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1424741096

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Doc#: 1424741096 Fee: \$166.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/04/2014 11:39 AM Pg: 1 of 63

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 17-10-303-007-0000

Address:

Street: 203 N Wabash Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60601

Lender: CITIBANK, N.A.

Borrower: MDE THERMAL TECHNOLOGIES INC.

Loan / Mortgage Amount: \$370,000,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

Certificate number: A44DCD0F-7D1B-465B-BF10-C47B623EE7B7

Execution date: 08/21/2014

8963042 of 8

Property of Cook County Clerk's Office

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MDE THERMAL TECHNOLOGIES INC. as mortgagor
("Mortgagor")

to

CITIBANK, N.A., as Collateral Agent, as mortgagee
(Agent)

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

Dated: As of August 21, 2014

Common Addresses of Properties:

222 W. Merchandise Plaza
Chicago, Illinois 60656

330 N. Wabash Street
Chicago, Illinois 60611

727 North Clark Street
Chicago, Illinois 60654

320 N. Dearborn Street
Chicago, Illinois 60654

33 N. Dearborn Street
Chicago Illinois 60602

Parcel Identification
Numbers:

17-09-403-001-0000
17-09-403-002-0000

39 S. LaSalle Street
Chicago Illinois 60603

137 South State Street
Chicago, Illinois 60603

300 East Randolph Street
Chicago, Illinois 60601

203 N Wabash Street
Chicago, Illinois 60601

Parcel Identification
Number:

17-15-102-004-0000

Parcel Identification
Number:

17-10-318-034-0000

PREPARED BY AND UPON
RECORDATION RETURN TO:

Torys LLP
1114 Avenue of the Americas, 23rd Floor
New York, New York 10036
Attention: Jonathan B. Wiener, Esq.

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

This LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as the same may be amended, restated, replaced, supplemented or otherwise modified, being hereinafter referred to as this "Security Instrument"), is made as of August 21, 2014, by MDE THERMAL TECHNOLOGIES INC., an Illinois corporation, having its principal place of business at Brookfield Place, 250 Vescey Street, 15th Floor, New York, New York 10281, as mortgagor (together with its permitted successors and permitted assigns, "Mortgagor"), and CITIBANK, N.A., having an address at 388 Greenwich Street, New York, New York 10013, acting as Collateral Agent for the Lenders (as defined in the Credit Agreement described below), as mortgagee (together with its respective successors and assigns as Collateral Agent, "Agent").

WITNESSETH:

WHEREAS, this Security Instrument is given to secure Mortgagor's obligations under a certain Guaranty Agreement (the "Guaranty") made by Mortgagor in favor of The Bank of Nova Scotia (the "Bank of Nova Scotia"), as Administrative Agent, which Guaranty guarantees, among other obligations, (i) a revolving term loan (the "Revolving Term Loan") in the principal sum of \$10,000,000, and (ii) a term loan (the "Term Loan") in the principal sum of \$175,000,000, all advanced pursuant to that certain Credit Agreement, dated as of the date hereof, by and among (a) Macquarie District Energy Holdings, LLC, a Delaware limited liability company ("Borrower"), (b) Agent, as Collateral Agent, (c) Bank of Nova Scotia, and (d) the Lenders (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") and evidenced by (x) that certain Revolving Note dated the date hereof in the principal amount of the Revolving Term Loan, made by Borrower in favor of the Bank of Nova Scotia (the "Revolving Note"), and (y) those certain Term Notes, each dated the date hereof, in the aggregate principal amount of the Term Loan, made by Borrower in favor of the Lenders (collectively, the "Term Notes"; the Revolving Note and the Term Notes, as the same may be amended, restated, replaced, supplemented, extended or otherwise modified from time to time, are collectively, the "Note"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement;

WHEREAS, Mortgagor is a subsidiary of Borrower;

WHEREAS, Mortgagor desires to secure the payment and the performance of its obligations under the Guaranty (the "Guaranteed Obligations");

WHEREAS, this Security Instrument is given pursuant to the Credit Agreement and the Guaranty, and payment, fulfillment, and performance by Mortgagor of the Guaranteed Obligations are secured hereby, and each and every term and provision of the Credit Agreement and the Guaranty, including the rights, remedies, obligations, covenants, conditions, agreements,

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indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Security Instrument; and

WHEREAS, Mortgagor is the present owner of (i) the leasehold estates described on Exhibit A-1 through Exhibit A-3 attached hereto (collectively, the "Property Leases") and (ii) those certain easements described on Exhibit A-4 through Exhibit A-9 attached hereto (collectively, the "Property Easements"), together with any amendments, extensions, renewals, substitutions or other modifications with respect to the real property described in Exhibit B-1 through Exhibit B-9 attached hereto.

NOW THEREFORE, in consideration of the making of the Loan by the Lenders and the covenants, agreements, representations and warranties set forth in this Security Instrument:

ARTICLE 1

GRANTS OF SECURITY

Section 1.1 Property Mortgaged.

Mortgagor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Agent, with power of sale, subject to the terms hereof, for the benefit and security of Agent, all of the real, personal, tangible and intangible property, rights, interests and estates now owned, or hereafter acquired by Mortgagor, including, without limitation, the following (collectively, the "Property"):

(a) Leasehold Interest. Mortgagor's leasehold interest in the Property Leases and interest as grantee under the Property Easements (collectively, the "Leasehold Interest");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the Leasehold Interest and the development of all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise, be expressly made subject to the lien of this Security Instrument;

(c) Improvements. All buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Leasehold Interest (collectively, the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, permits, licenses, rights of way and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Leasehold Interest and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the land on

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which a Leasehold Interest is located, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Leasehold Interest and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Mortgagor, which is used at or in connection with the Improvements or the Leasehold Interest or is located thereon or therein (including, but not limited to, all machinery, equipment, heating, ventilation or air conditioning equipment, garbage equipment and apparatus, incinerators, boilers, furnaces, motors, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Mortgagor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Mortgagor shall have any right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Mortgagor which is so related to the Leasehold Interest and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Leasehold Interest, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Mortgagor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases, except to the extent that Mortgagor shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Mortgagor, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right,

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title and interest of Mortgagor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (as amended from time to time, the "Uniform Commercial Code"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

(h) Leases and Rents. All leases (including, without limitation, ground leases, subleases or subsubleases), lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Leasehold Interest and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into (collectively, the "Leases"), whether before or after the filing by or against Mortgagor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") and all right, title and interest of Mortgagor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, deposits (including, without limitation, security, utility and other deposits) accounts and receipts from the Leasehold Interest and the Improvements whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Guaranteed Obligations and the performance of the Guaranteed Obligations;

(i) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to all or any portion of the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Property including, without limitation, any award or awards, or settlements or payments, hereafter made resulting from (i) condemnation proceedings or the taking of all or any portion of the Leasehold Interest, the Improvements, the Equipment, the Fixtures, the Leases or the Personal Property, or any part thereof, under the power of eminent domain; or (ii) the alteration of grade or the location or the discontinuance of any street adjoining the Property or any portion thereof; and Mortgagor hereby agrees to execute and deliver from time to time such further instruments as may be requested by Agent to confirm such assignment to Agent of any such award, damage, payment or other compensation;

(j) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, subject to the rights of Mortgagor under the Credit Agreement to receive and apply the proceeds of any insurance policies, judgments, or settlements made in lieu thereof, in connection with a casualty to the Property;

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(k) Tax Certiorari. All refunds, rebates or credits in connection with any reduction in Taxes charged against the Property;

(l) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, insurance proceeds and awards, into cash or liquidation claims;

(m) Rights. The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Agent in the Property;

(n) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property and any part thereof and any Improvements or any business or activity conducted on the Property and any part thereof and all right, title and interest of Mortgagor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Mortgagor thereunder;

(o) Trademarks. All trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(p) Accounts. All reserves, escrows and deposit accounts maintained by Mortgagor with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Credit Agreement; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof; and

(q) Other Rights. Any and all other rights of Mortgagor in and to the items set forth in Subsections (a) through (p) above.

AND without limiting any of the other provisions of this Security Instrument, to the extent permitted by applicable law, Mortgagor expressly grants to Agent, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Leasehold Interest (the Leasehold Interest, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this Security Instrument be deemed conclusively to be real estate and mortgaged hereby.

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Section 1.2 Assignment of Rents.

Mortgagor hereby absolutely and unconditionally assigns to Agent all of Mortgagor's right, title and interest in and to all current and future Leases and Rents; it being intended by Mortgagor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Credit Agreement, and Section 7.1(h) of this Security Instrument, Agent grants to Mortgagor a revocable license to collect, receive, use and enjoy the Rents and Mortgagor shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Guaranteed Obligations, for use in the payment of such sums.

Section 1.3 Security Agreement.

This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Property including all accounts established by Agent pursuant to the Credit Agreement. By executing and delivering this Security Instrument, Mortgagor hereby grants to Agent, as security for the Guaranteed Obligations, a security interest in the Fixtures, the Equipment, the Personal Property and the other property constituting the Property to the full extent that the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the "Collateral"). If an Event of Default shall occur and be continuing, Agent, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Agent may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Agent after the occurrence and during the continuance of an Event of Default, Mortgagor shall, at its expense, assemble the Collateral and make it available to Agent at a convenient place (at the site of the applicable Leasehold Interest if tangible property) reasonably acceptable to Agent. Mortgagor shall pay to Agent on demand any and all expenses, including reasonable legal expenses and attorney's fees and costs, incurred or paid by Agent in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Agent with respect to the Collateral sent to Mortgagor in accordance with the provisions hereof at least ten (10) Business Days prior to such action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Mortgagor. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Agent to the payment of the Guaranteed Obligations in such priority and proportions as Agent in its discretion shall deem proper. Mortgagor's (debtor's) principal place of business is as set forth on the first page hereof and the address of Agent (secured party) is as set forth on the first page hereof.

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Section 1.4 Fixture Filing.

Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Leasehold Interest, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement (naming Mortgagor as the Debtor and Agent as the Secured Party) filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures.

Section 1.5 Pledges of Monies Held.

Mortgagor hereby pledges to Agent any and all monies now or hereafter held by Agent or on behalf of Agent in connection with the Loan as additional security for the Guaranteed Obligations until expended or applied as provided in this Security Instrument.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Agent and its successors and assigns, forever;

WITH POWER OF SALE, to secure Mortgagor's payment to Agent of the Guaranteed Obligations and performance of the Guaranteed Obligations at the time and in the manner provided in the Credit Agreement, the Guaranty and this Security Instrument.

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower and/or Mortgagor shall well and truly (a) pay to the Lenders the Obligations and the Guaranteed Obligations at the time and in the manner provided in the Note, the Credit Agreement, the Guaranty, this Security Instrument and the other Loan Documents, (b) perform the Obligations and the Guaranteed Obligations as set forth in the Note, the Credit Agreement, the Guaranty, this Security Instrument and the other Loan Documents, and (c) abide by and comply with each and every covenant and condition set forth herein and in the Note, the Credit Agreement, the Guaranty this Security Instrument and the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void.

ARTICLE 2

OBLIGATIONS SECURED

Section 2.1 Guaranteed Obligations.

This Security Instrument and the grants, assignments and transfers made in Article 1 hereof are given for the purpose of securing the Guaranteed Obligations.

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ARTICLE 3

MORTGAGOR COVENANTS

Mortgagor covenants and agrees that:

Section 3.1 Payment of Obligations.

Borrower and/or Mortgagor will pay the Obligations and the Guaranteed Obligations at the time and in the manner provided in the Credit Agreement, the Note, the Guaranty and this Security Instrument.

Section 3.2 Incorporation by Reference.

All the covenants, conditions and agreements contained in (a) the Credit Agreement, (b) the Guaranty (c) the Note and (d) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Section 3.3 Insurance.

Mortgagor shall obtain and maintain, or cause to be maintained, in full force and effect at all times insurance with respect to Mortgagor and the Property as required pursuant to the Credit Agreement.

Section 3.4 Maintenance of Property.

Mortgagor shall cause the Property to be maintained in a good and safe condition and repair. The Improvements, the Fixtures, the Equipment and the Personal Property shall not be removed, demolished or materially altered (except for normal replacement of the Fixtures, the Equipment or the Personal Property, tenant finish and refurbishment of the Improvements) without the consent of Agent or as otherwise permitted pursuant to the Credit Agreement. Mortgagor shall promptly repair, replace or rebuild any part of the Property which may be destroyed by any casualty or become damaged, worn or dilapidated or which may be affected by any condemnation, subject to and in accordance with the terms of the Credit Agreement.

Section 3.5 Waste.

Mortgagor shall not commit or suffer any waste of the Property or make any change in the use of the Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Property, or take any action that might invalidate or allow the cancellation of any insurance policy, or do or permit to be done thereon anything that may in any way materially impair the value of the Property or the security of this Security Instrument. Mortgagor will not, without the prior written consent of Agent, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the

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subsurface of the land on which the Leasehold Interest is located, regardless of the depth thereof or the method of mining or extraction thereof.

Section 3.6 Payment for Labor and Materials.

(a) Mortgagor (i) will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials ("Labor and Material Costs") incurred in connection with the Property, (ii) never permit to exist beyond the due date thereof in respect of the Property, or any part thereof, any Lien or security interest, even though inferior to the Liens and security interests created hereby and by the other Loan Documents, and (iii) never permit to be created or exist in respect of the Property or any part thereof any other or additional Lien or security interest other than the Liens or security interests created hereby and by the other Loan Documents except for the Permitted Liens or such other Liens as are permitted pursuant to the Credit Agreement.

(b) After prior written notice to Agent, Mortgagor, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Labor and Material Costs, provided that (i) no Event of Default has occurred and is continuing under the Credit Agreement, the Guaranty, the Note, this Security Instrument or any of the other Loan Documents, (ii) Mortgagor is permitted to do so under the provisions of any other mortgage, deed of trust or deed to secure debt affecting the Property, (iii) such proceeding shall suspend the collection of the Labor and Material Costs from Mortgagor and from the Property or Mortgagor shall have paid all of the Labor and Material Costs under protest, (iv) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Mortgagor is subject and shall not constitute a default thereunder, (v) neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, canceled or lost, and (vi) Mortgagor shall have furnished the security as may be required in the proceeding, or as may be reasonably requested by Agent, in its reasonable discretion, to insure the payment of any contested Labor and Material Costs, together with all interest and penalties thereon.

Section 3.7 Performance of Other Agreements.

Mortgagor shall observe and perform each and every term, covenant and provision to be observed or performed by Mortgagor pursuant to the Credit Agreement, the Guaranty and any other Loan Document and any other agreement or recorded instrument affecting or pertaining to the Property and any amendments, modifications or changes thereto.

Section 3.8 Change of Name, Identity or Structure.

Mortgagor shall not change Mortgagor's name, identity (including its trade name or names) or, if not an individual, Mortgagor's corporate, partnership or other structure (except as permitted in the Credit Agreement) without notifying Agent of such change in writing at least thirty (30) days prior to the effective date of such change and, in the case of a change in Mortgagor's structure (that is, existence as a limited liability company), without first obtaining the prior written consent of Agent. Mortgagor shall execute and deliver to Agent, prior to or

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contemporaneously with the effective date of any such change, any financing statement or financing statement change required by Agent to establish or maintain the validity, perfection and priority of the security interests granted herein. At the request of Agent from time to time, Mortgagor shall execute a certificate in form satisfactory to Agent listing the trade names under which Mortgagor is operating or intends to operate the Property, and representing and warranting that Mortgagor does business under no other trade name with respect to the Property.

Section 3.9 Title.

Mortgagor is the holder of the Leasehold Interest and has good title to the balance of the Property, free and clear all Liens whatsoever except the Permitted Liens, such other Liens as are permitted pursuant to the Loan Documents and the Liens created by the Loan Documents. The Permitted Liens in the aggregate do not materially and adversely affect the value, operation or use of the Property or Mortgagor's ability to pay the Guaranteed Obligations. This Security Instrument, when properly recorded in the appropriate records, together with any Uniform Commercial Code financing statements required to be filed in connection therewith, will create (a) a valid, perfected first priority lien on the Property, subject only to Permitted Liens and the Liens created by the Loan Documents and (b) perfected security interests in and to, and perfected collateral assignments of, all personalty (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Liens, such other Liens as are permitted pursuant to the Loan Documents and the Liens created by the Loan Documents. Except as previously disclosed to Agent in writing, there are no claims for payment for work, labor or materials affecting the Property which are past due and are or may become a lien prior to, or of equal priority with, the Liens created by the Loan Documents unless such claims for payments are being contested in accordance with the terms and conditions of this Security Instrument.

ARTICLE 4

OBLIGATIONS AND RELIANCES

Section 4.1 Relationship of Mortgagor and Agent.

The relationship between Mortgagor and Agent is solely that of debtor and creditor, and Agent has no fiduciary or other special relationship with Mortgagor, and no term or condition of the Credit Agreement, the Guaranty, the Note, this Security Instrument or any other Loan Document shall be construed so as to deem the relationship between Mortgagor and Agent to be other than that of debtor and creditor.

Section 4.2 No Reliance on Agent.

The general partners, members, principals and (if Mortgagor is a trust) beneficial owners of Mortgagor, as applicable, are experienced in the ownership and operation of properties similar to the Property, and Mortgagor and Agent are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Mortgagor is not relying on Agent's expertise, business acumen or advice in connection with the Property.

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Section 4.3 No Agent Obligations.

(a) Notwithstanding the provisions of Subsections 1.1(h) and (n) or Section 1.2 hereof, Agent is not undertaking the performance of (i) any obligations under the Leases, or (ii) any obligations with respect to any other agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses or other documents.

(b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Agent pursuant to this Security Instrument, the Credit Agreement, the Guaranty, the Note or the other Loan Documents, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Agent shall not be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Agent.

Section 4.4 Reliance.

Mortgagor recognizes and acknowledges that in accepting the Credit Agreement, the Guaranty, the Note, this Security Instrument and the other Loan Documents, Agent is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Section 6 of the Credit Agreement without any obligation to investigate the Property and notwithstanding any investigation of the Property by Agent; that such reliance existed on the part of Agent prior to the date hereof, that the warranties and representations are a material inducement to Agent in making the Loan; and that Agent would not be willing to make the Loan and accept this Security Instrument in the absence of the warranties and representations as set forth in Section 6 of the Credit Agreement.

ARTICLE 5

FURTHER ASSURANCES

Section 5.1 Recording of Security Instrument, etc.

Mortgagor forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the other Loan Documents creating a Lien or security interest or evidencing the Lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and to fully protect and perfect the Lien or security interest hereof upon, and the interest of Agent in, the Property. Mortgagor will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Security Instrument, the other Loan Documents, any note, deed of trust or mortgage supplemental hereto, any other security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument; any deed of trust or mortgage supplemental hereto, any other security instrument with respect to the

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Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 5.2 Further Acts, etc.

Mortgagor will, at the cost of Mortgagor, and without expense to Agent, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers and assurances as Agent shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Agent the property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Agent, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all Legal Requirements. Mortgagor, on demand, will execute and deliver, and in the event it shall fail to so execute and deliver, hereby authorizes Agent to execute in the name of Mortgagor or without the signature of Mortgagor to the extent Agent may lawfully do so, one or more financing statements to evidence more effectively the security interest of Agent in the Property. Mortgagor grants to Agent an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Agent at law and in equity, including, without limitation, such rights and remedies available to Agent pursuant to this Section 5.2.

Section 5.3 Changes in Tax, Debt, Credit and Documentary Stamp Laws.

(a) If any law is enacted or adopted or amended after the date of this Security Instrument which deducts the Guaranteed Obligations from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Guaranteed Obligations or Agent's interest in the Property, Mortgagor will pay the tax, with interest and penalties thereon, if any. If Agent is advised by counsel chosen by it that the payment of tax by Mortgagor would be unlawful or taxable to Agent, unenforceable or provide the basis for a defense of usury, then Agent shall have the option, by written notice of not less than five (5) days, to declare the Guaranteed Obligations immediately due and payable, in which case, no yield maintenance or other prepayment premium or prepayment penalty shall be due in connection with any such prepayment.

(b) Mortgagor will not claim or demand or be entitled to any credit or credits on account of the Guaranteed Obligations for any part of the Taxes assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Security Instrument or the Guaranteed Obligations. If such claim, credit or deduction shall be required by law, Agent shall have the option, by written notice of not less than five (5) days, to declare the Guaranteed Obligations immediately due and payable, in which case, no yield maintenance or other prepayment premium or prepayment penalty shall be due in connection with any such prepayment.

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(c) If at any time the United States of America, any state thereof or any subdivision of any such state shall require revenue or other stamps to be affixed to the Note, this Security Instrument, or any of the other Loan Documents, or shall impose any other tax or charge on the same, Mortgagor will pay for the same, with interest and penalties thereon, if any.

Section 5.4 Severing of Security Instrument.

This Security Instrument and the Guaranty may, at any time until the same shall be fully paid and satisfied, at the sole election of Agent, be severed into two or more guarantees and two or more security instruments in such denominations as Agent shall determine in its sole discretion each of which shall cover all or a portion of the Property to be more particularly described therein. To that end, Mortgagor, upon written request of Agent, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered by the then owner of the Property, to Agent and/or its designee or designees, substitute guarantees and security instruments in such principal amounts, aggregating not more than the amount of the Guaranteed Obligations, and containing terms, provisions and clauses similar to those contained herein and in the Guaranty, and such other documents and instruments as may be required by Agent, provided that none of the foregoing materially increases Mortgagor's obligations or liabilities, or materially reduces Mortgagor's rights, from those set forth in the Loan Documents as of the date hereof.

Section 5.5 Replacement Documents.

Upon receipt of an affidavit of an officer of Agent as to the loss, theft, destruction or mutilation of the Note, the Guaranty or any other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note or Guaranty or a replacement of such other Loan Document, Mortgagor will issue, in lieu thereof, a replacement Note, Guaranty or other Loan Document, dated the date of such lost, stolen, destroyed or mutilated Note, Guaranty or other Loan Document in the same principal amount thereof and otherwise of like tenor.

ARTICLE 6

DUE ON SALE/TRANSFER

Section 6.1 Agent Reliance.

Mortgagor acknowledges that Agent has examined and relied on the experience of Mortgagor and its general partners, members, principals and (if Mortgagor is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Mortgagor's ownership of the Property as a means of maintaining the value of the Property as security for the repayment of and the performance of the Guaranteed Obligations. Mortgagor acknowledges that Agent has a valid interest in maintaining the value of the Property so as to ensure that, should Mortgagor default in the repayment of or the performance of the Guaranteed Obligations, Agent can recover the Guaranteed Obligations by a sale of the Property.

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Section 6.2 No Sale/Transfer.

Mortgagor shall not Dispose of the Property or any part thereof or any interest therein, or permit or suffer the Property or any part thereof or any interest therein to be Disposed, other than as expressly permitted pursuant to the terms of the Credit Agreement.

ARTICLE 7

RIGHTS AND REMEDIES UPON DEFAULT

Section 7.1 Remedies.

Upon the occurrence and during the continuance of any Event of Default, Mortgagor agrees that Agent may take such action, without notice or demand, to the fullest extent permitted by law, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Property, to the extent not prohibited by applicable law, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Agent may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Agent:

(a) except as may be otherwise provided in the Credit Agreement, declare the Guaranteed Obligations to be immediately due and payable;

(b) institute judicial proceedings for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property, or any interest therein, may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Guaranteed Obligations then due and payable, subject to the continuing Lien and security interest of this Security Instrument for the balance of the Guaranteed Obligations not then due, unimpaired and without loss of priority;

(d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law; and, without limiting the foregoing:

(i) in connection with any sale or sales hereunder, Agent shall be entitled to elect to treat any of the Property which consists of (x) a right in action, or (y) property that can be severed from the Real Property covered hereby, or (z) any improvements (without causing structural damage thereto), as if the same were personal property, and dispose of the same in accordance with applicable law, separate and apart from the sale of the Real Property. Where the Property consists of Real Property, Personal Property, Equipment or Fixtures, whether or not such Personal Property or Equipment is located on

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or within the Real Property, Agent shall be entitled to elect to exercise its rights and remedies against any or all of the Real Property, Personal Property, Equipment and Fixtures in such order and manner as is now or hereafter permitted by applicable law;

(ii) Agent shall be entitled to elect to proceed against any or all of the Real Property, Personal Property, Equipment and Fixtures in any manner permitted under applicable law; and if Agent so elects pursuant to applicable law, the power of sale herein granted shall be exercisable with respect to all or any of the Real Property, Personal Property, Equipment and Fixtures covered hereby, as designated by Agent;

(iii) should Agent elect to sell or transfer any portion of the Property which is Real Property or which is Personal Property, Equipment or Fixtures that the Agent has elected under applicable law to sell or transfer together with Real Property in accordance with the laws governing a sale of the Real Property, Agent shall give such notice of the occurrence of an Event of Default, if any, and its election to sell such Property as may then be required by law. Thereafter, upon the giving of such notice of sale and the expiration of any required time period as may then be required by law, subject to the terms hereof and of the other Loan Documents, and without the necessity of any demand on Mortgagor or Agent at the time and place specified in the notice of sale, shall sell or transfer such Real Property or part thereof at public auction to the highest bidder for cash in lawful money of the United States. Agent may from time to time postpone any sale hereunder by public announcement thereof at the time and place noticed for any such sale; and

(iv) if the Property consists of several lots, parcels or items of property, Agent shall, subject to applicable law, (A) designate the order in which such lots, parcels or items shall be offered for sale or sold, or (B) elect to sell or transfer such lots, parcels or items through a single sale, or through two or more successive sales, or in any other manner Agent designates in Agent's sole discretion. Any Person, including Mortgagor or Agent, may purchase at any sale hereunder. Should Agent desire that more than one sale or other disposition of the Property be conducted, Agent shall, subject to applicable law, cause such sales or dispositions to be conducted simultaneously, or successively, on the same day, or at such different days or times and in such order as Agent may designate, and no such sale shall terminate or otherwise affect the lien of this Security Instrument on any part of the Property not sold until all the Obligations and the Guaranteed Obligations have been satisfied in full. In the event Agent elects to dispose of the Property through more than one sale, except as otherwise provided by applicable law, Mortgagor agrees to pay the costs and expenses of each such sale and of any judicial proceedings wherein such sale may be made;

(e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Guaranty, in the Note, in the Credit Agreement or in the other Loan Documents;

(f) recover judgment on the Guaranty either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;

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(g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Guaranteed Obligations and without regard for the solvency of Mortgagor, any guarantor or indemnitor with respect to the Loan or any Person otherwise liable for the payment of the Obligations, the Guaranteed Obligations or any part thereof;

(h) the license granted to Mortgagor under Section 1.2 hereof shall automatically be revoked and Agent may enter into or upon the Property, either personally or by its agents, nominees or attorneys, and dispossess Mortgagor and its agents and servants therefrom, without liability for trespass, damages or otherwise, and exclude Mortgagor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Mortgagor agrees to surrender possession of the Property and of such books, records and accounts to Agent upon demand, and thereupon Agent may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat, (ii) complete any construction on the Property in such manner and form as Agent deems advisable, (iii) make alterations, additions, renewals, replacements and improvements to or on the Property, (iv) exercise all rights and powers of Mortgagor with respect to the Property, whether in the name of Mortgagor or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof, (v) require Mortgagor to pay monthly in advance to Agent, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Mortgagor, (vi) require Mortgagor to vacate and surrender possession of the Property to Agent or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise, and (vii) apply the receipts from the Property to the payment of and the performance of the Guaranteed Obligations, in such order, priority and proportions as Agent shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees and costs) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, insurance premiums and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Agent, its counsel, agents and employees;

(i) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Fixtures, the Equipment and/or the Personal Property or any part thereof, and to take such other measures as Agent may deem necessary for the care, protection and preservation of the Fixtures, the Equipment and/or the Personal Property; and (ii) request Mortgagor at its expense to assemble the Fixtures, the Equipment and/or the Personal Property and make it available to Agent at a convenient place acceptable to Agent. Any notice of sale, disposition or other intended action by Agent with respect to the Fixtures, the Equipment and/or the Personal Property sent to Mortgagor in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Mortgagor;

(j) apply, subject to the Credit Agreement, this Security Instrument or any other Loan Document, any sums then deposited or held in escrow or otherwise by or on behalf of Agent to the payment of the following items in any order in its sole discretion:

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- (i) Taxes;
- (ii) Insurance premiums;
- (iii) Interest on the unpaid principal balance of the Note;
- (iv) Amortization of the unpaid principal balance of the Note;
- (v) All other sums payable pursuant to the Guaranty, the Note, the Credit Agreement, this Security Instrument and the other Loan Documents, and any advances made by Agent pursuant to the terms of this Security Instrument; or
- (k) pursue such other remedies as Agent may have under applicable law.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of the Property, this Security Instrument shall continue as a Lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

Section 7.2 Application of Proceeds.

The purchase money, proceeds and avails of any disposition of the Property, or any part thereof, or any other sums collected by Agent pursuant to the Guaranty, the Note, this Security Instrument or the other Loan Documents, may be applied by Agent to the payment of the Guaranteed Obligations in such priority and proportions as Agent in its discretion shall deem proper.

Section 7.3 Right to Cure Defaults.

Upon the occurrence and during the continuance of any Default or Event of Default, Agent may, but without any obligation to do so and without notice to or demand on Mortgagor and without releasing Mortgagor from any Guaranteed Obligations hereunder, make any payment or do any act required of Mortgagor hereunder or in the other Loan Documents with respect to any Guaranteed Obligations which payment or action on the part of Agent shall be in such manner and to such extent as Agent may deem reasonably necessary to protect the security hereof. Agent is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or to collect the Guaranteed Obligations, and the cost and expense thereof (including reasonable attorneys' fees and expenses to the extent permitted by law), with interest as provided in this Section 7.3, shall constitute a portion of the Guaranteed Obligations and shall be due and payable to Agent upon demand. All such costs and expenses incurred by Agent in remedying any Default or Event of Default or in appearing in, defending, or bringing any such action or proceeding, as hereinabove provided, shall bear interest at the Default Rate, for the period beginning on the first day after notice from Agent that such cost or expense was incurred and continuing until the date of payment to Agent. All such costs and expenses incurred by Agent, together with interest thereon calculated at the Default Rate, shall be deemed to constitute a portion of the Guaranteed Obligations and to be secured by this Security Instrument and the

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other Loan Documents and shall be immediately due and payable upon demand by Agent therefor.

Section 7.4 Actions and Proceedings.

Subject to the terms of the Credit Agreement, Agent has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Mortgagor, which Agent, in its sole and absolute discretion, decides should be brought to protect its interest in the Property.

Section 7.5 Recovery of Sums Required To Be Paid.

Subject to the terms of the Credit Agreement, Agent shall have the right, from time to time, to take action to recover any sum or sums which constitute a part of the Guaranteed Obligations as the same become due, without regard to whether or not the balance of the Guaranteed Obligations shall be due, and without prejudice to the right of Agent thereafter to bring an action of foreclosure, or any other action, for any Default or Event of Default by Mortgagor existing at the time such earlier action was commenced.

Section 7.6 Examination of Books and Records.

At reasonable times and upon prior reasonable notice, Agent, its agents, accountants and attorneys (provided there is no Event of Default and/or Mortgagor is not liable for the payment of the applicable cost or expense hereunder or under any other Loan Document, at Agent's own cost and expense) shall have the right to examine the records, books and management and other papers of Mortgagor which reflect upon its financial condition, at the Property or at any office regularly maintained by Mortgagor where the books and records are located. Agent and its agents shall have the right to make copies and extracts from the foregoing records and other papers. In addition, at reasonable times and upon reasonable advance notice, Agent, its agents, accountants and attorneys shall have the right to examine and audit the books and records of Mortgagor pertaining to the income, expenses and operation of the Property during reasonable business hours at any office of Mortgagor where the books and records are located. This Section 7.6 shall apply throughout the term of the Note and without regard to whether an Event of Default has occurred or is continuing.

Section 7.7 Other Rights, etc.

(a) The failure of Agent to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Mortgagor shall not be relieved of Mortgagor's obligations hereunder by reason of (i) the failure of Agent to comply with any request of Mortgagor or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Guaranty, the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any Person liable for the Obligations, the Guaranteed Obligations or any portion thereof, or (iii) any agreement or

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stipulation by Agent extending the time of payment or otherwise modifying or supplementing the terms of the Guaranty, the Note, this Security Instrument or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Mortgagor, and Agent shall have no liability whatsoever for any decline in value of the Property, for failure to maintain the insurance policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Agent shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Agent's possession.

(c) Agent may resort for the payment of the Guaranteed Obligations to any other security held by Agent in such order and manner as Agent, in its discretion, may elect. Agent may take action to recover or to enforce the Guaranteed Obligations or any covenant hereof without prejudice to the right of Agent thereafter to foreclose this Security Instrument. The rights of Agent under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Agent shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Agent shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 7.8 Right to Release Any Portion of the Property.

Agent may release any portion of the Property for such consideration as Agent may require without, as to the remainder of the Property, in any way impairing or affecting the Lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the Guaranteed Obligations shall have been reduced by the actual monetary consideration, if any, received by Agent for such release, and Agent may accept by assignment, pledge or otherwise any other property in place thereof as Agent may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a Lien and security interest in the remaining portion of the Property.

Section 7.9 Violation of Laws.

If the Property is not in full compliance with any Legal Requirement, Agent may impose additional requirements upon Mortgagor in connection herewith including, without limitation, monetary reserves or financial equivalents.

Section 7.10 Recourse and Choice of Remedies.

Notwithstanding any other provision of this Security Instrument, the Guaranty or the Credit Agreement, including, without limitation, Section 3.1 of the Credit Agreement, Agent and other Indemnified Parties (as hereinafter defined) are entitled to enforce the obligations of Mortgagor contained in Section 8.1 herein against Mortgagor without first resorting to or exhausting any security or collateral and without first having recourse to the Guaranty, the Note or any of the Property, through foreclosure, exercise of a power of sale or acceptance of a deed in lieu of foreclosure or otherwise, and in the event Agent commences a foreclosure action against the Property or exercises its power of sale pursuant to this Security Instrument, Agent is entitled

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to pursue a deficiency judgment with respect to such obligations against Mortgagor. The provisions of Section 8.1 hereof are exceptions to any non-recourse or exculpation provisions in the Credit Agreement, the Guaranty, the Note, this Security Instrument or the other Loan Documents, and Mortgagor is fully and personally liable for the obligations set forth in said Section 8.1 hereof. The liability of Mortgagor pursuant to Section 8.1 hereof is not limited to the amount of the Guaranteed Obligations. Notwithstanding the foregoing, nothing herein shall inhibit or prevent Agent from foreclosing or exercising its power of sale pursuant to this Security Instrument or exercising any other rights and remedies pursuant to the Credit Agreement, the Guaranty, the Note, this Security Instrument and the other Loan Documents, whether simultaneously with foreclosure proceedings or in any other sequence. A separate action or actions may be brought and prosecuted against Mortgagor pursuant to Section 8.1 hereof whether or not an action is brought against any other Person and whether or not any other Person is joined in the action or actions. In addition, Agent shall have the right but not the obligation to join and participate in, as a party if it so elects, any administrative or judicial proceedings or actions initiated in connection with any matter addressed in Article 7 or Article 8 herein.

Section 7.11 Right of Entry.

Upon reasonable advance notice to Mortgagor (which may be given verbally), Agent and its agents shall have the right to enter and inspect the Property during reasonable business hours.

Section 7.12 Agent Not Obligated; Cumulative Rights.

Nothing in this instrument shall be construed as obligating Agent to take any action or incur any liability with respect to the Property, and all options given to Agent are for its benefit and shall and may be exercised in such order and in such combination as Agent in its sole discretion may from time to time decide. Each remedy is distinct and cumulative to all other rights and remedies under this Instrument and the Loan Documents or afforded by law or equity, and may be exercised concurrently, independently or successively, in any order whatsoever.

ARTICLE 8

MORTGAGE TAX INDEMNIFICATION

Section 8.1 Mortgage and/or Intangible Tax.

Mortgagor shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses imposed upon, incurred or suffered by any Indemnified Parties arising out of or in connection with Mortgagor's failure to pay any mortgage recording or intangible tax on the making and/or recording of this Security Instrument, the Guaranty, the Note or any of the other Loan Documents, but excluding any income, franchise or other similar taxes.

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ARTICLE 9

WAIVERS

Section 9.1 Waiver of Counterclaim.

To the extent permitted by applicable law, Mortgagor hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Agent arising out of or in any way connected with this Security Instrument, the Credit Agreement, the Guaranty, the Note, any of the other Loan Documents, or the Obligations.

Section 9.2 Marshalling and Other Matters.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR HEREBY WAIVES THE BENEFIT OF ALL APPRAISEMENT, VALUATION, STAY, EXTENSION, REINSTATEMENT, HOMESTEAD AND REDEMPTION LAWS NOW OR HEREAFTER IN FORCE AND ALL RIGHTS OF MARSHALLING IN THE EVENT OF ANY SALE HEREUNDER OF THE PROPERTY OR ANY PART THEREOF OR ANY INTEREST THEREIN. FURTHER, TO THE EXTENT PERMITTED BY APPLICABLE LAW MORTGAGOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS SECURITY INSTRUMENT AND NOTICE OF INTENTION TO MATURE OR DECLARE DUE THE WHOLE OF THE GUARANTEED OBLIGATIONS ON BEHALF OF MORTGAGOR, AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS SECURITY INSTRUMENT.

Section 9.3 Waiver of Notice.

To the extent permitted by applicable law, Mortgagor shall not be entitled to any notices of any nature whatsoever from Agent except with respect to matters for which this Security Instrument or the other Loan Documents specifically and expressly provide for the giving of notice by Agent to Mortgagor and except with respect to matters for which Agent is required by applicable law to give notice, and Mortgagor hereby expressly waives the right to receive any notice from Agent with respect to any matter for which this Security Instrument does not specifically and expressly provide for the giving of notice by Agent to Mortgagor.

Section 9.4 Waiver of Statute of Limitations.

To the extent permitted by applicable law, Mortgagor hereby expressly waives and releases its right to plead any statute of limitations as a defense to payment of or performance of the Guaranteed Obligations.

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Section 9.5 Waiver of Jury Trial.

MORTGAGOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE GUARANTY, THE NOTE, THIS SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY MORTGAGOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. AGENT IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY MORTGAGOR.

ARTICLE 10

INTENTIONALLY DELETED

ARTICLE 11

NOTICES

All notices or other written communications hereunder shall be delivered in accordance with Section 12.12 of the Credit Agreement.

ARTICLE 12

APPLICABLE LAW

Section 12.1 Governing Law; Jurisdiction; Service of Process.

With respect to matters relating to the creation, perfection and procedures relating to the enforcement of the Liens created pursuant to this Security Instrument, this Security Instrument shall be governed by, and construed in accordance with, the laws of the State in which the Property is located (without regard to conflict of law provisions thereof), it being understood that, except as expressly set forth in this paragraph and to the fullest extent permitted by the law of such State, the law of the State of New York (without regard to conflict of law provisions thereof) shall govern all matters relating to this Security Instrument and the other Loan Documents and all of the indebtedness or obligations arising hereunder or thereunder. All provisions of the Credit Agreement and the Guaranty incorporated herein by reference shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 12.2 Provisions Subject to Applicable Law.

All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of

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law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

ARTICLE 13

DEFINITIONS

All capitalized terms not defined herein shall have the respective meanings set forth in the Credit Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in the singular or plural form and the word "Mortgagor" shall mean "Mortgagor and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Agent" shall mean "Agent and any subsequent holder of the Note," the word "Guaranty" shall mean "the Guaranty and any other evidence of indebtedness secured by this Security Instrument," the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Agent in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine and neuter forms and the singular form of nouns and pronouns shall include the plural and vice versa.

ARTICLE 14

MISCELLANEOUS PROVISIONS

Section 14.1 No Oral Change.

This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Mortgagor or Agent, but only by an agreement in writing signed by the party(ies) against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 14.2 Successors and Assigns.

This Security Instrument shall be binding upon and shall inure to the benefit of Mortgagor and Agent and their respective successors and permitted assigns, as set forth in the Credit Agreement. Agent shall have the right to assign or transfer its rights under this Security Instrument in connection with any assignment of the Loan and the Loan Documents. Any assignee or transferee of Agent shall be entitled to all the benefits afforded to Agent under this Security Instrument. Mortgagor shall not have the right to assign or transfer its rights or obligations under this Security Instrument without the prior written consent of Agent, as

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provided in the Credit Agreement, and any attempted assignment without such consent shall be null and void.

Section 14.3 Inapplicable Provisions.

If any term, covenant or condition of the Credit Agreement, the Guaranty, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Credit Agreement, the Note and this Security Instrument shall be construed without such provision.

Section 14.4 Headings, etc.

The headings and captions of the various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 14.5 Subrogation.

If any or all of the proceeds of the Guaranty have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Agent shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Agent and are merged with the lien and security interest created herein as cumulative security for the payment and performance of the Guaranteed Obligations.

Section 14.6 Entire Agreement.

The Guaranty, the Note, the Credit Agreement, this Security Instrument and the other Loan Documents constitute the entire understanding and agreement between Mortgagor and Agent with respect to the transactions arising in connection with the Guaranteed Obligations and supersede all prior written or oral understandings and agreements between Mortgagor and Agent with respect thereto. Mortgagor hereby acknowledges that, except as incorporated in writing in the Guaranty, the Note, the Credit Agreement, this Security Instrument and the other Loan Documents, there are not, and were not, and no Persons are or were authorized by Agent to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Guaranty, the Note, the Credit Agreement, this Security Instrument and the other Loan Documents.

Section 14.7 Limitation on Agent's Responsibility.

No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Agent, nor shall it operate to make Agent responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for

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any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Agent a "mortgagee in possession."

Section 14.8 Principles of Construction.

In the event of any inconsistencies between the terms and conditions of this Security Instrument and the terms and conditions of the Credit Agreement and the Guaranty, the terms and conditions of the Credit Agreement and the Guaranty shall control and be binding.

Section 14.9 Severability.

In case any one or more of the provisions of this Security Instrument, the Guaranty, the Note, the Credit Agreement, any of the other Loan Documents, or any other agreement now or hereafter executed in connection with any one or more of the foregoing is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof. Each of the provisions of every such agreement, document or instrument shall be enforceable by Agent to the fullest extent now or hereafter permitted by law.

Section 14.10 No Partnership or Joint Venture.

No provision of this Security Instrument or any of the other Loan Documents shall constitute a partnership, joint venture, tenancy in common or joint tenancy between Mortgagor and Agent, it being intended that the only relationship created by this Security Instrument, the Credit Agreement, the Guaranty, the Note and the other Loan Documents shall be that of debtor and creditor.

Section 14.11 No Merger.

So long as the Guaranteed Obligations secured hereby remain unpaid and undischarged and unless Agent otherwise consents in writing, the fee, leasehold, subleasehold and sub-subleasehold estates in and to the Property will not merge but will always remain separate and distinct, notwithstanding the union of such estates (without implying Mortgagor's consent to such union) either in Mortgagor, Agent, any tenant or any third party by purchase or otherwise, in the event this Security Instrument is originally placed on a leasehold estate and Mortgagor later obtains fee title to the Property, such fee title will be subject and subordinate to this Security Instrument.

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ARTICLE 15

STATE-SPECIFIC PROVISIONS

Section 15.1 Principles of Construction.

In the event of any inconsistencies between the terms and conditions of this Article 15 and the terms and conditions of this Security Instrument, the terms and conditions of this Article 15 shall control and be binding.

Section 15.2 Illinois Mortgage Foreclosure Law.

(a) The law applicable to any foreclosure of this Security Instrument shall be the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, et seq., as from time to time amended (the "Act").

(b) In the event that any provision in this Security Instrument shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Security Instrument, but shall not invalidate or render unenforceable any other provision of this Security Instrument that can be construed in a manner consistent with the Act.

(c) If any provision of this Security Instrument shall grant to Agent any rights or remedies upon the occurrence and during the continuation of an Event of Default which are more limited than the rights that would otherwise be vested in Agent under the Act in the absence of said provision, Agent shall be vested with the rights granted in the Act to the full extent permitted by law.

(d) Without limiting the generality of the foregoing, all expenses incurred by Agent upon the occurrence and during the continuation of an Event of Default to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Security Instrument, shall be added to the Guaranteed Obligations.

(e) Mortgagor acknowledges that the transaction of which the Mortgagor is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Act) or residential real estate (as defined in Section 15-1219 of the Act), and upon the occurrence and during the continuation of an Event of Default to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption to the extent allowed under Section 15-1601(b) of the Act, and to the full extent permitted by law, the benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption and moratorium laws under any state or federal law.

Section 15.3 Mortgagor Waivers.

(a) Except to the extent contrary to law, Mortgagor agrees that upon the occurrence and during the continuation of an Event of Default, Mortgagor will not at any time

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insist upon or plead or in any manner whatsoever claim the benefit of any valuation, stay, extension, or exemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Security Instrument or the absolute sale of the Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, so far as Mortgagor or those claiming through or under Mortgagor now or hereafter lawfully may, hereby waives upon the occurrence and during the continuation of an Event of Default the benefit of all such laws. Except to the extent contrary to law, Mortgagor hereby waives upon the occurrence and during the continuation of an Event of Default any and all right to have the Property marshaled upon any foreclosure of this Security Instrument or sold in inverse order of alienation, and agrees that Agent or any court having jurisdiction to foreclose this Security Instrument may sell the Property as an entirety. If any law now or hereafter in force referred to in this paragraph of which the parties or their successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph, to the extent not prohibited by law.

(b) In the event of the commencement of judicial proceedings to foreclose this Security Instrument, Mortgagor, on behalf of Mortgagor, its successors and assigns, and each and every person or entity they may legally bind acquiring any interest in or title to the Property subsequent to the date of this Security Instrument: (a) expressly waives any and all rights of appraisal, valuation, stay, extension and (to the extent permitted by law) reinstatement and redemption from sale under any order or decree of foreclosure of this Security Instrument; and (b) to the extent permitted by applicable law, agrees that when sale is had under any decree of foreclosure of this Security Instrument, upon confirmation of such sale, the officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to any purchaser at such sale a deed conveying the Property, showing the amount paid therefor, or if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefor.

Section 15.4 Maximum Amount Secured.

The maximum indebtedness secured by this Security Instrument shall not exceed \$370,000,000; provided, however, that unless the City of Chicago has consented to mortgages made by Mortgagor and Northwind Chicago LLC in favor of Agent securing more than 75% of the fair market value of the District Cooling System as required by Section 4.1.5 of the Chicago Use Agreement, the amount secured by all mortgages made by Mortgagor and Northwind Chicago LLC in favor of Agent shall be limited to 75% of the fair market value of the District Cooling System.

Section 15.5 Business Loan.

Mortgagor covenants and agrees that (i) all of the proceeds of the Loan will be used by Borrower solely for business purposes and in furtherance of the regular business affairs of Borrower, (ii) the entire guaranteed obligation secured hereby constitutes: (A) a "business loan," as that term is used in, and for all purposes of, the Illinois Interest Act, 815 ILCS

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205/0.01, et seq., including Section 4(1)(c) thereof; and (B) a “loan secured by a mortgage on real estate” within the purview and operation of Section 205/4(1)(l) thereof, and (iii) the indebtedness secured hereby is an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. Section 1601m, et seq. and has been entered into solely for business purposes of Borrower and Mortgagor and for Borrower’s and Mortgagor’s investment or profit, as contemplated by said section.

Section 15.6 Protective Advances.

All advances, disbursements and expenditures made by Agent in accordance with the terms of this Security Instrument and the other Loan Documents, either before and during a foreclosure of this Security Instrument, and before and after judgment of foreclosure therein, and at any time prior to sale of the Property, and, where applicable, after sale of the Property, and during the pendency of any related proceedings, in addition to those otherwise authorized by the Act, shall have the benefit of all applicable provisions of the Act.

Section 15.7 Maturity Date.

The Loan shall be due and payable in full on or before February 17, 2015, unless such date is extended pursuant to the terms of the Credit Agreement.

Section 15.8 Collateral Protection Act.

Unless Mortgagor provides Agent with evidence of the insurance required by this Security Instrument or any other Loan Document, Agent may purchase insurance at Mortgagor’s expense to protect Agent’s interest in the Property or any other collateral for the indebtedness secured hereby. This insurance may, but need not, protect Mortgagor’s interests. The coverage Agent purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Property or any other collateral for the indebtedness secured hereby. Mortgagor may later cancel any insurance purchased by Agent, but only after providing Agent with evidence that Mortgagor has obtained insurance as required under this Security Instrument or any other Loan Document. If Agent purchases insurance for the Property or any other collateral for the indebtedness secured hereby, Mortgagor shall be responsible for the costs of that insurance, including the insurance premiums, interest and any other charges that Agent may lawfully 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 secured hereby. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on its own.

Section 15.9 Fixture Filing.

This Security Instrument also constitutes a “fixture filing” pursuant to Section 9-502 of the Illinois Uniform Commercial Code, 810 ILCS 5/1-101, et. seq. and shall be filed in the real estate records of the applicable county’s real estate records office.

- (a) Name of Debtor: MDE Thermal Technologies Inc.

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- (b) Debtor's Mailing Address: As set forth in the introductory paragraph of this Security Instrument.
- (c) Debtors' Organizational ID: 5741583
- (d) Addresses of the Properties: As set forth on Exhibit B-1 to B-8 to this Security Instrument.
- (e) Name of Secured Party: Citibank, N.A., as Collateral Agent for the Lenders.
- (f) Address of Secured Party: As set forth in the introductory paragraph of this Security Instrument.
- (g) This financing statement covers the Property and/or the Collateral, and any proceeds or products of such Property and/or Collateral.
- (h) Some of the above goods are or are to become fixtures on the Real Estate described herein. Mortgagor is holder of the Leasehold Interest described herein upon which the foregoing fixtures and other items and types of property are located.

Section 15.10 Merger.

So long as any of the Guaranteed Obligations shall remain unpaid, unless Agent shall otherwise in writing consent, the fee title and the leasehold estate in the Property shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates either in the lessor or in the lessee, or in a third party, by purchase or otherwise.

ARTICLE 16

LEASEHOLD MORTGAGE

Section 16.1 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 Agent elsewhere in this Security Instrument or in the Loan Documents or at law or in equity, Agent shall have, and Mortgagor hereby grants to Agent, the Leasehold Interest of Mortgagor and any and all rights, privileges and remedies of the Mortgagor provided for in the Property Leases and Property Easements (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 therein) without the necessity of particularly specifying any or all of such rights, privileges and remedies that are or could be granted to Mortgagor pursuant to the Property Leases and the Property Easements. Such interest shall constitute a portion of the Property for all purposes of this Mortgage.

Mortgagor hereby represents, covenants and agrees that:

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(i) This Mortgage is lawfully executed and delivered in conformity with the Property Leases and Property Easements and any and all consents required therefor under the Property Leases and Property Easements 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 Property Leases and Property Easements.

(iii) Mortgagor will promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by it under the Property Leases and Property Easements, 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 Property Leases and Property Easements. In the event of the failure of Mortgagor to make any payment required to be made by Mortgagor pursuant to the provisions of any of the Property Leases and Property Easements 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 any of the Property Leases and Property Easements on the part of Mortgagor thereunder to be observed, kept, discharged and performed, Mortgagor does hereby irrevocably appoint and constitute Agent 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 Agent to perform and comply with all of the obligations of Mortgagor under the Property Leases and Property Easements, to do and take, but without any obligation so to do, any action which Agent deems necessary or desirable to prevent or cure any default by Mortgagor under any of the Property Leases and Property Easements, to enter into and upon the Property or any part thereof to such extent and as often as Agent, 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 interest created by the Property Leases and Property Easements shall be kept unimpaired and free from default, and all sums so expended by Agent, with interest thereon at the default rate set forth in the Credit Agreement from the date of each such expenditure, shall be paid by Mortgagor to Agent promptly upon demand by Agent and shall be added to the Guaranteed Obligations secured by this Mortgage and Agent shall have, in addition to any other remedy of Agent, 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 Credit Agreement. Mortgagor shall, within five (5) days after written request by Agent, execute and deliver to Agent, or to any person designated by Agent, such further instruments, agreements, powers, assignments, conveyances or the like as may be necessary to complete or perfect the interest, rights or powers of Agent pursuant hereto.

(iv) Mortgagor will promptly (i) notify Agent in writing of the receipt by it of any notice of default from the lessor or sublessor, as applicable, under the Property Leases and Property Easements; (ii) notify Agent in writing of the receipt by it of any notice under any of the Property Leases or Property Easements of the termination of any of the Property Leases or Property Easements; (iii) cause a copy of each such notice received by Mortgagor from the lessor or sublessor, as applicable, under the Property

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Leases and Property Easements to be delivered to Agent and (iv) cause a copy of any notice of election or the exercise of any rights of option, purchase or renewal under any of the Property Leases or Property Easements sent by Mortgagor to the lessor, or sublessor, as applicable, under any of the the Property Leases or Property Easements, to be delivered to Agent.

(v) Mortgagor will not, without the prior written consent of Agent, modify any of the Property Leases or Property Easements in any respect or terminate or surrender or suffer or permit any termination or surrender of any of the Property Leases or Property Easements.

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

(vii) Mortgagor will furnish to Agent upon demand, proof of payment of all items which are required to be paid by Mortgagor pursuant to the Property Leases and Property Easements and a statement of any such payments which Mortgagor is contesting or arbitrating pursuant to the terms of the Property Leases and Property Easements.

(viii) Except as otherwise provided in the Property Leases and Property Easements, Mortgagor will not consent to the subordination of the Property Leases and Property Easements to any lien on the fee estate of the lessor under the Property Leases.

(ix) So long as any of the obligations under the Loan Documents shall remain outstanding, Mortgagor shall not fail to exercise any option or right to renew or extend the term of any of the Property Leases or Property Easements without the prior written consent of Agent.

(x) (i) The Property Leases and Property Easements are in full force and effect and unmodified; (ii) all rents (including additional rents and other charges) reserved in said Property Leases and Property Easements 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 Interest and Mortgagor further agrees to defend the Leasehold Interest created under the Property Leases and Property Easements 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 Property Leases and Property Easements 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 Property Leases and Property Easements 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 Property Leases and Property Easements which, with the lapse of time or giving of notice, or both, would constitute a default thereunder .

(b) Bankruptcy.

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(i) If a lessor or grantor under any of the Property Leases or Property Easements shall reject any Property Leases or Property Easements under or pursuant to Section 365 of Title 11 of the Bankruptcy Code, the Mortgagor shall not elect to treat the applicable Property Leases or Property Easements as terminated but shall elect to remain in possession of the applicable Property and the Leasehold Interest under such Property Leases and Property Easements. The lien of the Mortgage covering such Property 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 Property and the Leasehold Interest.

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

(a) Agent shall be deemed a party to the Property Leases or Property Easements (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 Property Leases or Property Easements or the Property.

(b) Mortgagor shall serve Agent with copies of all notices, pleadings and other documents received by Mortgagor relating to or affecting the Property Leases or Property Easements or the applicable Property. Any notice, pleading or document served by Mortgagor on any other party in the bankruptcy case shall be contemporaneously served by Mortgagor on Agent, 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 Agent promptly upon receipt by Mortgagor.

(c) Upon written request of Agent, Mortgagor shall assume the Property Leases or Property Easements, and shall take such steps as are necessary to preserve Mortgagor's right to assume the Property Leases or Property Easements, including without limitation obtaining extensions of time to assume or reject the Property Leases or Property Easements 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 Property Leases or Property Easements or have any Property Leases or Property Easements deemed rejected, then prior to the hearing on such rejection Agent shall be given

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

The Mortgagor shall join with and support any request by Agent to grant and approve the foregoing as necessary for adequate protection of Agent's interest. Notwithstanding the foregoing, Agent 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 Agent's right to receive the specific elements of adequate protection set forth herein.

Mortgagor hereby appoints Agent as its attorney in fact to act on behalf of Agent in connection with all matters relating to or arising out of the assumption or rejection of any Property Lease or Property Easement 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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IN WITNESS WHEREOF, this Security Instrument has been executed by Mortgagor as of the day and year first above written.

MORTGAGOR:

MDE THERMAL TECHNOLOGIES INC., an Illinois corporation

By: Darren Soice
Name: Darren Soice
Title: Vice President

Property of Cook County, Illinois

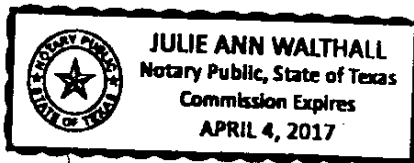
STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

On this 22 day of August, 2014, before me personally came Darren Soice to me known, who, being by me duly sworn, did depose and state that he is the Vice President of MDE THERMAL TECHNOLOGIES INC., the Illinois corporation described in and which executed the above instrument; and said Vice President acknowledged that he executed this instrument as the Vice President thereof on behalf of said corporation and acknowledged said instrument as the free act and deed of said corporation.

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

Julie Ann Walthall
Notary Public

My Commission Expires: April 4, 2017



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EXHIBIT A-1

LEASE DESCRIPTION

(Parcel 2, Plant 4A)

1. That certain lease dated as of December 31, 1996 between Mortgagor (as successor to Unicom Thermal Technologies Inc., an Illinois corporation), as Tenant, and LaSalle National Trust, N.A., successor to LaSalle National Bank, a national banking association, not personally but as Trustee under a Trust Agreement dated May 27, 1981 and known as Trust No. 104000 covering a portion of the real property commonly known as The Merchandise Mart, 200 World Trade Center, Chicago, Illinois, and legally described in Exhibit B-1 attached hereto.

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EXHIBIT A-2

LEASE DESCRIPTION

(Parcel 4, Plant 1)

1. That certain Ground Lease dated December 15, 1993, between LaSalle National Trust, N.A., as lessor and LaSalle Bank National Association (as successor trustee to American National Bank and Trust Company of Chicago), as tenant as trustee under a Trust Agreement dated April 29, 1993 and known as Trust No. 116920-01, covering the real property commonly known as 137 S. State Street, Chicago, Illinois, and legally described in Exhibit B-2 attached hereto.
2. First Amendment dated May 1, 1995, to Ground Lease between LaSalle National Trust, N.A., as lessor and LaSalle Bank National Association (as successor trustee to American National Bank and Trust Company of Chicago), as tenant as trustee under a Trust Agreement dated April 29, 1993 and known as Trust No. 116920-01).
3. Assignment dated April 21, 1994, from John P. Sweeney in favor of Northwind Inc. evidencing an assignment of a 100% undivided interest in Trust No. 116920-01.

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EXHIBIT A-3

LEASE DESCRIPTION

(Parcel 5, Plant 3)

1. Lease between Health Care Service Corporation (Landlord) and Unicom Thermal Technologies, Inc. (Tenant), dated May 1, 1995, covering the real property commonly known as 300 East Randolph Street, Chicago, Illinois, and legally described in Exhibit B-3 attached hereto.
2. Amendment to Lease dated October 20, 2006 between Health Care Service Corporation and Mortgagor.

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EXHIBIT A-4

EASEMENT DESCRIPTION

(Parcel 3, Plant 5)

1. Grant of Easement dated December 30, 1999 between 330 N. Wabash Avenue, L.L.C. ("Grantor") and Unicom Thermal Technologies, Inc. ("Grantee"), recorded as Document No. 00277480 in the Office of the Cook County Recorder of Deeds, covering a portion of the real property commonly known as 330 North Wabash Avenue, Chicago, Illinois, and legally described in Exhibit B-4 attached hereto.
2. Amendment to Grant of Easement dated February 19, 2002 between 330 N. Wabash Avenue, L.L.C. ("Grantor") and Exelon Thermal Technologies, Inc. ("Grantee"), recorded as Document Number 0020243178 in the Office of the Cook County Recorder of Deeds.
3. Second Amendment dated December 22, 2006 by and between 330 N. Wabash Avenue, L.L.C. and MDE Thermal Technologies Inc., f/k/a Unicom Thermal Technologies, Inc., unrecorded.
4. Subordination, Non Disturbance and Attachment Agreement dated February 19, 2002 between Westdeutsche Immobilienbank, in its capacity as Agent for itself and other Lenders and Exelon Thermal Technologies, Inc., recorded as Document No. 0020243179 in the Office of the Cook County Recorder of Deeds (re: mortgage of owner's estate and title).

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EXHIBIT A-5

EASEMENT DESCRIPTION

(Parcel 6)

1. Grant of Easement dated as of March 1, 2000, by and between Mortgagor (as successor to Unicom Thermal Technologies, Inc.), as grantee, and 33 N. Dearborn, L.L.C., a Delaware limited liability company, as grantor, in a portion of the real property commonly known as 33 N. Dearborn Street, Chicago, Illinois, and legally described in Exhibit B-5 attached hereto,

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EXHIBIT A-6

EASEMENT DESCRIPTION

(Parcel 8)

1. Grant of Easement dated as of August 28, 1997, by and between Mortgagor (as successor to Unicom Thermal Technologies, Inc.), as grantee, and Shuwa Riverfront Limited Partnership, an Illinois limited partnership, as grantor, in a portion of the real property commonly known as 321 N. Clark Street, Chicago, Illinois, and legally described in Exhibit B-6 attached hereto,

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EXHIBIT A-7

EASEMENT DESCRIPTION

(Parcel 9)

Grant of Easement dated as of September 16, 1997, by and between Mortgagor (as successor to Unicom Thermal Technologies, Inc.), as grantee, and 320 North Dearborn Street L.L.C., a Delaware limited liability company, as grantor, in a portion of the real property commonly known as 320 N. Dearborn Street, Chicago, Illinois, and legally described in Exhibit B-7 attached hereto.

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EXHIBIT A-8

EASEMENT DESCRIPTION

(Parcel 10)

Grant of Easement dated as of May 31, 1997, by and between Mortgagor (as successor to Unicorn Thermal Technologies, Inc.), as grantee, and Chicago Title and Trust Company, an Illinois corporation, as Trustee under Trust Agreement dated September 15, 1983, Logan/LaSalle, L.L.C., an Illinois limited liability company, and Chicago Title and Trust Company, an Illinois corporation, as Trustee under Trust Agreement dated December 31, 1995, as grantor, in a portion of the real property commonly known as 39 S. LaSalle Street, Chicago, Illinois, and legally described in Exhibit B-8 attached hereto,

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EXHIBIT A-9

EASEMENT DESCRIPTION

(Parcel 11)

A NON-EXCLUSIVE EASEMENT AS CREATED BY AMENDED AND RESTATED GRANT OF EASEMENT, DATED FEBRUARY 14, 2013, AND RECORDED MARCH 8, 2013 AS DOCUMENT NUMBER 1306744051 MADE BY AND BETWEEN VHNA ACQUISITION, LP, A DELAWARE LIMITED PARTNERSHIP AND MIDE THERMAL TECHNOLOGIES INC., AN ILLINOIS CORPORATION, FOR THE PURPOSE OF INSTALLATION, MAINTENNANCE, REPAIR AND REPLACEMENT OF CERTAIN "EQUIPMENT" AS DEFINED THEREIN, WITHIN THAT PORTION OF THE LAND DESCRIBED AS FOLLOWS:

(a) BEING THE AREA DEPICTED ON EXHIBIT B THEREIN AND DESCRIBED AS THE "ORIGINAL EASEMENT AREA", OR

(b) BEING THE AREA DEPICTED ON EXHIBIT B THEREIN AND DESCRIBED AS THE "NEW EASEMENT AREA",

{one of the above choices will be deleted once Chicago Title has been furnished with information establishing that the relocation of the equipment has been completed}

and legally described in Exhibit B-9 attached hereto.

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EXHIBIT B-1

PROPERTY DESCRIPTIONS

PARCEL 2: MERCHANDISE MART (PLANT 4A)

LEASE MADE BY LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 27, 1981 AND KNOWN AS TRUST NUMBER 104000 TO UNICOM, NOW MDE THERMAL TECHNOLOGIES INC., AN ILLINOIS CORPORATION DATED DECEMBER 31, 1996, A MEMORANDUM OF SERVICE AGREEMENT AND LEASE RECORDED JANUARY 2, 1997 AS DOCUMENT 97001142, DEMISING THE LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 1997 AND CONTINUES FOR A PERIOD OF 20 YEARS AND FIRST AMENDMENT TO LEASE AGREEMENT DATED APRIL 1, 2000. LEASE CONTAINS ONE (1) OPTION TO EXTEND THE TERM OF THE LEASE FOR AN ADDITIONAL PERIOD OF TEN (10) YEARS. ASSIGNMENT AND ASSUMPTION OF LEASE AND SERVICE AGREEMENT RECORDED APRIL 9, 1998 AS DOCUMENT 98284694 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 27, 1981, AND KNOWN AS TRUST NUMBER 104000 TO MERCHANDISE MART, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, FORMERLY KNOWN AS 200 WORLD TRADE CENTER, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, OVER THE FOLLOWING DESCRIBED LAND:

PARCEL 2-1:

ALL OF THE LAND, PROPERTY AND SPACE BELOW, AT AND ABOVE THE SURFACE OF THE EARTH IN MARSHALL FIELD AND COMPANY'S AND CHICAGO AND NORTH WESTERN RAILWAY COMPANY'S RESUBDIVISION OF BLOCKS 5 AND 6 IN ORIGINAL TOWN OF CHICAGO ALL IN THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT LOT 10 IN SAID RESUBDIVISION ALL IN COOK COUNTY ILLINOIS.

PARCEL 2-2:

EASEMENT FOR THE BENEFIT OF PARCEL 2-1 OF THE RIGHT TO MAINTAIN THE EXISTING PORTIONS OF THE EAST LATERAL APPROACH TO THE FRANKLIN-ORLEANS STREET VIADUCT, AS GRANTED BY THE CITY OF CHICAGO BY AGREEMENT DATED JUNE 24, 1974 AND RECORDED JULY 12, 1974 AS DOCUMENT 22781631 OVER AND ACROSS:

THE SOUTH 16.00 FEET OF THAT PART OF WEST KINZIE STREET, LYING BETWEEN THE WEST LINE OF NORTH WELLS STREET AND THE EAST LINE OF VACATED

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NORTH FRANKLIN STREET EXTENDED NORTH; LYING NORTH OF AND ADJOINING LOT 1 OF MARSHALL FIELD AND COMPANY'S AND CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S RESUBDIVISION OF BLOCKS 5 AND 6 OF THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2-3:

EASEMENT FOR THE BENEFIT OF PARCEL 2-1, FOR INGRESS AND EGRESS AS GRANTED BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1967 AND KNOWN AS TRUST NUMBER 36223 TO TRUSTEES NAMED ON EXHIBIT A ATTACHED TO SAID INSTRUMENT, BY INSTRUMENT DATED FEBRUARY 15, 1974 AND RECORDED APRIL 24, 1974 AS DOCUMENT 22695490 OVER AND ACROSS:

THAT PART OF LOT 10 BELOW THE FRANKLIN-ORLEANS STREET VIADUCT STRUCTURE IN MARSHALL FIELD AND COMPANY'S AND CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S RESUBDIVISION OF BLOCKS 5 AND 6 IN ORIGINAL TOWN OF CHICAGO, IN THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2-4:

PERPETUAL RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, MAINTAIN, AND USE AN ENCLOSED PASSAGEWAY, NOT MORE THAN 32-1/2 FEET WIDE AND NOT MORE THAN 38.00 FEET IN HEIGHT ABOVE THE FRANKLIN-ORLEANS STREET VIADUCT BETWEEN AN ELEVATION OF +47.0 CHICAGO CITY DATUM AND +85.0 CHICAGO CITY DATUM, FOR THE PURPOSE OF CONNECTING THE IMPROVEMENTS LOCATED FROM TIME TO TIME ON THE PROPERTIES, LYING EAST AND WEST OF THE FRANKLIN-ORLEANS STREET VIADUCT, TO BE LOCATED IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT BY AND BETWEEN THE CITY OF CHICAGO, A MUNICIPAL CORPORATION OF ILLINOIS AND LASALLE NATIONAL BANK, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MARCH 1, 1967 AND KNOWN AS TRUST NO. 36223 DATED JUNE 18, 1974 AND RECORDED ON JUNE 23, 1974 AS DOCUMENT 22764367.

Street Address: 222 W. Merchandise Mart Plaza, Chicago, Illinois 60656

Property Identification Numbers: 17-09-403-001-0000
17-09-403-002-0000

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EXHIBIT B-2

PROPERTY DESCRIPTIONS

PARCEL 4: 137 S. STATE (PLANT 1)

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1(H) OF THE CONDITIONS AND STIPULATIONS OF THE POLICY), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY:

LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1993 AND KNOWN AS TRUST NUMBER 117859, AS LESSOR AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 29, 1993 AND KNOWN AS TRUST NUMBER 116920-01, AS LESSEE DATED AS OF DECEMBER 15, 1993, A MEMORANDUM OF WHICH WAS RECORDED DECEMBER 23, 1993 AS DOCUMENT 03059647, WHICH LEASE DEMISES THE LAND FOR A TERM OF YEARS BEGINNING DECEMBER 15, 1993 AND ENDING AT 12:00 NOON ON THE 14TH DAY OF DECEMBER 2043, EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND.

AS AMENDED BY FIRST AMENDMENT TO GROUND LEASE DATED MAY 1, 1995 AND RECORDED AUGUST 4, 1995 AS DOCUMENT 95516838 MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1993 AND KNOWN AS TRUST NUMBER 117859 AND AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 29, 1993 AND KNOWN AS TRUST NUMBER 116920-01. ASSIGNMENT OF GROUND LEASE TO MDE THERMAL TECHNOLOGIES INC. RECORDED SEPTEMBER 26, 2007 AS DOCUMENT NO. 0726934041.

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND. LOT 10 (EXCEPT THE WEST 27.00 FEET THEREOF TAKEN FOR WIDENING OF STATE STREET) IN BLOCK 3 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 137 South State Street, Chicago, Illinois 60603

Property Identification Number: 17-15-102-004-0000

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EXHIBIT B-3

PROPERTY DESCRIPTIONS

PARCEL 5: BLUE CROSS (PLANT 3)

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: HEALTH CARE SERVICE CORPORATION, A MUTUAL LEGAL RESERVE COMPANY, DOING BUSINESS AS BLUECROSS BLUESHIELD OF ILLINOIS TO EXELON THERMAL TECHNOLOGIES INC., AN ILLINOIS CORPORATION, DATED MAY 1, 1995, A MEMORANDUM OF WHICH WAS RECORDED AS DOCUMENT 0512411473, AND AMENDMENT TO LEASE DATED OCTOBER 20, 2006 BETWEEN HEALTH CARE SERVICE CORPORATION AND MDE THERMAL TECHNOLOGIES, INC., DEMISING THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS ENDING APRIL 30, 2033:

PARCEL 5-1:

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, A DISTANCE OF 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

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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.

PARCEL 5-2

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 5-1, AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 7, 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 5-1 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 A 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 RRECORDED 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

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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 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 5-1, 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 LYING 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;

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

Street Address: 300 East Randolph Street, Chicago, Illinois ~~60601~~

Property Identification Number: 17-10-318-034-0000

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EXHIBIT B-4

PROPERTY DESCRIPTIONS

PARCEL 3: 330 N. WABASH EASEMENT (IBM) (PLANT 5)

EASEMENT IN FAVOR OF MDE THERMAL TECHNOLOGIES INC., A CORPORATION OF ILLINOIS, AS CREATED BY GRANT OF EASEMENT IN FAVOR OF UNICOM, NOW MDE THERMAL TECHNOLOGIES INC., RECORDED APRIL 20, 2000 AS DOCUMENT 00277480 AND AMENDMENT TO GRANT OF EASEMENT MADE BY AND BETWEEN 330 N. WABASH AVENUE, L.L.C., AND EXELON THERMAL TECHNOLOGIES, INC., DATED FEBRUARY 19, 2002 AND RECORDED MARCH 1, 2002 AS DOCUMENT 0020243178, FOR THE PURPOSE(S) SET FORTH THEREIN, OVER AND UPON THE FOLLOWING DESCRIBED LAND:

PARCEL B1:

ALL THAT CERTAIN PARCEL OF LAND CONSISTING OF A PART OF LOT 9 IN BLOCK 2 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH STATE STREET AND RECOGNIZED IN THE WABASH AVENUE BRIDGE ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 29, 1930 WITH THE PRESENT NORTHERLY DOCK LINE OF THE CHICAGO RIVER, AS RECOGNIZED IN SAID ORDINANCE, SAID POINT BEING SOUTH 00 DEGREE, 09 MINUTES, 40 SECONDS WEST, A DISTANCE OF 475.69 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 2 OF KINZIE'S ADDITION TO CHICAGO; THENCE NORTH 63 DEGREES, 02MINUTES, 40 SECONDS EAST ALONG SAID NORTHERLY DOCK LINE, A DISTANCE OF 177.70 FEET; THENCE NORTH 22 DEGREES, 24 MINUTES, 10 SECONDS WEST, A DISTANCE OF 68.58 FEET; THENCE NORTH 67 DEGREES, 35 MINUTES, 30 SECONDS EAST, A DISTANCE OF 18.75 FEET; THENCE NORTH 22 DEGREES, 24 MINUTES, 30 SECONDS WEST, A DISTANCE OF 4.25 FEET; THENCE NORTH 67 DEGREES, 35 MINUTES, 30 SECONDS EAST, A DISTANCE OF 1.62 FEET; THENCE NORTH 22 DEGREES, 24 MINUTES, 30 SECONDS WEST, A DISTANCE OF 119.64 FEET; THENCE NORTH 32 DEGREES, 10 MINUTES, 50 SECONDS EAST, A DISTANCE OF 30.005 FEET FOR A PLACE OF BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 32 DEGREES, 10 MINUTES, 50 SECONDS EAST, A DISTANCE OF 23.745 FEET TO A POINT 131.61 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID EAST LINE

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OF NORTH STATE STREET; THENCE SOUTH 00 DEGREE, 09 MINUTES, 40 SECONDS WEST PARALLEL WITH THE AFORESAID EAST LINE OF NORTH STATE STREET, A DISTANCE OF 10.74 FEET; THENCE SOUTH 53 DEGREES, 26 MINUTES, 39 SECONDS WEST, A DISTANCE OF 7.50 FEET TO THE SOUTHWESTERLY CORNER OF AN EXISTING STEEL COLUMN; THENCE CONTINUING SOUTH 53 DEGREES, 26 MINUTES, 39 SECONDS WEST, A DISTANCE OF 8.21 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND,

PARCEL B2:

ALL THAT CERTAIN PARCEL OF LAND CONSISTING OF A PART OF LOT 8 AND A PART OF LOT 9 IN BLOCK 2; TOGETHER WITH A PART OF VACATED NORTH WATER STREET ADJOINING SAID BLOCK 2 ALL IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH STATE STREET, AS RECOGNIZED IN THE WABASH AVENUE BRIDGE ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 29, 1930, WITH THE PRESENT NORTHERLY DOCK LINE OF THE CHICAGO RIVER, AS RECOGNIZED IN SAID ORDINANCE, SAID POINT BEING SOUTH 00 DEGREE, 09 MINUTES, 40 SECONDS WEST, A DISTANCE OF 475.69 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 2 OF KINZIE'S ADDITION TO CHICAGO; THENCE NORTH 63 DEGREES, 02 MINUTES, 40 SECONDS EAST ALONG SAID NORTHERLY DOCK LINE, A DISTANCE OF 177.70 FEET; THENCE NORTH 22 DEGREES, 24 MINUTES, 30 SECONDS WEST, A DISTANCE OF 68.58 FEET; THENCE NORTH 67 DEGREES, 35 MINUTES, 30 SECONDS EAST, A DISTANCE OF 18.75 FEET; THENCE NORTH 22 DEGREES, 24 MINUTES, 30 SECONDS WEST, A DISTANCE OF 4.25 FEET; THENCE NORTH 67 DEGREES, 35 MINUTES, 30 SECONDS EAST, A DISTANCE OF 1.62 FEET; THENCE NORTH 22 DEGREES, 24 MINUTES, 30 SECONDS WEST, A DISTANCE OF 45.38 FEET TO A POINT 131.61 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID EAST LINE OF NORTH STATE STREET FOR A PLACE OF BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 22 DEGREES, 24 MINUTES, 30 SECONDS WEST, A DISTANCE OF 74.26 FEET; THENCE NORTH 32 DEGREES, 10 MINUTES, 50 SECONDS EAST, A DISTANCE OF 30.005 FEET; THENCE NORTH 53 DEGREES, 26 MINUTES, 39 SECONDS EAST, A DISTANCE OF 8.210 FEET TO THE SOUTHWESTERLY CORNER OF AN EXISTING STEEL COLUMN; THENCE CONTINUING NORTH 53 DEGREES, 26 MINUTES, 39 SECONDS EAST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00 DEGREE, 09 MINUTES, 40 SECONDS WEST PARALLEL WITH THE AFORESAID EAST

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LINE OF NORTH STATE STREET, A DISTANCE OF 103.41 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND,

PARCEL B3:

A TRACT OF LAND IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN COMPRISING THAT PART OF BLOCK 2 AND WATER LOTS 2 TO 8, BOTH INCLUSIVE IN KINZIE'S ADDITION TO CHICAGO; VACATED CARROLL AVENUE (FORMERLY KNOWN AS NEW NORTH WATER STREET) AND VACATED NORTH WATER STREET IN THE CITY OF CHICAGO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO WIT:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH STATE STREET, AS RECOGNIZED IN THE WABASH AVENUE BRIDGE ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 29, 1930, WITH THE PRESENT NORTHERLY DOCK LINE OF THE CHICAGO RIVER, AS RECOGNIZED IN SAID ORDINANCE, SAID POINT BEING SOUTH 00 DEGREE, 09 MINUTES, 40 SECONDS WEST, A DISTANCE OF 475.69 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 2 OF KINZIE'S ADDITION TO CHICAGO; THENCE NORTH 63 DEGREES, 02 MINUTES, 40 SECONDS EAST ALONG SAID NORTHERLY DOCK LINE, A DISTANCE OF 177.70 FEET; THENCE NORTH 22 DEGREES, 24 MINUTES, 30 SECONDS WEST, A DISTANCE OF 68.58 FEET; THENCE NORTH 67 DEGREES, 35 MINUTES, 30 SECONDS EAST, A DISTANCE OF 18.75 FEET; THENCE NORTH 22 DEGREES, 24 MINUTES, 30 SECONDS WEST, A DISTANCE OF 4.25 FEET; THENCE NORTH 67 DEGREES, 35 MINUTES, 30 SECONDS EAST, A DISTANCE OF 1.62 FEET; THENCE NORTH 22 DEGREES, 24 MINUTES, 30 SECONDS WEST, A DISTANCE OF 119.64 FEET TO A POINT 244.60 FEET SOUTHWESTERLY, MEASURED ALONG A LINE WHICH IS SOUTH 32 DEGREES, 10 MINUTES, 50 SECONDS WEST FROM A POINT IN THE SOUTH LINE OF EAST KINZIE STREET, AS RECOGNIZED IN SAID WABASH AVENUE BRIDGE ORDINANCE, WHICH POINT IS 232.81 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 2 OF KINZIE'S ADDITION TO CHICAGO; THENCE NORTH 32 DEGREES, 10 MINUTES, 50 SECONDS EAST TO A POINT, WHICH IS 93.75 FEET SOUTHWESTERLY (MEASURED ALONG THE LINE SOUTH 32 DEGREES, 10 MINUTES, 50 SECONDS WEST) FROM SAID POINT IN THE SOUTH LINE OF EAST KINZIE STREET, WHICH POINT IS 232.81 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 2 OF KINZIE'S ADDITION TO CHICAGO; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 15 DEGREES, 31 MINUTES, 46 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 66.93 FEET; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 728.78 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 59.35 FEET TO A POINT ON THE SOUTH LINE OF EAST KINZIE STREET, WHICH POINT IS 275.21 FEET EAST OF THE NORTHWEST

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CORNER OF SAID BLOCK 2 OF KINZIE'S ADDITION TO CHICAGO; THENCE WEST ALONG THE SOUTH LINE OF KINZIE STREET, A DISTANCE OF 275.21 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 2 OF KINZIE'S ADDITION TO CHICAGO; THENCE SOUTH 00 DEGREE, 09 MINUTES, 40 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK 2 OF KINZIE'S ADDITION TO CHICAGO AND THE EAST LINE OF STATE STREET, A DISTANCE OF 475.69 FEET TO THE PLACE OF BEGINNING; AND,

PARCEL B4:

ALL THAT CERTAIN PARCEL OF LAND CONSISTING OF A PART OF LOT 8 AND PART OF LOT 9 IN BLOCK 2; TOGETHER WITH PART OF VACATED NORTH WATER STREET ADJOINING SAID BLOCK 2 ALL IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH STATE STREET, AS RECOGNIZED IN THE WABASH AVENUE BRIDGE ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 29, 1930 WITH THE PRESENT NORTHERLY DOCK LINE OF THE CHICAGO RIVER, AS RECOGNIZED IN SAID ORDINANCE; SAID POINT BEING SOUTH 00 DEGREE, 09 MINUTES, 40 SECONDS WEST, A DISTANCE OF 475.69 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 2 OF KINZIE'S ADDITION TO CHICAGO; THENCE NORTH 63 DEGREES, 02 MINUTES, 40 SECONDS EAST ALONG SAID NORTHERLY DOCK LINE, A DISTANCE OF 177.70 FEET; THENCE NORTH 22 DEGREES, 24 MINUTES, 30 SECONDS WEST, A DISTANCE OF 68.58 FEET; THENCE NORTH 67 DEGREES, 35 MINUTES, 30 SECONDS EAST, A DISTANCE OF 18.75 FEET; THENCE NORTH 22 DEGREES, 24 MINUTES, 30 SECONDS WEST, A DISTANCE OF 4.25 FEET; THENCE NORTH 67 DEGREES, 35 MINUTES, 30 SECONDS EAST, A DISTANCE OF 1.62 FEET; THENCE NORTH 22 DEGREES, 24 MINUTES, 30 SECONDS WEST, A DISTANCE OF 45.38 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 00 DEGREE, 09 MINUTES, 40 SECONDS EAST, A DISTANCE OF 103.41 FEET; THENCE NORTH 53 DEGREES 26 MINUTES, 39 SECONDS EAST, A DISTANCE OF 5.22 FEET; THENCE SOUTH 00 DEGREE, 09 MINUTES, 40 SECONDS WEST ALONG A LINE PARALLEL WITH AND 135.80 FEET (BY RECTANGULAR MEASUREMENT) EAST OF THE AFORESAID EAST LINE OF NORTH STATE STREET, A DISTANCE OF 116.60 FEET; THENCE NORTH 22 DEGREES, 24 MINUTES, 30 SECONDS WEST, A DISTANCE OF 10.91 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Street Address:-----330 N. Wabash Street, Chicago, Illinois 60611

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EXHIBIT B-5

PROPERTY DESCRIPTIONS

PARCEL 6: 33 N. DEARBORN EASEMENT

A NON-EXCLUSIVE EASEMENT, AS CREATED BY 33 N. DEARBORN, L. L. C., DATED MARCH 1, 2000 AND RECORDED SEPTEMBER 22, 2000 AS DOCUMENT 00743133 TO UNICOM, NOW MDE THERMAL TECHNOLOGIES INC., AN ILLINOIS CORPORATION FOR THE PURPOSE OF TWO (2) 14-INCH INSULATED CHILLED WATER PIPES, OVER THE FOLLOWING

DESCRIBED LAND:

COMMENCING AT THE SOUTHWEST CORNER OF ORIGINAL LOT 4 IN BLOCK 58 IN ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

WHICH IS NOW KNOWN AS:

LOTS 8, 9 AND 10 IN ASSESSOR'S RESUBDIVISION OF SUBLOTS 1 TO 5 OF BLOCK 58 OF ORIGINAL TOWN OF CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1875 AS DOCUMENT 31390 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF SAID ORIGINAL LOT 4, A DISTANCE OF 23.70 FEET TO THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREE EAST ALONG SAID CENTERLINE, A DISTANCE OF 27.50 FEET; THENCE NORTH 45 DEGREES WEST, A DISTANCE OF 23.62 FEET; THENCE NORTH 00 DEGREE EAST, A DISTANCE OF 21.86 FEET; THENCE NORTH 90 DEGREES WEST, A DISTANCE OF 8.93 FEET, MORE OR LESS TO THE WEST LINE OF SAID LOT 4 AND THE TERMINUS OF SAID EASEMENT.

Street Address: 33 North Dearborn Street, Chicago, Illinois *60602*

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EXHIBIT B-6

PROPERTY DESCRIPTIONS

PARCEL 8: 321 N. CLARK EASEMENT:

A NON-EXCLUSIVE, IRREVOCABLE, PERMANENT AND PERPETUAL EASEMENT FOR INGRESS AND EGRESS, DESCRIBED AS FOLLOWS:

A SUBSURFACE EASEMENT FROM THE EXISTING GRADE LEVEL OF +6.00 FEET ABOVE CHICAGO CITY DATUM TO THE HORIZONTAL PLANE OF -2.50 BELOW CHICAGO CITY DATUM, DESCRIBED AS FOLLOWS:

A 5-FOOT WIDE EASEMENT WITHIN BLOCK 2 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NORTH CLARK STREET, SAID POINT BEING 199.42 FEET SOUTH OF THE NORTH LINE OF BLOCK 2; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 134.10 FEET TO A POINT 187.37 FEET WEST OF THE WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 134.10 FEET TO A POINT IN THE EAST LINE OF SAID NORTH CLARK STREET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, AS SET FORTH IN A PERPETUAL NON-EXCLUSIVE SUB-SURFACE EASEMENT FOR THE PURPOSE OF THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF DISTRIBUTION PIPELINE EQUIPMENT, FIBER OPTIC CABLES, CONDUITS AND OTHER APPURTENANCES TO BE USED SOLELY IN CONNECTION WITH A WATER COOLING DISTRIBUTION SYSTEM IN GRANT DATED AUGUST 28, 1997 AS DOCUMENT 97900436 MADE BY AND BETWEEN UNICOM THERMAL TECHNOLOGIES, INC., AN ILLINOIS CORPORATION AND SHUWA RIVERFRONT LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP.

Street Address: 321 North Clark Street, Chicago, Illinois 60654

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EXHIBIT B-7

PROPERTY DESCRIPTIONS

PARCEL 9: 320 N. DEARBORN EASEMENT:

A NON-EXCLUSIVE SUB-SURFACE EASEMENT, AS CREATED BY GRANT OF EASEMENT DATED SEPTEMBER 16, 1997 AND RECORDED OCTOBER 16, 1997 AS DOCUMENT 97769767 FROM 320 NORTH DEARBORN STREET, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY TO UNICOM, NOW MDE THERMAL TECHNOLOGIES INC., AN ILLINOIS CORPORATION, FOR THE PURPOSE OF THE UNDERGROUND INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF DISTRIBUTION PIPELINE EQUIPMENT, FIBER OPTIC CABLES, CONDUITS AND OTHER APPURTENANCES, WHICH EQUIPMENT IS TO BE USED SOLELY IN CONNECTION WITH A WATER COOLING DISTRIBUTION SYSTEM, TO BE LOCATED WITHIN THE

EASEMENT AREA DESCRIBED AS FOLLOWS:

A SUBSURFACE EASEMENT FROM THE EXISTING GRADE LEVEL OF +6.00 FEET ABOVE CHICAGO CITY DATUM TO THE HORIZONTAL PLAN OF -2.50 FEET BELOW CHICAGO CITY DATUM, DESCRIBED AS FOLLOWS:

A 5.00 FOOT WIDE EASEMENT WITHIN BLOCK 2 IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NORTH CLARK STREET, SAID POINT BEING 199.42 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 2; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 321.47 FEET TO A POINT ON THE WEST LINE OF NORTH DEARBORN STREET, SAID POINT BEING 200.16 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 2; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET, A DISTANCE OF 5.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 321.47 FEET TO A POINT ON THE EAST LINE OF SAID NORTH CLARK STREET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST ALONG THE EAST LINE OF SAID NORTH CLARK STREET, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. (EXCEPTING THEREFROM ANY PORTION NOT LYING WITHIN THE FOLLOWING DESCRIBED LAND:)

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET, (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 187.48 FEET TO A POINT ON A LINE 134.10 FEET EAST, (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCRETE FOUNDATION WALL AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF), A DISTANCE OF 305.09 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE 187.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Street Address: 320 N. Dearborn Street, Chicago, Illinois 60654

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EXHIBIT B-8

PROPERTY DESCRIPTIONS

PARCEL 10: 39 S. LASALLE EASEMENT:

A NON-EXCLUSIVE EASEMENT AS CREATED BY GRANT OF EASEMENT DATED MAY 31, 1997 AND RECORDED SEPTEMBER 2, 1997 AS DOCUMENT 97641685 FROM CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1982 AND KNOWN AS TRUST NUMBER 1084237; LOGAN LASALLE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 31, 1995 AND KNOWN AS TRUST NUMBER 1102059 TO UNICOM, NOW MDE THERMAL TECHNOLOGIES INC., AN ILLINOIS CORPORATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING AND REMOVING CERTAIN PIPING AND RELATED STRUCTURES AND EQUIPMENT, WHICH SHALL BE INSTALLED IN A PORTION OF THE FOLLOWING DESCRIBED LAND:

PARCEL 10-1:

THE SOUTH 80.00 FEET OF THE ORIGINAL LOTS 6, 7 AND 8 (EXCEPT THAT PART OF LOT 8 TAKEN AND USED FOR LASALLE STREET) IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10-2:

THE VACATED PUBLIC ALLEY, LYING NORTH OF AND ADJOINING LOTS 21 TO 28, BOTH INCLUSIVE; LYING SOUTH OF AND ADJOINING LOTS 29, 31, 32 AND 33; LYING EAST OF THE EAST LINE OF SOUTH LASALLE STREET, AS WIDENED, AND LYING WEST OF AND ADJOINING LOTS 18 AND 19 IN ASSESSOR'S DIVISION OF BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 28 AFORESAID; THENCE EAST ALONG THE NORTH LINE OF LOTS 28, 27, 26, 25, 24, 23, 22 AND 21 AFORESAID TO THE NORTHEAST CORNER OF LOT 21 AFORESAID; THENCE NORTH ALONG THE WEST LINE OF LOTS 18 AND 19 TO THE SOUTHEAST CORNER OF LOT 33 AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF LOTS 33, 32 AND 31 AND

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PART OF LOT 29 TO A POINT 45.10 FEET EAST OF THE WEST LINE OF SAID LOT 29; THENCE SOUTH PARALLEL WITH SAID WEST LINE, A DISTANCE OF 8.00 FEET; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 29 TO THE SOUTHWEST CORNER OF LOT 29, BEING ALSO THE EAST LINE OF SOUTH LASALLE STREET, AS WIDENED; THENCE SOUTH ALONG SAID EAST LINE OF SOUTH LASALLE STREET, AS WIDENED TO THE POINT OF BEGINNING, EXCLUDING THEREFROM THE EAST 22.75 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS. SAID EASEMENT AREA IS SHOWN ON EXHIBIT "B" ATTACHED THERETO.

Street Address: 39 S. LaSalle Street, Chicago, Illinois 60603

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EXHIBIT B-9

PROPERTY DESCRIPTIONS

PARCEL 11:

A NON-EXCLUSIVE EASEMENT AS CREATED BY AMENDED AND RESTATED GRANT OF EASEMENT, DATED FEBRUARY 14, 2013, AND RECORDED MARCH 8, 2013 AS DOCUMENT NUMBER 1306744051 MADE BY AND BETWEEN VHNA ACQUISITION, LP, A DELAWARE LIMITED PARTNERSHIP AND MDE THERMAL TECHNOLOGIES INC., AN ILLINOIS CORPORATION, FOR THE PURPOSE OF INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF CERTAIN "EQUIPMENT" AS DEFINED THEREIN, LOCATED IN A PORTION OF THE FOLLOWING DESCRIBED LAND:

BEING THE AREA DEPICTED ON EXHIBIT B THEREIN AND DESCRIBED AS THE "NEW EASEMENT AREA",

PARCEL 11-1:

LOTS 30 AND 31 IN BLOCK 7 IN FORE DEARBORN ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11-2:

THE EAST 1/2 OF WABASH AVENUE, LYING WESTERLY OF AND ADJACENT TO SAID LOT 31, AFORESAID AND SAID WEST LINE EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF HADDOCK PLACE AND EXTENDED SOUTH TO THE SOUTH LINE OF THE NORTH 1/2 OF LAKE STREET, IN COOK COUNTY, ILLINOIS.

PARCEL 11-3:

THE SOUTH 1/2 OF HADDOCK PLACE, LYING NORTHERLY OF AND ADJACENT TO PARCEL 1, IN COOK COUNTY, ILLINOIS.

PARCEL 11-4:

THE NORTH 1/2 OF LAKE STREET, LYING SOUTHERLY OF AND ADJACENT TO PARCEL 1, IN COOK COUNTY, ILLINOIS.

Street Address: 203 N. Wabash Street, Chicago, Illinois 60601

Property Identification Number: 17-10-303-007-0000