

Return to:

First American Title Insurance Company
Attn: Heather Vree
30 N. LaSalle St, Suite 2700
Chicago, IL 60602

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

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING STATEMENT dated as of October 16, 2009 (as amended or otherwise modified from time to time, this "Mortgage") is made by MAC LEAN POWER, L.L.C., a Delaware limited liability company (the "Mortgagor") in favor of BANK OF AMERICA, N.A., a national banking association ("Bank of America"), as Collateral Agent (the "Collateral Agent").

W I T N E S S E T H

WHEREAS, the Mortgagor is a subsidiary of Mac Lean-Fogg Company, a Delaware corporation (the "Company");

WHEREAS, the Company and certain subsidiaries, various financial institutions (the "Lenders") and Bank of America as agent have entered into the Third Amended and Restated Reimbursement Agreement and Credit Agreement dated as of August 22, 2006 (as amended prior to August 24, 2009, the "Existing Credit Agreement");

WHEREAS, the Mortgagor has executed the Existing Credit Agreement for the purpose of guarantying certain obligations of the Company, as set forth in the Existing Credit Agreement (the "Credit Agreement Guaranty Obligations");

WHEREAS, the Company and certain purchasers have entered into the Note Purchase Agreement dated as of June 21, 2005 (as amended prior to August 24, 2009, the "Existing Note Purchase Agreement") pursuant to which the Company issued \$40,000,000 aggregate principal amount of its Series A Notes and Series B Notes (the Notes issued from time to time pursuant to the Note Purchase Agreement (as defined below) in an aggregate principal amount not to exceed \$40,000,000, the "Notes", and the holders from time to time of the Notes, the "Noteholders");

WHEREAS, the Mortgagor has executed a certain Subsidiary Guaranty Agreement dated as of June 21, 2005 (as amended, modified or supplemented from time to time, the "Subsidiary Guaranty Agreement") for the benefit of the Noteholders, guarantying obligations of the Company under and with respect to the Existing Note Purchase Agreement and the Notes (the "Subsidiary Guaranty Agreement Obligations"; together with the Credit Agreement Guaranty

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Obligations, the "Guaranty Obligations");

WHEREAS, the Noteholders and the Lenders have entered into that certain Intercreditor and Collateral Agency Agreement dated as of June 21, 2005 (as amended, modified or supplemented from time to time, the "Intercreditor Agreement");

WHEREAS, in connection with the waiver of certain defaults the Existing Credit Agreement has been amended pursuant to that certain Fourth Amendment to Third Amended and Restated Reimbursement Agreement and Credit Agreement dated as of August 21, 2009 which became effective August 24, 2009 (the "Amendment to CA") (the Existing Credit Agreement, as so amended and as further amended, restated or otherwise modified from time to time, the "Credit Agreement"), which as of the date hereof, provides for advances of credit in an aggregate principal amount not to exceed \$170,000,000;

WHEREAS, in connection with the waiver of certain defaults the Existing Note Purchase Agreement, among other things, has been amended pursuant to that certain Fourth Amendment to Note Purchase Agreement dated as of August 21, 2009 (the "Amendment to NPA") (the Existing Note Purchase Agreement, as so amended and as further amended, restated or otherwise modified from time to time, the "Note Purchase Agreement");

WHEREAS, the Credit Agreement Guaranty Obligations of the Mortgagor continue in full force and effect notwithstanding the execution and delivery of the Amendment to CA;

WHEREAS the Subsidiary Guaranty Agreement Obligations of the Mortgagor continue in full force and effect notwithstanding the execution and delivery of the Amendment to NPA and the amendment of the Notes;

WHEREAS, the Amendment to the CA and the Amendment to NPA require that the obligations of the Mortgagor under (i) the Credit Agreement and the related documents and (ii) the Subsidiary Guaranty Agreement, Notes, the Note Purchase Agreement and the related documents, respectively, are to be secured pursuant to this Mortgage, and the Noteholders and the Lenders have agreed to share in the Mortgaged Property (defined below) mortgaged hereunder in favor of the Collateral Agent in accordance with the Intercreditor Agreement; and

WHEREAS, the Mortgagor will receive benefits from the Amendment to CA and Amendment to NPA.

GRANT:

NOW, THEREFORE, (A) in consideration of the foregoing Recitals and to secure the complete and timely performance and payment of the all present and future indebtedness, liabilities and obligations which the Mortgagor has from time to time incurred or may incur or be liable to the Collateral Agent, the Lenders, the Noteholders and any Related Party (collectively, the "Secured Parties") under or in connection with:

- (1) the Credit Agreement Guaranty Obligations as expressed in the Credit Agreement,
- (2) the Subsidiary Guaranty Agreement Obligations as expressed in the Subsidiary Guaranty Agreement, and

(3) the enforcement by the Collateral Agent of any rights of the Collateral Agent and the Secured Parties against the Mortgagor under this Mortgage, including, without limitation, in the case of each of the foregoing clauses, interest and fees that accrue after the commencement by or against the Mortgagor of any Insolvency Proceeding (as defined in the Credit Agreement) naming the Mortgagor as the debtor in such Insolvency Proceeding, regardless of whether such interest and fees are allowed claims in such Insolvency Proceeding,

(any of the foregoing liabilities and obligations enumerated in the preceding clauses (1), (2) and (3) being referred to in this Mortgage as the "Obligations Secured") and (B) in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby TRANSFERS, CONVEYS, ASSIGNS, GRANTS, BARGAINS, SELLS, MORTGAGES AND WARRANTS to Collateral Agent, with power of sale (for the benefit of the Collateral Agent, the Lender and the Noteholders), and its successors and assigns, the real estate legally described in Exhibit A hereto (the "Land") in Shelby County (the "County"), Alabama (the "State"); together (i) with all right, title and interest, if any, that the Mortgagor may now have or hereafter acquire in and to all improvements, buildings and structures of every nature whatsoever now or hereafter located on the Land; and (ii) all air rights, water rights and powers, development rights or credits, zoning rights or other similar rights or interests that benefit or are appurtenant to the Land (all of the foregoing, including the Land, the "Premises").

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, that the Mortgagor may now have or hereafter acquire in and to any of the following related to the Land: (a) all easements, rights of way or gores of land or any lands occupied by streets, ways, alleys, passages, sewer rights, water courses and public places, and any other interests in property constituting appurtenances to the Premises, or that hereafter shall in any way belong, relate or be appurtenant thereto, (b) all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter relating to the Real Property (as defined below), excluding any of the foregoing items cannot be transferred or encumbered by the Mortgagor without causing a default thereunder or a termination thereof, (c) all hereditaments, gas, oil and minerals (with the right to extract, sever and remove such gas, oil and minerals) located in, on or under the Premises, (d) all split or division rights with respect to the Land and easements of every nature whatsoever and (e) all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the rights and interests described in clauses (a), (b), (c) and (d) above (all of the foregoing, the "Property Rights").

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, that the Mortgagor may now possess or hereafter acquire in and to all fixtures and appurtenances of every nature whatsoever now or hereafter located in or on, or attached to, or used or intended to be used in connection with (or with the operation of), the Premises, including (a) all apparatus, machinery and equipment of the Mortgagor (to the extent that any of the foregoing constitute "fixtures" under applicable law); and (b) all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing (all items listed in the foregoing clauses (a) and (b), the "Fixtures"). Mortgagor and Mortgagee agree that the Premises and all of

the Property Rights and Fixtures owned by the Mortgagor (collectively the "Real Property") shall, so far as permitted by law, be deemed to form a part and parcel of the Land and for the purpose of this Mortgage to be real estate and covered by this Mortgage.

TOGETHER WITH all the estate, right, title and interest, if any, of the Mortgagor in and to (i) all judgments, insurance proceeds, awards of damages and settlements resulting from condemnation proceedings or the taking of the Real Property, or any part thereof, under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Real Property, or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sale or other disposition of the Real Property or any part thereof (it being understood that, except as otherwise provided herein or in the Credit Agreement or the Note Purchase Agreement, the Mortgagor is hereby authorized to collect and receive such awards and proceeds and to give proper receipts and acquittance therefor, and to apply the same as provided herein); (ii) all contract rights, general intangibles, actions and rights in action relating to the Real Property, including all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Real Property; (iii) all plans and specifications, designs, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Real Property; and (iv) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Property (the rights and interests described in this paragraph, the "Intangibles").

The Mortgagor (i) pledges and assigns to the Mortgagee from and after the date of the effectiveness hereof (including any period of redemption), primarily and on a parity with the Real Property, and not secondarily, all rents, issues and profits of the Real Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security, as earnest money or as down payment for the purchase of all or any part of the Real Property) under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Real Property (all of the foregoing, the "Rents"), and (ii) except to the extent such a transfer or assignment is not permitted by the terms thereof, transfers and assigns to Mortgagee all such leases, contracts and agreements (including all the Mortgagor's rights under any contract for the sale of any portion of the Mortgaged Property and all revenues and royalties under any oil, gas and mineral lease relating to the Real Property) (collectively the "Leases").

All of the property described above, including the Land, the Premises, the Property Rights, the Fixtures, the Real Property, the Intangibles, the Rents and the Leases, is called the "Mortgaged Property."

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the Mortgaged Property by the Mortgagee. Nothing contained in this Mortgage shall be construed as imposing on the Mortgagee any obligation of any lessor under any Lease of the Mortgaged Property in the absence of an explicit assumption thereof by the Mortgagee. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Mortgagor, except for any such liability arising on account of the Mortgagee's gross negligence or willful misconduct.

TO HAVE AND TO HOLD the Mortgaged Property, and all other properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto the Mortgagee, its beneficiaries, successors and assigns, forever for the uses and purposes herein set forth. Except to the extent such a release or waiver is not permitted by applicable law, the Mortgagor hereby releases and waives all rights of redemption, if any, under and by virtue of any of the laws of the State, and the Mortgagor hereby covenants, represents and warrants that, at the time of the execution and delivery of this Mortgage, (a) the Mortgagor has good and marketable fee simple title to the Mortgaged Property, with lawful authority to grant, remise, release, alien, convey, mortgage and warrant the Mortgaged Property, (b) the title to the Mortgaged Property is free and clear of all encumbrances, except those permitted pursuant to Section 8.19 of the Credit Agreement and Section 10.6 of the Note Purchase Agreement ("Permitted Encumbrances") and (c) except for the Permitted Encumbrances, the Mortgagor will forever defend the Mortgaged Property against all claims in derogation of the foregoing.

SECURITY AGREEMENT AND FINANCING STATEMENT

The Mortgagor and the Mortgagee further agree that if any of the property herein mortgaged is of a nature so that a security interest therein can be created and perfected under the Uniform Commercial Code in effect in the State (the "Code"), this Mortgage shall constitute a security agreement, fixture filing and financing statement, and for that purpose, the following information is set forth:

(a) In addition to the foregoing grant of mortgage, the Mortgagor hereby grants a continuing security interest to the Mortgagee for the benefit of the Secured Parties in that portion of the Mortgaged Property in which the creation and/or perfection of a security interest is governed by the Code.

(b) The "Debtor" is the Mortgagor and the "Secured Party" is the Mortgagee for the benefit of itself and the other Secured Parties.

(c) The name and address of the Debtor are as set forth in the Preamble to this document.

(d) The name and address of the Secured Party are as set forth in the Preamble to this document.

(e) The description of the types or items of property covered by this financing statement is: All of the Mortgaged Property in which a security interest may be perfected pursuant to the Code.

(f) The description of the real estate to which collateral is attached or upon which collateral is located is set forth on Exhibit A.

(g) The state organizational identification number of the Debtor is 2963326.

(i) Information concerning the security interest herein granted may be obtained from the parties at the addresses of the parties set forth in Section 12. The Mortgagee may file this Mortgage, or a reproduction hereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified herein as part of the Mortgaged Property. Any reproduction of this Mortgage or of any other security agreement or financing statement is sufficient as a financing statement.

The Mortgagor authorizes the Mortgagee to file any financing statement, continuation statement or other instrument that the Mortgagee may reasonably deem necessary or appropriate from time to time to perfect or continue the security interest granted above under the Code.

FIXTURE FILING

To the extent permitted by law, (i) all of the Fixtures are or are to become fixtures on the Land and (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture-filing" within the meaning of Sections 9-604 and 9-502 of the Code as in effect on the date hereof. Subject to the terms and conditions of the Credit Agreement and the Note Purchase Agreement, the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed herein, in any other Loan Document or any other Senior Note Document (as defined in the Intercreditor Agreement), or by general law, or, as to that part of the security in which a security interest may be perfected under the Code, by the specific statutory consequences now or hereafter enacted and specified in the Code, all at the Mortgagee's sole election.

THE FOLLOWING PROVISIONS SHALL ALSO CONSTITUTE AN INTEGRAL PART OF THIS MORTGAGE

1. Payment of Taxes on this Mortgage. Without limiting any provision of the Credit Agreement or the Note Purchase Agreement, the Mortgagor agrees that, if the government of the United States or any department, agency or bureau thereof or if the State or any of its subdivisions having jurisdiction shall at any time require documentary stamps to be affixed to this Mortgage or shall levy, assess or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of any Secured Party in the Premises or upon any Secured Party by reason of or as holder of any of the foregoing then, the Mortgagor shall pay for such documentary stamps in the required amount and deliver them to the Mortgagee or pay (or reimburse the Mortgagee for) such taxes, assessments or impositions. The Mortgagor agrees to provide to the Mortgagee, at any time upon request, official receipts showing payment of all taxes, assessments and charges that the Mortgagor is required or elects to pay under this Section. The Mortgagor agrees to indemnify each Secured Party against liability on account of such documentary stamps, taxes, assessments or impositions, whether such liability arises before or after payment of the Obligations Secured and regardless of whether this Mortgage shall have been released.

2. Leases Affecting the Real Property. All future lessees under any Lease made after the date of recording of this Mortgage shall, at the Mortgagee's option and without any further documentation, attorn to the Mortgagee as lessor if for any reason the Mortgagee becomes lessor thereunder, and, upon demand after an Event of Default or Event of Default (as

such term is defined in the Note Purchase Agreement) has occurred and is continuing, pay rent to the Mortgagee, and the Mortgagee shall not be responsible under such Lease for matters arising prior to the Mortgagee becoming lessor thereunder; provided that the Mortgagee shall not become lessor or obligated as lessor under any such Leases unless and until it shall elect in writing to do so.

3. Use of the Real Property. The Mortgagor agrees that it shall not (a) permit the public to use any portion of the Real Property in any manner that could reasonably be expected to impair the Mortgagor's title to such property, or to make possible any claim of easement by prescription or of implied dedication to public use, provided Mortgagor has actual knowledge of such use; (b) institute or acquiesce in any proceeding to change the zoning classification of the Real Property, nor shall the Mortgagor change the use of the Mortgaged Property in any material way, without the consent of the Mortgagee, which consent shall not be unreasonably withheld; and (c) permit any material legal or economic waste to occur with respect to the Mortgaged Property.

4. Insurance. The Mortgagor shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of the Mortgagee, until the Obligations Secured are paid in full, insurance policies relating to the Mortgaged Property as specified in the Credit Agreement and in the Note Purchase Agreement. Each such policy shall name the Mortgagee as additional insured or loss payee, as applicable, under a standard mortgage endorsement. If an Event of Default exists and the Mortgagee has given notice to the Mortgagor that the Mortgagee intends to exercise its rights under this Section 4, then the Mortgagee shall be entitled to (a) adjust any casualty loss and (b) apply the proceeds thereof as provided in Section 8 of this Mortgage.

5. Real Property Taxes. The Mortgagor covenants and agrees to pay before delinquent all real property taxes, assessments, ground rent, if any, water and sewer rents, fees and charges, levies, permit, inspection and license fees and other dues, charges or impositions, including all charges and license fees for the use of vaults, chutes and similar areas adjoining the Land, maintenance and similar charges and charges for utility services, in each instance whether now or in the future, directly or indirectly, levied, assessed or imposed on the Premises or the Mortgagor and whether levied, assessed or imposed as excise, privilege or property taxes; provided that the foregoing shall not require the Mortgagor to pay any of the foregoing so long as it shall contest the validity thereof in good faith by appropriate proceedings and shall set aside on its books adequate reserves with respect thereto in accordance with GAAP.

6. Condemnation Awards. The Mortgagor assigns to the Mortgagee, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the Real Property for public use ("Eminent Domain Proceedings"), and the Mortgagor agrees that the proceeds of all such awards shall be paid and applied as specified in the Credit Agreement regarding Net Insurance Proceeds and as specified in the Note Purchase Agreements regarding Net Insurance Proceeds (as such term is defined in the Note Purchase Agreement). If an Event of Default exists and the Mortgagee has given notice to the Mortgagor that the Mortgagee intends to exercise its rights under this Section 6, then the Mortgagee shall be entitled to (a) participate in and/or direct (at Mortgagee's sole discretion) any Eminent Domain Proceedings and (b) apply the proceeds thereof as provided in Section 8 of this Mortgage.



7. Remedies. Subject to the provisions of the Credit Agreement and the Note Purchase Agreement, at any time that an Event of Default exists, in addition to the rights and remedies provided for in the Credit Agreement or any other Loan Document, the Note Agreement or any other Senior Note Document if and to the extent permitted by applicable law, the following provisions shall apply:

(a) the Mortgagee, in addition to all other remedies available at law or in equity, shall have the right to foreclose this Mortgage, and the right forthwith to enter upon and take possession of the Mortgaged Property, and to let the Mortgaged Property and receive the rents, issues and profits thereof, to make repairs and to apply said rentals and profits, after payment of all necessary or proper charges and expenses, on account of the amounts hereby secured;

(b) the Mortgagee shall, as a matter of right, at the option of the Mortgagee, be entitled to the appointment of a receiver for the Mortgaged Property, and the Mortgagor hereby consents to such appointment and waives notice of any application therefor; and

(c) If an Event of Default has occurred and is continuing and the liabilities have been accelerated pursuant to the Credit Agreement or the Senior Note Documents, then, at the option of the Mortgagee, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and whether or not possession of the Mortgaged Property is taken the Mortgagee shall be authorized, after giving at least twenty-one days notice of the time, place and terms of sale, by publication once a week for three consecutive weeks in some newspaper published in the county in which the Mortgaged Property is located, to sell the Mortgaged Property in front of the courthouse door of said county, at public outcry, to the highest bidder for cash. If there is land to be sold in more than one county, publication shall be made in all counties where the land to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. Mortgagee may sell the Mortgaged Property in one or more parcels and in such order as Mortgagee may determine, and Mortgagor hereby waives any requirements of a separate sale. Mortgagee may postpone sale of all or any part of the Mortgaged Property by public announcement at the time and place of any previously scheduled sale and by re-publication of notice announcing the new sale date. Mortgagee or Mortgagee's designee may purchase the Mortgaged Property at any sale.

Mortgagee shall deliver to the purchaser at the sale, within a reasonable time after the sale, a lender's deed conveying the Mortgaged Property so sold without any covenant or warranty, express or implied. The recitals in Mortgagee's deed shall be prima facie evidence of the truth of the statements made in those recitals. Borrower covenants and agrees that the proceeds of any sale shall be applied in the following order or as otherwise prescribed by law: (a) to all costs and expenses of the sale, including attorneys' fees and costs of title evidence; (b) to the Obligations Secured in such order as Mortgagee, in Mortgagee's discretion, directs; and (c) the excess, if any, to the person or persons legally entitled to it.

8. Application of the Rents or Proceeds from Foreclosure or Sale. (a) All proceeds of any foreclosure of this Mortgage by judicial action or, to the extent permitted by applicable law, any sale of the Mortgaged Property by advertisement (and any decree for sale in the event of a foreclosure by judicial action shall provide that such proceeds shall), shall and any other proceeds received by the Collateral Agent with respect to the Mortgaged Property, to the extent received by the Collateral Agent, be applied promptly by the Collateral Agent in accordance with Section 5 of the Intercreditor Agreement.

(b) The Mortgagor acknowledges and agrees that the definition of "Obligations Secured" under this Mortgage includes certain items which are not covered by the definition of "Senior Secured Obligations" in the Intercreditor Agreement and agrees that notwithstanding the provision of Section 5.10 of the Intercreditor Agreement and clause (a) of this Section, 8 after giving effect to the distribution of such proceeds pursuant to clauses (a) through (f) of the first paragraph of Section 5.10 of the Intercreditor Agreement, to the extent that Obligations Secured hereunder are still due and outstanding, all remaining such proceeds shall be applied to Obligations Secured until such time as all Obligations Secured have been paid in full prior to any distribution pursuant to clause (g) of Section 5.10 of the Intercreditor Agreement.

9. Cumulative Remedies; Delay or Omission Not a Waiver. No remedy or right of the Mortgagee shall be exclusive of, but shall be in addition to, every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right available during the existence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of such Event of Default or acquiescence therein, nor shall it affect any subsequent Event of Default of the same or different nature. To the extent permitted by applicable law, every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by the Mortgagee.

10. Mortgagee's Remedies against Multiple Parcels. If more than one property, lot or parcel is covered by this Mortgage, and this Mortgage is foreclosed upon or judgment is entered upon any Obligations Secured, execution may be made upon any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at the Mortgagee's election.

11. No Merger. In the event of a foreclosure of this Mortgage or any other mortgage or trust deed securing the Obligations Secured, the Obligations Secured then due shall, at the Mortgagee's option, not be merged into any decree of foreclosure entered by the court, and the Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages or deeds of trust that also secure the Obligations Secured.

12. Notices. (a) All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows:

(i) if to the Collateral Agent:

Bank of America, N.A.

Attn: Adam Goettsche
Vice President
231 South LaSalle Street
Chicago, Illinois 60604

(ii) if to the Mortgagor:

Mac Lean Power, L.L.C.,
c/o Mac Lean-Fogg Company
Attn: George H. Cook, Jr.
Chief Financial Officer
1000 Allanson Road
Mundelein, Illinois 60060

Each of the Mortgagor and the Collateral Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto.

(b) Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

13. Governing Law. This Mortgage shall be construed, governed and enforced in accordance with the laws of the State. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

14. Satisfaction of Mortgage. Upon full payment and performance of all the Obligations Secured, or upon satisfaction of the conditions set forth in the Credit Agreement for release of the Mortgaged Property from this Mortgage and the conditions set forth in the Note Purchase Agreement for the release of Mortgaged Property from this Mortgage, then the Mortgagee shall, promptly upon request of the Mortgagor, execute and deliver to the Mortgagor a satisfaction of mortgage or reconveyance of the Mortgaged Property reasonably acceptable to the Mortgagor.

15. Successors and Assigns Included in Parties; Third Party Beneficiaries. This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Secured Parties and their respective successors and assigns; all references herein to the Mortgagor and to the Mortgagee shall be deemed to include their respective successors and assigns. The Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Mortgagor. Wherever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders. The Secured Parties shall


be third party beneficiaries of the Mortgagor's representations, warranties, covenants and agreements hereunder.

16. WAIVER OF APPRAISEMENT, VALUATION, STAY, EXTENSION AND REDEMPTION LAWS. Except as otherwise set forth herein, to the fullest extent permitted by law, the Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the indebtedness or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. Except as otherwise set forth herein, to the full extent the Mortgagor may do so, the Mortgagor agrees that the Mortgagor will 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 appraisal, valuation, stay, exemption, extension, reinstatement or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and the Mortgagor, for the Mortgagor and its successors and assigns, and for any and all Persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of reinstatement, redemption, valuation, appraisal stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created.

17. Interpretation with Other Documents. Notwithstanding anything in this Mortgage to the contrary, in the event of a conflict or inconsistency between this Mortgage and the Credit Agreement, the Note Purchase Agreement or the Intercreditor Agreement, the provisions of the Credit Agreement, the Note Purchase Agreement or the Intercreditor Agreement, as the case may be, will govern.

18. Future Advances; Revolving Credit. This Mortgage is given for the purpose of securing loan advances and other financial accommodations that any Secured Party may make to or for the benefit of the Mortgagor pursuant and subject to the terms and provisions of the Credit Agreement or any other document evidencing or relating to any Obligations Secured. The parties hereto intend that, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances and other financial accommodations made after this Mortgage is delivered to the office in which mortgages are recorded in the County, whether made pursuant to an obligation of a Secured Party or otherwise, and in such event, such advances shall be secured to the same extent as if such future advances were made on the date hereof, although there may be no advance made at the time of execution hereof, although there may be no indebtedness outstanding at the time any advance is made and although such advances may from time to time be repaid to a zero balance and thereafter readvanced.

19. Changes. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by the Mortgagor and the Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.


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Shelby Cnty Judge of Probate, AL
12/22/2009 10:51:06 AM FILED/CERT

20. CONSENT TO JURISDICTION; WAIVER OF IMMUNITIES.

(a) The Mortgagor irrevocably (i) submits to the jurisdiction of any state or federal court sitting in the State, or in such other location as may be specified in the Credit Agreement or the Note Purchase Agreement, in any action or proceeding arising out of or relating to this Mortgage, and the Mortgagor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in any state or federal court sitting in the State or in such other location as may be specified in the Credit Agreement or the Note Purchase Agreement.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THE ENFORCEMENT OF OR REALIZATION UPON THE LIEN OF THIS MORTGAGE MAY BE BROUGHT IN THE COURTS OF THE STATE OR OF THE COURTS OF THE UNITED STATES HAVING IN REM JURISDICTION OVER THE MORTGAGED PROPERTY, AND BY EXECUTION AND DELIVERY OF THIS MORTGAGE, MORTGAGOR CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE MORTGAGOR IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS MORTGAGE OR ANY DOCUMENT RELATED HERETO. THE MORTGAGOR WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF THE STATE.

(c) THE MORTGAGOR WAIVES ITS RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS MORTGAGE, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE COLLATERAL AGENT OR ANY SECURED PARTY AGAINST ANY OTHER PARTY OR ANY AGENT-RELATED PERSON (AS DEFINED IN THE CREDIT AGREEMENT), PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. THE MORTGAGOR AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE MORTGAGOR FURTHER AGREES THAT ITS RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT OR SENIOR NOTE DOCUMENT OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS OR SENIOR NOTE DOCUMENTS.

(d) To the extent that the Mortgagor has or hereafter may acquire any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with



respect to itself or its property, the Mortgagor hereby irrevocably waives such immunity in respect of its obligations under this Mortgage.

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

22. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Mortgage. In the event an ambiguity or question of intent or interpretation arises, this Mortgage shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Mortgage.

23. Mortgagee's Right to Appear. The Mortgagee shall have the right to appear in and defend any legal proceeding brought regarding the Mortgaged Property and to bring any legal proceeding, in the name and on behalf of the Mortgagor or in the Mortgagee's name, that the Mortgagee, in its sole discretion, determines is necessary to be brought to protect the Secured Parties' interest in the Mortgaged Property, as long as Mortgagee provided Mortgagor fifteen (15) days prior written notice of its intent to bring such proceeding, except in the event of an emergency, in which case no prior notice shall be required (but Mortgagee shall promptly thereafter notify Mortgagor of the bringing of such proceeding). Nothing herein is intended to prohibit Mortgagor from bringing or defending any suit relating to the Mortgaged Property.

24. No Liability of Secured Parties. Notwithstanding anything to the contrary contained in this Mortgage, this Mortgage is only intended as security for the Obligations Secured and the Secured Parties shall not be obligated to perform or discharge, and do not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor with respect to any of the Mortgaged Property. Unless and until a Secured Party takes actual possession of the Mortgaged Property, either through foreclosure, the taking of a deed in lieu thereof or otherwise, no Secured Party shall be responsible or liable for the control, care, management or repair of the Mortgaged Property or for any negligence in the management, operation, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any licensee, employee, tenant or stranger or other person. The Mortgagor agrees to indemnify and hold harmless the Secured Parties from and against all loss, cost and liability incurred by the Mortgagor in connection with any of the foregoing that are not the responsibility of the Secured Parties in accordance with this Section; provided that the Mortgagor shall not be liable for such indemnification to any Secured Party to the extent that resulting from such Secured Party's gross negligence or willful misconduct.


25. Variable Interest Rate. The Obligations Secured include obligations that bear interest at rates that vary from time to time, as provided in the Credit Agreement, Notes and the other documents relating to the Obligations Secured.

26. Defined Terms. Any capitalized term used in this Mortgage that is not otherwise defined herein, either directly or by reference to another document, shall have the meaning for purposes of this Mortgage as it is given in the Credit Agreement as it exists on the date of this Mortgage, provided that the meaning of defined terms shall be as in any revision to the Credit Agreement from time to time if, but only if, identical revisions to defined terms are made in

the Note Purchase Agreement. The foregoing requirement for identical provisions shall not apply at such time as the Credit Agreement or the Note Purchase Agreement, as the case may be, shall cease to be in effect.

27. **Maximum Liabilities Secured.** Notwithstanding anything contained herein to the contrary, in no event shall the total amount of liabilities secured by this Mortgage exceed TWO HUNDRED TEN MILLION DOLLARS AND NO/100THS (\$210,000,000.00) at any one time, plus interest thereon (including all interest accruing during the pendency of any bankruptcy or insolvency proceeding with respect to the Mortgagor, regardless of whether such interest is an allowed claim in such proceeding); provided that the foregoing limitation shall apply only to the lien created by this Mortgage and shall not in any manner limit, affect or impair any grant of a security interest or other right in favor of the Mortgagee under the provisions of any other mortgage, deed of trust, security agreement, pledge agreement or other document at any time executed by the Mortgagor.

28. **State Specific Provisions.** This Mortgage is one of several deeds of trust, deeds to secure debt, mortgages and other documents that create liens and security interests that secure payment and performance of the Obligations Secured. The Mortgagee, at its election, may commence or consolidate in a single action all proceedings to realize upon all such liens and security interests, to the extent permitted by applicable law. The Mortgagee hereby waives, to the extent permitted by applicable law, (i) any objections to the commencement or continuation of an action to foreclose this Mortgage or exercise of any other remedies hereunder based on any action being prosecuted or any judgment entered with respect to the Obligations Secured or any liens or security interests that secure payment and performance of the Obligations Secured and (ii) any objections to the commencement of, continuation of, or entry of a judgment in any such other action based on any action or judgment connected to this Mortgage. In case of a foreclosure sale, the Mortgaged Property may be sold, at the Mortgagee's election, in one parcel or in more than one parcel and the Mortgagee is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held.


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, this instrument is signed and delivered under seal as of the day and year first above written by the individual identified below on behalf of the Mortgagor (and such individual represent that he/she possess full power and authority to execute and deliver this instrument).

THE MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

MAC LEAN POWER, L.L.C.

By: [Signature]
Name: Edward Ashton
Its: Authorized Signatory

[SEAL]

STATE OF Illinois)
COUNTY OF Lake) SS.

On this 16th day of October, 2009, before me appeared Edward Ashton to me personally known, who, being by me duly sworn, stated that he is the Authorized Signatory of MAC LEAN POWER, L.L.C., a Delaware limited liability company, and that this instrument was signed on behalf of such limited liability company, pursuant to due authority, as the free act and deed of such limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My term expires: 10/02/12

This document was prepared by
and after recording should be
returned to:

Jack Edelbrock
Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606-4637



MacLean Power; Alabama (Shelby)



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Exhibit A
Legal Description

Parcel 1:

From the SW corner of Section 13, Township 20 South, Range 3 West; run Easterly along the South boundary line of Section 13, Township 20 South, Range 3 West 764.69 feet, more or less to the point of intersection of the south boundary line of Section 13, Township 20 South, Range 3 West and the West right of way line of U.S. Highway 31; thence turn an angle of 102 degrees 18' to the left and run Northwesterly along the West right of way line of U.S. 31 Highway 1317.8 feet; thence turn an angle of 77 degrees 42' to the left and run westerly 878.51 feet to a point in the center of the Old Birmingham-Montgomery Highway; thence turn an angle of 92 degrees 09' to the right and run Northeasterly along the center of the Old Birmingham-Montgomery Highway for 303.24 feet; thence turn an angle of 03 degrees 28' to the right and continue Northeasterly along the center of the Old Birmingham-Montgomery Highway for 292.83 feet; thence turn an angle of 84 degrees 23' to the right and run Easterly for 430.0 feet; thence turn an angle of 93 degrees 41' to the right and run Southwesterly 295.47 feet to the point of beginning of the lot herein described; from said point of beginning continue thence in the same southwesterly direction along the East line of the Ralston Purina Company property 200 feet to the SW corner of the lot herein described; thence turn an angle of 93 degrees 41' to the left and run Easterly along North line of Ralston Purina Company property 418.51 feet, more or less, to a point on the West right of way line of U.S. Highway 31; run thence in a Northwesterly direction along the West right of way line of said U.S. 31 Highway 204.28 feet to a point; thence run in a straight westerly line (said line being parallel with the southerly line of a lot herein described) to the point of beginning. Being a part of the NW 1/4 of SW 1/4 of Section 13, Township 20 South, Range 3 West.

From the Southwest corner of Section 13, Township 20 South, Range 3 West run Easterly along the South boundary line of Section 13, Township 20 South, Range 3 West 764.69 feet, more or less, to the point of intersection of the South boundary line of Section 13, Township 20 South, Range 3 West and the West right of way line of U.S. 31 Highway; thence turn an angle of 102 degrees 18' to the left and run Northwesterly along the West right of way line of U.S. 31 Highway 1317.8 feet to the point of beginning of the land herein described; thence turn an angle of 77 degrees 42' to the left and run Westerly 878.51 feet to a point in the center of the Old Birmingham-Montgomery Highway; thence turn an angle of 92 degrees 09' to the right and run Northeasterly along the center of the Old Birmingham-Montgomery Highway for 303.24 feet; thence turn an angle of 03 degrees 28' to the right and continue Northeasterly along the center of the Old Birmingham-Montgomery Highway for 292.83 feet; thence turn an angle of 84 degrees 23' to the right and run Easterly for 430.0 feet; thence turn an angle of 93 degrees 41' to the right and run Southwesterly for

CONTINUED

PIN: 58-13-6-13-3-002-002 and 58-13-6-14-4-001-009

c/k/a- 3098 US 31st, Pelham, Alabama



495.47 feet; thence turn an angle of 93 degrees 41' to the left and run Easterly 418.51 feet, more or less, to a point on the West right of way line of U.S. 31 Highway; thence turn an angle of 77 degrees 42' to the right and run Southeasterly along the west right of way line of U.S. 31 Highway 102.35 feet, more or less, to the point of beginning.

This land being a part of the East Half of the SE 1/4 of Section 14, Township 20 South, Range 3 West and a part of the West Half of the SW 1/4 of Section 13 Township 20 South, Range 3 West. Situated in Shelby County, Alabama.

Parcel 2:

A parcel of land situated in the NE 1/4 of the SE 1/4 of Section 19, Township 21 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:


Parcel A

Commence at the SE corner of the NE 1/4 of the SE 1/4 of said Section 19; thence North 89 deg. 16 min. 11 sec. West, a distance of 116.31 feet (116.27 (meas.)) to a point on the westerly right of way of Shelby County Highway # 87 (80' ROW); thence North 01 deg. 52 min. 52 sec. East and along said right of way a distance of 590.46 (deed) 590.48 (meas.) to the POINT OF BEGINNING; thence North 02 deg. 47 min. 28 sec. East and along said right of way a distance of 246.00 feet (deed and meas.); thence North 87 deg. 28 min. 15 sec. West and leaving said right of way a distance of 1,371.10 feet (deed) 1,382.81 feet (meas.) to a point on the northeasterly right of way of U. S. Interstate # 65 (ROW Varies); thence South 17 deg. 27 min. 57 sec. East and along said right of way a distance of 261.86 (deed) 266.62 (meas.); thence South 87 deg. 40 min. 23 sec. East and leaving said right of way a distance of 1,285.34 (deed) 1,290.53 (meas.) to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

Parcel B

Commence at the SE corner of the NE 1/4 of the SE 1/4 of said Section 19; thence North 89 deg. 16 min. 11 sec. West, a distance of 116.31 (deed) 116.27 (meas.) to a point on the westerly right of way of Shelby County Highway # 87 (80' ROW); thence North 01 deg. 52 min. 52 sec. East and along said right of way a distance of 590.46 feet (deed) 590.48 (meas.); thence North 02 deg. 47 min. 28 sec. East and along said right of way a distance of 246.00 (deed & meas.), to the POINT OF BEGINNING; thence continue along last described course and along said right of way a distance of 450.86 feet (deed & meas.); thence North 87 deg. 32 min. 28 sec. West and leaving said right of way a distance of 1,528.32 (deed) 1,550.71 (meas.) to a point on the northeasterly right of way U.S. Interstate # 65 (ROW Varies); thence South 17 deg. 44 min. 36 sec. East and along said right of way a distance of 478.93 (deed) 478.61 (meas.); thence South 87 deg. 28 min. 15 sec. East and leaving said right of way a distance of 1,372.10 (deed) 1,382.81 (meas.) to the POINT OF BEGINNING.

All being situated in Shelby County, Alabama.


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Shelby Cnty Judge of Probate, AL
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**STATE OF ALABAMA
BEFORE THE ALABAMA DEPARTMENT OF REVENUE**

IN RE:)
) **A proceeding authorized by**
BANK OF AMERICA, N.A.,)
a banking association chartered under the laws) **§40-22-2(8), Code of Alabama 1975**
of the United States of America, as Collateral)
Agent for the Secured Parties as described)
in the Mortgage)


Petitioner.)

MORTGAGE TAX ORDER

COMES THE PETITIONER, Bank of America, N.A., a banking association chartered under the laws of the United States of America, as Collateral Agent for the Secured Parties pursuant to the Mortgage (as defined below) asks the Alabama Department of Revenue to fix and determine the amount of mortgage recording privilege tax due, pursuant to § 40-22-2(8), Code of Alabama 1975, for the privilege of recording a certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement (the "Mortgage") from Mac Lean Power, L.L.C., a Delaware limited liability company ("Mortgagor"), to Petitioner and other mortgagees, which secures obligations of Mortgagor and/or affiliates thereof to Petitioner and other lenders ("Obligations"), which Obligations are secured by property, and interests therein, located both within and without the State of Alabama.

Upon consideration of said Petition and evidence offered in support thereof, the Alabama Department of Revenue finds and determines as follows:

1. That the total amount of the principal indebtedness of the Obligations secured by said Mortgage is \$210,000,000.00, consisting of loan facilities from the Petitioner and others to Mortgagor and/or affiliates thereof.
2. That the total value of all property granted as security for the Obligations, located both within and without the State of Alabama is \$365,351,682.00.
3. That the value of the property encumbered by the Mortgage and located within the State of Alabama is \$4,935,060.00.
4. That the total maximum amount of principal indebtedness of the Obligations to be secured by the Mortgage which is allocable to the State of Alabama and upon which tax is due is \$2,837,100.00, being based on 1.351% (i.e., .01351) of the total value of all real property securing such Obligations.
5. That the amount of mortgage recording privilege tax due to be paid upon recordation of the Mortgage, calculated at the rate of \$.15 per each \$100.00 of such Obligations, or fraction thereof, is \$4,255.65.

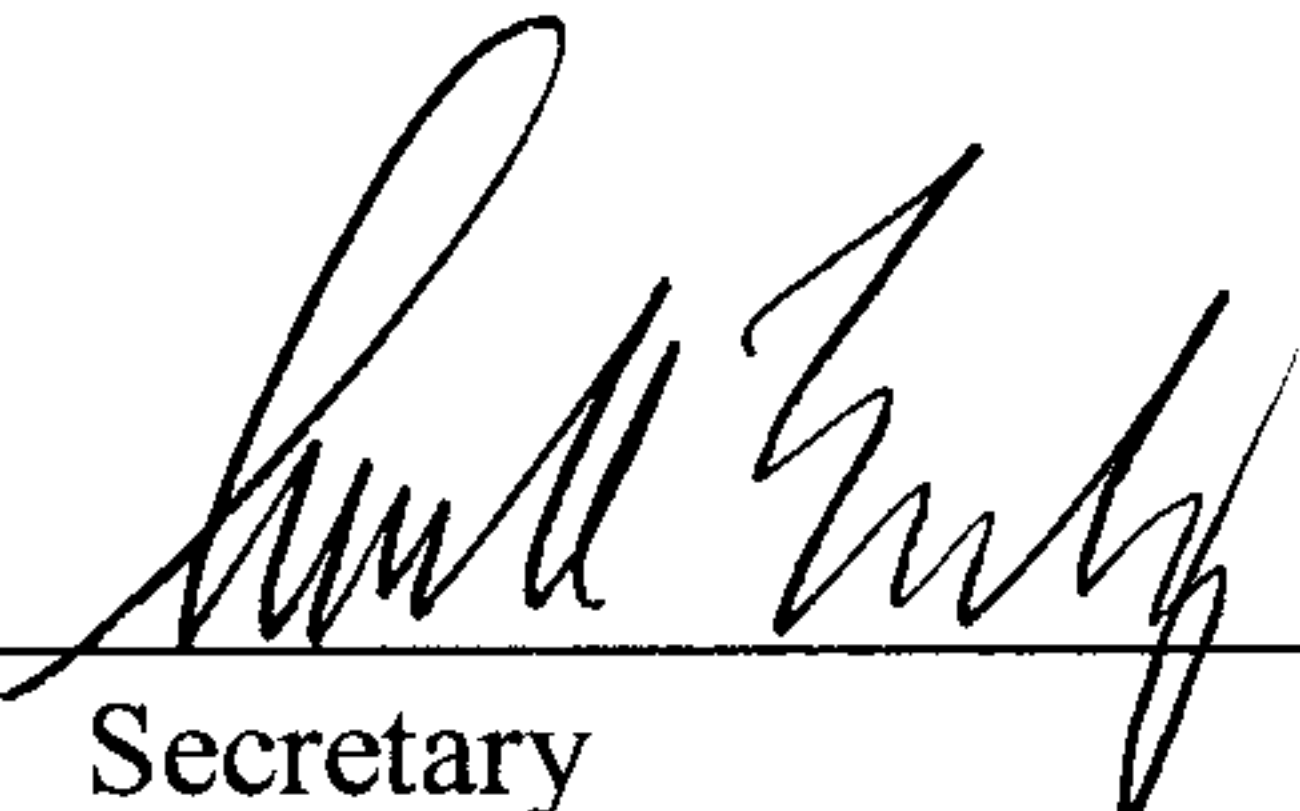

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Shelby Cnty Judge of Probate, AL
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IT IS ORDERED, THEREFORE, as follows:

1. That the amount of the indebtedness under the Mortgage allocable to Alabama and upon which mortgage recording privilege tax will be due under § 40-22-2, Code of Alabama 1975, as amended, is \$2,837,100.00.
2. That the Judge of Probate of Shelby County, shall collect mortgage recording privilege tax in the amount of \$4,255.65, plus any recording and filing fees which may be due upon recordation.

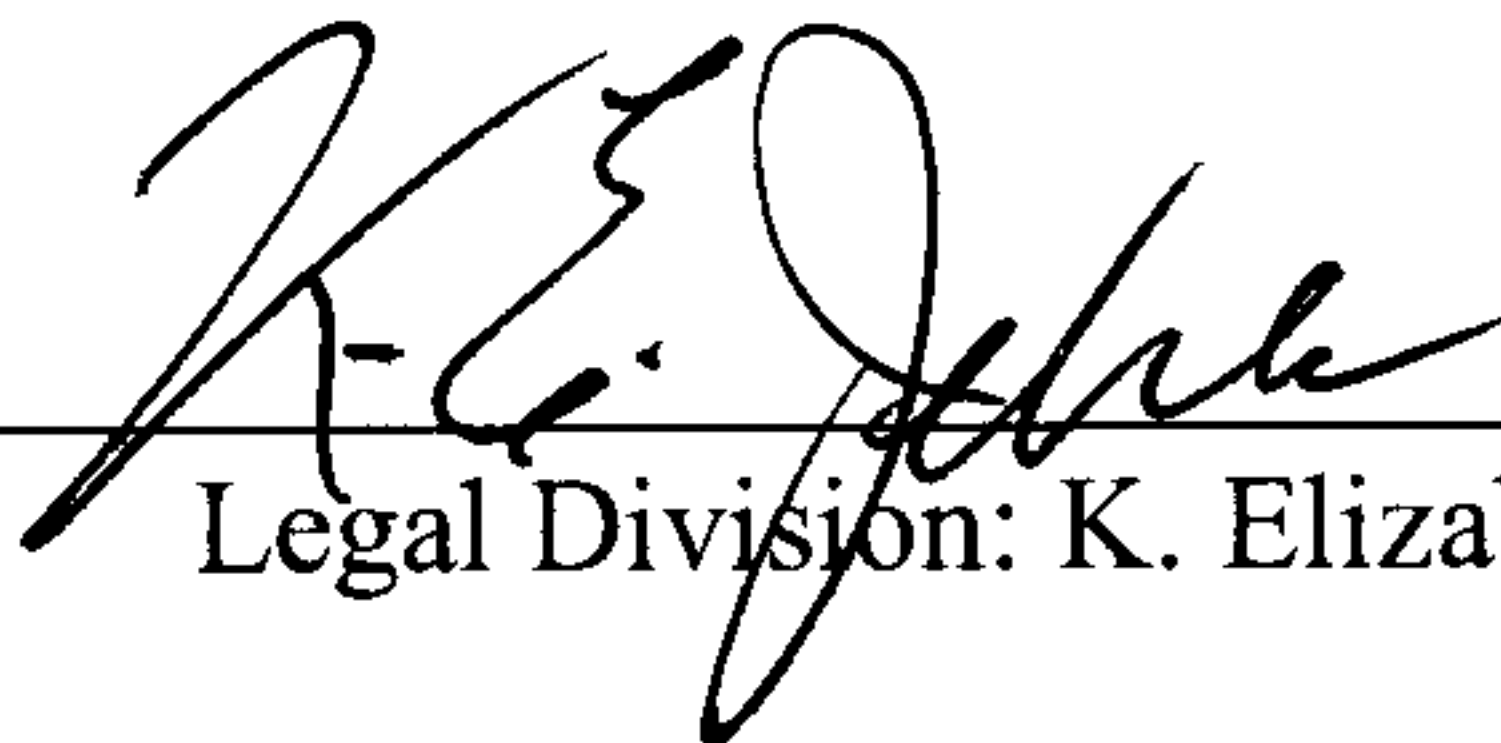
DONE at Montgomery, Alabama, this the 11th day of December, 2009.

Attest:

By: 
Secretary

**STATE OF ALABAMA DEPARTMENT
OF REVENUE**

By: 
Assistant Commissioner of Revenue


Legal Division: K. Elizabeth Jehle