance or law coverage endorsement which will contain Coverage A: "Loss Due to Operation of Law" (with a minimum liability limit equal to Replacement Cost With Agreed Value Endorsement), Coverage B: "Demolition Cost" and Coverage C: "Increased Cost of Construction" coverages. The delivery to Lender of the insurance policies or the certificates of insurance as provided above shall constitute an assignment of all proceeds payable under such insurance policies relating to the Property by Borrower to Lender as further security for the Obligations. In the event of foreclosure of this Mortgage, or other transfer of title to the Property in extinguishment in whole or in part of the Obligations, all right, title and interest of Borrower in and to all unearned insurance premiums and proceeds payable under such policies then in force concerning the Property shall thereupon vest in the purchaser at such foreclosure, or in Lender or other transferee in the event of such other transfer of title whether or not the damage to the Property occurred prior to such transfer of title. Approval of any insurance by Lender shall not be a representation of the solvency of any insurer or the sufficiency of any amount of insurance. In the event Borrower fails to provide, maintain, keep in force or deliver and furnish to Lender the policies of insurance required by this Mortgage or evidence of their renewal as required herein, Lender may, but shall not be obligated to, procure such insurance and Borrower shall pay all amounts advanced by Lender therefor, together with interest thereon at the Default Rate from and after the date advanced by Lender until actually repaid by Borrower, promptly upon demand by Lender. Lender shall not be responsible for nor incur any liability for the insolvency of the insurer or other failure of the insurer to perform, even though Lender has caused the insurance to be placed with the insurer after failure of Borrower to furnish such insurance. Borrower shall not obtain insurance for the Property in addition to that required by Lender without the prior written consent of Lender, which consent will not be unreasonably withheld, provided that (i) Lender is a named insured on such insurance, (ii) Lender receives complete copies of all policies evidencing such insurance., and (iii) such insurance complies with all of the applicable requirements set forth herein.

1.5 Payment of Taxes. Except to the extent provision is actually made therefor pursuant to this Mortgage, Borrower shall pay or cause to be paid all taxes, assessments, water rents, sewer rents, governmental impositions and other charges, including, without limitation, vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Real Estate, now or hereafter levied or assessed or imposed against, or which are or may become a lien upon, the Property ("Taxes"), and all ground rents, maintenance charges and similar charges, now or hereafter levied or assessed or imposed against the Property or any part thereof (the "Other Charges"). Notwithstanding the foregoing, Borrower may in good faith, by appropriate proceedings and upon notice to Lender, contest the validity, applicability or amount of any asserted Taxes or Other Charges so long as (a) Borrower notifies Lender within five (5) days of receipt of notification of a Tax or Other Charge of Borrower's intent to contest the same, or to

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cause another appropriate party who has the requisite legal standing, to contest the same, (b) no Event of Default has occurred and is continuing, (c) Borrower promptly initiates such contest, (d) such contest is diligently pursued, (e) Lender determines, in its subjective opinion, that such contest suspends the obligation to pay the Taxes or Other Charges and that nonpayment of such Taxes or Other Charges will suspend and will not result in the sale, loss, forfeiture or diminution of the Property or any part thereof or any interest of Lender therein, and (f) prior to the earlier of the commencement of such contest or the delinquency date of the asserted Taxes or Other Charges, Borrower (i) sets aside adequate reserves in accordance with generally accepted accounting principles, consistently applied, to pay the contested Taxes or Other Charges, and (ii) deposits in the Impound Account an amount determined by Lender to be adequate to cover the payment of such Taxes or Other Charges and a reasonable additional sum to cover possible interest, costs and penalties; provided, however, that Borrower shall promptly cause to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final; and provided, further, that in any event each such contest shall be concluded, the Taxes or Other Charges, as the case may be, together with any applicable interest, costs and penalties, shall be paid prior to the date any writ or order is issued under which the Property may be sold, lost or forfeited.

1.6 Condemnation and Casualty. Borrower shall give Lender prompt written notice of the occurrence of any casualty affecting, or the institution of any proceedings for eminent domain or for the condemnation of, the Property or any portion thereof. All insurance proceeds on the Property, and all causes of action, claims, compensation, awards and recoveries for any damage, condemnation or taking of all or any part of the Property or for any damage or injury to it for any loss or diminution in value of the Property, are hereby assigned to and shall be paid to Lender. Lender may participate in any suits or proceedings relating to any such proceeds, causes of action, claims, compensation, awards or recoveries and Lender is hereby authorized, in its own name or in Borrower's name, to adjust any loss covered by insurance or any condemnation claim or cause of action, and to settle or compromise any claim or cause of action in connection therewith, and Borrower shall from time to time deliver to Lender any instruments required to permit such participation. Lender may, at Lender's option, (a) if requested by Borrower and consented to by Lender, hold the balance of any of such proceeds to be used to reimburse Borrower for the cost of restoring and repairing the Property to the equivalent of its original condition or to a condition approved by Lender (the "Restoration"), or (b) apply the balance of such proceeds to the payment of the Obligations, whether or not then due. To the extent Lender, pursuant to Borrower's request and in accordance with the terms hereof, determines to apply insurance or condemnation proceeds to Restoration, Lender shall do so in accordance with Lender's then-current policies relating to the, as applicable, restoration of casualty damage on similar properties or restoration or rebuilding of properties that have been the subject of a partial condemnation.

Unless Lender otherwise agrees in writing, any application of any awards or proceeds to the Obligations shall not extend or postpone the due date of any monthly installments referred to in the Note or the Loan Documents or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards or proceeds as Lender may require. Any reduction in the Obligations resulting from Lender's application of any sums received by it hereunder shall take effect only when Lender actually receives such sums and elects to apply such sums to the Obligations and, in any event, the unpaid portion of the Obligations shall remain in full force and effect and Borrower shall not be excused in the payment thereof. Partial payments received by Lender, as described in the preceding sentence, shall be applied first to the final payment due under the Note and thereafter to installments due under the Note in the inverse order of their due date. Borrower shall promptly and diligently, at Borrower's sole cost and expense

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and regardless of whether the insurance proceeds or condemnation award, as appropriate, shall be sufficient for the purpose, restore, repair, replace and rebuild the Property as nearly as possible to its value, condition and character immediately prior to such casualty or partial taking in accordance with the foregoing provisions and Borrower shall pay to Lender all costs and expenses of Lender incurred in administering such rebuilding, restoration or repair, provided Lender makes such proceeds or award available for such purpose. Borrower agrees to execute and deliver from time to time such further instruments as may be requested by Lender to confirm the foregoing assignment to Lender of any award, damage, insurance proceeds, payment or other compensation. Lender is hereby irrevocably constituted and appointed the attorney-in-fact of Borrower (which power of attorney shall be irrevocable so long as any Obligations are outstanding, shall be deemed coupled with an interest, shall survive the voluntary or involuntary dissolution of Borrower and shall not be affected by any disability or incapacity suffered by Borrower subsequent to the date hereof), with full power of substitution, subject to the terms of this Section, to settle for, collect and receive any such awards, damages, insurance proceeds, payments or other compensation from the parties or authorities making the same, to appear in and prosecute any proceedings therefor and to give receipts and acquittances therefor.

1.7 Mechanics' Liens. Borrower shall pay when due all claims and demands of mechanics, materialmen, laborers and others for any work performed or materials delivered for the Real Estate or Improvements; provided, however, that, Borrower shall have the right to contest in good faith any such claim or demand, so long as it does so diligently, by appropriate proceedings and without prejudice to Lender, and provided that neither the Property nor any interest therein would be in any danger of sale, loss or forfeiture as a result of such proceeding or contest. In the event Borrower shall contest any such claim or demand, Borrower shall promptly notify Lender of such contest and thereafter shall, upon Lender's request, promptly provide a bond, cash deposit or other security satisfactory to Lender to protect Lender's interest and security should the contest be unsuccessful. If Borrower shall fail to immediately discharge or provide security against any such claim or demand as aforesaid, Lender may do so and any and all expenses incurred by Lender, together with interest thereon at the Default Rate from the date incurred by Lender until actually paid by Borrower, shall be immediately paid by Borrower on demand.

1.8 Assignment of Leases and Rents and Profits. Borrower hereby absolutely and presently assigns to Lender all existing and future Leases, and all existing and future Rents and Profits. Borrower hereby grants to Lender the sole, exclusive and immediate right, without taking possession of the Property, to demand, collect (by suit or otherwise), receive and give valid and sufficient receipts for any and all of such Rents and Profits, for which purpose Borrower does hereby irrevocably make, constitute and appoint Lender its attorney-in-fact with full power to appoint substitutes or a trustee to accomplish such purpose (which power of attorney shall be irrevocable so long as any Obligations are outstanding, shall be deemed to be coupled with an interest, shall survive the voluntary or involuntary dissolution of Borrower and shall not be affected by any disability or incapacity suffered by Borrower subsequent to the date hereof). Lender shall be without liability for any loss that may arise from a failure or inability to collect Rents and Profits, proceeds or other payments. However, until the occurrence of an Event of Default under this Mortgage, Borrower shall have a license to collect and receive the Rents and Profits when due and prepayments thereof for not more than one month prior to due date thereof Upon the occurrence of an Event of Default, Borrower's license shall automatically terminate without notice to Borrower and Lender may thereafter, without taking possession of the Property, collect the Rents and Profits itself or by an agent or receiver. From and after the termination of such license, Borrower shall be the agent of Lender in collection of the Rents and Profits and all of the Rents and Profits so collected by Borrower shall be held in trust by Borrower for the sole

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and exclusive benefit of Lender and Borrower shall, within one (1) business day after receipt of any Rents and Profits, pay the same to Lender to be applied by Lender as hereinafter set forth. Neither the demand for or collection of Rents and Profits by Lender, nor the exercise of Lender's rights as assignee of the Leases, shall constitute any assumption by Lender of any obligations under any Lease or other agreement relating thereto. Lender is obligated to account only for such Rents and Profits as are actually collected or received by Lender. Borrower irrevocably agrees and consents that the respective payors of the Rents and Profits shall, upon demand and notice from Lender of an Event of Default hereunder, pay such Rents and Profits to Lender without liability to determine the actual existence of any Event of Default claimed by Lender. Borrower hereby waives any right, claim or demand which Borrower may now or hereafter have against any such payor by reason of such payment of Rents and Profits to Lender, and any such payment shall discharge such payor's obligation to make such payment to Borrower. All Rents and Profits collected or received by Lender shall be applied against all expenses of collection, including, without limitation, attorneys' fees, against costs of operation and management of the Property and against the Obligations, in whatever order or priority as to any of the items so mentioned as Lender directs in its sole subjective discretion and without regard to the adequacy of its security. Neither the exercise by Lender of any rights under this Section nor the application of any Rents and Profits to the Obligations shall cure or be deemed a waiver of any Default or Event of Default hereunder. The assignment of Leases and of Rents and Profits hereinabove granted shall continue in full force and effect during any period of foreclosure or redemption with respect to the Property.

1.9 Leases.

(a) Entering Into Leases. Borrower shall not enter into a Lease (which includes the renewal or extension of an existing Lease), or amend, modify or terminate any Lease, without the prior written consent of Lender, which consent Lender may grant or withhold in its sole discretion. Notwithstanding the foregoing, Borrower shall be permitted to extend or renew the Dealer Leases if the Dealer Leases, as renewed or extended (i) provide for rental rates and terms not less favorable to Borrower than currently provided in the Dealer Leases, (ii) does not have a materially adverse effect on the value of the Property taken as a whole, (iii) is subject and subordinate to the Mortgage, and obligates the lessee thereunder to attorn to Lender, (iv) not contain any option or right of first refusal to purchase all or any portion of the Property, (v) expressly provide that the Property shall only be used as a motor vehicle sales and service facility, and (vi) are written on the current form of the Dealer Leases delivered to Lender prior to the date hereof, with only immaterial variations from such form. Promptly upon entering into any renewal or extension of the Dealer Lease without Lender's approval pursuant to this subsection 1.9(a), Borrower shall promptly deliver to Lender a copy of the Leases, together with Borrower's certification that such Leases satisfy all of the conditions of this Section.

(b) Covenants Regarding Leases. Borrower (i) shall observe and perform all the obligations imposed upon the lessor under each Lease, and shall not do or permit to be done anything to impair the value of any Lease as security for the Obligations; (ii) shall promptly send copies to Lender of all notices of default which Borrower shall send or receive thereunder; (iii) shall enforce all of the material terms, covenants and conditions contained in each Lease upon the part of the Lessee thereunder to be observed or performed, (iv) shall not collect any of the Rents more than one (1) month in advance (it being acknowledged that security deposits shall not be deemed Rents collected in advance); (v) shall not execute any other assignment of the lessor's interest in any of the

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Leases or the Rents and Profits (other than to Lender as security for the Obligations or to Junior Lender in connection with the Junior Loan); and (vi) shall not consent to any assignment of or subletting under any Lease not in accordance with the terms of such Lease, in each case without the prior written consent of Lender, which consent may be granted or withheld in Lender's sole discretion. Within 30 days after Lender's request therefor (which request shall not be made more than twice in any calendar year absent an Event of Default), Borrower shall deliver to Lender an estoppel certificate from each Lessee under the Leases in form satisfactory to Lender.

1.10 Alienation and Further Encumbrances.

(a) Neither the Property, nor any part thereof or interest therein, shall be sold, conveyed, disposed of, alienated, hypothecated, leased (except to Lessees under Leases which are not in violation of Section 1.9 hereof), assigned, pledged, mortgaged, further encumbered or otherwise transferred, nor shall Borrower be divested of its title to the Property or any interest therein, in any manner or way, whether voluntarily or involuntarily (any of the foregoing, a "Transfer"), except as expressly set forth in this Section 1.10, in each case without the prior written consent of Lender being first obtained, which consent may be granted or withheld in Lender's sole discretion. For the purposes of this Section 1.10, a "Transfer" shall also include (i) transfers of direct or indirect ownership interests in Borrower, and the creation of new or additional ownership interests in Borrower, or in any Constituent Entity of Borrower, in each case except as set forth in subsection 1.10(b) below, (ii) an installment sales agreement with respect to the Property or any portion thereof, (iii) a Lease of all or substantially all of the Property other than for actual occupancy by a Lessee thereunder, (iv) any sale or assignment of any of Borrower's right, title and interest in, to and under any Leases or Rents and Profits, other than to Lender, (v) if Borrower or any Constituent Entity of Borrower is a partnership or joint venture, the addition, change, removal or resignation of any general partner, or the transfer or pledge of any interest (whether as a general partner or limited partner) of any general partner in such partnership, and (vi) if Borrower or any Constituent Entity of Borrower is a limited liability company, the addition, change, removal or resignation of any manager or managing member, or the transfer or pledge of any interest (whether as a managing member or otherwise) of such manager or managing member in such limited liability company, or the transfer of control (as defined in Section 1.26) of such manager or managing member.

(b) The following direct or indirect transfers of interests in Borrower, or any Constituent Entity of Borrower, shall not be permitted without the prior written consent of Lender:

(i) If Borrower (or any Constituent Entity of Borrower) is a corporation, any direct or indirect transfer of stock in such corporation, or the issuance of new stock in such corporation.

(ii) If Borrower (or any Constituent Entity of Borrower) is a limited partnership, any direct or indirect transfer of limited partnership interests in such limited partnership, or the issuance of new limited partnership interests which results in the dilution of the existing limited partners.

(iii) If Borrower (or any Constituent Entity of Borrower) is a limited liability company, any direct or indirect transfer of membership interests in

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Borrower, or the issuance of new membership interests which results in the dilution of the existing members.

(iv) Either (A) any transfer for estate planning purposes by the Guarantor, or (B) any involuntary transfer caused by the death of a holder of ownership interests in Borrower, or in any general partner or managing member of Borrower, but not if (y) Borrower is reconstituted, if required, following such death and (z) either (i) those Persons responsible for the management of the Property remain unchanged as a result of such death, or (ii) the Person(s) to become responsible for management of the Property are approved by Lender.

Borrower shall give Lender (i) prior written notice of any event set forth in subsections (i), (ii) or (iii) above, and (ii) prompt written notice after any event giving rise to a transfer set forth in subsection (iv) above, in each case together with copies of all documents, instruments and agreements effecting such transfer, all of which shall be certified by Borrower to be true, correct and complete.

1.11 Payment of Utilities, Assessments, Charges, Etc. Borrower shall pay when due all utility charges (e.g., for gas, electricity, water and sewer services and similar charges) which are incurred by Borrower or its agents, and all other assessments or charges of a similar nature, or assessments payable pursuant to any restrictive covenants, whether public or private, affecting the Real Estate and/or the Improvements or any portion thereof, whether or not such assessments or charges are or may become liens thereon.

1.12 Access Privileges and Inspections. Lender and the agents, representatives and employees of Lender shall, subject to the rights of Tenants, have full and free access to the Real Estate and the Improvements and any other location where books and records concerning the Property are kept at all reasonable times for the purposes of inspecting the Property and of examining, copying and making extracts from the books and records of Borrower relating to the Property. Borrower shall lend assistance to all such agents, representatives and employees of Lender.

1.13 Waste; Alteration of Improvements. Borrower shall not commit, suffer or permit any waste on the Property nor take any actions that might invalidate any insurance carried on the Property. Borrower shall maintain the Property in good condition and repair. No part of the Improvements may be removed, demolished or materially altered, in each case, without the prior written consent of Lender (which consent may be granted or withheld in Lender's sole and absolute discretion), except as required pursuant to Applicable Laws. Without the prior written consent of Lender in each case, Borrower shall not commence construction of any improvements on the Real Estate other than improvements required for the maintenance or repair of the Property.

1.14 Zoning. Without the prior written consent of Lender in each case, Borrower shall not seek, make, suffer, consent to or acquiesce in any change in the zoning or conditions of use of the Real Estate or the Improvements. If, under applicable zoning provisions, the use of all or any part of the Real Estate or the Improvements is or becomes a nonconforming use, Borrower shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender (which consent may be granted or withheld in Lender's sole and absolute discretion). Without Lender's prior written consent (which consent may be granted or withheld in Lender's sole and absolute discretion), Borrower shall not file or subject any part of the Real Estate or the Improvements to any declaration of condominium or cooperative or convert any part

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of the Real Estate or the Improvements to a condominium, cooperative or other form of multiple ownership and governance.

1.15 Financial Statements, Books and Records, and Informational Reporting. Borrower shall keep accurate books and records of account of the Property and its own financial affairs sufficient to permit the preparation of financial statements therefrom in accordance with generally accepted accounting principles, consistently applied. Lender and its duly authorized representatives shall have the right to examine, copy and audit Borrower's records and books of account at all reasonable times. So long as this Mortgage continues in effect, Borrower shall provide to Lender, in addition to any other financial statements required hereunder or under any of the other Loan Documents, the following financial statements and information, all of which must be certified to Lender as being true and correct by Borrower or the Person to which they pertain, as applicable, be prepared in accordance with generally accepted accounting principles consistently applied and be in form and substance acceptable to Lender:

(a) annual financial statements for Borrower and each Guarantor in connection with the Loan, within ninety (90) days after the end of each calendar year; and

(b) such other information with respect to the Property, Borrower, the principals in Borrower, and each Guarantor which may reasonably be requested from time to time by Lender, within a reasonable time after the applicable request.

If any of the aforementioned materials are not furnished to Lender within the applicable time periods, in addition to any other rights and remedies of Lender contained herein, Lender shall have the right, but not the obligation, to obtain the same by means of an audit by an independent certified public accountant selected by Lender, in which event Borrower agrees to pay, or to reimburse Lender for, any expense of such audit and further agrees to provide all necessary information to such accountant and to otherwise cooperate in the making of such audit.

1.16 Further Documentation. Borrower shall, on the request of Lender and at the expense of Borrower, promptly: (a) correct any defect, error or omission which may be discovered in the contents of this Mortgage or in the contents of any of the other Loan Documents; (b) execute, acknowledge, deliver and record or file such further instruments (including, without limitation, further mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements and assignments of rents or leases) and promptly do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Mortgage and the other Loan Documents and to subject to the liens and security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements or appurtenances to the Property; (c) execute, acknowledge, deliver, procure and record or file any document or instrument (including specifically any financing statement) deemed advisable by Lender to protect, continue or perfect the liens or the security interests hereunder against the rights or interests of third Persons; and (d) furnish to Lender, upon Lender's request, a duly acknowledged written statement and estoppel certificate addressed to such party or parties as directed by Lender and in form and substance supplied by Lender, setting forth all amounts due under the Note, stating whether any Default or Event of Default exists, stating whether any offsets or defenses exist against the Obligations, affirming that the Loan Documents are the legal, valid and binding obligations of Borrower, and containing such other matters as Lender may reasonably require.

1.17 Payment of Costs; Reimbursement to Lender. Within ten (10) days following Lender's written demand, Borrower shall pay all costs and expenses of every character incurred

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in connection with the closing of the Loan or otherwise attributable or chargeable to Borrower as the owner of the Property, including, without limitation, appraisal fees, recording fees, documentary, stamp, mortgage or intangible taxes, brokerage fees and commissions, title policy premiums and title search fees, public records search fees, escrow fees and attorneys' fees. If Borrower defaults in any such payment, which default is not cured within any applicable grace or cure period, Lender may pay the same and Borrower shall reimburse Lender on demand for all such costs and expenses incurred or paid by Lender, together with such interest thereon at the Default Rate from and after the date of Lender's making such payment until reimbursement thereof by Borrower. Further, Borrower shall promptly notify Lender in writing of any litigation or threatened litigation affecting the Property, or any other demand or claim which, if enforced, could impair or threaten to impair Lender's security hereunder. Without limiting or waiving any other rights and remedies of Lender hereunder, if any action or proceeding of any kind (including, but not limited to, any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding) is commenced which might affect Lender's interest in the Property or Lender's right to enforce its security, or upon the occurrence of any other Event of Default, then Lender may, at its option, with or without notice to Borrower, make any appearances, disburse any sums and take any actions as may be necessary or desirable to protect or enforce the security of this Mortgage or to remedy such Event of Default (without, however, waiving any Default). Borrower agrees to pay within ten (10) days following demand all expenses of Lender incurred with respect to the foregoing (including, but not limited to, reasonable fees and disbursements of counsel), together with interest thereon at the Default Rate from and after the date on which Lender incurs such expenses until reimbursement thereof by Borrower. The necessity for any such actions and of the amounts to be paid shall be determined by Lender in its discretion. Lender is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Borrower or any Person in possession holding under Borrower. Borrower hereby indemnifies and holds Lender, its Affiliates (as defined in Section 1.26), and their members, partners, venturers, stockholders, directors, officers, employees, agents, spouses, legal representatives, successors and assigns (the "Lender Parties") harmless from and against all loss, cost and expenses with respect to any Default hereof, any liens (i.e., judgments, mechanics' and materialmen's liens, or otherwise), charges and encumbrances filed against the Property, and from any claims and demands for damages or injury, including claims for property damage, personal injury or wrongful death, arising out of or in connection with any accident or fire or other casualty on the Real Estate or the Improvements or any nuisance made or suffered thereon, including, in any case, attorneys' fees, costs and expenses as aforesaid, whether at pretrial, trial or appellate level, and such indemnity shall survive payment in full of the Obligations. This Section shall not be construed to require any Lender Party to incur any expenses, make any appearances or take any actions.

1.18 Security Interest and Security Agreement. This Mortgage is also a security agreement under the Uniform Commercial Code for any of the Property which, under Applicable Laws, may be subject to a security interest under the Uniform Commercial Code, whether acquired now or in the future, including, without limitation, the Reserves, all products, and cash and non-cash proceeds thereof (collectively, "UCC Collateral"). Borrower hereby grants to Lender a security interest in the UCC Collateral. Borrower shall execute and deliver to Lender, upon Lender's request, financing statements, continuation statements and amendments, in such form as Lender may require, to perfect or continue the perfection of this security interest. Borrower shall pay all costs of preparing and filing such statements, and all costs and expenses of any record searches for financing statements that Lender may require. Without the prior written consent of Lender (which consent may be granted or withheld in Lender's sole and absolute discretion), Borrower shall not create or permit to exist any other lien or security interest in any of

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the UCC Collateral. The name and address of Borrower (as Debtor under any applicable Uniform Commercial Code) and Lender (as Secured Party under any applicable Uniform Commercial Code) are as set forth on Page 1 of this Mortgage.

1.19 Easements and Rights-of-Way. Borrower shall not grant any easement or right-of-way with respect to all or any portion of the Real Estate or the Improvements without the prior written consent of Lender (which consent may be granted or withheld in Lender's sole and absolute discretion). The purchaser at any foreclosure sale hereunder may, at its discretion, disaffirm any easement or right-of-way granted in violation of any of the provisions of this Mortgage and may take immediate possession of the Property free from, and despite the terms of, such grant of easement or right-of-way. If Lender consents to the grant of an easement or right-of-way, Lender agrees to grant such consent provided that Lender is paid a standard review fee together with all other expenses, including, without limitation, attorneys' fees, incurred by Lender in the review of Borrower's request and in the preparation of documents effecting the subordination.

1.20 Compliance with Laws. Borrower shall at all times comply with all Applicable Laws, even if such compliance shall require structural changes to the Property. Borrower may, upon providing Lender with security satisfactory to Lender, proceed diligently and in good faith to contest the validity or applicability of any Applicable Law so long as the Property shall not be subject to any lien, charge, fine or other liability, and shall not be in danger of being forfeited, lost or closed, during or as a result of such contest. Borrower shall not alter the Property in any manner that would materially increase Borrower's responsibilities for compliance with Applicable Laws without the prior approval of Lender (which consent may be granted or withheld in Lender's sole and absolute discretion). Borrower shall not use or occupy, or allow the use or occupancy of, the Property in any manner which violates any Lease or any Applicable Law or which constitutes a public or private nuisance or which makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto. Borrower shall, from time to time, upon Lender's request, provide Lender with evidence reasonably satisfactory to Lender that the Property complies with all Applicable Laws.

1.21 Additional Taxes. In the event of the enactment after this date of any law of the state where the Property is located or of any other governmental entity deducting from the value of the Property for the purpose of taxation any lien or security interest thereon, or imposing upon Lender the payment of the whole or any part of the Taxes or Other Charges herein required to be paid by Borrower, or changing in any way the laws relating to the taxation of mortgages or security agreements or debts secured by mortgages or security agreements or the interest of Lender or secured party in the property covered thereby, or the manner of collection of such Taxes or Other Charges, so as to adversely affect this Mortgage or the Obligations or Lender, then, and in any such event, Borrower, upon demand by Lender, shall pay such Taxes or Other Charges, or reimburse Lender therefor; provided, however, that if in the opinion of counsel for Lender (a) it might be unlawful to require Borrower to make such payment, or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in either such event, Lender may elect, by notice in writing given to Borrower, to declare all of the Obligations to be and become due and payable in full thirty (30) days from the giving of such notice.

1.22 Borrower's Waivers. To the full extent permitted by Applicable Laws, Borrower shall not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, moratorium or extension, or any law now or hereafter in force providing for the reinstatement of the Obligations prior to any

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sale of the Property to be made pursuant to any provisions contained herein or prior to the entering of any decree, judgment or order of any court of competent jurisdiction, or any right under any statute to redeem all or any part of the Property so sold. Borrower, for Borrower and Borrower's successors and assigns, and for any and all Persons ever claiming any interest in the Property, to the full extent permitted by law, hereby knowingly, intentionally and voluntarily with and upon the advice of competent counsel: (a) waives, releases, relinquishes and forever forgoes all rights of valuation, appraisement, stay of execution, reinstatement and notice of election or intention to mature or declare due the Obligations (except such notices as are specifically provided for herein); (b) waives, releases, relinquishes and forever forgoes all right to a marshalling of the assets of Borrower, including the Property, to a sale in the inverse order of alienation, or to direct the order in which any of the Property shall be sold in the event of foreclosure of the liens and security interests hereby created and agrees that any court having jurisdiction to foreclose such liens and security interests may order the Property sold as an entirety; and (c) waives, releases, relinquishes and forever forgoes all rights and periods of redemption provided under Applicable Laws. To the full extent permitted by law, Borrower shall not have or assert any right under any statute or rule of law pertaining to the exemption of homestead or other exemption under any federal, state or local law now or hereafter in effect, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right of Lender under the terms of this Mortgage to a sale of the Property, for the collection of the Obligations without any prior or different resort for collection, or the right of Lender under the terms of this Mortgage to the payment of the Obligations out of the proceeds of sale of the Property in preference to every other claimant whatever. Further, Borrower hereby knowingly, intentionally and voluntarily, with and upon the advice of competent counsel, waives, releases, relinquishes and forever forgoes all present and future statutes of limitations as a defense to any action to enforce the provisions of this Mortgage or to collect any of the Obligations the fullest extent permitted by law.

1.23 Contracts. Borrower may not terminate any Contract that is material to the operation of the Property, or enter into any amendment thereto that makes the terms thereof less favorable to Borrower, in each case without the prior written consent of Lender, which shall not unreasonably be withheld, *provided, however*, that if the other party to such Contract is in default thereunder, and Borrower can replace the goods or services provided on terms not materially disadvantageous to Borrower, then the prior written consent of Lender shall not be required to terminate such Contract. Borrower shall perform its obligations under each Contract and each of the General Intangibles, except where Borrower's failure to do so would not have a material adverse effect on Borrower or the Property. Borrower represents that its interest under each Contract, and each General Intangible, is not subject to any claim, setoff, lien, deduction or encumbrance of any nature, other than that created by this Mortgage. At any time during the continuance of a Default or an Event of Default, Lender may (but shall not be obligated to) take such action as Lender may determine to be reasonably necessary to protect the rights of Borrower under any or all of the Contracts and/or the General Intangibles. Should Lender, or Lender's designee, acquire the Property (whether pursuant to exercise of Lender's remedies hereunder or by transfer in lieu thereof), Lender may elect to assume Borrower's interests under any or all of the Contracts or General Intangibles as Lender shall determine, and Borrower shall cause to be terminated, without obligation to Lender or the successor owner of the Property, such other Contracts and/or General Intangibles as Lender may direct.

1.24 Environmental Matters.

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(a) Definitions. For purposes of this Mortgage, the following terms have the following meanings:

(i) "Environmental Laws" means any and all present and future federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directives or other requirements of any governmental authority relating to or imposing liability or standards of conduct (including disclosure or notification) concerning protection of human health or the environment or Hazardous Substances or any activity involving Hazardous Substances, all as previously and in the future to be amended. Environmental Laws shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 *et seq.* and 40 CFR §302.1 *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*, and 40 CRF §116.1 *et seq.*), and the Hazardous Materials Transportation Act (49 U.S.C. §1801 *et seq.*), and those relating to Lead Based Paint.

(ii) "Hazardous Substance" means, but is not limited to, any substance, chemical, material or waste (A) the presence of which causes a nuisance or trespass of any kind; (B) which is regulated by any federal, state or local governmental authority because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including, but not limited to, petroleum and petroleum products, asbestos-containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, flammables and explosives; (C) any molds, spores, fungus or other harmful microbial material; or (D) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

(iii) "Indemnified Parties" means and includes the Lender Parties, its parent, subsidiaries, and other Affiliates, any servicer or originator of the Loan, and the officers, directors, employees, agents and contractors of any of the foregoing parties.

(iv) "Lead Based Paint" means paint containing more than 0.5% lead by dry weight.

(v) "Release" means any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Substances.

(vi) "Reports" means the environmental studies and reports identified on Exhibit B attached to the Environmental Indemnity Agreement.

(b) Environmental Representations and Warranties. Except as otherwise fully disclosed to Indemnified Parties in the Reports, Borrower hereby represents and warrants to Indemnified Parties that, as of the date hereof:

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(i) neither the Property nor any operations of Borrower or, to the best of Borrower's knowledge, any occupant of the Property are in violation of any Environmental Laws or any permit or other authorization issued pursuant thereto;

(ii) no Hazardous Substances are or, to the best of Borrower's knowledge, have been handled, generated, stored, processed, disposed of, or otherwise managed on or at the Property except for those substances used by Borrower or Tenants under Leases at the Property in the ordinary course of its business and in compliance with all Environmental Laws;

(iii) there are not any present or, to the best of Borrower's knowledge, any past Releases of Hazardous Substances in, on, under or from the Property;

(iv) the Property is not subject to any private or governmental lien or judicial or administrative notice or action relating to Hazardous Substances;

(v) to the best of Borrower's knowledge, there are no existing or closed underground storage tanks, underground lifts, or other underground storage receptacles for Hazardous Substances on the Property;

(vi) Borrower has not received notice of and, to the best of Borrower's knowledge, there exists no investigation, action, proceeding or claim by any agency, authority or unit of government or by any third party which could result in any liability, penalty, sanction or judgment under any Environmental Laws with respect to any condition, use or operation of the Property or any of Borrower's or any occupant's operations, nor does Borrower know of any basis for such a claim;

(vii) to the best of Borrower's knowledge, there has been no claim by any party that any use, operation or condition of the Property or any of Borrower's or any occupant's operations has caused any nuisance or any other liability or adverse condition on any other property, nor does Borrower know of any basis for such a claim;

(viii) no work, repairs, remedy, construction, or capital expenditure is required under any Environmental Law in order for Borrower or any occupant to (A) lawfully occupy, use, and conduct Borrower's or occupant's business on the Property, or (B) obtain and maintain any permit, license, or authorization required under any Environmental Law to lawfully occupy, use, and conduct Borrower's or occupant's business on the Property; and

(ix) there are no agreements, consent orders, decrees, judgments, license or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority or agreements, whether settlement agreements or otherwise, with any third parties relating to the ownership, use, operation, sale, transfer or conveyance of the Property that require any change in the present condition of the Property or any work, repairs, construction, containment, clean up, investigations, studies, removal or other remedial action or capital expenditures with respect to the Property.

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(c) Environmental Covenants. Borrower covenants and agrees: (i) to keep or cause the Property to be kept free from Hazardous Substances (except those substances used by Borrower or Tenants under Leases at the Property in the ordinary course of their businesses and in compliance with all Environmental Laws); (ii) not to install or use any underground storage tanks, in-ground lifts, or other underground storage receptacles for Hazardous Substances at the Property; (iii) to not itself engage in, and to expressly prohibit all occupants of the Property from engaging in, the use, generation, handling, storage, production, processing or management of Hazardous Substances, except in the ordinary course of their businesses and in compliance with all Environmental Laws; (iv) to not itself cause or allow, and to expressly prohibit, the Release of Hazardous Substances at, on, under, or from the Property; (v) to comply and expressly require all occupants and any other Persons who may come upon the Property to comply with all Environmental Laws; (vi) to keep the Property free and clear of all liens and other encumbrances imposed pursuant to any Environmental Law, whether due to any act or omission of Borrower or any other Person ("Environmental Liens"); (vii) to comply and cause all occupants of the Property to comply with the recommendations of any qualified environmental engineer or other expert that apply or pertain to the Property; (viii) upon Lender's request, and at Borrower's sole cost expense, take all action necessary to ascertain, achieve, maintain, and demonstrate to Lender's satisfaction, Borrower's and the Property's compliance with Environmental Laws; and (ix) without limiting the generality of the foregoing, during the term of this Agreement, not to use any construction materials which contain asbestos nor install in the Improvements on the Property or permit to be installed in the Improvements on the Property, any materials that contain asbestos.

(d) Notice and Access. Borrower shall promptly notify Indemnified Parties in writing if Borrower knows, suspects or believes there is or are (i) any Hazardous Substances present on the Property, other than those used by Borrower or Tenants under Leases at the Property in the ordinary course of their businesses and in compliance with all Environmental Laws; (ii) any Release of Hazardous Substances in, on, under, from or migrating towards the Property; (iii) any non-compliance with Environmental Laws related in any way to the Property; (iv) any actual or potential Environmental Liens; (v) any investigation or action or claim, whether threatened or pending, by any governmental agency or third party pertaining to the Release of Hazardous Substances in, on, under, from, or migrating towards the Property; and (vi) any installation of wells, piping, or other equipment at the Property to investigate, remediate or otherwise address any Release of Hazardous Substances at, on, in or in the vicinity of the Property. Borrower shall promptly, at Borrower's sole cost and expense, take all reasonable actions with respect to any Hazardous Substances or other environmental condition at, on or under the Property or other affected property, including all investigative, monitoring, removal, containment and remedial actions in accordance with all applicable Environmental Laws, including the payment, at no expense to Indemnified Parties, of all clean-up, administrative and enforcement costs of applicable governmental agencies which may be asserted against the Property in all instances as necessary to (A) comply with all applicable Environmental Laws; (B) protect human health or the environment; (C) allow continued use, occupancy, or operation of the Property; and (D) maintain fair market value of the Property (collectively, "Completion of the Clean-up"). In the event Borrower fails to do so, Indemnified Parties may, but shall not be obligated or have any duty to, cause the Completion of the Clean-up of the Property. Borrower hereby grants to Indemnified Parties and their agents and employees access to the Property as provided in subsection 1.24(f) below, and a license to remove any items deemed by Indemnified Parties to be Hazardous Substances and to do all things Indemnified Parties shall deem necessary to cause the Completion of the Clean-up of the Property.

(e) Indemnification. Borrower covenants and agrees, at Borrower's sole cost and expense, to indemnify, defend (at trial and appellate levels, and with attorneys, consultants and

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experts acceptable to Indemnified Parties), and hold Indemnified Parties harmless from and against any and all present and future liens, damages (including, without limitation, consequential damages), losses, liabilities, obligations, settlement payments, penalties, claims, judgments, suits, proceedings, costs (including any diminution in the value of the security afforded by the Property or any future reduction of the sales price of the Property), disbursements or expenses of any kind or of any nature whatsoever (including reasonable attorneys', consultants' and experts' fees and disbursements actually incurred in investigating, defending, settling or prosecuting any claim, litigation or proceeding) (collectively, "Costs") which may at any time be imposed upon, incurred by or asserted against Indemnified Parties or the Property, and arising directly or indirectly from or out of:

(i) the actual or alleged past, present or future presence, Release or threat of Release of any Hazardous Substances on, in, under or affecting all or any portion of the Property or any surrounding areas, regardless of whether or not caused by or within the control of Borrower;

(ii) the actual or alleged past, present or future violation of any Environmental Laws, relating to or affecting the Property or Borrower's or any occupant's operations, whether or not caused by or within the control of Borrower;

(iii) the failure by Borrower to comply fully with the terms and conditions of this Mortgage;

(iv) any misrepresentation or inaccuracy in or the breach of any representation or warranty contained in this Mortgage; or

(v) the enforcement of this Mortgage, including any liabilities that arise as a result of the actions taken or caused to be taken by Indemnified Parties under this Section 1.24, the cost of assessment, containment and/or removal of any and all Hazardous Substances from all or any portion of the Property or any surrounding areas, the cost of any actions taken in response to the presence, Release or threat of Release of any Hazardous Substances on, in, under or affecting any portion of the Property or any surrounding areas to prevent or minimize such Release or threat of Release so that it does not migrate or otherwise cause or threaten danger to present or future public health, safety, welfare or the environment, and costs incurred to comply with the Environmental Laws in connection with all or any portion of the Property or any surrounding areas. The foregoing notwithstanding, Borrower's obligations under this Section 1.24 with regard to any Post-Transfer Indemnification Responsibilities (as hereinafter defined) shall be limited to such obligations directly or indirectly arising out of or resulting from any Hazardous Substances that were present or released in, on, or around any part of the Property, or in the soil, groundwater or soil vapor on or under the Property at any time before or while Borrower held title to or was in possession or control of the Property ("Borrower's Continuing Responsibility"); provided, however, that any Post-Transfer Indemnification Responsibilities incurred or suffered by Indemnified Parties shall be presumed, unless shown by a preponderance of the evidence to the contrary, to be Borrower's Continuing Responsibility. "Post-Transfer Indemnification Responsibilities" shall mean any obligations hereunder to indemnify, defend, and hold Indemnified Parties harmless arising after Indemnified Parties cease to hold a security interest in the Property or acquire

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title to the Property as a result of foreclosure, deed in lieu of foreclosure, or other transfer of the Property.

(f) Site Visits, Observation and Testing. Indemnified Parties and their agents and representatives shall have the right at any reasonable time to enter and visit the Property for the purposes of observing the Property, taking and removing soil or groundwater samples, and conducting tests on any part of the Property. Indemnified Parties have no duty, however, to visit or observe the Property or to conduct tests, and no site visit, observation or testing by any Indemnified Party shall impose any liability on any Indemnified Party. In no event shall any site visit, observation or testing by any Indemnified Party be a representation that Hazardous Substances are or are not present in, on or under the Property, or that there has been or shall be compliance with any Environmental Laws. Neither Borrower nor any other party is entitled to rely on any site visit, observation or testing by any Indemnified Party. Indemnified Parties owe no duty of care to protect Borrower or any other party against, or to inform Borrower or any other party of, any Hazardous Substances or any other adverse condition affecting the Property. Indemnified Parties may in their discretion disclose to Borrower or any other party any report or findings made as a result of, or in connection with, any site visit, observation or testing by Indemnified Parties. Borrower understands and agrees that Indemnified Parties make no representation or warranty to Borrower or any other party regarding the truth, accuracy or completeness of any such report or findings that may be disclosed. Borrower also understands that, depending on the results of any site visit, observation or testing by any Indemnified Party which are disclosed to Borrower, Borrower may have a legal obligation to notify one or more environmental agencies of the results and that such reporting requirements are site-specific and are to be evaluated by Borrower without advice or assistance from Indemnified Parties. Any Indemnified Party shall give Borrower reasonable notice before entering the Property. Such Indemnified Party shall make reasonable efforts to avoid interfering with Borrower's use of the Property in exercising any rights provided in this subsection 1.24(f).

(g) Upon the request of any Indemnified Party, at any time and from time to time after the occurrence of a Default or Event of Default under this Mortgage or the Loan Documents, or at such other time as any Indemnified Party has reasonable grounds to believe that Hazardous Substances are or have been released, stored or disposed of on or around the Property or that the Property may be in violation of the Environmental Laws, Borrower shall provide at Borrower's sole expense, an inspection or audit of the Property prepared by a hydrogeologist or environmental engineer or other appropriate consultant approved by the Indemnified Party indicating the presence or absence of Hazardous Substances on the Property. If Borrower fails to provide such inspection or audit within thirty (30) days after such request, Lender may order the same. The cost of such inspection or audit shall be included in Costs and shall be paid by Borrower in accordance with the terms of this Mortgage.

(h) The obligations of Borrower under this Mortgage (including, without limitation, this Section 1.24) with respect to Hazardous Substances shall not in any way limit the obligations of any party under the Environmental Indemnity Agreement.

(i) [Deleted]

1.25 Indemnification; Subrogation.

(a) Borrower shall indemnify, defend and hold Lender Parties harmless against: (i) any and all claims for brokerage, leasing, finders or similar fees which may be made relating to the Property or the Obligations, and (ii) any and all liability, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses (including Lender's reasonable attorneys' fees, together

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with reasonable appellate counsel fees, if any) of whatever kind or nature which may be asserted against, imposed on or incurred by Lender in connection with the Obligations, this Mortgage, the Property, or any part thereof, or the exercise by Lender of any rights or remedies granted to it under this Mortgage; provided, however, that nothing herein shall be construed to obligate Borrower to indemnify, defend and hold harmless Lender from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses enacted against, imposed on or incurred by Lender by reason of Lender's willful misconduct or gross negligence.

(b) If any Lender Party is made a party defendant to any litigation or any claim is threatened or brought against any Lender Party concerning the Obligations, this Mortgage, the Property, or any part thereof, or any interest therein, or the construction, maintenance, operation or occupancy or use thereof, then Borrower shall indemnify, defend and hold the Lender Party harmless from and against all liability by reason of such litigation or claims, including reasonable attorneys' fees (together with reasonable appellate counsel fees, if any) and expenses incurred by the Lender Party in any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. If Lender commences an action against Borrower to enforce any of the terms hereof or to prosecute any breach by Borrower of any of the terms hereof or of any of the other Loan Documents, or to recover any sum secured hereby, Borrower shall pay to Lender its reasonable attorneys' fees (together with reasonable appellate counsel fees, if any) and expenses. The right to such attorneys' fees (together with reasonable appellate counsel fees, if any) and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Borrower breaches any term of this Mortgage, Lender may engage the services of an attorney or attorneys to protect its rights hereunder, and in the event of such engagement following any breach by Borrower, Borrower shall pay Lender reasonable attorneys' fees (together with reasonable appellate counsel fees, if any) and expenses incurred by Lender, whether or not an action is actually commenced against Borrower by reason of such breach. All references to "attorneys" in this subsection and elsewhere in this Mortgage shall include without limitation any attorney or law firm engaged by Lender and Lender's in-house counsel, and all references to "fees and expenses" in this subsection and elsewhere in this Mortgage shall include without limitation any fees of such attorney or law firm and any allocation charges and allocation costs of Lender's in-house counsel.

(c) A waiver of subrogation shall be obtained by Borrower from its insurance carrier and, consequently, Borrower waives any and all right to claim or recover against Lender, its officers, employees, agents and representatives, for loss of or damage to Borrower, the Property, Borrower's property or the property of others under Borrower's control from any cause insured against or required to be insured against by the provisions of this Mortgage.

1.26 Entity Covenants. Borrower hereby represents, warrants and covenants, as of the date hereof and until such time as the Obligations are paid in full, that without, in each case, the prior written consent of Lender (which may be granted, withheld or conditioned by Lender in its sole and absolute discretion for any reason or for no reason):

(a) Borrower shall not:

(i) dissolve, wind-up, or liquidate Borrower;

(ii) merge, consolidate or acquire all or substantially all of the assets of an Affiliate of same or other Person;

(iii) change the nature of the business conducted by Borrower; or

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(iv) except as permitted by Lender in writing, amend, modify or otherwise change the Organizational Documents of Borrower.

(b) As used in this Mortgage:

(i) "Affiliate" means any Person which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a specified Person. For purposes of the definition of "Affiliate", the terms "control", "controlled", or "controlling" with respect to a specified Person shall include, without limitation, (A) the ownership, control or power to vote ten percent (10%) or more of (x) the outstanding shares of any class of voting securities or (y) beneficial interests, of any such Person, as the case may be, directly or indirectly, or acting through one or more Persons, (B) the control in any manner over the general partner(s) or the election of more than one director or trustee (or Persons exercising similar functions) of such Person, or (C) the power to exercise, directly or indirectly, control over the management or policies of such Person.

(ii) "Constituent Entity" shall mean, with respect to any entity, (A) with respect to any limited partnership, (x) any general partner of such limited partnership and (y) any limited partner of such partnership which owns (or is owned by any Person owning, holding or controlling, directly or indirectly) the right to receive 50% or more of the income, distributable funds or losses of such partnership; (B) with respect to any general partnership or joint venture, any partner or venturer in such general partnership or joint venturer; (C) with respect to any corporation, (x) any officer or director of such corporation, and (y) any Person which owns or controls 50% or more of any class of stock of such corporation; (D) with respect to any limited liability company, (x) any manager of such limited liability company, (y) any managing member of such limited liability company, or the sole member of any limited liability company having only one (1) member, and (z) any non-managing member of such limited liability company which owns (or is owned by any Person owning, holding or controlling, directly or indirectly) the right to receive 50% or more of the income, distributable funds or losses of such limited liability company; (E) any Person which controls any entity described in any of clauses (A) through (D) of this definition; and (F) any entity which is a "Constituent Entity" with respect to an entity which is a "Constituent Entity" of the subject entity. For all purposes of this Mortgage unless expressly noted, "control" and "controlled by" shall have the meanings assigned to them in Rule 405 under the Securities Act of 1933, as amended. For the purposes of clause (F) of the definition of Constituent Entity, if entity "B" is a Constituent Entity of entity "A", then any Constituent Entity of "B" shall be deemed to be a Constituent Entity of any entity of which "A" is a Constituent Entity.

(iii) "Organizational Documents" shall mean, with respect to any entity, the documents customarily used to form an entity and provide for its governance, as the same may be amended from time to time, including, without limitation, (A) with respect to a corporation, the articles of incorporation or certificate of incorporation or charter, and the by-laws; (B) with respect to a limited liability company, the articles of organization and the operating agreement; (C) with respect to a limited partnership, the certificate of limited

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partnership and the limited partnership agreement; and (D) with respect to a general partnership, the agreement of partnership.

1.27 Mold.

(a) Monitoring of Property. Borrower, at its sole cost and expense, shall regularly monitor the Property for the presence of mold or for any conditions that reasonably can be expected to give rise to mold or suggest the presence of mold ("Mold Conditions"), including, but not limited to, observed or suspected instances of water damage, mold growth, repeated complaints of respiratory ailment or eye irritation by occupants of the Property, or any notice from a governmental agency of complaints regarding indoor air quality at the Property.

(b) Inspections of Property. In the event of suspected mold or Mold Conditions at the Property, Borrower, at its sole cost and expense, shall promptly retain an industrial hygienist certified by the American Board of Industrial Hygienists or an otherwise qualified mold consultant acceptable to Lender to conduct an inspection of the Property to determine if mold or Mold Conditions are present at the Property and prepare an inspection report. Borrower shall provide Lender with a true and complete copy of the report within five (5) days of its receipt thereof.

(c) Remediation of Mold. In the event the inspection required by subsection (b) determines that mold or Mold Conditions are present at the Property, Borrower, at its sole cost and expense, shall promptly hire trained and experienced mold remediation contractors to prepare a remediation plan and to remediate the mold or Mold Conditions at the Property. Borrower shall: (i) send Lender a notice, including a true and complete copy of the remediation plan, at least fifteen (15) business days before the commencement of the mold remediation stating: (A) the date on which the mold remediation shall occur; (B) the name, address and telephone number of the certified mold remediation contractor performing the remediation; (C) the remediation procedures and standards to be used at the Property; (D) the clearance criteria to be employed at the conclusion of the remediation; and (E) the date the remediation will conclude (both the contractor(s) and the remediation plan shall be approved by Lender); (ii) notify, in accordance with any applicable state or local health or safety requirements, its employees, as well as occupants and visitors of the Property, of the nature, location, and schedule for the planned mold remediation; (3) ensure that the mold remediation is conducted in accordance with the relevant provisions of the document "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001) ("EPA Guidelines"), published by the U.S. Environmental Protection Agency, as may be amended or revised from time to time, or other applicable federal, state or local laws, regulations or guidelines, or generally accepted industry standards for mold remediation; and (iv) when the remediation is completed, promptly provide Lender with a copy of the final inspection report.

(d) Post-Remediation Inspection. Borrower acknowledges and agrees that Lender shall have a reasonable opportunity to inspect the Property after the conclusion of the mold remediation. If the results of Lender's inspection indicate that the remediation does not comply with the final remediation report or any other applicable federal, state or local laws, regulations or guidelines, or generally accepted industry standards, including without limitation the EPA Guidelines, then Borrower, at its sole cost and expense, shall immediately take all further actions necessary to insure such compliance. Borrower shall

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also, in Lender's discretion, implement and maintain a mold operations and maintenance plan ("O&M Plan") acceptable to Lender.

ARTICLE 2
EVENTS OF DEFAULT

2.1 Events of Default. The occurrence of any of the following shall be an "Event of Default" hereunder:

(a) Borrower fails to punctually perform any covenant, agreement, obligation, term or condition of the Note, this Mortgage or any other Loan Document which requires payment of any money to Lender .

(b) Borrower (i) fails to provide insurance as required by Section 1.4 hereof, or (ii) fails to perform any covenant, agreement, obligation, term or condition set forth in Section 1.5 hereof.

(c) Borrower fails to perform any other covenant, agreement, obligation, term or condition set forth herein other than those otherwise described in this Section 2.1 and, to the extent such failure or default is susceptible of being cured, the continuance of such failure or default for thirty (30) days after written notice thereof from Lender to Borrower; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within such period of time, and if Borrower commences to cure such default promptly after receipt of notice thereof from Lender, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, but not to exceed an additional sixty (60) days.

(d) Any representation or warranty made herein, in or in connection with the Loan Application or any commitment relating to the Loan, or in any of the other Loan Documents to Lender, by Borrower, by Tenant, by any Guarantor or by any Constituent Entity of any of them, is determined by Lender to have been false or misleading at the time made.

(e) A Transfer, except as expressly permitted by Section 1.10 hereof.

(f) A default occurs under any of the other Loan Documents which has not been cured within any applicable grace or cure period therein provided.

(g) Borrower, Tenant, any Guarantor, or any Constituent Entity of any of them, becomes insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors, shall file a petition in bankruptcy, shall voluntarily be adjudicated insolvent or bankrupt or shall admit in writing the inability to pay debts as they mature, shall petition or apply to any tribunal for or shall consent to or shall not contest the appointment of a receiver, trustee, custodian or similar officer for Borrower, Tenant, any Guarantor or any such Constituent Entity, or for a substantial part of the assets of Borrower, Tenant, any such Guarantor or any such Constituent Entity, or shall commence any case, proceeding or other action under any bankruptcy, reorganization, arrangement, readjustment or debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect.

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(h) A petition is filed or any case, proceeding or other action is commenced against Borrower, against Tenant, against any Guarantor or against any Constituent Entity of Borrower or any Guarantor, seeking to have an order for relief entered against it as debtor or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or other relief under any law relating to bankruptcy, insolvency, arrangement, reorganization, receivership or other debtor relief under any law or statute of any jurisdiction whether now or hereafter in effect or a court of competent jurisdiction enters an order for relief against Borrower, against Tenant, against any Guarantor or against any Constituent Entity of any of them, as debtor, or an order, judgment or decree is entered appointing, with or without the consent of Borrower, of Tenant, of any Guarantor or of any Constituent Entity of any of them, a receiver, trustee, custodian or similar officer for Borrower, for Tenant, for any such Guarantor or for any such Constituent Entity, or for any substantial part of any of the properties of Borrower, Tenant, any such Guarantor or any such Constituent Entity, and if any such event shall occur, such petition, case, proceeding, action, order, judgment or decree shall not be dismissed within sixty (60) days after being commenced.

(i) The Property or any part thereof shall be taken on execution or other process of law (other than by eminent domain) in any action against Borrower.

(j) Borrower abandons all or a portion of the Property.

(k) The holder of any lien or security interest on the Property (without implying the consent of Lender to the existence or creation of any such lien or security interest), whether superior or subordinate to this Mortgage or any of the other Loan Documents, declares a default and such default is not cured within any applicable grace or cure period set forth in the applicable document or such holder institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

(l) The Property, or any part thereof, is subjected to actual or threatened waste or to removal, demolition or material alteration so that the value of the Property is materially diminished thereby, and Lender determines that it is not adequately protected from any loss, damage or risk associated therewith.

(m) Any dissolution, termination, partial or complete liquidation, merger or consolidation of Borrower, Tenant, any Guarantor or any Constituent Entity of any of them, without the prior written consent of Lender.

(n) The Borrower or any Affiliate ceases to be a party in good standing under a dealer sales and service agreement.

(o) Tenant ceases to be a duly licensed and franchised motor vehicle dealer.

ARTICLE 3
REMEDIES

3.1 Remedies Available. If there shall occur an event of default under this mortgage, then the property shall be subject to sale and this mortgage shall be subject to foreclosure, all as provided by law, and lender may, at its option and by or through a trustee, nominee, assignee or otherwise,

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to the fullest extent permitted by law, exercise any or all of the following rights, remedies and recourses, either successively or concurrently:

(a) Acceleration. Accelerate the maturity date of the Note and declare any or all of the Obligations to be immediately due and payable without any presentment, demand, protest, notice, or action of any kind whatever (each of which is hereby expressly waived by Borrower), whereupon the same shall become immediately due and payable. Upon any such acceleration, payment of such accelerated amount shall constitute a prepayment of the principal balance of the Note and any applicable prepayment fee provided for in the Note shall then be immediately due and payable.

(b) Entry on the Property. Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property, or any part thereof, without force or with such force as is permitted by law and without notice or process or with such notice or process as is required by law unless such notice and process is waivable, in which case Borrower hereby waives such notice and process, and do any and all acts and perform any and all work which may be desirable or necessary in Lender's judgment to complete any unfinished construction on the Real Estate, to preserve the value, marketability or rentability of the Property, to increase the income therefrom, to manage and operate the Property or to protect the security hereof and all sums expended by Lender therefor, together with interest thereon at the Default Rate, shall be immediately due and payable to Lender by Borrower on demand.

(c) Collect Rents and Profits. With or without taking possession of the Property, sue or otherwise collect the Rents and Profits, including those past due and unpaid.

(d) Appointment of Receiver. Upon, or at any time prior to or after, initiating the exercise of any power of sale, instituting any judicial foreclosure or instituting any other foreclosure of the liens and security interests provided for herein or any other legal proceedings hereunder, make application to a court of competent jurisdiction for appointment of a receiver for all or any part of the Property, as a matter of strict right and without notice to Borrower and without regard to the adequacy of the Property for the repayment of the Obligations or the solvency of Borrower or any Person or Persons liable for the payment of the Obligations, and Borrower does hereby irrevocably consent to such appointment, waives any and all notices of and defenses to such appointment and agrees not to oppose any application therefor by Lender, but nothing herein is to be construed to deprive Lender of any other right, remedy or privilege Lender may now have under the law to have a receiver appointed, provided, however, that, the appointment of such receiver, trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of Lender to receive payment of the Rents and Profits pursuant to other terms and provisions hereof. Any such receiver shall have all of the usual powers and duties of receivers in similar cases, including, without limitation, the full power to hold, develop, rent, lease, manage, maintain, operate and otherwise use or permit the use of the Property upon such terms and conditions as such receiver may deem to be prudent and reasonable under the circumstances as more fully set forth in Section 3.3 below. Such receivership shall, at the option of Lender, continue until full payment of all of the Obligations or until title to the Property shall have passed by foreclosure sale under this Mortgage or deed in lieu of foreclosure.

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(e) Foreclosure. In case the Obligations shall not be paid when it becomes due by maturity in due course, or by reason of a default as herein provided, Borrower hereby grants to Lender, the irrevocable power of attorney to sell all or any part of the said property at auction, at the usual place for conducting sales at the Court House in the County where the land or any part thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms, and place of such sale once a week for three consecutive weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land or any part thereof lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notices being hereby waived by Borrower, and Lender (or any person on behalf of Lender) may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale sufficient conveyance of said property in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends, and Borrower hereby constitutes and appoints Lender the agent and attorney in fact of Borrower to make such recitals, and hereby covenants and agrees that the recitals so made by Lender shall be binding and conclusive upon Borrower, and that the conveyance to be made by Lender shall be effectual to bar equity of redemption of Borrower in and to said property, and Lender shall collect the proceeds of such sale, and after reserving therefrom the entire amount of the Obligations, together with all costs and expenses of sale and a reasonable amount due for attorney's fees, shall pay any over-plus to Borrower as provided by law.

(f) Rights under the Uniform Commercial Code. Exercise any or all of the remedies of a secured party under the Uniform Commercial Code against the UCC Collateral, either separately or together, and in any order, without in any way affecting the availability of Lender's other remedies. Furthermore, to the extent permitted by law, in conjunction within, addition to or in substitution for the rights and remedies available to Lender pursuant to any applicable Uniform Commercial Code: (i) in the event of a foreclosure sale with respect to the portions of the Property which are not UCC Collateral, the Property (including the UCC Collateral) may, at the option of Lender, be sold as a whole or in parts, as determined by Lender in its sole discretion; and (ii) it shall not be necessary that (x) Lender take possession of the UCC Collateral, or any part thereof, prior to the time that any sale pursuant to the provisions of this Section is conducted, or (y) the UCC Collateral, or any part thereof, be present at the location of such sale; and (iii) Lender may appoint or delegate any one or more Persons as agent to perform any act or acts necessary or incident to any sale held by Lender, including the sending of notices and the conduct of the sale, but in the name and on behalf of Lender.

(g) Setoff. Exercise an absolute and continuing right of offset, recoupment, netting-out, and other similar rights to credit those assets of Borrower in Lender's possession or control against any of the Obligations.

(h) Other. Exercise any other right or remedy available hereunder, under any of the other Loan Documents, under any and all other agreements between Borrower and Lender, or at law or in equity.

3.2 Application of Proceeds. To the fullest extent permitted by law, the proceeds of any sale under this Mortgage shall be applied to the extent funds are so available to the following items in such order as Lender in its discretion may determine:

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(a) To payment of the costs, expenses and fees of taking possession of the Property, and of holding, operating, maintaining, using, leasing, repairing, improving, marketing and selling the same and of otherwise enforcing Lender's right and remedies hereunder and under the other Loan Documents, including, but not limited to receivers' fees, court costs, attorneys', accountants', appraisers', managers' and other professional fees, title charges and transfer taxes.

(b) To payment of all sums expended by Lender under the terms of any of the Loan Documents and not yet repaid, together with interest on such sums at the Default Rate.

(c) To payment of the Obligations and all other obligations secured by this Mortgage, including, without limitation, interest at the Default Rate and, to the extent permitted by Applicable Laws, any prepayment fee, charge or premium required to be paid under the Note in order to prepay principal, in any order that Lender chooses in its sole discretion.

The remainder, if any, of such funds shall be disbursed to Borrower or to the Person or Persons legally entitled thereto.

3.3 Right and Authority of Receiver or Lender in the Event of Default; Power of Attorney. Upon the occurrence of an Event of Default hereunder, and entry upon the Property pursuant to subsection 3.1(b) hereof or appointment of a receiver pursuant to subsection 3.1(d) hereof, and under such terms and conditions as may be prudent and reasonable under the circumstances in Lender's or the receiver's sole discretion, all at Borrower's expense, Lender or such receiver, or such other Persons as they shall hire, direct or engage, as the case may be, may do or permit one or more of the following, successively or concurrently: (a) enter upon and take possession and control of any and all of the Property; (b) take and maintain possession of all documents, books, records, papers and accounts relating to the Property; (c) exclude Borrower and its agents, contractors, servants and employees wholly from the Property; (d) manage and operate the Property; (e) preserve and maintain the Property; (f) make repairs and alterations to the Property; (g) complete any construction or repair of the Improvements, with such changes, additions or modifications of the plans and specifications or intended disposition and use of the Improvements as Lender may in its sole discretion deem appropriate or desirable to place the Property in such condition as will, in Lender's sole discretion, make it or any part thereof readily marketable or rentable; (h) conduct a marketing or leasing program with respect to the Property, or employ a marketing or leasing agent or agents to do so, directed to the leasing or sale of the Property under such terms and conditions as Lender may in its sole discretion deem appropriate or desirable; (i) employ such contractors, subcontractors, materialmen, architects, engineers, consultants, managers, brokers, marketing agents, or other employees, agents, independent contractors or professionals, as Lender may in its sole discretion deem appropriate or desirable to implement and effectuate the rights and powers herein granted; (j) execute and deliver, in the name of Lender as attorney-in-fact and agent of Borrower or in its own name as Lender, such documents and instruments as are necessary or appropriate to consummate authorized transactions; (k) enter into such Leases, whether of real or personal property, under such terms and conditions as Lender may in its sole discretion deem appropriate or desirable; (l) collect and receive the Rents and Profits from the Property; (m) eject Tenants or repossess personal property, as provided by law, for breaches of the conditions of their Leases; (n) sue for unpaid Rents and Profits, payments, income or proceeds in the name of Borrower or Lender; (o) maintain actions in forcible entry and detainer, ejectment for possession and actions in distress for rent; (p) compromise or give acquittance for Rents and Profits, payments, income or proceeds that may become due;

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(q) delegate or assign any and all rights and powers given to Lender by this Mortgage; and (r) do any acts which Lender in its sole discretion deems appropriate or desirable to protect the security hereof and use such measures, legal or equitable, as Lender may in its sole discretion deem appropriate or desirable to implement and effectuate the provisions of this Mortgage. This Mortgage shall constitute a direction to and full authority to [Tenant and] any Lessee or other third party who has heretofore dealt or contracted or may hereafter deal or contract with Borrower or Lender, at the request of Lender, to pay all amounts owing under any Lease, contract or other agreement to Lender without proof of the Event of Default relied upon. Any Tenant and any Lessee or third party is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected by Borrower in so doing) any request, notice or demand by Lender for the payment to Lender of any Rents and Profits or other sums which may be or thereafter become due under its Lease, contract or other agreement, or for the performance of any undertakings under any such Lease, contract or other agreement, and shall have no right or duty to inquire whether any Event of Default under this Mortgage, or any default under any of the other Loan Documents, has actually occurred or is then existing. Borrower hereby constitutes and appoints Lender, its assignees, successors, transferees and nominees, as Borrower's true and lawful attorney-in-fact and agent, with full power of substitution in the Property, in Borrower's name, place and stead, to do or permit any one or more of the foregoing described rights, remedies, powers and authorities, successively or concurrently, and such power of attorney shall be deemed a power coupled with an interest and irrevocable so long as any Obligations are outstanding. Any money advanced by Lender in connection with any action taken under this Section 3.3, together with interest thereon at the Default Rate from the date of making such advancement by Lender until actually paid by Borrower, shall be a demand obligation owing by Borrower to Lender.

3.4 Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, Borrower or Borrower's representatives, successors or assigns, or any other Persons claiming any interest in the Property by, through or under Borrower (except Tenants subject to Leases entered into prior to the date hereof), are occupying or using the Property, or any part thereof, then, to the extent not prohibited by Applicable Laws, each and all shall, at the option of Lender or the purchaser at such sale, as the case may be, immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day-to-day, terminable at the will of either landlord or Tenant, at a reasonable rental per day based upon the value of the Property occupied or used, such rental to be due daily to the purchaser. Further, to the extent permitted by Applicable Laws, in the event the Tenant fails to surrender possession of the Property upon the termination of such tenancy, the purchaser shall be entitled to institute and maintain an action for unlawful detainer of the Property in the appropriate court of the county in which the Real Estate is located.

3.5 Notice to Account Debtors. Lender may, at any time after an Event of Default hereunder, notify the account debtors and obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness, to Borrower included in the Property to pay Lender directly. Borrower shall at any time or from time to time upon the request of Lender provide to Lender a current list of all such account debtors and obligors and their addresses.

3.6 Cumulative Remedies. All remedies contained in this Mortgage are cumulative and Lender shall also have all other remedies provided at law and in equity or in any other Loan Documents. Such remedies may be pursued separately, successively or concurrently at the sole subjective discretion of Lender (subject only to limitations, if any, provided by applicable laws) and may be exercised in any order and as often as occasion therefor shall arise. No act of Lender shall be construed as an election to proceed under any particular provisions of this Mortgage to the exclusion of any other provision of this Mortgage or as an election of remedies to the exclusion of

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any other remedy which may then or thereafter be available to Lender. No delay or failure by Lender to exercise any right or remedy under this Mortgage shall be construed to be a waiver of that right or remedy or of any Event of Default hereunder. Lender may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

3.7 Payment of Expenses. Borrower shall pay on demand all of Lender's expenses incurred in any efforts to enforce any terms of this Mortgage, whether or not any lawsuit is filed and whether or not foreclosure is commenced but not completed, including, but not limited to, legal fees and disbursements, foreclosure costs and title charges, together with interest thereon from and after the date incurred by Lender until actually paid by Borrower at the Default Rate. Furthermore, Borrower shall, and does hereby, indemnify Lender Parties for, and hold Lender Parties harmless from, any and all claims, actions, demands liabilities, loss or damage which may or might be incurred by Lender Parties under this Mortgage or by the exercise of rights or remedies hereunder, and from any and all claims and demands whatsoever which may be asserted against Lender Parties by reason of any alleged obligations or undertakings on the part of any Lender Party with respect to the Property except as expressly set forth in the Loan Documents. Should Lender incur any such liability, the amount thereof, including, without limitation, costs, expenses and attorneys' fees, together with interest thereon at the Default Rate from the date incurred by Lender until actually paid by Borrower, shall be immediately due and payable to Lender from Borrower on demand.

ARTICLE 4
MISCELLANEOUS TERMS AND CONDITIONS

4.1 Time of Essence. Time is of the essence with respect to all provisions of the Loan Documents.

4.2 Release of Claims. Except to the extent prohibited by Law, Borrower and its owners, officers, and affiliates, expressly and affirmatively waive and release Lender and any of its officers agents, employees, subsidiaries, affiliates, members, owners, and shareholders from any and all past and present claims, defenses, causes of action, or damages arising from any and all dealings or relationships between Lender and Borrower, its owners, officers, and affiliates. The individual executing this Mortgage on behalf of Borrower is authorized and empowered to bind Borrower's owners, officers, and affiliates to this waiver and release.

4.3 Release of Mortgage. If all of the Obligations be paid and performed, then and in that event only, upon delivery and recordation of a written satisfaction of this Mortgage, all rights under this Mortgage shall terminate except for those provisions hereof which by their terms survive, and the Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, which shall be released by Lender in due form at Borrower's cost. No release of this Mortgage or the lien hereof shall be valid unless executed by Lender.

4.4 Certain Rights of Lender. Without affecting Borrower's liability for the payment of any of the Obligations, Lender may from time to time and without notice to Borrower: (a) release any Person liable for the payment of the Obligations; (b) extend or modify the terms of payment of the Obligations; (c) accept additional real or personal property of any kind as security or alter, substitute or release any property securing the Obligations; (d) consent in writing to the making of any subdivision map or plat thereof, (e) join in granting any easement therein; or (f) join in any extension agreement of the Mortgage or any agreement subordinating the lien hereof

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4.5 Waiver of Certain Defenses. No action for the enforcement of the lien hereof or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note or any of the other Loan Documents.

4.6 Notices. Any notices, communications and waivers under this Mortgage shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Lender: GMAC
P. O. Box 100049
Duluth, Georgia 30096
Attention: CLC Manager

and: McCULLOUGH PAYNE & HAAN, LLC
171 17th Street, NW
Suite 975
Atlanta, Georgia 30363-1032
Attention: John G. McCullough

To Borrower: Susan S. Schein
1406 Sutherland Place
Homewood, Alabama 35209

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

4.7 Successors and Assigns. The terms, provisions, indemnities, covenants and conditions hereof shall be binding upon Borrower and the successors and assigns of Borrower, including all successors in interest of Borrower in and to all or any part of the Property, and shall inure to the benefit of Lender, its successors and assigns, and shall constitute covenants running with the land. All indemnities in this Mortgage for the benefit of Lender shall inure to the benefit of Lender, its Affiliates, and each of their directors, officers, shareholders, partners, members, managers, employees and agents (including, without limitation, any servicers retained by Lender with respect to the Loan), and pledgees and participants of the Obligations, and their respective successors and assigns. All references in this Mortgage to Borrower or Lender shall be deemed to include each such party's successors and assigns. If Borrower consists of more than one Person, each will be jointly and severally liable to perform the obligations of Borrower.

4.8 Severability. A determination that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Mortgage to any Person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other Persons or circumstances.

4.9 Interpretation. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the

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plural, and vice versa, unless the context otherwise requires. The headings of the sections and paragraphs of this Mortgage are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof. In the event of any inconsistency between the provisions hereof and the provisions in any of the other Loan Documents, it is intended that the provisions of this Mortgage shall be controlling.

4.10 Waiver; Discontinuance of Proceedings. Lender may waive any single Event of Default by Borrower hereunder without waiving any other prior or subsequent Event of Default. Lender may remedy any Event of Default by Borrower hereunder without waiving the Event of Default remedied. Neither the failure by Lender to exercise, nor the delay by Lender in exercising, any right, power or remedy upon any Event of Default by Borrower hereunder shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Lender of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Borrower therefrom shall in any event be effective unless the same shall be in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose given. No notice to or demand on Borrower in any case shall of itself entitle Borrower to any other or further notice or demand in similar or other circumstances. Acceptance by Lender of any payment in an amount less than the amount then due on any of the Obligations shall be deemed an acceptance on account only and shall not in any way affect the existence of a Default or an Event of Default hereunder. In case Lender shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the other Loan Documents and shall thereafter elect to discontinue or abandon the same for any reason, Lender shall have the unqualified right to do so and, in such an event, Borrower and Lender shall be restored to their former positions with respect to the Obligations, the Loan Documents, the Property and otherwise, and the rights, remedies, recourses and powers of Lender shall continue as if the same had never been invoked. Lender's exercise of any rights or remedies hereunder or under any of the Loan Documents shall not release Borrower, any Guarantor or any other individual or entity from any Obligation or any of its duties under the Loan Documents, or release, impair, or subordinate Lender's liens or security interests in the Property.

4.11 Governing Law. This Mortgage will be governed by and construed in accordance with the laws of the State in which the Real Estate is located, provided that to the extent any of such laws may now or hereafter be preempted by Federal law, in which case such Federal law shall so govern and be controlling.

4.12 Counting of Days. The term "days" when used herein shall mean calendar days. If any time period ends on a Saturday, Sunday or holiday officially recognized by the state within which the Real Estate is located, the period shall be deemed to end on the next succeeding business day. The term "business day" when used herein shall mean a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in the State in which the Real Estate is located are authorized by law to be closed.

4.13 Relationship of the Parties. The relationship between Borrower and Lender is that of a borrower and a lender only and neither of those parties is, nor shall it hold itself out to be, the agent, employee, joint venturer or partner of the other party.

4.14 Application of the Proceeds of the Note. To the extent that proceeds of the Note are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior

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encumbrance against the Property, such proceeds have been advanced by Lender at Borrower's request and Lender shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether such liens, security interests, charges or encumbrances are released.

4.15 Unsecured Portion of Indebtedness. If any part of the Obligations cannot be lawfully secured by this Mortgage or if any part of the Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on such indebtedness first in discharge of that portion thereof which is unsecured by this Mortgage.

4.16 Cross Default. An Event of Default shall be a default under each of the other Loan Documents.

4.17 Construction of this Document. This document may be construed as a mortgage, security deed, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of the foregoing, as determined by Lender, in order to fully effectuate the liens and security interests created hereby and the purposes and agreements herein set forth.

4.18 No Merger. It is the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Property. It is hereby understood and agreed that should Lender acquire any additional or other interests in or to the Property or the ownership thereof, then, unless a contrary intent is manifested by Lender as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in such other or additional interests in or to the Property, toward the end that this Mortgage may be foreclosed as if owned by a stranger to such other or additional interests.

4.19 Rights With Respect to Junior Liens. Any Person purporting to have or to take a junior mortgage or other lien upon the Property or any interest therein shall be subject to the rights of Lender to amend, modify, increase, vary, alter or supplement this Mortgage, the Note or any of the other Loan Documents and to extend the maturity date of the Obligations and to increase the amount of the Obligations and to waive or forebear the exercise of any of its rights and remedies hereunder or under any of the other Loan Documents and to release any collateral or security for the Obligations, in each and every case without obtaining the consent of the holder of such junior lien and without the lien or security interest of this Mortgage losing its priority over the rights of any such junior lien.

4.20 Lender May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Borrower or the principals or general partners or members in Borrower, or their respective creditors or property, Lender, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Lender allowed in such proceedings for the entire Obligations at the date of the institution of such proceedings and for any additional amount which may become due and payable by Borrower hereunder after such date.

4.21 Fixture Filing. To the extent permitted under Applicable Laws, this Mortgage shall be effective from the date of its recording as a financing statement filed as a fixture filing with respect to all goods constituting part of the Property which are or are to become fixtures. This Mortgage shall also be effective as a financing statement covering minerals or the like (including oil and gas) and is to be filed for record in the real estate records of the county where the Property

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is situated. The mailing address of Borrower and the address of Lender from which information concerning the security interests may be obtained are set forth above.

4.22 After-Acquired Property. All property acquired by Borrower after the date of this Mortgage which by the terms of this Mortgage shall be subject to the lien and the security interest created hereby, shall immediately upon the acquisition thereof by Borrower and without further mortgage, conveyance or assignment become subject to the lien and security interest created by this Mortgage. Nevertheless, Borrower shall execute, acknowledge, deliver and record or file, as appropriate, all and every such further mortgages, security agreements, financing statements, assignments and assurances, as Lender shall require for accomplishing the purposes of this Mortgage.

4.23 No Representation. By accepting delivery of any item required to be observed, performed or fulfilled or to be given to Lender pursuant to the Loan Documents, including, but not limited to, any officer's certificates, balance sheet, statement of profit and loss or other financial statement, survey, appraisal or insurance policy, Lender shall not be deemed to have warranted, consented to, or affirmed the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance of delivery thereof shall not be or constitute any warranty, consent or affirmation with respect thereto by Lender.

4.24 Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Mortgage may be detached from any counterpart of this Mortgage without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Mortgage identical in form hereto but having attached to it one or more additional signature pages.

4.25 Recording and Filing. Borrower will cause the Loan Documents and all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded and refiled in such manner and in such places as Lender shall reasonably request, and will pay on demand all such recording, filing, re-recording and re-filing taxes, fees and other charges. Borrower shall reimburse Lender, or its servicing agent, for the costs incurred in obtaining a tax service company to verify the status of payment of Taxes and Other Charges on the Property.

4.26 Entire Agreement and Modification. This Mortgage and the other Loan Documents contain the entire agreements between the parties relating to the subject matter hereof and thereof and all prior agreements relative hereto and thereto which are not contained herein or therein are terminated. This Mortgage and the other Loan Documents may not be amended, revised, waived, discharged, released or terminated orally but only by a written instrument or instruments executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any party.

4.27 Maximum Interest. The provisions of Section 7.8 of the Note are incorporated in this Mortgage by reference as if more fully set forth herein.

4.28 Decisions. Wherever pursuant to this Mortgage (i) Lender exercises any right given to it to approve or disapprove, (ii) any arrangement or terms is to be satisfactory or acceptable to Lender, or (iii) any other decision or determination is to be made by Lender, the decision of Lender to approve or disapprove or to accept or not accept, all decisions that arrangements or terms are satisfactory or not satisfactory and all other decisions and determinations made by

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Lender, shall be in the sole and absolute discretion of Lender and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

4.29 **SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.**

(a) BORROWER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (i) SUBMITS TO PERSONAL JURISDICTION IN THE STATE IN WHICH THE REAL ESTATE IS LOCATED OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THE NOTE, THIS MORTGAGE OR ANY OTHER OF THE LOAN DOCUMENTS, (ii) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION OVER THE COUNTY IN WHICH THE REAL ESTATE IS LOCATED, (iii) SUBMITS TO THE JURISDICTION OF SUCH COURTS, AND, (iv) TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM). BORROWER FURTHER CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO BORROWER AT THE ADDRESS FOR NOTICES DESCRIBED IN SECTION 4.5 HEREOF, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).

(b) BORROWER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE OBLIGATIONS OR ANY CONDUCT, ACT OR OMISSION OF LENDER, OR ANY OF ITS DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS AGREEMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

4.30 State-Specific Provisions. The following provisions shall govern and control in the event of a conflict with any other provision of this Mortgage:

NONE

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IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the day and year first above written.

BORROWER:

(SEAL)
SUSAN S. SCHEIN

STATE OF ALABAMA)
) ss.
COUNTY OF SHELBY)

On this day personally appeared before me Susan S. Schein, individually, and to me known to be the person that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Susan S. Schein, for the uses and purposes therein mentioned, and on oath stated.

GIVEN under my hand and official seal this 30 day of November, 2006.

Notary Public in and for the State of Alabama,
residing at 1236 Camden Cove Pkwy
My Commission expires: 2-20-2010.

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EXHIBIT "A"
LEGAL DESCRIPTION

Parcel I [Chrysler Property]

Commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 24, Township 20 South, Range 3 West; thence run in an Easterly direction along the North line of the Northwest quarter of the Southwest quarter of Section 24, Township 20 South, Range 3 West, for a distance of 808.01 feet to a point on the Easterly right of way line of U.S. Highway #31 South, said point being the point of beginning; from point of beginning thus obtained, thence turn an angle to the right of 98 degrees 52 minutes 34 seconds and run in a Southwesterly direction along the Easterly right of way line of U.S. Highway #31 South for a distance of 656.59 feet; thence turn an angle of 90 degrees to the left and run in a Southeasterly direction for a distance of 331.71 feet; thence turn an angle to the left of 90 degrees and in a Northeasterly direction for a distance of 656.59 feet; thence turn an angle to the left of 90 degrees and run in a Northwesterly direction for a distance of 331.71 feet to the point of beginning. Situated in Shelby County, Alabama.

Parcel II [Chevrolet Property]

A part of the NE 1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of Section 24, Township 20 South, Range 3 West, of the Huntsville Principal Meridian, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest corner of Section 24, Township 20 South, Range 3 West, H.P.M., Shelby County, Alabama and run thence Easterly along the North line of said Section a distance of 969.58 feet to an existing steel corner set on the Easterly right of way line of U.S. Highway No. 31 and the point of beginning of the property being described; thence continue along last described course a distance of 702.31 feet to an existing steel corner; thence turn a deflection angle of 106 degrees 26 minutes 00 seconds to the right and run Southwesterly a distance of 190.51 feet to an existing steel corner; thence turn a deflection angle of 6 degrees 59 minutes 10 seconds to the left and run a distance of 369.30 feet to an existing steel pin, thence turn a deflection angle of 69 degrees 00 minutes 18 seconds to the right and run a distance of 37.50 feet to an existing corner, thence turn a deflection angle of 69 degrees 00 minutes 18 seconds to the left and run Southwesterly a distance of 74.13 feet to an existing corner in or near the centerline of a chert based road serving a Pelham Water Storage Tank, thence turn a deflection angle of 69 degrees 00 minutes 18 seconds to the right and run west southwesterly along the approximate centerline of said chert road a distance of 408.93 feet to an existing corner set on the same said Easterly right of way line of U.S. Highway No. 31 in a curve to the left having a central angle of 4 degrees 49 minutes 24 seconds and a radius of 3,877.97; thence run Northwesterly along the arc of said right of way line an arc distance of 326.46 feet to the P.T. of said curve, thence continue along the tangent of said curve and along the same said right of way line of same said Highway No. 31 a tangent distance of 396.65 feet to the point of beginning.