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THE BANK OF NOVA SCOTIA, as Agent

and

DISCOVERER SERVICES, INC.

Between

Dated as of September 18, 1989

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

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THIS INSTRUMENT WAS PREPARED BY AND UPON RECORDING RETURN TO: 0 3 8 5 2 0 4 1 Illinois

Rex A. Palmer
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
312/782-0600

MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT (herein sometimes called "Mortgage") is made as of September 18, 1989 by and between: DISCOVERER SERVICES, INC., a corporation duly organized and validly existing under the laws of the State of Delaware, (herein, together with its successors and assigns, the "Mortgagor"), having its office at 8430 West Bryn Mawr, Suite 400, Chicago, Illinois, 60631, and The Bank of Nova Scotia, as agent (herein, in such capacity together with its successors and assigns in such capacity, called the "Mortgagee") for itself and the other Banks (defined hereinafter), located at 55 Park Place, Suite 650, Atlanta, Georgia 30303.

R E C I T A L S

A. Credit Agreement and Notes. Pursuant to a certain Credit Agreement dated August 22, 1989 (herein, as the same may be amended, supplemented, revised or restated from time to time, called the "Credit Agreement") by and between the Mortgagee (herein, the Mortgagee, together with such additional financial institutions as may from time to time become party to the Credit Agreement, called the "Senior Banks"), SPEEDY MUFFLER KING INC. an Ontario corporation ("Canadian Borrower"), SOMEBODY HOLDING CO. INC., a Delaware corporation ("U.S. Borrower") and SOMEBODY (FRANCE) HOLDING S.A., a French societe anonyme ("French Borrower") (the Canadian Borrower, U.S. Borrower and French Borrower being collectively referred to herein as the "Companies") the Senior Banks have agreed to make loans in the maximum aggregate amount of \$127,500,000, on both a revolving and a term loan basis, to the Companies, and the Mortgagor has guaranteed the obligations of the Companies thereunder. To evidence such loans the Companies have executed and delivered or will execute and deliver to the Senior Banks (i) one or more revolving Grid Promissory Notes (herein, such revolving Grid Promissory Notes, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial replacement, renewal, substitution or extension thereof, shall be called the "Revolving Notes"), each of which Revolving Notes is payable to the order of Mortgagee or a Senior Bank, on demand subject to acceleration as set forth in the Credit Agreement, and all such Revolving Notes being in the aggregate original face principal amount of up to twelve million five hundred thousand dollars (\$12,500,000) which amount shall be adjusted as set forth in the Credit Agreement, bearing interest

CORP. RESOL.
ATTACHED TO DOC # 3852038.
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as provided in the Credit Agreement on the principal amount thereof from time to time outstanding, and (ii) one or more term Grid Promissory Notes (herein, such term Grid Promissory Notes, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial replacement, renewal, substitution or extension thereof, shall be called the "Term Notes,"), each of which Term Notes is payable to the order of Mortgagee or a Senior Bank in installments, if not sooner paid, on or before December 31, 1995, subject to acceleration as provided in the Credit Agreement, and all such Term Notes being in the aggregate original face principal amount of up to one hundred fifteen million dollars (\$115,000,000) which amount shall be adjusted as set forth in the Credit Agreement, bearing interest as provided in the Credit Agreement on the principal amount thereof from time to time outstanding. The interest rate applicable to the Notes varies from time to time as set forth in the Credit Agreement. The Revolving Notes and the Term Notes are collectively referred to herein as the "Senior Notes" and the Senior Notes and the Subordinated Notes (defined below) are collectively referred to herein as the "Notes".

B. Subordinated Credit Agreement and Subordinated Notes. Pursuant to a certain Subordinated Credit Agreement dated August 22, 1989 (herein, as the same may be amended, supplemented, revised or restated from time to time, called the "Subordinated Credit Agreement") by and between the Mortgagee (herein, the Mortgagee, together with such additional financial institutions as may from time to time become party to the Subordinated Credit Agreement called the "Subordinated Banks"), the Canadian Borrower and the U.S. Borrower (the Canadian Borrower and the U.S. Borrower being collectively referred to herein as the "North American Companies"), the Subordinated Banks have agreed to make term loans in the maximum aggregate amount of \$38,000,000 to the North American Companies, and the Mortgagor has guaranteed the obligations of the North American Companies thereunder. To evidence such loans the North American Companies have executed and delivered or will execute and deliver to the Subordinated Banks one or more promissory notes (herein, such promissory notes, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial replacement, renewal, substitution or extension thereof, shall be called the "Subordinated Notes"), each of which Subordinated Notes is payable to the order of the Mortgagee or a Subordinated Bank in installments, if not sooner paid, on or before December 31, 1998, subject to acceleration as set forth in the Subordinated Credit Agreement, and all such

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Subordinated Notes being in the aggregate original face principal amount of up to \$38,000,000, which amount shall be adjusted as set forth in the Subordinated Credit Agreement, bearing interest as provided in the Subordinated Credit Agreement on the principal amount thereof from time to time outstanding. The interest rate applicable to the Subordinated Notes varies from time to time as set forth in the Subordinated Credit Agreement. The Senior Banks and the Subordinated Banks are collectively referred to herein as the ("Banks").

C. The Guaranty. The Mortgagor has executed and delivered to the Banks a certain guaranty dated of even date herewith of the obligations of the Companies to the Mortgagee pursuant to the Credit Agreement, the Subordinated Credit Agreement and the Notes (herein, such guaranty as amended, modified, increased, decreased, extended, renewed, or replaced from time to time, called the "Guaranty").

D. Loan Documents. Any and all loan agreements, (including, without limitation, the Credit Agreement, the Subordinated Credit Agreement, the Notes, the Security Documents (defined for purposes hereof as in the Credit Agreement), the Subsidiary Security Documents (defined for purposes hereof as in the Credit Agreement), the Guaranty, and any other documents and instruments executed and delivered by or for the benefit of the Companies or the Subsidiaries (defined for purposes hereof as in the Credit Agreement), whether pursuant to the terms of the Credit Agreement, the Subordinated Credit Agreement or otherwise, in connection with the Notes, the Credit Agreement, the Subordinated Credit Agreement or security therefor, or for the purpose of supplementing or amending all or any of the foregoing, all of which, as the same may be amended, modified or supplemented from time to time, are hereinafter referred to as the "Loan Documents." For purposes hereof, "Collateral Documents" shall mean the Security Documents and the Subsidiary Security Documents as the same may be amended, modified or supplemented from time to time.

E. The Liabilities. As used in this Mortgage, the term "Liabilities" means and includes all of the following: (i) all obligations to the Mortgagee and the Banks and their respective successors and assigns, of the Companies under or in connection with the Credit Agreement, the Subordinated Credit Agreement, the Notes or any of the other Loan Documents, (ii) all obligations of the Mortgagor to the Mortgagee and the Banks pursuant to the Guaranty, and (iii) all other indebtedness or obligations of the Companies, the Subsidiaries, or the Mortgagor to the Banks, in each case howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, or now or hereafter existing, or due or to become due, and including, without

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limitation, all indebtedness of any kind arising under, and all amounts of any kind which at any time become due or owing to the Mortgagee or the other Banks under or with respect to, this Mortgage, all of the covenants, obligations and agreements (and the truth of all representations and warranties to the Mortgagee and the other Banks) in, under or pursuant to the Credit Agreement, the Subordinated Credit Agreement, the Notes, this Mortgage, the other Loan Documents, the Guaranty, and any and all advances, costs or expenses paid or incurred by the Mortgagee and the other Banks to protect any or all of the Collateral (hereinafter defined) and other collateral under the Loan Documents, to perform any obligation of the Mortgagor hereunder and any obligation of the Mortgagor under or in connection with the Loan Documents or collect any amount owing to the Mortgagee and the other Banks which is secured hereby or under the Loan Documents; interest on all of the foregoing; and all costs of enforcement and collection of this Mortgage, the Loan Documents, the Guaranty, and the Liabilities (provided, however, that the amount of the Liabilities shall not exceed the maximum amount of such liability that can be incurred by the Mortgagee and secured hereby without rendering this Mortgage voidable under applicable law relating to fraudulent conveyance or fraudulent transfer).

F. The Collateral. For purposes of this Mortgage, the term "Collateral" means and includes all of the following:

(i) Real Estate. All of the land described on Exhibit A attached hereto (the "Land"), together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");

(ii) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and

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other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

(iii) Personal Property. All furniture, furnishings, equipment (including, without limitation, refinery and storage equipment, telephone and other communications equipment, building cleaning, monitoring, garbage, air conditioning, pest control and other equipment) and all other tangible property of any kind or character now or hereafter owned or acquired and used or useful in connection with the Real Estate, regardless of whether located on the Real Estate or located elsewhere including, without limitation, all rights of the Mortgagor under any lease to furniture, furnishings, fixtures and other items of personal property at any time during the term of such lease (all of the foregoing is herein referred to collectively as the "Goods");

(iv) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles relating to the Real Estate or the Improvements and all accounts, contract rights, franchise agreements, instruments, chattel paper and other rights of the Mortgagor for payment of money to it for property sold or lent by it, for services rendered by it, for money lent by it, or for advances or deposits made by it, and any other intangible property related to the Real Estate or the Improvements (all of the foregoing is herein referred to collectively as the "Intangibles");

(v) Rents. All rents, issues, profits, franchise payments, royalties, avails, income and other benefits derived or owned by the Mortgagor directly or indirectly from the Real Estate or the Improvements (all of the foregoing is herein collectively called the "Rents");

(vi) Leases. All rights of the Mortgagor under all leases, licenses, franchise agreements, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any person agrees to pay money to the Mortgagor or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases");

(vii) Contracts for Construction or Services. All rights

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of the Mortgagor, if any, under any contracts executed by the Mortgagor with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Real Estate or the Improvements, including any architect's contract (all of the foregoing is herein referred to collectively as the "Contracts for Construction");

(viii) Contracts for Sale or Financing. All rights of the Mortgagor, if any, as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which the Mortgagor has, with the prior written consent of the Mortgagee, obtained the agreement of any Person to pay or disburse any money for the Mortgagor's sale (or borrowing on the security) of the Collateral or any part thereof (all of the foregoing is herein referred to collectively as the "Contracts for Sale"); and

(ix) Other Property. All other property or rights of the Mortgagor of any kind or character related to the Real Estate or the Improvements, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing. (All of the Real Estate and the Improvements, and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises.")

G. Other Defined Terms. Capitalized terms used but not defined herein shall have the meanings given such terms in the Credit Agreement.

G R A N T

NOW THEREFORE, for and in consideration of the Mortgagee or the Banks making loans or other financial accommodations to or for the benefit of the Mortgagor and the Companies, including sums advanced under the Notes and in consideration of the various agreements contained herein, in the Notes, the Credit Agreement, the Guaranty, and any other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, and in order to secure the full, timely and proper payment and performance of each and every one of the Liabilities,

THE MORTGAGOR HEREBY MORTGAGES, WARRANTS, CONVEYS, TRANSFERS AND ASSIGNS THE PREMISES TO THE MORTGAGEE FOR THE BENEFIT OF THE BANKS, AND GRANTS TO THE MORTGAGEE AND ITS RESPECTIVE SUCCESSORS FOR THE BENEFIT OF THE BANKS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FOREVER A CONTINUING SECURITY INTEREST IN AND TO, ALL OF THE COLLATERAL,

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TO HAVE AND TO HOLD the Collateral unto the Mortgagee and its successors forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the state or other jurisdiction in which the Real Estate is located providing for the exemption of homesteads from sale on execution or otherwise.

The Mortgagor hereby covenants with and warrants to the Mortgagee and the Banks and with the purchaser at any foreclosure sale: that at the execution and delivery hereof it is well seized of the Premises, and of a good, indefeasible estate therein, in fee simple; that the Collateral is free from all encumbrances whatsoever (and any claim of any other Person [defined below] thereto) other than the lien and security interest granted to the Mortgagee for the benefit of the Banks herein and the Permitted Encumbrances (defined for purposes hereof as in the Credit Agreement); that it has good and lawful right to sell, mortgage and convey the Collateral; and that it and its successors and assigns will forever warrant and defend the Collateral against all claims and demands whatsoever with the exception of the Permitted Encumbrances. As used herein, "Person" shall mean an individual, partnership, joint venture, corporation, trust, association, firm, joint stock company, unincorporated association or other entity.

I. COVENANTS AND AGREEMENTS OF THE MORTGAGOR

Further to secure the payment and performance of the Liabilities, the Mortgagor hereby covenants, warrants and agrees with the Mortgagee and the Banks as follows:

1.1. Payment of Liabilities. The Mortgagor agrees that it will pay, timely and in the manner required in the appropriate documents or instruments, all amounts due under the Guaranty and all amounts due under this Mortgage. All sums payable by the Mortgagor hereunder shall be paid without demand, counterclaim, offset, deduction or defense. The Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any such demand, offset, or deduction.

1.2. Payment of Taxes. The Mortgagor will pay or cause to be paid before delinquent all taxes and assessments, general or special, and any and all levies, claims, charges, expenses and liens, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, due or to become due, that may be levied, assessed, made, imposed or charged on or against the Collateral or any property used in connection therewith, and

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will pay before due any tax or other charge on the interest or estate in lands created or represented by this Mortgage or by any of the Loan Documents, whether levied against the Mortgagor, the Mortgagee, the Banks or otherwise, and will submit to the Mortgagee all receipts showing payment of all of such taxes, assessments and charges; provided, however, that the Mortgagor shall not (unless otherwise required by law) be required to pay any such taxes, assessments, levies, claims, charges, expenses or liens which are being contested in good faith and by appropriate proceedings and as to which reserves are being maintained in accordance with generally accepted accounting principles (defined for purposes hereof as in the Credit Agreement) so long as forfeiture of any part of the Collateral will not result from the failure of the Mortgagor to pay any such taxes, assessments, levies, claims, charges, expenses or liens during the period of any such contest.

1.3. Maintenance and Repair. The Mortgagor will: not abandon the Premises; except in the ordinary course of its business, not do or suffer anything to be done which would materially depreciate or impair the value of the Collateral or the security of this Mortgage; not remove or demolish any material portion of the Improvements; pay promptly for all labor and materials for all construction, repairs and improvements to or on the Premises; not make any material changes, additions or alterations to the Premises or the Improvements except as required by any applicable governmental requirement or as otherwise approved in writing by the Mortgagee; maintain, preserve and keep the Goods and the Improvements in good, safe and insurable condition and repair, reasonable wear and tear excepted, and promptly make any needful and proper repairs, replacements, renewals, additions or substitutions required by wear, damage, obsolescence or destruction; not commit, suffer, or permit waste of any part of the Premises; and maintain all grounds and abutting sidewalks in good and neat order and repair.

1.4. Sales; Liens. Except as permitted under the Credit Agreement, the Mortgagor will not: sell, contract to sell, assign, transfer or convey, or permit to be transferred or conveyed, the Collateral or any part thereof or any interest or estate in any thereof (including any conveyance into a trust or any conveyance of the beneficial interest in any trust that may be holding title to the Premises) or remove any of the Collateral from the Premises or from the state in which the Real Estate is located; or create, suffer or permit to be created or to exist any mortgage, lien, claim, security interest, charge, encumbrance or other right or claim of any kind whatsoever upon the Collateral or any part thereof, except the Permitted Encumbrances.

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1.5. Access by the Mortgagee. The Mortgagor will at all times: deliver to the Mortgagee either all of its executed originals (in the case of chattel paper or instruments where perfection is obtained by possession) or certified copies (in all other cases) of all Leases, agreements creating or evidencing Intangibles, Contracts for Construction, Contracts for Sale, all amendments and supplements thereto, and any other document which is, or which evidences, governs, or creates, Collateral; and permit the Mortgagee and its agents and designees, to inspect the Premises at reasonable times upon reasonable prior notice.

1.6. Stamp and Other Taxes. If the Federal, or any state, county, local, municipal or other, government or any subdivision of any thereof having jurisdiction, shall levy, assess or charge any tax (excepting therefrom any income or gross receipts tax on the Banks), assessment or imposition upon this Mortgage, the Notes, any of the other Liabilities, or any of the other Loan Documents, the interest of the Mortgagee in the Collateral, or any of the foregoing, or upon the Banks by reason of or as holder of any of the foregoing, or shall at any time or times require revenue stamps to be affixed to this Mortgage, the Notes, or any of the other Loan Documents, the Mortgagor shall pay all such taxes and stamps to or for the Banks as they become due and payable. If any law or regulation is enacted or adopted permitting, authorizing or requiring any tax, assessment or imposition to be levied, assessed or charged, which law or regulation prohibits the Mortgagor from paying the tax, assessment, stamp, or imposition to or for the Mortgagee or the Banks, then all sums hereby secured shall become immediately due and payable at the option of the Mortgagee. Thereafter, if the Mortgagor fails to make payment of all such sums within ten Banking Days after receipt of the Mortgagee's written demand therefor, such failure shall constitute a Default (hereinafter defined) hereunder and all sums hereby secured shall become immediately due and payable at the option of the Mortgagee.

1.7. Insurance.

(a) The Mortgagor will at all times maintain or cause to be maintained on the Goods, the Improvements and on all other Collateral, all insurance required under the Credit Agreement or the Subordinated Credit Agreement.

(b) The Mortgagor hereby empowers the Mortgagee, in its discretion, to settle, compromise and adjust any and all claims or rights under any insurance policy maintained by the Mortgagor relating to the Collateral; provided that prior to the occurrence of a Default, Mortgagee will not settle, compromise or adjust any such claim or right without Mortgagor's reasonable consent. In the event of foreclosure of this Mortgage or other transfer of

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title to the Premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amounts owing on any insurance policy or resulting from any condemnation, to rebuild or replace any damaged or destroyed Improvements or other Collateral or to perform any other act hereunder. The Mortgagee shall not by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of insurance contracts, solvency of insurance companies, or payment or defense of lawsuits, and the Mortgagor hereby expressly assumes full responsibility therefor and all liability, if any, with respect thereto.

(c) Except as provided in this Section 1.7(c), any compensation, awards, proceeds, damages, claims, insurance recoveries, Condemnation Awards (defined in Section 1.8), or payments (collectively, "Proceeds") which Mortgagor may receive or to which Mortgagor may become entitled with respect to the Collateral or any part thereof in the event of any damage or destruction to or a partial condemnation or other partial taking of the Collateral shall be paid to the Mortgagee and may, in the sole discretion of the Mortgagee, be applied to the repair and restoration of the Collateral or held by the Mortgagee as collateral for, and/or then or at any time thereafter applied (after deducting any costs of collection) in whole or in part by the Mortgagee against, all or any part of the Liabilities in such order as the Mortgagee shall elect. Any surplus of such Proceeds held by the Mortgagee and remaining after payment in full of all the Liabilities shall be paid over to the Mortgagor or to whomsoever may be lawfully entitled to receive such surplus. The first sentence of this Section 1.7(c) notwithstanding, provided that no Default (as defined in Article II) or Unmatured Default (defined below) has occurred and is continuing, and provided further that the zoning, building or other land use ordinances then in effect governing the Premises permit the rebuilding or restoration of the Collateral, Mortgagor shall apply any Proceeds from any damage, destruction or partial condemnation which is less than \$200,000 per occurrence for the repair and restoration of the Collateral so damaged, destroyed or taken. Any such Proceeds which are not so used by Mortgagor shall be paid over to and applied by Mortgagee as provided above. With respect to any damage, destruction or condemnation for which all Proceeds or Condemnation Awards are paid to Mortgagee as required herein and for which Mortgagee in its sole discretion does not make such Proceeds or Condemnation Awards available for repair or restoration, Mortgagor shall not be required to repair or restore the Collateral so damaged, destroyed or taken. For purposes of

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this provision, "Unmatured Default" means any default, breach or failure of performance or observance which, with the passage of time, giving of notice, or both, would constitute a Default.

1.8. Eminent Domain. In case the Collateral, or any part or interest in any thereof, is taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation and awards of any kind whatsoever (referred to collectively herein as "Condemnation Awards") which may be paid for any property taken or for damages to any property not taken (all of which the Mortgagor hereby assigns to the Mortgagee), and all Condemnation Awards so received shall be forthwith applied by the Mortgagee, as it may elect in its sole and unreviewable discretion, to the prepayment of the Notes or any of the other Liabilities, or to the repair and restoration of any property not so taken or damaged; provided, however, that any Condemnation Awards payable by reason of the taking of less than all of the Collateral shall be made available to the extent required, as determined by the Mortgagee in its reasonable discretion, for the repair or restoration of any Collateral not so taken as provided in and subject to the conditions set forth in the third sentence of Section 1.7(c) hereof. The Mortgagor hereby empowers the Mortgagee, in the Mortgagee's absolute discretion to settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Collateral or any portion thereof; provided that prior to the occurrence of a Default, Mortgagee will not settle, compromise or adjust any such claim or right without Mortgagor's reasonable consent.

1.9. Utilities. The Mortgagor will pay or cause to be paid all utility charges incurred in connection with the Collateral promptly when due and maintain all utility services available for use at the Premises.

1.10. Contract Maintenance; Other Agreements; Leases. The Mortgagor will, for the benefit of the Mortgagee, fully and promptly keep, observe, perform and satisfy each material obligation, condition, covenant, and restriction of the Mortgagor affecting the Premises or imposed on it under any material agreement between Mortgagor and a third party relating to the Collateral or the Liabilities secured hereby, including, without limitation, the Leases, the Contracts for Sale, Contracts for Construction and the Intangibles (collectively, the "Third Party Agreements"), so that there will be no material default thereunder and so that the Persons (other than the Mortgagor) obligated thereon shall be and remain at all times obligated to perform for the benefit of the Mortgagee; and the Mortgagor will not permit to exist any condition, event or fact which could allow or serve as a basis or justification for any such Person to

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avoid such performance. Without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, the Mortgagor shall not (i) make or permit any termination or material amendment of the rights of the Mortgagor under any material Third Party Agreement; (ii) collect rents or the proceeds of any Leases or Intangibles more than 30 days before the same shall be due and payable; (iii) materially modify or amend any Leases, or, except where the lessee is in default, cancel or terminate the same or accept a surrender of the leased premises; (iv) consent to the assignment or subletting of the whole or any portion of any lessee's interest under any Leases, or grant any options to renew; or (v) in any other manner impair Mortgagee's rights and interest with respect to the Rents. The Mortgagor shall promptly deliver to the Mortgagee copies of any demands or notices of default received by the Mortgagor in connection with any Third Party Agreement and allow the Mortgagee the right, but not the obligation, to cure any such default. All security or other deposits, if any, received from tenants under the Leases shall be segregated and maintained in an account satisfactory to the Mortgagee and in compliance with the law of the state where the Premises are located and with an institution satisfactory to the Mortgagee.

1.11. No Assignments; Future Leases. The Mortgagor will not cause or permit any Rents, Leases, Contracts for Sale, or other contracts relating to the Premises to be assigned, transferred, conveyed, pledged or disposed of to any party other than the Mortgagee for the benefit of the Banks without first obtaining the express written consent of the Mortgagee to any such assignment or permit any such assignment to occur by operation of law. In addition, the Mortgagor shall not cause or permit all or any portion of or interest in the Premises or the Improvements to be leased (that word having the same meaning for purposes hereof as it does in the law of landlord and tenant) directly or indirectly to any Person, except with the prior written consent of the Mortgagee and, if granted, under Leases approved in writing by the Mortgagee, which consent and approval shall not be unreasonably withheld.

1.12. Assignment of Leases and Rents and Collections.

(a) All of the Mortgagor's interest in and rights under the Leases now existing or hereafter entered into, and all of the Rents, whether now due, past due, or to become due, and including all prepaid rents and security deposits, and all other amounts due with respect to any of the other Collateral, are hereby absolutely, presently and unconditionally assigned and conveyed to the Mortgagee for the benefit of the Banks to be applied by the Mortgagee in payment of all sums due under the Guaranty, the Notes and the other Liabilities. Prior to the occurrence of any

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Default, the Mortgagor shall have a license to collect and receive all Rents and other amounts and to otherwise exercise all rights and remedies under the Leases, which license shall be terminated at the sole option of the Mortgagee, without regard to the adequacy of its security hereunder and without notice to or demand upon the Mortgagor, upon the occurrence of any Default. It is understood and agreed that neither the foregoing assignment to the Mortgagee for the benefit of the Banks nor the exercise by the Mortgagee of any of its rights or remedies under Article IV hereof shall be deemed to make the Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or any portion thereof, unless and until the Mortgagee, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Collateral by any court at the request of the Mortgagee or by agreement with the Mortgagor, or the entering into possession of any part of the Collateral by such receiver, be deemed to make the Mortgagee a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or operation of all or any portion thereof. Upon the occurrence of any Default, this shall constitute a direction to and full authority to each lessee under any Leases, each guarantor of any of the Leases and any other Person obligated under any of the Collateral to pay all Rents and other amounts to the Mortgagee without proof of the Default relied upon. The Mortgagor hereby irrevocably authorizes each such Person to rely upon and comply with any notice or demand by the Mortgagee for the payment to the Mortgagee of any Rents and other amounts due or to become due.

(b) The Mortgagor shall at all times fully perform the obligations of the lessor under all Leases. The Mortgagor shall at any time or from time to time, upon request of the Mortgagee, transfer and assign to the Mortgagee in such form as may be satisfactory to the Mortgagee, the Mortgagor's interest in the Leases, subject to and upon the condition, however, that prior to the occurrence of any Default the Mortgagor shall have a license to collect and receive Rents under such Leases and to exercise all rights and remedies under such Leases as set forth in paragraph (a) above.

(c) The Mortgagee shall have the right to assign its right, title and interest in any Leases to any subsequent holder of this Mortgage or any participating interest therein or to any Person acquiring title to all or any part of the Collateral through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to the Mortgagee.

1.13. The Mortgagee's Performance. If the Mortgagor fails to pay or perform any of its obligations herein contained

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(including payment of expenses of foreclosure and court costs), after any applicable grace or cure period provided herein or in the Credit Agreement or the Subordinated Credit Agreement, the Mortgagee may (but need not), upon notice to the Mortgagor, make any payment or perform (or cause to be performed) any obligation of the Mortgagor hereunder, in any form and manner deemed expedient by the Mortgagee. Any amount so paid or expended (plus reasonable compensation to the Mortgagee for its out-of-pocket and other expenses for each matter for which it acts under this Mortgage), with interest thereon at the Default Rate, shall be added to the principal debt hereby secured and shall be repaid to the Mortgagee upon demand. By way of illustration and not in limitation of the foregoing, the Mortgagee may (but need not) do all or any of the following: make payments of principal or interest or other amounts on any lien, encumbrance or charge on any of the Collateral; complete construction; make repairs; collect rents; prosecute collection of the Collateral or proceeds thereof; and purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof; contest any tax or assessment; and redeem from any tax sale or forfeiture affecting the Premises. In making any payment or securing any performance relating to any obligation of the Mortgagor hereunder, the Mortgagee shall be the sole judge of the legality, validity and amount of any lien or encumbrance and of all other matters necessary to be determined in satisfaction thereof. No such action of the Mortgagee shall ever be considered as a waiver of any right accruing to it on account of the occurrence of any matter which constitutes a Default.

1.14. Subrogation. To the extent that the Mortgagee on or after the date hereof, pays any sum under any provision of law or any instrument or document creating any lien or other interest prior or superior to the lien of this Mortgage, or the Mortgagor or any other Person pays any such sum with the proceeds of the loan secured hereby, Mortgagee shall have and be entitled to a lien or other interest on the Collateral equal in priority to the lien or other interest 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 the Mortgagee in securing the Liabilities.

1.15. Hazardous Material.

(a) The Mortgagor shall use and operate the Premises and Collateral in material compliance with all Environmental Laws, keep all material permits, approvals, certificates, licenses and other authorizations relating to environmental matters in effect and remain in material compliance therewith, and handle all Hazardous Materials in material

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compliance with all applicable Environmental Laws. The Mortgagor shall immediately notify the Mortgagee and provide copies upon receipt of all written claims, complaints, notices or inquiries relating to the condition of the Premises and the Collateral or compliance with Environmental Laws, which claims, complaints, notices or inquiries relate to matters which would have, or may reasonably be expected to have, a material adverse effect on the financial condition, operations, assets, business, properties or prospects of the Mortgagor, and shall proceed diligently to resolve to the reasonable satisfaction of the Mortgagee any such claims, complaints, notices or inquiries relating to compliance with Environmental Laws. The Mortgagor shall provide such information and certifications which the Mortgagee may reasonably request from time to time to evidence compliance with this Section 1.15(a); and undertake such environmental audits on the Premises as the Mortgagee may reasonably request.

(b) The Mortgagor hereby agrees to indemnify, exonerate and hold the Mortgagee and the Banks and each of their respective officers, directors, employees and agents (collectively the "Indemnified Parties") free and harmless from and against any and all claims, demand, actions, causes of action, suits, losses, costs, charges, liabilities and damages, and expenses in connection therewith, including, without limitation, reasonable legal fees and out of pocket disbursements, of any and every kind whatsoever paid (collectively, the "Indemnified Liabilities"), incurred or suffered by, or asserted against, the Indemnified Parties or any of them for, with respect to, or as a direct or indirect result of, (i) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Premises or any other real property legally or beneficially owned (or any estate or interest which is owned) or operated by the Mortgagor of any Hazardous Material (including, without limitation, any claims, demands, actions, causes of action, suits, losses, costs, charges, liabilities and damages, asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act of the United States, any so-called "Superfund" or "Superlien" law, or any other federal, provincial, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any Hazardous Material), and (ii) any of the conditions with respect to the Premises disclosed in Schedule F to the Credit Agreement, regardless of whether caused by, or within the control of, the Mortgagor, except for any such Indemnified Liabilities arising on account of the relevant Indemnified Party's gross negligence or willful misconduct. All obligations provided for in this Section 1.15(b) shall survive termination of this Mortgage and shall not

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be reduced or impaired by any investigation made by or on behalf of the Mortgagee or any Bank.

II. D E F A U L T

Each of the following shall constitute a default ("Default") hereunder:

2.1. The Loan Documents. The occurrence of an event of default under Section 13.01 of the Credit Agreement or an event of default under the Subordinated Credit Agreement.

2.2. Provisions of this Mortgage. (i) The occurrence of an event designated a Default by Section 1.6 of this Mortgage, or (ii) a breach or failure of due observance or performance of any covenant or provision of this Mortgage, which breach or failure is not specifically designated a Default hereunder and which is not remedied within ten Banking Days after written notice has been given to do so by Mortgagee to Mortgagor; provided that, in the case of any breach or failure which in the opinion of the Mortgagee is unintentional and which cannot be cured within such ten Banking Day period, if the cure thereof shall be commenced reasonably promptly, but in any event within five Banking Days after notice thereof, and continuously prosecuted with diligence thereafter, the period within which such breach or failure may be cured shall be extended for an additional period of time (but in no event to exceed 20 days in addition to the initial ten Banking Day period) as may be reasonably necessary to cure such breach or failure with diligence.

2.3. Environmental Matters. Except as disclosed in the Credit Agreement, any of the following statements is not true or correct or ceases to be true and correct and any such statement continues to be untrue or incorrect for a period of ten Banking Days following notice of same having been given to Mortgagor by Mortgagee (provided that, if such inaccuracy is capable of being cured, but cannot be cured within such ten Banking Day period, if the cure thereof shall be commenced reasonably promptly, but in any event within five Banking Days after notice of such inaccuracy, and continuously prosecuted with diligence thereafter, the period within which such inaccuracy may be cured shall be extended for an additional period of time (but in no event to exceed 20 days in addition to the initial ten Banking Day period) as may be reasonably necessary to cure such inaccuracy with diligence):

(i) the Premises (including underlying groundwater) have been, and continue to be, owned by the Mortgagor in material compliance with all Environmental Laws;

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(ii) there have been no past, and there are no pending or threatened (in writing):

(1) claims, complaints, notices or requests for information received by the Mortgagor with respect to any alleged material violation of any Environmental Law, or

(2) complaints, notices or inquiries to any of the Companies regarding potential liability under any Environmental Law which liability might be in excess of \$250,000 or which could have a material adverse effect on the Mortgagor or on the Mortgagor's ability to perform its obligations to the Bank hereunder or under any of the Loan Documents;

(iii) there have been no Releases of Hazardous Materials at, on or under the Premises or any property now or previously owned or leased by the Mortgagor that, singly or in the aggregate, have, or may reasonably be expected to have, a material adverse effect on the financial condition, operations, assets, business, properties or prospects of the Mortgagor;

(iv) the Mortgagor has been issued and is in material compliance with all permits, certificates, approvals, licenses and other authorizations which are necessary or desirable under any Environmental Laws to carry on its business;

(v) the Premises is not listed or proposed for listing on the National Priorities List pursuant to CERCLA, on the CERCLIS or on any similar state list of sites requiring investigation or clean-up;

(vi) there are no underground storage tanks, active or abandoned, including petroleum storage tanks, on or under the Premises that, singly or in the aggregate with storage tanks at any other property now or previously owned or leased by the Mortgagor, have, or may reasonably be expected to have, a material adverse effect on the financial condition, operations, assets, business, properties or prospects of the Mortgagor;

(vii) the Mortgagor has not directly transported or directly arranged for the transportation of any Hazardous Material from the Premises to any location which is listed or proposed for listing on the National Priorities List pursuant to CERCLA, on the CERCLIS or on any similar state list or which is the subject of federal, state or local enforcement actions or other investigations which may lead

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to material claims against the Mortgagor for any remedial work, damage to natural resources or personal injury, including claims under CERCLA;

(viii) there are no polychlorinated biphenyls or friable asbestos present at the Premises that, singly or in the aggregate with any such substances at any other property now or previously owned or leased by the Mortgagor have, or may reasonably be expected to have, a material adverse effect on the financial condition, operations, assets, business, properties or prospects of the Mortgagor; and

(ix) to the knowledge of the Mortgagor, no conditions exist at, on or under the Premises which, with the passage of time or the giving of notice or both, would give rise to liability under any Environmental Law which liability could have a material adverse effect on the Mortgagor's ability to perform its obligations to the Mortgagee and the Banks hereunder or under any other of the Loan Documents.

III. R E M E D I E S

3.1. Remedies Cumulative. No remedy or right of the Mortgagee hereunder or under the Notes or any of the other Loan Documents, or otherwise, or available under applicable law or in equity, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law or in equity. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Default shall impair any such remedy or right or be construed to be a waiver of any such Default or an acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee, expressed herein shall be in addition to, and not in limitation of, those provided by law or in equity or in the Guaranty, the Credit Agreement, the Subordinated Credit Agreement, the Notes, or any other Loan Documents or any other written agreement or instrument relating to any of the Liabilities or any security therefor.

3.2. Possession of Premises; Remedies under Notes and Loan Documents. The Mortgagor hereby waives all right to the possession, income, and rents of the Premises from and after the occurrence of any Default and acceleration of the indebtedness under either the Credit Agreement or the Subordinated Credit Agreement ("Acceleration"), and the Mortgagee is hereby expressly authorized and empowered, at and following any such occurrence,

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to enter into and upon and take possession of the Premises or any part thereof, to complete any construction in progress thereon at the expense of the Mortgagor, to lease the same, to collect and receive all Rents and to apply the same, less the necessary or appropriate expenses of collection thereof, either for the care, operation and preservation of the Premises or, at the election of the Mortgagee in its sole discretion, to a reduction of such of the Liabilities in such order as the Mortgagee may from time to time elect. From and after the occurrence of any Default and Acceleration, the Mortgagee, in addition to the rights provided under the Notes and any other Loan Documents is also hereby granted full and complete authority to enter upon the Premises, employ watchmen to protect the Goods and Improvements from depredation or injury and to preserve and protect the Collateral, and to continue any and all outstanding contracts for the erection and completion of Improvements to the Premises, to make and enter into any contracts and obligations wherever necessary in its own name, and to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of the Mortgagor. All such expenditures by the Mortgagee shall be Liabilities hereunder. Upon the occurrence of any Default, the Mortgagee may also exercise any or all rights or remedies under the Notes and any other Loan Documents and applicable law.

3.3. Foreclosure; Receiver. Upon the occurrence of any Default and Acceleration, the Mortgagee shall also have the right immediately to foreclose this Mortgage. Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of the Mortgagee or at any time thereafter, either before or after foreclosure sale, and without notice to the Mortgagor or to any party claiming under the Mortgagor and without regard to the solvency or insolvency at the time of such application of any Person then liable for the payment of any of the Liabilities, without regard to the then value of the Premises or whether the same shall then be occupied, in whole or in part, as a homestead, by the owner of the equity of redemption, and without requiring any bond from the complainant in such proceedings, appoint a receiver for the benefit of the Mortgagee, with power to take possession, charge, and control of the Premises, to lease the same, to keep the buildings thereon insured and in good repair, and to collect all Rents during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during any period of redemption.

The court may, from time to time, authorize said receiver to apply the net amounts remaining in its hands, after deducting reasonable compensation for the receiver and its counsel as allowed by the court, in payment (in whole or in part) of any or all of the Liabilities, including without limitation the following, in such order of application as the Mortgagee may

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elect: (i) amounts due under the Guaranty, the Notes, or the Loan Agreements, (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage, (iii) costs and expenses of foreclosure and litigation upon the Premises, (iv) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Premises, (v) any other lien or charge upon the Premises that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same and (vi) all moneys advanced by the Mortgagee to cure or attempt to cure any Default by the Mortgagor in the performance of any obligation or condition contained in any Loan Documents or this Mortgage or otherwise, to protect the security hereof provided herein, or in any Loan Documents, with interest on such advances at the Default Rate. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor, upon reasonable request. This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Premises, as the Mortgagee may elect, until all of the Premises have been foreclosed against and sold. As part of the foreclosure, the Mortgagee in its discretion may, with or without entry, personally or by attorney, sell to the highest bidder all or any part of the Premises, and all right, title, interest, claim and demand therein, and the right of redemption thereof, as an entirety, or in separate lots, as Mortgagee may elect, and in one sale or in any number of separate sales held at one time or at any number of times, all in any manner and upon such notice as provided by applicable law. Upon the completion of any such sale or sales, Mortgagee shall transfer and deliver, or cause to be transferred and delivered, to the purchaser or purchasers the property so sold, in the manner and form as provided by applicable law, and Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of Mortgagor, in its name and stead, to make all necessary transfers of property thus sold, and for that purpose Mortgagee may execute and deliver, for and in the name of Mortgagor, all necessary instruments of assignment and transfer, Mortgagor hereby ratifying and confirming all that said attorney-in-fact shall lawfully do by virtue hereof. In the case of any sale of the Premises pursuant to any judgment or decree of any court at public auction or otherwise, Mortgagee may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Notes and any claims for the debt in order that there may be credited as paid on the purchase price the amount of the debt. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection or collection of this security, including court costs, attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by the Mortgagor.

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3.4. Remedies for Leases and Rents. Upon the occurrence of any Default and Acceleration, then, whether before or after institution of legal proceedings to foreclose the lien of this Mortgage or before or after the sale thereunder, the Mortgagee shall be entitled, in its discretion, to do all or any of the following: (i) enter and take actual possession of the Premises, the Rents, the Leases and other Collateral relating thereto or any part thereof personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto; (iii) hold, operate, manage and control the Premises, the Rents, the Leases and other Collateral relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents, the Leases and other Collateral relating thereto (including actions for the recovery of rent, actions in forceable detainer and actions in distress of rent); (iv) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (v) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof; (vi) make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (vii) insure and reinsure the Collateral for all risks incidental to the Mortgagee's possession, operation and management thereof; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Collateral, as the Mortgagee in its discretion may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after any Default and Acceleration without notice to the Mortgagor or any other Person. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) to the payment of taxes, charges and special assessments, the costs of all repairs,

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decorating, renewals, replacements, alterations, additions, betterments and improvements of the Collateral, including the cost from time to time of installing, replacing or repairing the Collateral, and of placing the Collateral in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and (c) to the payment of any Liabilities. The entering upon and taking possession of the Premises, or any part thereof, and the collection of any Rents and the application thereof as aforesaid shall not cure or waive any Default theretofore or thereafter occurring or affect any notice or Default hereunder or invalidate any act done pursuant to any such Default or notice, and, notwithstanding continuance in possession of the Premises or any part thereof by the Mortgagee or a receiver and the collection, receipt and application of the Rents, the Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law or in equity upon or after the occurrence of a Default. Any of the actions referred to in this Section 3.4 may be taken by the Mortgagee without regard to the adequacy of the security for the indebtedness hereby secured.

3.5. Personal Property. Upon the occurrence of any Default and Acceleration, the Mortgagee may exercise, with respect to so much of the Collateral as is personal property under applicable law, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party or default under the Uniform Commercial Code as in effect in the state in which the Premises are located ("UCC") (whether or not the UCC applies to the affected Collateral) and also may (i) require Mortgagor to, and Mortgagor hereby agrees that it will at its expense and upon request of the Mortgagee forthwith, assemble all or part of Mortgagor's Collateral as directed by the Mortgagee and make it available to the Mortgagee a place to be designated by the Mortgagee and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Mortgagee's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Mortgagee may deem commercially reasonable. Mortgagor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Mortgagor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Mortgagee shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Mortgagee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Mortgagor agrees that in any sale of any of the Collateral the Mortgagee is authorized to comply with any limitation or restriction in

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connection with such sale as counsel may advise the Mortgagee is necessary in order to avoid any violation of applicable law (including, without limitation, compliance with such procedures as may restrict the number of prospective bidders or purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Collateral), or in order to obtain any required approval of the sale or of the purchaser by any governmental or regulatory authority or official, and Mortgagor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Mortgagee be liable in or accountable to Mortgagor for any discount allowed by reason of the fact that such Collateral was sold in compliance with any such limitation or restriction. Any proceeds of any disposition by the Mortgagee of any of the Collateral may be applied by the Mortgagee to the payment of expenses in connection with the Collateral, including attorneys' fees and legal expenses, and any balance of such proceeds shall be applied by the Mortgagee toward the payment of such of the Liabilities and in such order of application as the Mortgagee may from time to time elect. The Mortgagor hereby expressly waives presentment, demand, notice of dishonor, protest and notice of protest in connection with the Notes and, to the fullest extent permitted by applicable law, any and all other notices, demands, advertisements, hearings or process of law in connection with the exercise by the Mortgagee of any of its rights and remedies hereunder. The Mortgagor hereby constitutes the Mortgagee its attorney-in-fact with full power of substitution to take possession of the Collateral upon any Default and Acceleration and, as the Mortgagee in its sole discretion deems necessary or proper, to execute and deliver all instruments required by the Mortgagee to accomplish the disposition of the Collateral; this power of attorney is a power coupled with an interest and is irrevocable while any of the Liabilities are outstanding.

3.6. Performance of Third Party Agreements. The Mortgagee may, in its sole discretion at any time after the occurrence of a Default and Acceleration (or prior thereto if so provided elsewhere in this Mortgage), notify any Person obligated to the Mortgagor under or with respect to any Third Party Agreements of the existence of a Default, require that performance be made directly to the Mortgagee at the Mortgagor's expense, advance such sums as are necessary or appropriate to satisfy the Mortgagor's obligations thereunder and exercise, on behalf of the Mortgagor, any and all rights of the Mortgagor under the Third Party Agreements as the Mortgagee, in its sole discretion, deems necessary or appropriate; and the Mortgagor agrees to cooperate

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with the Mortgagee in all ways reasonably requested by the Mortgagee (including the giving of any notices requested by, or joining in any notices given by, the Mortgagee) to accomplish the foregoing.

3.7. No Liability on the Mortgagee. Notwithstanding anything contained herein, the Mortgagee and the Banks 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, whether hereunder, under any of the Third Party Agreements or otherwise. The Mortgagor shall and does hereby agree to indemnify against and hold the Mortgagee and the Banks harmless of and from (except to the extent arising on account of the Mortgagee's or Banks' gross negligence or willful misconduct): any and all liabilities, losses or damages which the Mortgagee or any Bank may incur or pay under or with respect to any of the Collateral or under or by reason of any exercise of rights hereunder; and any and all claims and demands whatsoever which may be asserted against the Mortgagee or any Bank by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Collateral or in any of the contracts, documents or instruments evidencing or creating any of the Collateral. The Mortgagee and the Banks shall not have responsibility for the control, care, management or repair of the Premises or be responsible or liable for any negligence (other than gross negligence) in the management, operation, upkeep, repair or control of the Premises resulting in loss, injury or death to any tenant, licensee, employee, stranger or other Person. Except for gross negligence or willful misconduct, no liability shall be enforced or asserted against the Mortgagee or any Bank in its exercise of the powers granted to the Mortgagee under this Mortgage, and the Mortgagor expressly waives and releases any such liability. Should the Mortgagee or any Bank incur any such liability, loss or damage under any of the Third Party Agreements or under or by reason hereof, or in the defense of any claims or demands, the Mortgagor agrees to reimburse the Mortgagee or such Bank immediately upon demand for the full amount thereof, including costs, expenses and attorneys' fees (except to the extent arising on account of the relevant Mortgagee's or Bank's gross negligence or willful misconduct).

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IV. G E N E R A L

4.1. Permitted Acts. The Mortgagor agrees that, without affecting or diminishing in any way the liability of the Mortgagor or any other Person (except any Person expressly released in writing by the Mortgagee) for the payment or performance of any of the Liabilities or for the performance of

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any obligation contained herein or affecting the lien hereof upon the Collateral or any part thereof, the Mortgagee may at any time and from time to time, without notice to or the consent of any Person, release any Person liable for the payment or performance of the Notes or any of the other Liabilities or any guaranty given in connection therewith; extend the time for, or agree to alter the terms of payment of, any indebtedness under the Notes or any of the other Liabilities or any guaranty given in connection therewith; modify or waive any obligation; subordinate, modify or otherwise deal with the lien hereof; accept additional security of any kind for repayment of the Notes or the other Liabilities or any guaranty given in connection therewith; release any Collateral or other property securing any or all of the Notes or the other Liabilities or any guaranty given in connection therewith; make releases of any portion of the Premises; consent to the making of any map or plat of the Premises; consent to the creation of a condominium regime on all or any part of the Premises or the submission of all or any part of the Premises to the provisions of any condominium act or any similar provisions of law of the state where the Premises are located, or to the creation of any easements on the Premises or of any covenants restricting the use or occupancy thereof; or exercise or refrain from exercising, or waive, any right the Mortgagee may have.

4.2. Legal Expenses. The Mortgagor agrees to indemnify the Mortgagee and the Banks from all loss, damage and expense, including (without limitation) attorneys' fees, incurred in connection with any suit or proceeding in or to which the Mortgagee or any Bank may be made or become a party for the purpose of protecting the lien or priority of this Mortgage.

4.3. Loan Documents. The Mortgagor covenants that it will timely and fully perform and satisfy all the terms, covenants and conditions of any and all Loan Documents to which it is a party.

4.4. Security Agreement; Fixture Filing. This Mortgage, to the extent that it conveys or otherwise deals with personal property or with items of personal property which are or may become fixtures, shall also be construed as a security agreement under the UCC, and this Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Premises are located with respect to any and all fixtures included within the term "Collateral" as used herein and with respect to any Goods or other personal property that may now be or hereafter become such fixtures. For purposes of the foregoing, the Mortgagor is the debtor (with its address as set forth above), and the Mortgagee is the secured party (with its address as set forth above). If any item of Collateral hereunder also constitutes collateral

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granted to the Mortgagee under any other mortgage, agreement, document, or instrument, in the event of any conflict between the provisions of this Mortgage and the provisions of such other mortgage, agreement, document, or instrument relating to the Collateral, the provision or provisions selected by the Mortgagee shall control with respect to the Collateral.

4.5. Defeasance. Upon full payment of all indebtedness secured hereby and satisfaction of all the Liabilities in accordance with their respective terms and at the time and in the manner provided, and when the Banks have no further obligation to make any advance, or extend any credit hereunder, under the Notes, any Loan Documents or the Credit Agreement this conveyance shall be null and void, and thereafter, upon demand therefor, an appropriate instrument of reconveyance or release shall promptly be made by the Mortgagee to the Mortgagor, at the expense of the Mortgagee.

4.6. Notices. Unless otherwise agreed to by the Mortgagee, all notices and other communications provided for herein shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by telex or other direct written electronic means such as telefacsimile, charges prepaid, at or to the applicable addresses, telex numbers or telefacsimile numbers, as the case may be, set opposite the party's name on the signature page hereof (and in the case of notices to the Mortgagor, with a copy to Faskin & Calvin, Toronto Dominion Bank Tower, Suite 4100, Toronto, Ontario, M5K 1C1 Attn: R. M. Sutherland, FAX: (416) 364-7813) or at or to such other address or addresses, telex number or numbers, telefacsimile number or numbers as either party hereto may from time to time designate to the other party in such manner. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Banking Day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Banking Day next following such date of delivery. Any communication which is transmitted by telex or other direct written electronic means as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a Banking Day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Banking Day next following such date of delivery.

4.7. Successors; The Mortgagor; Gender. All provisions hereof shall bind the Mortgagor, the Mortgagee, the Banks and their respective successors, vendees and assigns and shall inure to the benefit of the Mortgagee and the Banks and their

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respective successors and assigns, and the Mortgagor and its permitted successors and assigns. The Mortgagor shall not have any right to assign any of its rights hereunder. Except as limited by the preceding sentence, the word "Mortgagor" shall include all Persons claiming under or through the Mortgagor and all Persons liable for the payment or performance by the Mortgagor of any of the Liabilities whether or not such Persons shall have executed the Notes or this Mortgage. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

4.8. Care by the Mortgagee. The Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral assigned by the Mortgagor to the Mortgagee or in the Mortgagee's possession if it takes such action for that purpose as the Mortgagor requests in writing, but failure of the Mortgagee to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Mortgagee to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Mortgagor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

4.9. No Obligation on Mortgagee. This Mortgage is intended only as security for the Liabilities. Anything herein to the contrary notwithstanding (i) the Mortgagor shall be and remain liable under and with respect to the Collateral to perform all of the obligations assumed by it under or with respect to each thereof, (ii) the Mortgagee shall have no obligation or liability under or with respect to the Collateral by reason or arising out of this Mortgage and (iii) the Mortgagee shall not be required or obligated in any manner to perform or fulfill any of the obligations of the Mortgagor under, pursuant to or with respect to any of the Collateral.

4.10. No Waiver; Writing. No delay on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The granting or withholding of consent by Mortgagee to any transaction as required by the terms hereof shall not be deemed a waiver of the right to require consent to future or successive transactions.

4.11. Governing Law, Severability. This Mortgage shall be a contract made under and governed by the internal laws of Illinois

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applicable to contracts made and to be performed within Illinois provided, however, the creation, attachment and perfection of the lien or security interest in the Collateral and the rights and remedies of the Mortgagor and the enforcement thereof with respect to the Collateral as provided herein and by the laws of the jurisdiction in which the Premises are located, shall be governed by and construed in accordance with the internal laws of the jurisdiction in which the Premises is located. Whenever 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 ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

4.12. Waiver. The Mortgagor, on behalf of itself and all Persons now or hereafter interested in the Premises or the Collateral, to the fullest extent permitted by applicable law hereby waives all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, extension, and redemption statutes, laws or equities now or hereafter existing, and hereby further waives the pleading of any statute of limitations as a defense to any and all Liabilities secured by this Mortgage, and the Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of this Collateral. Without limiting the generality of the preceding sentence, the Mortgagor, on its own behalf and on behalf of each and every Person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. The Mortgagor, for itself and for all Persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Mortgage, hereby expressly waives and releases all rights to direct the order in which any of the Collateral shall be sold in the event of any sale or sales pursuant hereto and to have any of the Collateral and/or any other property now or hereafter constituting security for any of the indebtedness secured hereby marshalled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness.

4.13. Jury Trial. The Mortgagor hereby expressly waives any right to a trial by jury in any action or proceeding to enforce or defend any rights under or relating to this Mortgage, any other Loan Documents to which it is a party, or under or

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relating to any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection herewith or therewith or arising from any relationship existing in connection with this Mortgage, any other Loan Document, and agrees that any such action or proceeding shall be tried before a court and not before a jury.

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

4.15. Mortgagee Not a Joint Venturer or Partner. The Mortgagor, the Mortgagee and Banks acknowledge and agree that in no event shall the Mortgagee or the Banks be deemed to be a partner or joint venturer with the Mortgagor. Without limitation of the foregoing, the Mortgagee and the Banks shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage.

4.16. Time of Essence. Time is declared to be of the essence in this Mortgage, the Notes, the Guaranty, and the other Loan Documents and of every part hereof and thereof.

4.17. No Third Party Benefits. This Mortgage, the Notes, the Guaranty, and the other related agreements are made for sole benefit of the Mortgagor, the Mortgagee and the Banks and, subject to the provisions of Section 4.7, their successors and assigns, and no other party shall have any legal interest of any kind under or by reason of any of the foregoing. Whether or not the Mortgagee elects to employ any or all the rights, powers or remedies available to it under any of the foregoing, the Mortgagee shall have no obligation or liability of any kind to any third party by reason of any of the foregoing or any of the Mortgagee's actions or omissions pursuant thereto or otherwise in connection with this transaction.

4.18. Future Advances; Revolving Loans. This Mortgage secures all present and future Liabilities of the Mortgagor and the Companies to the Banks. This Mortgage also secures revolving loans which may be made by the Banks to the Companies from time to time pursuant to the Credit Agreement including, without

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limitation those evidenced by the Revolving Notes. The maximum amount, including present and future Liabilities, which may be secured hereby at any one time shall not exceed the lesser of \$250,000,000 and the amount determined by reference to the parenthetical at the end of the final sentence of Recital E of this Mortgage. Each subsequent advance made hereunder shall have the same priority as the original advances.

4.19. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Mortgage and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall control, except to the extent that such conflict or inconsistency relates to matters regarding enforcement or perfection under the laws of the United States or any State of the United States.


IN WITNESS WHEREOF, the undersigned have executed and delivered this Mortgage in Chicago, Illinois on the day and year first above written.

Address:
c/o Speedy Muffler King Inc
365 Bloor Street East
Suite 1200
Toronto, Ontario
M4W 3M7
Attn: President
Fax: (416) 960-7964

DISCOVERER SERVICES, INC.
a Delaware corporation

By: 
Name: Robert von der Porten
Title: Vice President

Attest:


Name: Martin J. Ciotti
Title: Secretary

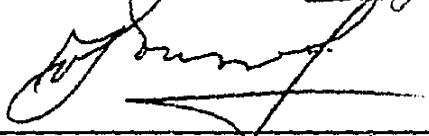
Accepted:

THE BANK OF NOVA SCOTIA, as Agent

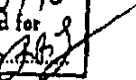
Address: Corporate Banking
16th floor
King Street West
Toronto, Ontario
Canada M5H 1H1
Attn: Vice-President
Corporate Banking
-Central


Senior Vice President


Assistant Secretary

By: 
Name: Joseph H. Youssef
Title: Assistant Agent

FAX: (416) 866-3770

B.N.S. Document
No. 473196
Approved for
Execution 

09/15/89/000G9768

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Eva Melendez, a Notary Public, do hereby certify that Robert von der Porten, personally known to me to be a vice president of DISCOVERER SERVICES, INC., a Delaware corporation and Martin J. Ciotti personally known to me to be the secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such vice president and secretary they signed and delivered the said document pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 18th day of September, 1989.

Eva Melendez
Notary Public

Type or
Print Name: Eva Melendez



My commission expires:
February 10, 1990

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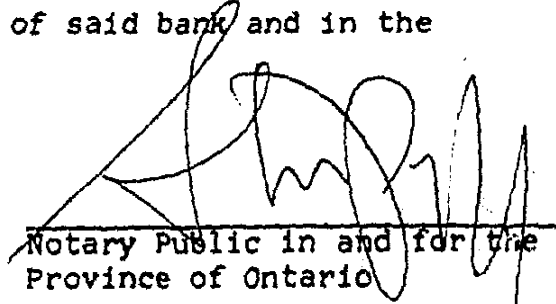
11/11/11

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DOMINION OF CANADA)
)
PROVINCE OF ONTARIO)

This instrument was acknowledged before me on 21st, December
1989, by John Crean, a Senior Vice-President
and Louise May Boyd, the Assistant Secretary
of THE BANK OF NOVA SCOTIA, on behalf of said bank and in the
capacity therein stated.


Notary Public in and for the
Province of Ontario

Slavo Steve Popoff
Type or Print Names
MY COMMISSION IS FOR LIFE

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Eva Melendez, a Notary Public, do hereby certify that Joseph H. Youssef, personally known to me to be an assistant agent of THE BANK OF NOVA SCOTIA, a Canadian Chartered Bank and personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such assistant agent he signed and delivered the said document, pursuant to authority given by the Board of Directors of said bank as his free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 18th day of September, 1989.



Eva Melendez
Notary Public

Type or
Print Name: Eva Melendez

My commission expires:
February 10, 1990

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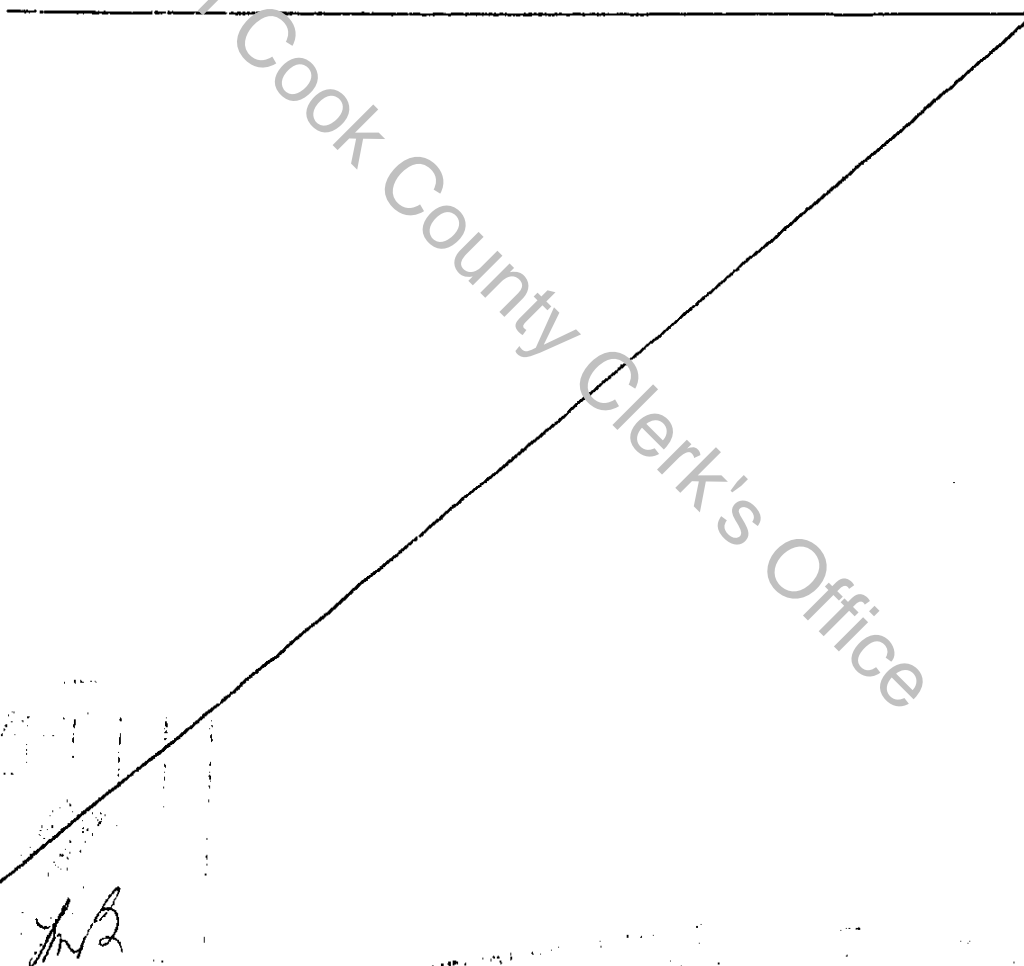
#1325
715 East Rand Road
Arlington Heights, Illinois

EXHIBIT A

Lot 67 in C. A. Goelz's Arlington Heights Gardens, being a Subdivision in the Northeast 1/4 of Section 20, Township 42 North, Range 21 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Tax Number: 03-20-209-001


Volume 232



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1-19-97
IN DUPLICATE

3852041

3852041
1990 JAN -5 PM 3: 38
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

Submitted by _____

Address 3852041

Promised _____

Deliver certain to _____

Address ~~3852041~~

Deed (Book) _____

Address _____

Notified _____

Ticor _____

~~STOR TITRE INSURANCE
20000
11000
30 WEST WASHINGTON
CHICAGO, ILLINOIS 60604~~