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**LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES  
AND RENTS AND FIXTURE FILING  
(Plant 3)**

by

**MDE THERMAL TECHNOLOGIES INC.,  
an Illinois corporation.**

**to and for the benefit of  
DRESDNER BANK AG NEW YORK BRANCH  
in its capacity as collateral agent**

Common Address of Property:

300 E. Randolph  
Chicago, Illinois

Parcel Identification Number:

17-10-318-034-0000

59-16  
8389631  
C+I 01  
4056

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### EXHIBIT A – Legal Description

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## LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

**THIS LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (“Mortgage”)** is made as of September **26**, 2007, by **MDE THERMAL TECHNOLOGIES INC.**, an Illinois corporation whose mailing address is c/o Macquarie Infrastructure Company LLC, 125 West 55<sup>th</sup> Street, New York, NY 10019 (“Mortgagor”), to and for the benefit of **DRESDNER BANK AG NEW YORK BRANCH**, in its capacity as collateral agent for the Secured Parties (as defined below), their successors and assigns (collectively, “Mortgagee”).

### RECITALS:

(A) Pursuant to the terms of a Loan Agreement, dated as of September 21, 2007 (as amended, modified, replaced or restated from time to time, “Loan Agreement”) among Macquarie District Energy, Inc., a Delaware corporation (“MDE” or the “Borrower”), and the financial institutions party thereto (collectively, the “Lenders”), the Lenders have agreed to loan to the Borrower an aggregate principal amount of One Hundred Eighty-Eight Million Five Hundred Thousand Dollars (\$188,500,000), consisting of a Term Loan Facility, a Capital Expenditure Facility and a Revolving Loan Facility (collectively, the “Loans”).

(B) The Loans are referred to herein as the “Secured Obligations.” The Agent and Lenders are referred to herein as the “Secured Parties.” The Loan Agreement and the Loan Documents (as defined in the Loan Agreement) are referred to herein as the “Financing Agreements”).

(C) A condition precedent to Lenders’ extension of the Loans to the Borrower is the execution and delivery by Mortgagor of this Mortgage.

(D) Mortgagor is the present owner of the leasehold interest created by that certain lease dated as of May 1, 1995 between Mortgagor (as successor to Unicom Thermal Technologies Inc., an Illinois corporation) as tenant, and Health Care Service Corporation, a mutual league reserve company doing business as Blue Cross Blue Shield of Illinois (“Lessor”), as lessor (together with any amendments, extensions, renewals, substitutions or other modifications, the “Space Lease”) in a portion of the real property commonly known as 300 East Randolph, Chicago, Illinois, and legally described in Exhibit A attached hereto.

(E) In connection with the Secured Obligations, the Borrower and/or Mortgagor executed and delivered, or will execute and deliver, to Mortgagee certain agreements, documents, instruments and certificates, including, without limitation, the following documents:

1. The Loan Agreement;
2. This Mortgage;

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3. Intentionally Deleted; and
4. The Subsidiary Guaranty and Security Agreement.

Said agreements, documents, instruments and certificates constitute a portion of the Loan Agreements.

(F) Capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

Mortgagor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Mortgagee, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

**THE REAL ESTATE** located in the State of Illinois and legally described on Exhibit A attached hereto and made a part hereof ("Real Estate");

**TOGETHER WITH** all improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Mortgagor and on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including without limitation, any chilled water facilities and equipment located thereon and including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf ("Improvements");

**TOGETHER WITH** all easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

**TOGETHER WITH** all rents, revenues, issues, profits, proceeds, income, royalties, "accounts," including "health-care-insurance receivables," escrows, letter-of-credit rights (each as defined in the Code hereinafter defined), security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by Mortgagor thereon, to be applied against the Indebtedness (hereinafter defined); provided, however, that Mortgagor, so long as no Event of Default (as hereinafter defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

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**TOGETHER WITH** all interest of Mortgagor as landlord in all leases now or hereafter on the Premises, whether written or oral ("Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Leases;

**TOGETHER WITH** all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

**TO HAVE AND TO HOLD** the Premises, unto Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Event of Default; Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

**FOR THE PURPOSE OF SECURING:** any and all indebtedness, liabilities, and other obligations of MDE (including, but not limited to, all such obligations in respect of principal, interest (including post-petition interest), fees, indemnities, costs and other expenses, whether due after acceleration or otherwise and whether incurred before or after a bankruptcy of MDE), of whatever nature and however evidenced owed to the Secured Parties under or pursuant to the Loan Agreement, and each other Financing Agreement, in each case, direct or indirect, primary or secondary, fixed or contingent, now or hereafter arising out of or relating to any such document (collectively, "Indebtedness").

**IT IS FURTHER UNDERSTOOD AND AGREED THAT:**

1. **Title.** Mortgagor represents, warrants and covenants that (a) Mortgagor is the holder of: (i) a leasehold interest in the portion of the Premises described on Exhibit A as "Parcel 1"; and (ii) an easement interest in the portion of the Premises described on Exhibit A as "Parcel 2", each free and clear of all liens and encumbrances, except those liens and encumbrances in favor of Mortgagee and those certain title exceptions set forth in the title insurance policy in favor of Mortgagee that insures the priority of this Mortgage ("Permitted Exceptions"); and (b) Mortgagor has legal power and authority to mortgage and convey such interest in the Premises.

2. **Stamp Tax.** If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the execution and delivery of this Mortgage, or any of the other Financing Agreements, Mortgagor shall pay such tax in the manner required by any such law, Mortgagee further agrees to reimburse Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any such tax. Notwithstanding the foregoing, Mortgagor shall not be required to pay any income or franchise taxes of Mortgagee.

3. **Lease Assignment, Security Agreement.** This instrument is and shall constitute an assignment of leases and rents pursuant to which Mortgagor hereby assigns to Mortgagee

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interests in the leases of the Premises and the rents and income from the Premises. This instrument is and shall constitute a security agreement.

4. **Effect of Extensions of Time and Other Changes.** If the payment of the Indebtedness or any part thereof is extended or varied, if any part of any security for the payment of the Indebtedness is released, if the rate of interest charged under the Loan Agreement is changed or if the time for payment thereof is extended or varied, all persons now or at any time hereafter liable therefor, or interested in the Premises or having an interest in Mortgagor, shall be held to assent to such extension, variation, release or change and their liability and the lien and all of the provisions hereof shall continue in full force, any right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation, release or change.

5. **Effect of Changes in Laws Regarding Taxation.** If any law is enacted after the date hereof requiring (a) the deduction of any lien on the Premises from the value thereof for the purpose of taxation or (b) the imposition upon Mortgagee of the payment of the whole or any part of the Taxes, charges or liens herein required to be paid by Mortgagor, or (c) a change in the method of taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the Indebtedness or the holders thereof, then Mortgagor, upon demand by Mortgagee, shall pay such Taxes or charges, or reimburse Mortgagee therefor; provided, however, that Mortgagor shall not be deemed to be required to pay any income or franchise taxes of Mortgagee. Notwithstanding the foregoing, if in the opinion of counsel for Mortgagee it is or may be unlawful to require Mortgagor to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then Mortgagee may declare all of the Indebtedness to be immediately due and payable.

6. **Mortgagee's Performance of Defaulted Acts and Expenses Incurred by Mortgagee.** If an Event of Default has occurred, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of Mortgagor in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraph 2 above or to protect the Premises or the lien hereof, shall be so much additional Indebtedness, and shall become immediately due and payable by Mortgagor to Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate (as defined in the Loan Agreement) then in effect. In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by Mortgagee in connection with (a) sustaining the Lien of this Mortgage or its priority, (b) protecting or enforcing any of Mortgagee's rights hereunder, (c) recovering any Indebtedness, (d) any litigation or proceedings affecting the Loan Agreement, this Mortgage, any of the other Financing Agreements or the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Loan

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Agreement, this Mortgage, any of the other Financing Agreements or the Premises, shall be so much additional Indebtedness, and shall become immediately due and payable by Mortgagor to Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate. The interest accruing under this Paragraph 6 shall be immediately due and payable by Mortgagor to Mortgagee, and shall be additional Indebtedness evidenced by the Loan Agreement and secured by this Mortgage. Mortgagee's failure to act shall never be considered as a waiver of any right accruing to Mortgagee on account of any Event of Default. Should any amount paid out or advanced by Mortgagee hereunder, or pursuant to any agreement executed by Mortgagor in connection with the Secured Obligations, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof, then Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

7. **Intentionally Deleted.**

8. **Events of Default; Acceleration.** If one or more of the following events (an "Event of Default") shall occur:

a. If any of the representations, warranties and covenants made by or on behalf of Mortgagor herein shall prove untrue as of the date made or deemed to have been made;

b. If Mortgagor shall fail to duly perform and observe any term, provision, condition or agreement herein and such failure is not cured or waived within the applicable grace and notice periods if any, set forth in the Loan Agreement;

c. The occurrence of any event, condition or circumstance that constitutes an Event of Default under the Loan Agreement or any other Financing Agreement; or

d. There shall occur any event or condition which alone or with the passage of time or the giving of notice or both would constitute a default under the Space Lease or entitle the Lessor to terminate the Space Lease and such event or condition shall not be cured or cease within the applicable grace or notice periods, if any, set forth in the Space Lease

then the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without further notice, the Secured Obligations to be immediately due and payable, whether or not such default be thereafter remedied by the Mortgagor or anyone and the Mortgagee may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by this Mortgage or any other Financing Agreement or by law or in equity conferred, all without presentment, demand, notice of broken conditions or other notice whatsoever. If an Event of Default occurs, in addition to the rights and remedies set forth herein, Mortgagee shall have all the rights and remedies set forth in the Loan Agreement and the other Financing Agreements.



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## 9. **Foreclosure; Expense of Litigation.**

a. When all or any part of the Indebtedness shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Financing Agreements in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) (as may be amended from time to time, the "Act"). In the event of a foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at such sale or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of such insurance policies.

b. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this paragraph and such other expenses and fees as may be incurred in the enforcement of Mortgagor's obligations hereunder, the protection of said Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Loan Agreement, or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon until paid at the Default Rate and shall be secured by this Mortgage.

10. **Application of Proceeds of Foreclosure Sale.** The proceeds of any foreclosure sale of the Premises shall be distributed and applied in accordance with the Act and, unless otherwise specified therein, in such order as Mortgagee may determine in its sole and absolute discretion.

11. **Appointment of Receiver.** Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall, upon petition by Mortgagee, appoint a receiver for the Premises in accordance with the Act. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises (i) during the pendency of such foreclosure suit, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when Mortgagor, but for the

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intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during said period, including, to the extent permitted by law, the right to lease all or any portion of the Premises for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Indebtedness, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

12. **Mortgagee's Right of Possession in Case of Default.** At any time after an Event of Default has occurred, Mortgagor shall, upon demand of Mortgagee, surrender to Mortgagee possession of the Premises. Mortgagee, in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts relating thereto, and may exclude Mortgagor and its employees, agents or servants therefrom, and Mortgagee may then hold, operate, manage and control the Premises, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, Mortgagee shall have full power to:

- a. cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;
- b. elect to disaffirm any lease or sublease which is then subordinate to the lien hereof;
- c. extend or modify any then existing leases and to enter into new leases, which extensions, modifications and leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;
- d. make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises as Mortgagee deems are necessary;
- e. insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation and management thereof; and
- f. receive all of such avails, rents, issues and profits.

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13. **Application of Income Received by Mortgagee.** Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

a. to the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and 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 and special assessments now due or which may hereafter become due on the Premises; and

c. to the payment of any Indebtedness, including any deficiency which may result from any foreclosure sale.

14. **Compliance with Illinois Mortgage Foreclosure Law.**

a. If any provision in this Mortgage shall be inconsistent with any provision of the Act, provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

b. If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of Paragraph 11 of this Mortgage any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under the Act in the absence of said provision, Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law.

c. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee which are of the type referred to in Section 5/15-1510 or 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in Paragraph 6, 9 or 20 of this Mortgage, shall be added to the Indebtedness and/or by the judgment of foreclosure.

d. If upon judgment of foreclosure of this Mortgage the proceeds of any foreclosure sale of the Premises pursuant to such judgment are insufficient to satisfy the Secured Obligations and pay the Indebtedness, there shall be no merger of the Secured Obligations into the judgment of foreclosure.

15. **Rights Cumulative.** Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Financing Agreements or at law or in

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equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

**16. Release Upon Payment and Discharge of Mortgagor's Obligations.**

Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all Indebtedness, including payment of all reasonable expenses incurred by Mortgagee in connection with the execution of such release.

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

To Mortgagee: Dresdner Bank AG, New York and Grand Cayman  
Branches

1301 Avenue of the Americas

New York, New York 10019

Attention: Credit Administration

Telephone: (212) 895-7223

Facsimile: (212) 895-7229

With a copy to:

Orrick, Herrington & Sutcliffe LLP

666 Fifth Avenue

New York, New York 10103

Attn: Daniel Mathews, Esq.

To Mortgagor:

MDE Thermal Technologies Inc.

c/o Macquarie Infrastructure Company LLC

125 West 55th Street

New York, New York 10019

Attention: Chief Financial Officer

Telephone: (212) 231-1814

Facsimile: (212) 231-1838

With a copy to:

MDE Thermal Technologies Inc.

c/o Thermal Chicago Corporation

200 West Jackson Blvd.

Suite 1310

Chicago, Illinois 60606

Attention: Vice President of Finance

Telephone: (312) 447-1600

Facsimile: (312) 447-0316

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

18. **Waiver of Rights.** The Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof; and without limiting the foregoing:

a. The Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Illinois Compiled Statutes 735 ILCS 5/15-1601 or other applicable law or replacement statutes;

b. The Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Mortgagee but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

c. If the Mortgagor is a trustee, Mortgagor represents that the provisions of this paragraph (including the waiver of reinstatement and redemption rights) were made at the express direction of Mortgagor's beneficiaries and the persons having the power of direction over Mortgagor, and are made on behalf of the trust estate of Mortgagor and all beneficiaries of Mortgagor, as well as all other persons mentioned above.

Notwithstanding anything in this Section to the contrary, Mortgagor does not waive any notice and grace period set forth in the Loan Agreement.

19. **Contests.** Notwithstanding anything to the contrary herein contained, Mortgagor shall have the right to contest by appropriate legal proceedings diligently prosecuted any Taxes imposed or assessed upon the Premises or which may be or become a lien thereon and any mechanics', materialmen's or other liens or claims for lien upon the Premises (all herein called

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“Contested Liens”), and no Contested Liens shall constitute an Event of Default hereunder, if, but only if:

a. Mortgagor shall forthwith give notice of any Contested Lien to Mortgagee at the time the same shall be asserted;

b. Mortgagor shall either pay under protest or deposit with Mortgagee the full amount (herein called “Lien Amount”) of such Contested Lien, together with such amount as Mortgagee may reasonably estimate as interest or penalties which might arise during the period of contest; provided that in lieu of such payment Mortgagor may furnish to Mortgagee a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to Mortgagee;

c. Mortgagor shall diligently prosecute the contest of any Contested Lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Premises, and shall permit Mortgagee to be represented in any such contest and shall pay all expenses incurred, in so doing, including fees and expenses of Mortgagee’s counsel (all of which shall constitute so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand); and

d. Mortgagor shall pay such Contested Lien and all Lien Amounts together with interest and penalties thereon (i) if and to the extent that any such Contested Lien shall be determined adverse to Mortgagor, or (ii) forthwith upon demand by Mortgagee if, in the opinion of Mortgagee, and notwithstanding any such contest, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; provided that if Mortgagor shall fail so to do, Mortgagee may, but shall not be required to, pay all such Contested Liens and Lien Amounts and interest and penalties thereon and such other sums as may be necessary in the judgment of the Mortgagee to obtain the release and discharge of such liens; and any amount expended by Mortgagee in so doing shall be so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand; and provided further that Mortgagee may in such case use and apply monies deposited as provided in subsection (b) above and may demand payment upon any bond or title indemnity furnished as aforesaid.

20. **Intentionally Deleted.**

21. **Statement of Indebtedness.** Mortgagor, within seven days after being so requested by Mortgagee, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, the date to which interest has been paid and stating either that no offsets or defenses exist against such debt or, if such offsets or defenses are alleged to exist, the nature thereof.

22. **Further Instruments.** Upon request of Mortgagee, Mortgagor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Financing Agreements.

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23. **Additional Indebtedness Secured.** All persons and entities with any interest in the Premises or about to acquire any such interest should be aware that this Mortgage secures more than the stated principal amount of the Secured Obligations and interest thereon; this Mortgage secures any and all other amounts which may become due under the Secured Obligations or any other document or instrument evidencing, securing or otherwise affecting the Indebtedness, including, without limitation, any and all amounts expended by Mortgagee to operate, manage or maintain the Premises or to otherwise protect the Premises or the lien of this Mortgage.

24. **Intentionally Deleted.**

25. **Subordination of Property Manager's Lien.** Any property management agreement for the Premises entered into hereafter with a property manager shall contain a provision whereby the property manager agrees that any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have in the Premises shall be subject and subordinate to the lien of this Mortgage and shall provide that Mortgagee may terminate such agreement at any time after the occurrence of an Event of Default hereunder. Such property management agreement or a short form thereof, at Mortgagee's request, shall be recorded with the Recorder of Deeds of the county where the Premises are located. In addition, if the property management agreement in existence as of the date hereof does not contain a subordination provision, Mortgagor shall cause the property manager under such agreement to enter into a subordination of the management agreement with Mortgagee, in recordable form, whereby such property manager subordinates present and future lien rights and those of any party claiming by, through or under such property manager to the lien of this Mortgage.

26. **Intentionally Deleted.**

27. **Insurance.** Unless Mortgagor has provided Mortgagee evidence of the insurance coverages required under the Loan Agreement, Mortgagee may purchase insurance at Mortgagor's expense to cover Mortgagee's interest in the Premises. The insurance may, but need not, protect Mortgagor's interest. The coverages that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Premises. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchased insurance for the Premises, Mortgagor will be responsible for the costs of such insurance, including, without limitation, interest and any other charges which Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the indebtedness. The cost of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

28. **Restrictions on Transfer.** The provisions of Sections 7.3 and 7.4 of the Loan Agreement, which relate to restrictions on transfer, are hereby incorporated herein as if they were set forth in their entirety herein.

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## 29. Miscellaneous.

a. **Successors and Assigns.** This Mortgage and all provisions hereof shall be binding upon and enforceable against Mortgagor and its assigns and other successors. This Mortgage and all provisions hereof shall inure to the benefit of Mortgagee, its successors and assigns and any holder or holders, from time to time, of the Secured Obligations.

b. **Invalidity of Provisions; Governing Law.** In the event that any provision of this Mortgage is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Mortgagor and Mortgagee shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Mortgage and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect. This Mortgage is to be construed in accordance with and governed by the laws of the State of Illinois.

c. **Municipal Requirements.** Mortgagor shall not by act or omission permit any building or other improvement on premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this subparagraph shall be void.

d. **Rights of Tenants.** Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a decree of foreclosure and sale subject to the rights of any tenant or tenants of the Premises having an interest in the Premises prior to that of Mortgagee. The failure to join any such tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

e. **Option of Mortgagee to Subordinate.** At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all leases of all or any part of the Premises upon the execution by Mortgagee of a unilateral declaration to that effect and the recording thereof in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated.



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f. **Mortgagee in Possession.** Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises by Mortgagee pursuant to this Mortgage.

g. **Relationship of Mortgagee and Mortgagor.** Mortgagee shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Mortgagor, Lessor or of any lessee, operator, concessionaire or licensee of Mortgagor in the conduct of their respective businesses, and, without limiting the foregoing, Mortgagee shall not be deemed to be such partner, joint venturer, agent or associate on account of Mortgagee becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage, any of the other Financing Agreements, or otherwise. The relationship of Mortgagor and Mortgagee hereunder is solely that of debtor/creditor.

h. **Time of the Essence.** Time is of the essence of the payment by Mortgagor of all amounts due and owing to Mortgagee under the Financing Agreements and the performance and observance by Mortgagor of all terms, conditions, obligations and agreements contained in this Mortgage and the other Financing Agreements.

i. **No Merger.** The parties hereto intend that the Mortgage and the lien hereof shall not merge in fee simple title to the Premises, and if Mortgagee acquires any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by 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 and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

j. **Maximum Indebtedness.** Notwithstanding anything contained herein to the contrary, in no event shall the Indebtedness exceed an amount equal to One Hundred Eighty-Eight Million Five Hundred Thousand and 00/100 Dollars (\$188,500,000); provided, however, in no event shall Mortgagee be obligated to advance funds except as set forth in the Loan Agreement.

k. **Consent to Jurisdiction.** TO INDUCE MORTGAGEE TO MAKE THE LOANS, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE LOAN AGREEMENT AND THIS MORTGAGE WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS UPON MORTGAGOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO MORTGAGOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

l. **Waiver of Jury Trial.** MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL

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EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS MORTGAGE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS MORTGAGE OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST MORTGAGEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

m. **Complete Agreement.** This Mortgage, the Loan Agreement and the other Financing Agreements constitute the complete agreement between the parties with respect to the subject matter hereof and the Financing Agreements may not be modified, altered or amended except by an agreement in writing signed by both Mortgagor and Mortgagee.

n. **Remedies Against Other Collateral.** Mortgagor hereby acknowledges that certain Financing Agreements other than this Mortgage create liens on collateral located in counties or states other than the counties and state in which the Premises are located. Mortgagor further acknowledges that this Mortgage and the other Financing Agreements are cross-defaulted and the Secured Obligations secured hereby are also secured by the other Financing Agreements. Mortgagor agrees that Mortgagee may proceed, at the same or at different times, to foreclose any or all liens against such collateral (or sell such collateral under power of sale) by any proceedings appropriate in the county and state where such collateral lies, and that no event of enforcement taking place in any county or state pursuant to any of the Financing Agreements shall preclude or bar enforcement in any other county or state. Any foreclosure or other appropriate remedy brought in any county or state in which collateral is located may be brought and prosecuted as to any part of such collateral without regard to the fact that foreclosure proceedings or other appropriate remedies have or have not been instituted elsewhere on any other part of the collateral for the Secured Obligations.

o. **Intentionally Deleted.**

p. **Priority.** The terms and conditions set forth herein, the security interest granted hereby and the remedies provided herein shall be subject, in all respects, to the terms of the Subsidiary Guaranty and Security Agreement.

30. **Ground Lease Specific Provision.** Notwithstanding anything herein to the contrary, this Mortgage is subject and subordinate to the following (which shall constitute Permitted Exceptions hereunder): (i) Lessor's security interest in the Collateral (as defined in the Space Lease) as granted to Lessor by Section 18.0 of the Space Lease; and (ii) Lessor's option to Purchase Plant A (as defined in the Space Lease) as provided in Section 18.1 of the Space Lease.

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## 31. Leasehold Mortgage.

a. **Leasehold Mortgage Provisions.** Notwithstanding anything contained in this Mortgage or elsewhere to the contrary, and in addition to any rights, privileges and remedies granted to Mortgagee elsewhere in this Mortgage or in the other Financing Agreements or at law or in equity, Mortgagee shall have, and Mortgagor hereby grants to Mortgagee, that certain leasehold estate (the "Leasehold") of Mortgagor as lessee under the Space Lease and any and all rights, privileges and remedies of the Leasehold provided for in the Space Lease (including without limitation, any renewal rights, rights of first refusal, rights of first offer, options to purchase; privileges and any other benefits of Mortgagor contained in the Space Lease) without the necessity of particularly specifying any or all of such rights, privileges and remedies that are or could be granted to leasehold mortgagees pursuant to the Space Lease. Such interest shall constitute a portion of the Premises for all purposes of this Mortgage.

Mortgagor hereby represents, covenants and agrees that:

i. This Mortgage is lawfully executed and delivered in conformity with the Space Lease and any and all consents required therefor under the Space Lease have been timely received and are effective.

ii. Mortgagor will pay when due the rents, taxes and other sums and charges mentioned in and made payable by Mortgagor under the Space Lease.

iii. Mortgagor will promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by it under the Space Lease, within the periods (including any grace or cure periods) provided therein, and will do all things necessary to preserve and to keep unimpaired its rights under the Space Lease. In the event of the failure of Mortgagor to make any payment required to be made by Mortgagor pursuant to the provisions of the Space Lease or to observe, abide by, discharge or perform, or cause to be observed, kept, discharged or performed, any of the terms, obligations, covenants, conditions, agreements, indemnities, representations, warranties or liabilities of the Space Lease on the part of Mortgagor thereunder to be observed, kept, discharged and performed, Mortgagor does hereby irrevocably appoint and constitute Mortgagee as its true and lawful attorney in fact, which appointment is irrevocable and coupled with an interest, in its name, place and stead, to take any and all actions deemed necessary or desirable by Mortgagee to perform and comply with all of the obligations of Mortgagor under the Space Lease, to do and take, but without any obligation so to do, any action which Mortgagee deems necessary or desirable to prevent or cure any default by Mortgagor under the Space Lease, to enter into and upon the Premises or any part thereof to such extent and as often as Mortgagee, in its discretion, deems necessary or desirable in order to prevent or cure any default of the Mortgagor pursuant thereto, to the end that the rights of Mortgagor in and to the Leasehold created by the Space Lease shall be kept unimpaired and free from default, and all sums so expended by Mortgagee, with interest thereon at the default rate set forth in the Financing

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Agreements from the date of each such expenditure, shall be paid by Mortgagor to Mortgagee promptly upon demand by Mortgagee and shall be added to the obligations secured by this Mortgage and Mortgagee shall have, in addition to any other remedy of Mortgagee, the same rights and remedies in the event of nonpayment of any such sum by Mortgagor as in the case of a default by Mortgagor in the payment of any sums due under the Financing Agreements. Mortgagor shall, within five (5) days after written request by Mortgagee, execute and deliver to Mortgagee, or to any person designated by Mortgagee, such further instruments, agreements, powers, assignments, conveyances or the like as may be necessary to complete or perfect the interest, rights or powers of Mortgagee pursuant hereto.

iv. Mortgagor will promptly (i) notify Mortgagee in writing of the receipt by it of any notice of default from the lessor under the Space Lease; (ii) notify Mortgagee in writing of the receipt by it of any notice under the Space Lease of the termination of the Space Lease; (iii) cause a copy of each such notice received by Mortgagor from the lessor under the Space Lease to be delivered to Mortgagee; and (iv) cause a copy of any notice of election or the exercise of any rights of option, purchase or renewal under the Space Lease sent by Mortgagor to the lessor under the Space Lease, to be delivered to Mortgagee.

v. Mortgagor will not, without the prior written consent of Mortgagee, modify the Space Lease in any respect or terminate or surrender or suffer or permit any termination or surrender of the Space Lease.

vi. Mortgagor will, within ten (10) days after written demand from the Mortgagee, use reasonable efforts to obtain from the lessor under the Space Lease and deliver to Mortgagee an estoppel certificate in the form provided for in the Space Lease or if none is provided, in a form provided by Mortgagee.

vii. Mortgagor will furnish to Mortgagee upon demand, proof of payment of all items which are required to be paid by Mortgagor pursuant to the Space Lease and a statement of any such payments which Mortgagor is contesting or arbitrating pursuant to the terms of the Space Lease.

viii. Except as otherwise provided in the Space Lease, Mortgagor will not consent to the subordination of the Space Lease to any lien on the fee estate of the lessor under the Space Lease.

ix. So long as any of the obligations under the Financing Agreements shall remain outstanding, Mortgagor shall not fail to exercise any option or right to renew or extend the term of the Space Lease without the prior written consent of Mortgagee.

x. (i) The Space Lease is in full force and effect and unmodified except pursuant to Amendment to Lease dated October 20, 2006 executed by Health Care Service Corporation, a mutual legal reserve company, as landlord,

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and MDE Thermal Technologies Inc., an Illinois corporation, as tenant; (ii) all rents (including additional rents and other charges) reserved in said Space Lease have been paid to the extent they were payable prior to the date hereof; (iii) Mortgagor enjoys the quiet and peaceful possession of the leasehold estate and Mortgagor and Borrower further agree to defend the leasehold estate created under the Space Lease for the entire remainder of the term set forth therein, against all and every person or persons lawfully claiming, or who may claim the same or any part thereof, subject to the payment of the rents in the Space Lease reserved and subject to the performance and observance of all of the terms, covenants, conditions and warranties thereof; (iv) that there is no uncured default under the Space Lease or in the performance of any of the terms, covenants, conditions or warranties thereof on the part of the lessee to be observed and performed. Further, no state of facts exist under the Space Lease which, with the lapse of time or giving of notice, or both, would constitute a default thereunder.

b. **Bankruptcy.**

i. If Lessor shall reject any Space Lease under or pursuant to Section 365 of Title 11 of the Bankruptcy Code, the Mortgagor shall not elect to treat the Space Lease as terminated but shall elect to remain in possession of the applicable Premises and the leasehold estate under such Space Lease. The lien of the Mortgage covering such Premises does and shall encumber and attach to all of the applicable Mortgagor's rights and remedies at any time arising under or pursuant to Section 365 of the Bankruptcy Code, including without limitation, all of such Mortgagor's rights to remain in possession of such Premises and the leasehold estate.

ii. Mortgagor acknowledges and agrees that in any case commenced by or against Mortgagor under the Bankruptcy Code, Mortgagee, by reason of the liens and rights granted under the Mortgage encumbering any Space Lease to which such Mortgagor is a party and the Financing Agreements, shall have a substantial and material interest in the treatment and preservation of Mortgagor's rights and obligations under such Space Lease, and that Mortgagor shall, in any bankruptcy case, provide to Mortgagee immediate and continuous adequate protection of such interest to the extent it may do so under applicable law. Mortgagor and Mortgagee agree that such adequate protection shall include but shall not necessarily be limited to the following to the extent permissible under applicable law:

(a) Mortgagee shall be deemed a party to the Space Lease (but shall not have any obligations thereunder) for purposes of Section 365 of the Bankruptcy Code, and shall have standing to appear and act as a party in interest in relation to any matter arising out of or related to the Space Lease or the Premises.

(b) Mortgagor shall serve Mortgagee with copies of all notices, pleadings and other documents received by Mortgagor relating to or

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affecting the Space Lease or the applicable Premises. Any notice, pleading or document served by Mortgagor on any other party in the bankruptcy case shall be contemporaneously served by Mortgagor on Mortgagee, and any notice, pleading or document served upon or received by Mortgagor from any other party in the bankruptcy case shall be served by Mortgagor on Mortgagee promptly upon receipt by Mortgagor.

(c) Upon written request of Mortgagee, Mortgagor shall assume the Space Lease, and shall take such steps as are necessary to preserve Mortgagor's right to assume the Space Lease, including without limitation obtaining extensions of time to assume or reject the Space Lease under Subsection 365(d) of the Bankruptcy Code to the extent it is applicable.

(d) If Mortgagor or the applicable Lessor seeks to reject any Space Lease or have the Space Lease deemed rejected, then prior to the hearing on such rejection Mortgagee shall be given no less than twenty (20) days' notice and opportunity to elect in lieu of rejection to have the Space Lease assumed and assigned to a nominee or Mortgagee. If Mortgagee shall so elect to assume and assign the Space Lease, then the Mortgagor shall continue any request to reject the Space Lease until after the motion to assume and assign has been heard. If Mortgagee shall not elect to assume and assign the Space Lease, then Mortgagee may obtain in connection with the rejection of the Space Lease a determination that the applicable Lessor, at Mortgagee's option shall (1) agree to terminate the Space Lease and enter into a new lease with Mortgagee on the same terms and conditions as the Space Lease, for the remaining term of the lease, or (2) treat the Space Lease as breached and provide Mortgagee with the rights to cure defaults under the Space Lease and to assume the rights and benefits of the Space Lease.

The Mortgagor shall join with and support any request by Mortgagee to grant and approve the foregoing as necessary for adequate protection of Mortgagee's interest. Notwithstanding the foregoing, Mortgagee may seek additional terms and conditions, including such economic and monetary protects as it reasonably deems appropriate to adequately protect its interest, and any request for such additional terms or conditions shall not delay or limit Mortgagee's right to receive the specific elements of adequate protection set forth herein.

Mortgagor hereby appoints Mortgagee as its attorney in fact to act on behalf of Mortgagee in connection with all matters relating to or arising out of the assumption or rejection of any Space Lease to which it is a party, in which the other party to the lease is a debtor in a case under the Bankruptcy Code. This grant of power of attorney is present, unconditional, irrevocable, durable and coupled with an interest.

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001  
County Clerk's Office



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IN WITNESS WHEREOF, Mortgagor has executed and delivered this Mortgage the day and year first above written.

MDE THERMAL TECHNOLOGIES INC.,  
an Illinois corporation

By: James A. Pagnusat  
James A. Pagnusat  
Vice-President of Finance

Property of Cook County Clerk's Office



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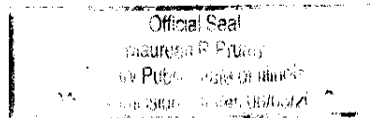
STATE OF IL )  
 )  
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that James A. Pagnusat, Vice-President of Finance of MDE Thermal Technologies Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice-President of Finance he/she signed and delivered the said instrument as his/her own 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 had and notarial seal, this 24th day of September, 2007.

Maureen B. Prunty  
Notary Public

My Commission expires: 8/3/10



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## EXHIBIT A

### LEGAL DESCRIPTION OF PREMISES

[Blue Cross (Plant 3)]

THE LEASEHOLD ESTATE CREATED BY THE LEASE EXECUTED BY HEALTH CARE SERVICE CORPORATION, A MUTUAL LEGAL RESERVE TO UNICOM THERMAL TECHNOLOGIES INC., AN ILLINOIS CORPORATION, DATED MAY 1, 1995, A MEMORANDUM OF WHICH WAS RECORDED Aug 4, 2005 AS DOCUMENT 0512411473, AS AMENDED BY AMENDMENT TO LEASE EXECUTED BY HEALTH CARE SERVICE CORPORATION, A MUTUAL LEGAL RESERVE COMPANY, AND MDE THERMAL TECHNOLOGIES, INC., AN ILLINOIS CORPORATION, DATED OCTOBER 20, 2006, WHICH DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS ENDING APRIL 30, 2033:

#### PARCEL 1:

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF NORTH COLUMBUS DRIVE, 110.00 FEET WIDE, AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 5, 1972 AS DOCUMENT 21925615 AT A POINT 20.00 FEET (MEASURED ALONG A SOUTHWARD EXTENSION OF SAID EAST LINE) NORTH FROM THE POINT OF INTERSECTION OF SAID SOUTHWARD EXTENSION, WITH THE NORTH LINE OF EAST RANDOLPH STREET AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 280.00 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 335.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 303.611 FEET TO AN INTERSECTION WITH THE NORTH LINE OF EAST RANDOLPH STREET, AS SAID EAST RANDOLPH STREET, WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED ON THE DECEMBER 11, 1979 AS DOCUMENT 25276446; THENCE WESTWARDLY ALONG SAID NORTH LINE OF EAST RANDOLPH STREET, A DISTANCE OF 315.019 FEET TO A POINT, WHICH IS 20.00 FEET, AS MEASURED ALONG SAID NORTH LINE, EAST OF THE POINT OF INTERSECTION OF SAID NORTH LINE, WITH SAID SOUTHWARD EXTENSION OF THE EAST LINE OF NORTH COLUMBUS DRIVE; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 28.437 FEET TO THE POINT OF BEGINNING.

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PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1982 AND KNOWN AS TRUST NUMBER 56375, WHITMAN CORPORATION, A DELAWARE CORPORATION AND HEALTH CARE SERVICE CORPORATION, A MUTUAL LEGAL RESERVE COMPANY, DOING BUSINESS AS BLUE CROSS BLUE SHIELD OF ILLINOIS, DATED OCTOBER 17, 1994, AND RECORDED OCTOBER 20, 1994 AS DOCUMENT 94899348, FOR THE FOLLOWING PURPOSES:

(A) FOR INGRESS AND EGRESS OF VEHICULAR TRAFFIC ON THE TEMPORARY EASEMENT PARCEL TO AND FROM PARCEL 1 AND THE INTERMEDIATE LEVEL OF COLUMBUS DRIVE, (AS DEFINED IN THE CITY OF CHICAGO RESIDENTIAL BUSINESS PLANNED DEVELOPMENT NO. 70), OVER AND ONTO THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE PROPERTY AND SPACE, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 26.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN BOUNDARIES, PROJECTED VERTICALLY, OF THE PROPERTY AND SPACE DESCRIBED AS FOLLOWS:

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF NORTH COLUMBUS DRIVE, 110.00 FEET WIDE, AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 5, 1972 AS DOCUMENT 21925615, AT A POINT 395.178 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE POINT OF INTERSECTION OF SAID EAST LINE (EXTENDED SOUTH), WITH THE NORTH LINE OF EAST RANDOLPH STREET (AS SAID EAST RANDOLPH STREET WAS DEDICATED AND CONVEYED TO SAID CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 11, 1979, AS DOCUMENT 25276446) AND RUNNING THENCE SOUTH ALONG SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 95.178 FEET TO A POINT, WHICH IS 300.00 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF SAID INTERSECTION OF THE WEST LINE, WITH THE NORTH LINE OF EAST RANDOLPH STREET; THENCE EAST ALONG A LINE PERPENDICULAR WITH SAID EAST LINE, A DISTANCE OF 60.00 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A

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DISTANCE OF 128.178 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 60.00 FEET TO AN INTERSECTION WITH SAID EAST LINE OF NORTH COLUMBUS DRIVE; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

(B) FOR FREE AND UNRESTRICTED ACCESS FOR INGRESS AND EGRESS OF VEHICULAR TRAFFIC ON THE PARKING ACCESS WAY TO AND FROM PARCEL 1, OVER AND ONTO THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE PROPERTY AND SPACE, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 26.00 FEET ABOVE CHICAGO CITY DATUM AND LAYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 33.00 FEET ABOVE, CHICAGO CITY DATUM AND LYING WITHIN BOUNDARIES, PROJECTED VERTICALLY, OF THE PROPERTY AND SPACE DESCRIBED AS FOLLOWS:

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF NORTH COLUMBUS DRIVE, 110.00 FEET WIDE, AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 5, 1972, AS DOCUMENT 21925615 AT A POINT 395.178 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE POINT OF INTERSECTION OF SAID EAST LINE (EXTENDED SOUTH), WITH THE NORTH LINE OF EAST RANDOLPH STREET (AS SAID EAST RANDOLPH STREET WAS DEDICATED AND CONVEYED TO SAID CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 11, 1979, AS DOCUMENT 25276446) AND RUNNING THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF NORTH COLUMBUS DRIVE, (SAID PERPENDICULAR LINE BEING THE SOUTH LINE OF THE STRIP OF LAND, 66.00 FEET WIDE, DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY INSTRUMENT RECORDED ON DECEMBER 12, 1988 AS DOCUMENT 86597180), A DISTANCE OF 135.00 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 95.178 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 200.00 FEET TO AN INTERSECTION WITH A LINE 335.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF NORTH COLUMBUS DRIVE; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 161.178 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID STRIP OF LAND, 66.00 FEET WIDE, DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED AS DOCUMENT 86597180; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 335.00 FEET TO AN INTERSECTION WITH SAID EAST LINE OF NORTH COLUMBUS

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DRIVE; THENCE SOUTH ALONG SAID EAST LINE OF NORTH COLUMBUS DRIVE, A  
DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING.

PIN: 17-10-318-034-0000

Address: 300 East Randolph  
Chicago, Illinois

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