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

by and from

COMMUNITY EDUCATION CENTERS, INC.,
as Mortgagor,

in favor of

TAG FINANCING, LLC, as Collateral Agent
as Mortgagee.

Dated as of December 13, 2010

Property Address:
102 Industrial Parkway
Columbiana, AL 35051

THE SECURED PARTY (MORTGAGEE) DESIRES THIS FIXTURE FILING TO BE
INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE DESCRIBED
HEREIN.

This instrument was prepared by:

Noam D. Greenberg, Esq.
Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022

After recording, return to above.

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Exhibit A - Legal Description of the Land

Schedule 1.2 - Permitted Encumbrances

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

This MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of December ___, 2010 (this "Mortgage"), made by COMMUNITY EDUCATION CENTERS, INC., a corporation organized and existing under the laws of the State of Delaware having an address at 35 Fairfield Place, West Caldwell, NJ 07006, as mortgagor ("Mortgagor"), in favor of TAG FINANCING, LLC, a Delaware limited liability company having an address at 301 Commerce St., Suite 3300, Fort Worth, TX 76102, in its capacity as the collateral agent for Lenders under the Credit Agreement referred to below, as mortgagee (together with its successors and assigns, in such capacity, "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is the owner of fee title to the parcel of land described in Exhibit A hereto (the "Land") and of the Improvements (such term and other capitalized terms used in this Mortgage having the respective meanings specified or referred to in Article 4 hereof);

WHEREAS, pursuant to that certain Second Lien Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of the date hereof, by and among the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), Ares Capital Corporation, a Maryland corporation, as an arranger and as administrative agent, Mortgagee, Mortgagor, and each of Mortgagor's subsidiaries identified on the signature pages thereof, as Borrowers thereunder, the Lender Group is willing to make the Term Loans to Mortgagor pursuant to the terms and conditions thereof; and

WHEREAS, Mortgagor has duly authorized the execution, delivery and performance of this Mortgage.

GRANT:

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, and in order to induce the Lender Group to make the Term Loans to Mortgagor as provided in the Credit Agreement, and in order to secure the full, timely and proper payment and performance of, and compliance with, (a) all of the present and future obligations of the Mortgagor pursuant to, and all amounts owing, due, secured or arising from, this Mortgage, the Credit Agreement, or the other Loan Documents, (b) all principal, premium, interest, fees, reasonable attorneys fees, costs, charges, expenses, reimbursement obligations, any other indemnities or guarantees which, in any case, arise under or pursuant to this Mortgage, the Credit Agreement or the other Loan Documents, and (c) all Obligations of Mortgagor, including, in the case of each of clauses (a), (b) and (c), reasonable attorneys' fees and expenses incurred by Mortgagee or the Lenders in enforcing any rights under this Mortgage and any interest, fees, or expenses that accrue on or after the filing of an Insolvency Proceeding or that would have

accrued or become due under the terms of the Loan Documents but for the effect of the Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any Insolvency Proceeding (collectively, the “Secured Obligations”), which payment and performance shall be the CONDITION OF THIS MORTGAGE, Mortgagor hereby irrevocably GRANTS, BARGAINS, SELLS, ASSIGNS and CONVEYS to Mortgagee, and its successors and assigns, forever, WITH MORTGAGE COVENANTS, all of Mortgagor’s estate, rights, title and interest in, to and under the following property, whether now owned or held or hereafter acquired from time to time (collectively, the “Collateral”):

(a) Real Estate. All of the Land, and all additional lands and estates therein now owned or hereafter acquired by Mortgagor for use or development with the Land or any portion thereof, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in any way pertaining to the Land, and such additional lands and estates therein (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, riparian rights, water, water rights, water stock, all rights in, to and with respect to, any and all oil, gas, coal, minerals and other substances of any kind or character underlying or relating to the Land, and such additional lands and estates therein and any interest therein; all estate, claim, demand, right, title or interest of Mortgagor in and to any street, road, highway or alley, vacated or other, adjoining the Land, or any part thereof, and such additional lands and estates therein; all strips and gores belonging, adjacent or pertaining to the Land, or such additional lands and estates; and any after-acquired title to any of the foregoing (herein collectively referred to as the “Real Estate”);

(b) Improvements. All buildings, structures and other improvements, and any additions and alterations thereto or replacements thereof, now or hereafter built, constructed or located upon the Real Estate; and, to the extent that any of the following items of property constitutes fixtures under applicable laws, all of Mortgagor’s right, title and interest in and to all furnishings, fixtures, fittings, appliances, apparatus, equipment, machinery, building and construction materials, and other articles of every kind and nature whatsoever and all replacements thereof, now or hereafter affixed or attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupation, operation, development and/or maintenance of the Real Estate, or such buildings, structures and other improvements, including, but not limited to, partitions, furnaces, boilers, oil burners, radiators, piping, plumbing, and bathroom fixtures, refrigeration, heating, ventilating, air conditioning, and sprinkler systems, other fire prevention and extinguishing apparatus and materials, vacuum cleaning systems, gas and electric fixtures, incinerators, compactors, elevators, engines, motors, generators and all other articles of property which are considered fixtures under applicable law (such buildings, structures and other improvements and such other property are herein collectively referred to as the “Improvements”; the Real Estate and the Improvements are herein collectively referred to as the “Property”);

(c) Goods. All building materials, goods, construction materials, appliances (including, without limitation, stoves, ranges, ovens, disposals, refrigerators, water

fountains and coolers, fans, heaters, dishwashers, clothes washers and dryers, water heaters, hood and fan combinations, kitchen equipment, laundry equipment, kitchen cabinets and other similar equipment), stocks, beds, mattresses, bedding and linens, supplies, blinds, window shades, drapes, carpets, floor coverings, manufacturing equipment and machinery, office equipment, growing plants and shrubberies, control devices, equipment (including window cleaning, building cleaning, swimming pool, recreational, monitoring, garbage, pest control and other equipment), motor vehicles, tools, furnishings, furniture, lighting, non-structural additions to the Real Estate and Improvements and all other tangible property of any kind or character, together with all replacements thereof, now or hereafter located on or in, or used or useful in connection with, the complete and comfortable use, enjoyment, occupation, operation, development and/or maintenance of the Property, regardless of whether or not located on or in the Property or located elsewhere for purposes of storage, fabrication or otherwise (herein collectively referred to as the “Goods”);

(d) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, real and personal property tax refunds, books and records and general intangibles of Mortgagor relating to the Property, and all accounts, contract rights, instruments, chattel paper and other rights of Mortgagor for the payment of money for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of Mortgagor relating to the Property (herein collectively referred to as the “Intangibles”);

(e) Leases. All leases, licenses, occupancy agreements, concessions and other arrangements, oral or written, now existing or hereafter entered into, whereby any Person agrees to pay money or any other consideration for the use, possession or occupancy of, or any estate in the Property or any portion thereof, or interest therein (herein collectively referred to as the “Leases”), and the right, subject to applicable law, upon the occurrence of any Event of Default, to receive and collect the Rents (as hereinafter defined) paid or payable thereunder;

(f) Plans. All plans and specifications, designs, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Improvements or any construction on the Real Estate (herein collectively referred to as the “Plans”);

(g) Permits. To the extent assignable, all permits, franchises, licenses, approvals and other authorizations respecting the use, occupation and operation of the Property, and every part thereof, and respecting any business or other activity conducted on or from the Property, and any product or proceed thereof or therefrom, including, without limitation, all building permits, certificates of occupancy and other licenses, permits and approvals issued by governmental authorities having jurisdiction (herein collectively referred to as the “Permits”);

(h) Contracts. All agreements, contracts, certificates, instruments, warranties, appraisals, engineering, environmental, soils, insurance and other reports and studies,

books, records, correspondence, files, and advertising materials and other documents now or hereafter obtained or entered into, as the case may be, pertaining to the construction, use, occupancy, possession, operation, management, leasing, maintenance and/or ownership of the Property, and all right, title and interest of Mortgagor therein (herein collectively referred to as the “Contracts”);

(i) Leases of Furniture, Furnishings, and Equipment. All leases (pursuant to which Mortgagor is lessee) of furniture, furnishings, equipment and any other Goods now or hereafter installed in or at any time used in connection with the Property;

(j) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned, directly or indirectly, by Mortgagor from the Property, including, without limitation, all rents and other consideration payable by tenants, claims against guarantors and any cash or other securities deposited to secure performance by tenants under the Leases (herein collectively referred to as “Rents”);

(k) Proceeds. All proceeds 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 (herein collectively referred to as “Proceeds”); and

(l) Other Property. All other property and rights of Mortgagor of every kind and character relating to the Property, and all proceeds and products of any of the foregoing;

AND, without limiting any of the other provisions of this Mortgage, Mortgagor expressly grants to Mortgagee, as the secured party, a security interest in all of those portions of the Collateral which are or may be subject to the Uniform Commercial Code provisions applicable to secured transactions in the State of Alabama (the “State”);

TO HAVE AND TO HOLD the above described interest in the Collateral, together with the rights, privileges and appurtenances thereto belonging unto Mortgagee, its substitutes, successors and assigns, forever, for the purpose of securing the full, timely and proper payment and performance of the Secured Obligations that may be outstanding at any time, and Mortgagor hereby binds itself and its successors and assigns to warrant and forever defend the Collateral unto Mortgagee, its substitutes, successors and assigns, as the case may be, against the claim or claims of all persons claiming or to claim the same or any part thereof.

FURTHER to secure the full, timely and proper payment and performance of the Secured Obligations, Mortgagor hereby covenants, agrees with and warrants to Mortgagee as follows:

1. COVENANTS AND AGREEMENTS OF MORTGAGOR

1.1. Payment of Obligations. Mortgagor agrees that it will duly and punctually pay and perform, or cause to be paid and performed, each of the Secured Obligations at the time and in accordance with the terms of the Loan Documents.

1.2. **Title to Collateral, etc.** Mortgagor represents and warrants to and covenants with Mortgagee that:

(a) as of the date hereof and at all times hereafter while this Mortgage is outstanding, Mortgagor (i) is and shall be the absolute owner of the legal and beneficial title to the Property and to all other property included in the Collateral, and (ii) has and shall have good and marketable title in fee simple absolute to the Property, subject in each case only to this Mortgage and the encumbrances set forth in Schedule 1.2 hereto (collectively, the "Permitted Encumbrances"); and

(b) Mortgagor, at its expense, will warrant and defend to Mortgagee and any purchaser under the power of sale herein, or at any foreclosure sale, such title to the Collateral and the lien and perfected security interest of this Mortgage thereon and therein against all claims and demands, and will maintain, preserve and protect such lien and security interest, and will keep this Mortgage a valid, direct lien of record on and a perfected security interest in the Collateral, subject only to the Permitted Encumbrances.

1.3. **Title Insurance.**

(a) **Title Insurance Policy.** Concurrently with the execution and delivery of this Mortgage, Mortgagor, at its expense, has obtained and delivered to Mortgagee a loan policy or policies of title insurance in an amount, and in form and substance, reasonably satisfactory to Mortgagee naming Mortgagee as the insured, insuring the title to and the lien of this Mortgage on the Property, with endorsements reasonably requested by Mortgagee. Mortgagor has duly paid in full all premiums and other charges due in connection with the issuance of such policy or policies of title insurance.

(b) **Title Insurance Proceeds.** All proceeds received by and payable to Mortgagee for any loss under the loan policy or policies of title insurance delivered to Mortgagee pursuant to Section 1.3(a), or under any policy or policies of title insurance delivered to Mortgagee in substitution therefor or replacement thereof, shall be the property of Mortgagee and shall be applied by Mortgagee in accordance with the provisions of Section 2.1.

1.4. **Recordation.** Mortgagor, at its expense, will at all times cause this Mortgage and any instruments amendatory hereof or supplemental hereto (and any appropriate financing statements or other instruments and continuations thereof), and each other instrument delivered in connection with the Credit Agreement or any other Loan Document and intended thereunder to be recorded, registered and filed, to be kept recorded, registered and filed in such manner and in such places, and will pay all such recording, registration, filing fees, taxes and other charges, and will comply with all such statutes and regulations as may be required by law in order to establish, preserve, perfect and protect the lien and security interest of this Mortgage as a valid, direct lien and perfected security interest in the Collateral, subject only to the Permitted Encumbrances. Mortgagor will pay, or cause to be paid, and will indemnify Mortgagee in respect of, all taxes (including interest and penalties) at any time payable in connection with the filing and recording of this Mortgage and any and all supplements and amendments hereto.

1.5. **Payment of Impositions, etc.** Mortgagor will pay or cause to be paid all taxes, assessments, and governmental charges (collectively, the "Impositions") in accordance with Section 5.5 of the Credit Agreement.

1.6. **Payment of Utilities.** Mortgagor agrees to pay, or cause to be paid, before any fine, penalty, interest or additional cost attaches, all water, drainage and sewer charges, rents or levies of any kind and nature whatsoever, ordinary or extraordinary, which may be levied, assessed or imposed upon or become a Lien on or against the Property or any portion thereof and all charges for electricity, power, gas, water and other utilities used in connection with the Property and, at the request of Mortgagee, to provide Mortgagee with official receipts evidencing such payments.

1.7. **Leases.** Mortgagor represents and warrants to Mortgagee that, as of the date hereof, except for Permitted Encumbrances, there are no written or oral leases or other agreements of any kind or nature relating to the occupancy of any portion of the Property by any Person other than Mortgagor, except for occupancy of the Property by the residents, as residents only, and not as tenants.

1.8. **Compliance with Instruments.** Mortgagor, at its expense, will promptly comply with all rights of way or use, privileges, franchises, servitudes, licenses, easements, tenements, hereditaments and appurtenances forming a part of the Property and all instruments creating or evidencing the same, in each case, to the extent compliance therewith is required of Mortgagor under the terms thereof.

1.9. **Alterations, Additions, etc.** So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have the right at any time and from time to time to make or cause to be made reasonable alterations of, and additions to, the Property or any part thereof, provided that any alteration or addition: (a) shall not materially reduce the fair market value of the Property below its value immediately before such alteration or addition, or materially impair the usefulness of the Property; (b) is effected with due diligence, in a good and workmanlike manner, and in compliance with all material laws and material applicable insurance policies; and (c) is promptly and fully paid for, or caused to be paid for, by Mortgagor.

1.10. **Covenant To Maintain, Repair and Replace Mortgaged Property.** Mortgagor will, at all times, maintain, preserve and keep the Property in good repair, working order and condition and will not commit or suffer any waste thereof, reasonable wear and tear, casualty, and Permitted Disposition excepted. Mortgagor shall, no more than twice while this Mortgage is outstanding or at any time Mortgagee has notice of a potential hazardous or toxic substance on the Property: (a) perform a site investigation of the Property to determine the existence and levels of hazardous or toxic substances on the Property, (b) issue a report certifying the results of such inspection to Mortgagee and (c) take any Remedial Actions required to abate any Hazardous Materials discovered during such inspection or otherwise to come into compliance, in all material respects, with applicable Environmental Law.

1.11. **Acquired Property Subject to Lien.** All property constituting Collateral at any time acquired by Mortgagor, whether such property is acquired by exchange, purchase,

construction or otherwise, shall forthwith become subject to the lien and security agreement of this Mortgage without further action on the part of Mortgagor or Mortgagee. Mortgagor, at its expense, will execute and deliver to Mortgagee (and will record and file as provided in Section 1.4 hereof) an instrument supplemental to this Mortgage reasonably satisfactory in substance and form to Mortgagee whenever such an instrument is necessary under applicable law to subject to the lien and security agreement of this Mortgage all right, title and interest of Mortgagor in and to all property provided or required by this Mortgage to be subject to the Lien hereof.

1.12. **Assignment of Rents, Proceeds, etc.** The assignment, grant and conveyance of the Leases, Rents, Proceeds and other rents, income, proceeds and benefits of the Collateral contained in the Granting Clause of this Mortgage shall constitute an absolute, present and irrevocable assignment, grant and conveyance; provided, however, that permission is hereby given to Mortgagor, so long as no Event of Default has occurred and is continuing, to collect, receive and apply such Rents, Proceeds and other rents, income, proceeds and benefits as they become due and payable, but not more than one (1) month in advance thereof, and in accordance with all of the other terms, conditions and provisions hereof, of the Loan Documents and of the Leases, contracts, agreements and other instruments with respect to which such payments are made or such other benefits are conferred. Upon the occurrence and during the continuation of any Event of Default, such permission shall terminate immediately and automatically, without notice to Mortgagor or any other Person except as required by law. Such assignment shall be fully effective without any further action on the part of Mortgagor or Mortgagee, and Mortgagee shall be entitled, at its option, upon the occurrence and during the continuation of an Event of Default, to collect, receive and apply, as provided in the Credit Agreement, all Rents, Proceeds and all other rents, income, proceeds and benefits from the Collateral, including all right, title and interest of Mortgagor in any escrowed sums or deposits, or any portion thereof or interest therein, whether or not Mortgagee takes possession of the Collateral or any part thereof. Mortgagor further grants to Mortgagee the right, at Mortgagee's option, upon the occurrence and during the continuation of an Event of Default, to:

(a) enter upon and take possession of the Property for the purpose of collecting Rents, Proceeds and said rents, income, proceeds and other benefits;

(b) dispossess by the customary summary proceedings any tenant, purchaser or other Person defaulting in the payment of any amount when and as due and payable, or in the performance of any other obligation, under any Lease, contract or other instrument to which said Rents, Proceeds or other rents, income, proceeds or benefits relate;

(c) let or convey the Collateral, or any portion thereof, or any interest therein;
and

(d) apply Rents, Proceeds and such other rents, income, proceeds and other benefits, after the payment of all reasonable and necessary fees, charges and expenses, on account of the Secured Obligations in accordance with Section 3.11 hereof.

1.13. **No Claims Against Mortgagee.** Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee, express or implied, for the performance of any labor or the furnishing of any materials or other property in respect of the Property, or any part thereof, or be construed to permit the making of any claim against Mortgagee in respect of labor or services, or the furnishing of any materials or other property, or any claim that any Lien based on the performance of such labor, or the furnishing of any such materials or other property is prior to the lien and security interest of this Mortgage. **All contractors, subcontractors, vendors and other Persons dealing with the Property, or with any Persons interested therein, are hereby required to take notice of the provisions of this Section.**

1.14. **No Transfer of the Property.** Except as permitted by the Credit Agreement, Mortgagor shall not, without the prior written consent of Mortgagee, which consent may be granted or withheld in the sole and absolute discretion of Mortgagee: (a) sell, convey, assign or otherwise transfer the Property, or any portion of Mortgagor's interest therein, or (b) further encumber the Property, or permit the Property to become encumbered by any Lien, claim or indebtedness of any kind or nature other than the Permitted Encumbrances.

1.15. **No Modification of Permitted Encumbrances.** Except as permitted by the Credit Agreement, Mortgagor shall not modify or permit any modification of any Permitted Encumbrance listed in Schedule 1.2 hereof, without the prior written consent of Mortgagee.

1.16. **Security Agreement and Fixture Filing.** With respect to the items of personal property and fixtures referred to and described in the Granting Clause of this Mortgage and included as part of the Collateral, this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of personal property and fixtures now or hereafter owned by Mortgagor and included herein as a part of the Collateral, in compliance with the provisions of the Uniform Commercial Code as enacted in the State. In this respect, Mortgagor, as "Debtor", expressly grants to Mortgagee, as "Secured Party", a security interest in and to all of the property now or hereafter owned by Mortgagor which constitutes the personal property and fixtures hereinabove referred to and described in this Mortgage, including all extensions, accessions, additions, improvements, betterments, renewals, replacements and substitutions thereof or thereto, and all proceeds from the sale or other disposition thereof, to secure the full, timely and proper payment and performance of the Secured Obligations. Mortgagor agrees that Mortgagee may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index as, and this Mortgage shall be deemed to be, a financing statement filed as a fixture filing in accordance with the laws of the State. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement, and the following information is applicable for the purpose of filing such financing statement as a fixture filing, to wit.

Name and Address of the debtor:	Name and Address of the secured party:
The Mortgagor having the address described in the Preamble hereof.	The Mortgagee having the address described in the Preamble hereof.
Organizational ID Number of	Organizational ID Number of secured

debtor: 22-3457238	party: 4883934
This Financing Statement covers the following types or items of property: The Collateral. This instrument covers goods or items of personal property which are or are to become fixtures upon the real property described in <u>Exhibit A</u> attached hereto. The name of the record owner of the Land on which such fixtures are or are to be located is the Mortgagor.	

In addition, Mortgagor agrees to execute and deliver to Mortgagee, upon Mortgagee's request, any other security agreement and financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage, in such form as Mortgagee may reasonably require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Except as permitted by the Credit Agreement, without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code of the State any other security interest in the above-described personal property and fixtures, including any replacements and additions thereto. Upon the occurrence and during the continuation of an Event of Default, Mortgagee shall have and shall be entitled to exercise any and all of the rights and remedies (a) as prescribed in this Mortgage, or (b) as prescribed by general law, or (c) as prescribed by the specific statutory provisions now or hereafter enacted and specified in said Uniform Commercial Code, all at Mortgagee's sole election. Mortgagor and Mortgagee agree that the filing of any financing statements in the records normally having to do with personal property shall not in any way affect the agreement of Mortgagor and Mortgagee that everything located in, on or about, or used, or intended to be used with or in connection with the use, operation or enjoyment of, the Collateral, which is described or reflected as a fixture in this Mortgage, is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be, regarded as part of the Property conveyed hereby. Mortgagor warrants that Mortgagor's name, identity and address are as set forth herein. The mailing address of Mortgagee from which information may be obtained concerning the security interest created herein is also set forth herein. This information hereof is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code as enacted in the State for instruments to be filed as financing statements. In accordance with the laws of the State, this Mortgage shall remain effective as a fixture filing until this Mortgage is released or satisfied of record, or its effectiveness otherwise terminates as to the Collateral.

1.17. **Representations and Warranties.** In order to induce Mortgagee to enter into this Mortgage, the Credit Agreement and the other Loan Documents, Mortgagor agrees that all of the representations and warranties made by Mortgagor in the Credit Agreement and the other

Loan Documents that relate to the Collateral and/or this Mortgage are incorporated into this Mortgage by reference as if fully set forth herein.

1.18. **Mortgagor's Covenants.** In order to induce Mortgagee to enter into this Mortgage, the Credit Agreement and the other Loan Documents, Mortgagor agrees that all of the covenants set forth in the Credit Agreement and the other Loan Documents that are binding upon Mortgagor and that relate to the Collateral and/or this Mortgage are incorporated into this Mortgage by reference as if fully set forth herein.

2. **INSURANCE**

2.1. **Application of Proceeds and Awards.** Mortgagee shall be entitled to receive any proceeds of insurance as provided in the Credit Agreement, and Mortgagee shall apply all amounts recovered under any insurance policy required to be maintained by Mortgagor and all awards received by it on account of any taking in accordance with the Credit Agreement.

3. **EVENTS OF DEFAULT; REMEDIES, ETC.**

3.1. **Events of Default; Acceleration.** Upon the occurrence and during the continuation of an Event of Default, Mortgagee may at any time declare, by written notice to Mortgagor, the Secured Obligations to be immediately due and payable (provided that, upon the occurrence of any Event of Default described in Section 8.4 or 8.5 of the Credit Agreement, the Secured Obligations shall automatically become due and payable), and whereupon the same shall become and be immediately due and payable, together with interest accrued thereon, without presentment, demand, protest or notice, all of which Mortgagor hereby waives. Mortgagor will pay, or cause to be paid, on demand all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and expenses incurred by or on behalf of Mortgagee in enforcing this Mortgage or any other Loan Document or occasioned by any Event of Default.

3.2. **Legal Proceedings; Foreclosure.** Upon the occurrence and during the continuation of an Event of Default, Mortgagee at any time may, at its election, proceed at law or in equity or otherwise to enforce the payment and performance of the Secured Obligations in accordance with the terms hereof and thereof, and to foreclose the lien and security interest of this Mortgage as against all or any part of the Collateral and to have the same sold under the judgment or decree of a court of competent jurisdiction. Mortgagee shall be entitled to recover in such proceedings all reasonable costs incident thereto, including reasonable attorneys' fees and expenses in such amounts as may be fixed by the court.

3.3. **Intentionally Deleted.**

3.4. **Uniform Commercial Code Remedies.** Upon the occurrence and during the continuation of an Event of Default, Mortgagee may exercise, from time to time and at any time, any rights and remedies available to it under applicable law upon default in the payment of indebtedness, including, without limitation, any right or remedy available to it as a secured party under the Uniform Commercial Code of the State. Mortgagor shall, promptly upon request by Mortgagee, assemble the Collateral, or any portion thereof, generally described in such request,

and make it available to Mortgagee at the Property or such other place or places designated by Mortgagee and reasonably convenient to Mortgagee and Mortgagor. If Mortgagee elects to proceed under the Uniform Commercial Code of the State to dispose of portions of the Collateral, Mortgagee, at its option, may give Mortgagor notice of the time and place of any public sale of any such property, or of the date after which any private sale or other disposition thereof is to be made, by sending notice by registered or certified first class mail, postage prepaid, to Mortgagor at least ten (10) days before the time of the sale or other disposition. If any notice of any proposed sale, assignment or transfer by Mortgagee of any portion of the Collateral, or any interest therein, is required by law, Mortgagor conclusively agrees that ten (10) days notice to Mortgagor of the date, time and place (and, in the case of a private sale, the terms) thereof is reasonable.

3.5. **Intentionally Deleted.**

3.6. **Purchase of Collateral by Mortgagee.** Mortgagee may be a purchaser of the Collateral, or of any part thereof, or of any interest therein at any sale thereof, whether pursuant to power of sale, foreclosure or otherwise, in accordance with applicable law. Such purchaser shall, upon any such purchase, acquire good title to the properties so purchased, free of the security interest and lien of this Mortgage, and free of all rights of redemption in Mortgagor.

3.7. **Receipt a Sufficient Discharge to Purchaser.** Upon any sale of the Collateral, or any part thereof, or any interest therein, whether pursuant to power of sale, foreclosure or otherwise, the receipt of Mortgagee, or the officer making the sale under judicial proceedings, shall be a sufficient discharge to the purchaser for the purchase money and such purchaser shall not be obliged to see to the application thereof.

3.8. **Waiver of Appraisement, Valuation, etc.** Mortgagor hereby waives, to the fullest extent it may lawfully do so, the benefit of all appraisement, valuation, stay, extension and redemption laws now or hereafter in force and all rights of marshaling in the event of any sale of the Collateral or any part thereof or any interest therein.

3.9. **Sale a Bar Against Mortgagor.** Any sale of the Collateral, or any part thereof, or any interest therein under, or by virtue of this Mortgage, whether pursuant to power of sale, foreclosure or otherwise, shall forever be a bar against Mortgagor.

3.10. **Obligations To Become Due on Sale.** Upon any sale of the Collateral, or any portion thereof, or interest therein by virtue of the exercise of any remedy by Mortgagee under, or by virtue of this Mortgage, whether pursuant to power of sale, foreclosure or otherwise in accordance with this Mortgage, or by virtue of any other remedy available at law, or in equity or by statute or otherwise, at the option of Mortgagee, any sums or monies due and payable pursuant to the Credit Agreement, the Loan Documents and in connection with the Secured Obligations shall, if not previously declared due and payable, immediately become due and payable, together with interest accrued thereon, and all other indebtedness which this Mortgage by its terms secures.

3.11. **Application of Proceeds of Sale and Other Moneys.** The proceeds of any sale of the Collateral, or any part thereof, or any interest therein under, or by virtue of this Mortgage, whether pursuant to power of sale, foreclosure or otherwise, and all other moneys at any time held by Mortgagee as part of the Collateral, shall be applied as provided in the Credit Agreement.

3.12. **Appointment of Receiver.** Upon the occurrence and during the continuation of an Event of Default, Mortgagee shall, as a matter of right, without notice and without regard to the adequacy of any security for the indebtedness secured hereby or the solvency of Mortgagor, be entitled to the appointment of a receiver for all or any part of the Collateral, whether such receivership be incidental to a proposed sale of the Collateral or otherwise, and Mortgagor hereby consents to the appointment of such a receiver and will not oppose any such appointment.

3.13. **Possession, Management, and Income.** Upon the occurrence and during the continuation of an Event of Default, in addition to, and not in limitation of, the rights and remedies provided in Section 1.16 hereof, Mortgagee, upon five (5) days' notice to Mortgagor, may enter upon and take possession of the Collateral, or any part thereof, by force, summary proceeding, ejectment or otherwise and may remove Mortgagor and all other Persons and any and all property therefrom, and may hold, operate, maintain, repair, preserve and manage the same, and receive all earnings, income, Rents, issues and Proceeds accruing with respect thereto or any part thereof. Except to the extent of Mortgagee's willful misconduct, Mortgagee shall be under no liability for or by reason of any such taking of possession, entry, removal, holding, operation or management, except that any amounts so received by Mortgagee shall be applied to pay all costs and expenses of so entering upon, taking possession of, holding, operating, maintaining, repairing, preserving and managing the Collateral, or any part thereof, and any Impositions, or other charges prior to the lien and security interest of this Mortgage which Mortgagee may consider it necessary or desirable to pay, and any balance of such amounts shall be applied as provided in Section 3.11.

3.14. **Right of Mortgagee to Perform Mortgagor's Covenants, etc.** If Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder and such failure shall continue uncured for ten (10) days after written notice thereof from Mortgagee to Mortgagor (provided that no such notice shall be required in the event of an emergency or if any Event of Default has occurred and is continuing), and without waiving or releasing any obligation or Event of Default, Mortgagee may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Mortgagor, and may enter upon the Collateral for such purpose and take all such action thereon as, in Mortgagee's opinion, may be necessary or appropriate therefor. No such entry and no such action shall be deemed an eviction of any lessee of the Property or any part thereof. All sums so paid by Mortgagee and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred, together with interest thereon at the rate provided for in the Credit Agreement from the date of payment or incurring, shall constitute additional indebtedness under the Credit Agreement secured by this Mortgage and shall be paid by Mortgagor to Mortgagee on demand.

3.15. **Subrogation.** To the extent that Mortgagee, on or after the date hereof, pursuant to this Mortgage, pays any sum due under any provision of any law, or any instrument creating any Lien prior or superior to the lien and security interest of this Mortgage, or Mortgagor or any other Person pays any such sum with the proceeds of the loan evidenced by the Credit Agreement, Mortgagee shall have and be entitled to a lien and security interest on the Collateral equal in priority to the Lien discharged, and Mortgagee shall be subrogated to, and receive, and enjoy all rights and Liens possessed, held or enjoyed by the holder of such Lien, which shall remain in existence and benefit Mortgagee in securing the Secured Obligations.

3.16. **Remedies, etc., Cumulative.** Each right, power and remedy of Mortgagee provided for in this Mortgage, the Credit Agreement or any other Loan Document, or now or hereafter existing at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage, the Credit Agreement or any other Loan Document, or now or hereafter existing at law or in equity, or by statute or otherwise, and the exercise, or beginning of the exercise, by Mortgagee of any one or more of the rights, powers or remedies provided for in this Mortgage, the Credit Agreement or any other Loan Document, or now or hereafter existing at law or in equity, or by statute or otherwise, shall not preclude the simultaneous or later exercise by Mortgagee of any or all such other rights, powers or remedies.

3.17. **Provisions Subject to Applicable Law.** All rights, powers and remedies provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Mortgage, or any application thereof, shall be invalid or unenforceable, the remainder of this Mortgage and any other application of such term shall not be affected thereby.

3.18. **No Waiver, etc.** No failure by Mortgagee to insist upon the strict performance of any term hereof, of the Credit Agreement or of any other Loan Document, or to exercise any right, power or remedy consequent upon a breach hereof or thereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent breach. By accepting payment or performance of any amount or other Obligations secured hereby before or after its due date, Mortgagee shall not be deemed to have waived its right either to require prompt payment or performance when due of all other amounts and Obligations payable hereunder, or to declare a default for failure to effect such prompt payment.

3.19. **Compromise of Actions, etc.** Any action, suit or proceeding brought by Mortgagee pursuant to any of the terms of this Mortgage, the Credit Agreement, any other Loan Document or otherwise, and any claim made by Mortgagee hereunder or thereunder may be compromised, withdrawn or otherwise dealt with by Mortgagee without any notice to or approval of Mortgagor.

3.20. **First Lien Mortgage.** Notwithstanding any other provision contained herein, this Mortgage is subject and subordinate to the First Lien Mortgage (as defined on Schedule 1.2) in

accordance with the terms of the First Lien/Second Lien Intercreditor Agreement. Any default under the terms of the First Lien Mortgage or under the Credit Agreement or any notes executed in connection with the Term Loans, shall constitute a default under this Mortgage, entitling Mortgagee to all remedies set forth herein, or otherwise available at law or in equity. Mortgagor shall give Mortgagee prompt written notice of any default under the First Lien Mortgage. Mortgagee shall have the right, but not the obligation, to cure any such default under the First Lien Mortgage, and any amounts expended by Mortgagee in connection therewith shall be added to the indebtedness secured by this Mortgage to be payable and bear interest as provided in the Credit Agreement.

4. DEFINITIONS

4.1. **Use of Defined Terms.** Terms for which meanings are provided in this Mortgage shall, unless otherwise defined or the context otherwise requires, have such meanings when used in any certificate and any opinion, notice, or other communication delivered from time to time in connection with this Mortgage or pursuant hereto.

4.2. **Credit Agreement Definitions.** Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Mortgage, including its preamble and recitals, have the meanings provided in the Credit Agreement. When used herein, the terms “Term Loans”, “Event of Default”, “Lender Group”, “Loan Document”, “Loan Documents”, and “Obligations” shall mean “Term Loans”, “Event of Default”, “Lender Group”, “Loan Document”, “Loan Documents”, and “Obligations”, respectively, as such terms are defined in the Credit Agreement.

5. MISCELLANEOUS

5.1. **Further Assurances; Financing Statements.**

(a) **Further Assurances.** Mortgagor, at its expense, will execute, acknowledge and deliver all such instruments and take all such other action as Mortgagee from time to time may reasonably request:

(i) to better subject all or any portion of the Collateral to the lien and security interest of this Mortgage,

(ii) to perfect, publish notice or protect the validity of the lien and security interest of this Mortgage,

(iii) to preserve and defend the title to the Collateral and the rights of Mortgagee therein against the claims of all Persons as long as this Mortgage shall remain undischarged (subject to the Permitted Encumbrances),

(iv) to better subject to the lien and security interest of this Mortgage, or to maintain or preserve the lien and security interest of this Mortgage with respect to any replacement or substitution for any Collateral or any other after-acquired property, or

(v) in order to further effectuate the purposes of this Mortgage and to carry out the terms hereof, and to better assure and confirm to Mortgagee its rights, powers and remedies hereunder.

(b) **Financing Statements.** Notwithstanding any other provision of this Mortgage, Mortgagor hereby agrees that, without notice to or the consent of Mortgagee, Mortgagee may file with the appropriate public officials such financing statements, continuation statements, amendments and similar documents as are or may become necessary to perfect, preserve or protect the security interest granted by this Mortgage.

5.2. **Additional Security.** Without notice to or consent of Mortgagor, and without impairment of the lien and security interest of and rights created by this Mortgage, Mortgagee and Lenders may accept from Mortgagor, or any other Person, additional security for the Secured Obligations. Neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent Mortgagee from resorting, first, to such additional security, or, first, to the lien and security interest of this Mortgage, or concurrently to both, in any case without affecting Mortgagee's lien, security interest and rights under this Mortgage.

5.3. **Defeasance; Partial Release, etc.**

THE CONDITION OF THIS MORTGAGE IS SUCH THAT:

(a) **Defeasance.** If the Secured Obligations (including all future advances and other future indebtednesses, obligations and liabilities included therein) and all other amounts owing pursuant to the Credit Agreement and the other Loan Documents shall be repaid in full in accordance with the terms thereof, and if Mortgagor shall pay, or cause to be paid, in full the principal of and premium, if any, and interest on the Secured Obligations in accordance with the terms thereof and hereof, and all other sums payable hereunder by Mortgagor, and shall comply with all the terms, conditions and requirements hereof and of the Secured Obligations, then on such date Mortgagee shall, upon the request of Mortgagor and at Mortgagor's sole cost and expense, execute and deliver such instruments, in form and substance reasonably satisfactory to Mortgagee, as may be necessary to reconvey, release and discharge this Mortgage.

(b) **Partial Release, etc.** Mortgagee may, at any time and from time to time, without liability therefor, with prior written notice to Mortgagor, release or reconvey any part of the Collateral, join in any extension agreement or agreement subordinating the lien and security interest of this Mortgage, or enter into any other agreement in connection with Mortgagee's interest in the Collateral.

5.4. **Notices, etc.** All notices and other communications provided to any of the parties hereto shall be in writing and addressed, delivered or transmitted to such party as set forth in Section 11 of the Credit Agreement.

5.5. **Waivers, Amendments, etc.** The provisions of this Mortgage may be amended, discharged or terminated and the observance or performance of any provision of this Mortgage may be waived, either generally or in a particular instance and either retroactively or prospectively, only by an instrument in writing executed by Mortgagor and Mortgagee.

5.6. **Governing Law.** THIS MORTGAGE WAS NEGOTIATED IN THE STATE OF NEW YORK, THE TERM LOANS WERE MADE BY MORTGAGEE IN THE STATE OF NEW YORK AND THE PROCEEDS OF THE TERM LOANS DELIVERED PURSUANT TO THE CREDIT AGREEMENT WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED BY THIS MORTGAGE AND THE CREDIT AGREEMENT, AND IN ALL RESPECTS, THIS MORTGAGE AND THE SECURED OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, EXCEPT THAT AT ALL TIMES AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS MORTGAGE THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE SECURITY TITLE, LIENS AND SECURITY INTERESTS CONVEYED AND CREATED PURSUANT HERETO SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE COLLATERAL IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF THIS MORTGAGE AND ALL OF THE SECURED OBLIGATIONS ARISING HEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM OR RIGHT TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS MORTGAGE, AND THIS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

5.7. **Choice of Law and Venue; Jury Trial Waiver.**

(a) MORTGAGOR AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MORTGAGE SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF SHELBY, OF THE STATE; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT MORTGAGEE'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE MORTGAGEE ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. MORTGAGOR WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 5.7.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS MORTGAGE OR ANY OF THE

TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. MORTGAGOR REPRESENTS THAT IT HAS REVIEWED THIS WAIVER AND KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH ITS LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS MORTGAGE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

5.8. **Severability.** Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Mortgage or affecting the validity or enforceability of such provision in any other jurisdiction.

5.9. **Usury Savings Clause.** It is the intention of Mortgagor and Mortgagee to conform strictly to the usury laws governing the Loan Documents, and any interest payable under this Mortgage or any other Loan Document shall be subject to reduction to the amount not in excess of the maximum non-usurious amount allowed under such laws, as construed by the courts having jurisdiction over such matters. In the event the maturity of the Secured Obligations is accelerated by reason of any provision of the Loan Documents, or by reason of an election by Mortgagee resulting from an Event of Default, then interest may never include more than the maximum amount permitted by law, computed from the dates of each advance of loan proceeds under the Credit Agreement until payment, and any interest in excess of the maximum amount permitted by law shall be canceled automatically or, if theretofore paid, at the option of Mortgagee, shall be rebated to Mortgagor, or shall be credited on the principal amount of the Secured Obligations or, if all principal has been repaid, then the excess shall be rebated to Mortgagor. If any interest is canceled, credited against principal or rebated to Mortgagor in accordance with the foregoing sentence and, if thereafter the interest payable hereunder is less than the maximum amount permitted by applicable law, the rate hereunder shall automatically be increased to the maximum extent possible to permit repayment to Mortgagee and Lenders, as soon as possible, of any interest in excess of the maximum amount permitted by law which was earlier canceled, credited against principal, or rebated to Mortgagor pursuant to the provisions of the foregoing sentence.

5.10. **Miscellaneous.** Delivery of an executed counterpart of this Mortgage by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Mortgage. The delivery of an executed counterpart of this Mortgage by telefacsimile or other electronic method of transmission also shall be followed by the delivery of an original executed counterpart of this Mortgage, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Mortgage.

(a) Headings used in this Mortgage are for convenience only and shall not be used in connection with the interpretation of any provision hereof.

(b) The pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

(c) Unless the context of this Mortgage clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Mortgage refer to this Mortgage as a whole and not to any particular provision of this Mortgage. Section, subsection, clause, schedule and exhibit references herein are to this Mortgage unless otherwise specified. Any reference in this Mortgage to any agreement, instrument or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders and supplements thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Secured Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

(d) Intercreditor Agreement. The representations, warranties and covenants of Mortgagor hereunder, and the rights and remedies of the Mortgagee hereunder, are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement. The Mortgagor and the Mortgagee hereby agree that so long as the First Lien/Second Lien Intercreditor Agreement remains in effect, in the event of a conflict between this Mortgage and the First Lien/Second Lien Intercreditor Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall control.

5.11. STATE SPECIFIC PROVISIONS. In the event of any material inconsistencies between this Section 5.11 and any of the other terms and provisions of this Mortgage, the terms and provisions of this Section 5.11 shall control and be binding.

(a) Power of Sale. Upon the occurrence and during the continuation of an Event of Default, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and the Mortgagee shall be authorized, at its option, whether or not possession of the Collateral is taken, to sell the Collateral (or such part or parts thereof and in such order as the Mortgagee may from time to time elect to sell) under the power of sale which is hereby given to the Mortgagee, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the Land to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a

description of the Collateral to be sold, by publication in some newspaper published in the county or counties in which the Land to be sold is located. 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. The Mortgagee may bid at any sale held under this Mortgage and may purchase the Collateral, or any part thereof, if the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. At any sale all or any part of the Collateral, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse shall be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Mortgagee, in the exercise of the power of sale herein given, elects to sell the Collateral in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Collateral not previously sold shall have been sold or all the Secured Obligations shall have been paid in full and this Mortgage shall have been terminated as provided herein.

(b) Multiple Sales. Upon the occurrence and during the continuation of an Event of Default, the Mortgagee shall have the option to proceed with foreclosure, either through the courts or by power of sale as provided for in this Mortgage, but without declaring the whole Secured Obligations due. Any such sale may be made subject to the unmatured part of the Secured Obligations, and such sale, if so made, shall not affect the unmatured part of the Secured Obligations, but as to such unmatured part of the Secured Obligations this Mortgage shall remain in full force and effect as though no sale had been made under this Section 5.11(b). Several sales may be made hereunder without exhausting the right of sale for any remaining part of the Secured Obligations, whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Collateral for any matured part of the Secured Obligations without exhausting the power of foreclosure and the power to sell the Collateral for any other part of the Secured Obligations, whether matured at the time or subsequently maturing.

(c) Prerequisites of Sales. In case of any sale of the Collateral as authorized by this Section 5.11, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of the Secured Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as rebuttably presumptive evidence that the facts so stated or recited are true.

(d) Foreclosure Documents. The Mortgagor hereby authorizes and empowers the Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of the Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Collateral sold at foreclosure good and sufficient deeds of conveyance, bills of sale, assignments, releases and all other instruments as may be necessary or reasonably desirable to effectuate the sale thereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Mortgage to be executed, sealed, acknowledged and delivered as of the day and year first above written, although actually executed on the date set forth in the acknowledgment of the Mortgagor's signature below.

COMMUNITY EDUCATION CENTERS, INC.,
a Delaware corporation

By: _____
Name: John J. Clancy
Title: President / CEO

Signed and Delivered in the Presence of:

Maria Carnevale
Name: MARIA CARNEVALE
Witness

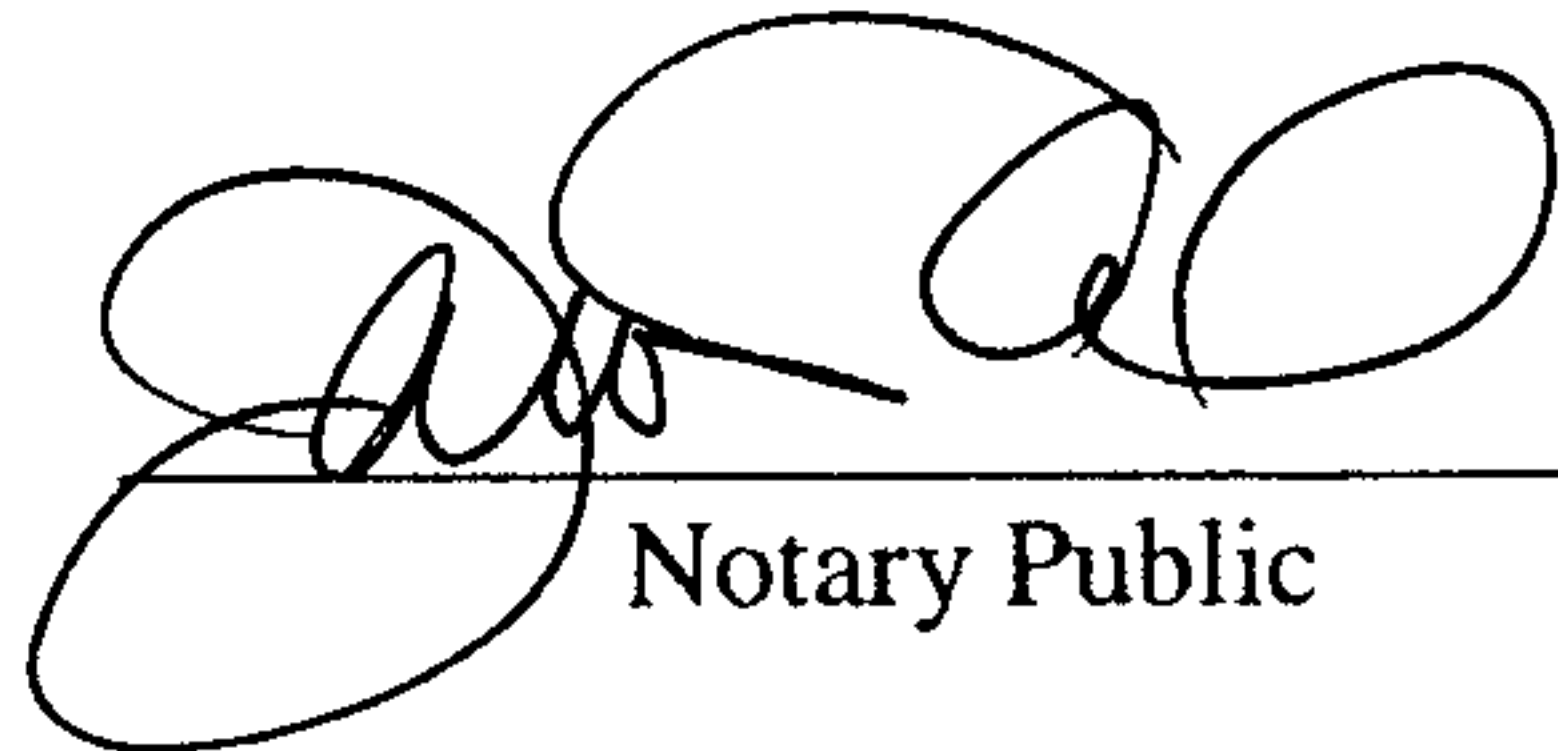
Janet Schutz
Name: Janet Schutz
Witness

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Shelby Cnty Judge of Probate, AL
12/17/2010 02:54:53 PM FILED/CERT

STATE OF NEW JERSEY)
COUNTY OF ESSEX)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John J. Clancy whose name as President/CEO of Community Education Centers, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 8th day of December, 2010.



Notary Public

[AFFIX SEAL]

JANET A. SCHULTZ
A NOTARY PUBLIC OF NEW JERSEY
My commission expires: MY COMMISSION EXPIRES DECEMBER 29, 2014

EXHIBIT A

Legal Description of the Land

PARCEL ONE:

Commence at the NE corner of Section 27, Township 21 South, Range 1 West; thence proceed in a Southerly direction along the East boundary of said Section for a distance of 849.40 feet to the point of intersection with the NW right of way line of Industrial Road; thence turn an angle of 55 degrees 51 minutes to the right and run along said right of way for a distance of 132.92 feet to the point of beginning of the parcel of land herein described; thence continue in the same direction along said right of way for a distance of 251.83 feet to a point; thence proceed along a curve to the left (concave Southeasterly and having a radius of 435.14 feet), continuing along said right of way for an arc distance of 110.30 feet to a point; thence turn an angle of 101 degrees 55 minutes 24 seconds to the right, from a tangent to the curve, and run for a distance of 272 feet to a point; thence turn an angle to 33 degrees 59 minutes 11 seconds to the right and run for a distance of 90.30 feet to a point; thence turn an angle to 2 degrees 00 minutes 01 seconds to the right and run for a distance of 60.10 feet to a point; thence turn an angle of 2 degrees 11 minutes 16 seconds to the right and run for a distance of 225.50 feet to a point; thence turn an angle of 24 degrees 28 minutes 56 seconds to the right and proceed along a curve to the right (concave Southeasterly and having a radius of 354.41 feet) for an arc distance of 227.60 feet to a point; thence turn an angle of 15 degrees 20 minutes 00 seconds to the right from a tangent to the curve, and run for a distance of 40.10 feet to a point; thence turn an angle of 4 degrees 56 minutes 28 seconds to the right and run for a distance of 125.74 feet to a point; thence turn an angle of 10 degrees 43 minutes 03 seconds to the right and run for a distance of 117.09 feet to a point; thence turn an angle of 86 degrees 17 minutes 55 seconds to the right and run for a distance of 121.72 feet to a point; thence turn an angle of 90 degrees 00 minutes 00 seconds to the left and run for a distance of 16.00 feet to a point; thence turn an angle of 90 degrees 00 minutes 00 seconds to the right and run for a distance of 434.03 feet to the point of beginning, said property lying in the NE 1/4 of Section 27, Township 21 South, Range 1 West.

Situated in Shelby County, Alabama.

According to survey of Jimmy A. Gay, RLS #8759, dated June 27, 1991, and updated revised survey of Jon P. Strength, RLS #21181, of Gonzales-Strength & Associates, updated March 21, 2002, certified March 27, 2002, Job No. 11618.

PARCEL TWO:

Commence at the Northeast corner of Section 27, Township 21 South, Range 1 West; thence run in a Southerly direction along the East line of Section 27 for a distance of 849.27 feet to a point on the Northwest right-of-way of Industrial Road; thence turn an angle to the right of 55 degrees 51 minutes 35 seconds and run in a Southwesterly direction along the Northwest right-of-way for a distance of 384.75 feet; thence turn an angle to the left of 90 degrees 00 minutes and run in a Southeasterly direction for a distance of 80.00 feet to a point on the Southeast right-of-way of Industrial Road, to the point of beginning; from said point of beginning thus obtained, thence turn an angle to the right of 90 degrees 00 minutes to the tangent of a curve to the left having a central angle of 45 degrees 24 minutes 53 seconds and a radius of 355.14 feet; thence run in a Southwesterly direction along the arc of said curve and the Southeast right-of-way of Industrial Road for a distance of 281.50 feet; thence turn an angle to the left from the tangent if extended to said curve of 44 degrees 35 minutes 10 seconds and run in a Southeasterly direction for a distance of 94.43 feet to a point at the intersection of the North right-of-way of Alabama Highway No. 70 and the Northwest right-of-way of the Southern Railroad right-of-way; thence turn an angle to the left of 90 degrees 00 minutes and run in a Northeasterly direction along the Northwest right-of-way of the Southern Railroad for distance of 523.87 feet; thence turn an angle to the left of 89 degrees 54 minutes 58 seconds and run in a Northwesterly direction for a distance of 200.26 feet to a point on the Southeast right-of-way of Industrial Road; thence turn

and angle to the left of 90 degrees 04 minutes 59 seconds and run in a Southwesterly direction along the Southeast right-of-way of Industrial Road a distance of 271.23 feet to the point of beginning.
According to survey of Jimmy A. Gay, RLS #8759, dated June 27, 1991, and updated revised survey of Jon P. Strength, RLS #21181, of Gonzales-Strength & Associates, updated March 21, 2002, certified March 27, 2002, Job No. 12288.-17267.

SCHEDULE 1.2

Permitted Encumbrances

1. The exceptions set forth in the title policy dated as of 12/17/2010 for the Collateral issued by Stewart Title Guaranty Company as Loan Policy No. M-9302-2206195
2. The lien of that certain Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of even date herewith, given by Mortgagor to Wells Fargo Capital Finance, LLC, as Agent (the "First Lien Mortgage"), subject to and in accordance with the terms of the First Lien/Second Lien Intercreditor Agreement.