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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1810245048

Doc# 1810245048 Fee \$86.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/12/2018 01:18 PM PG: 1 OF 25

The property identified as: **PIN:** 09-32-402-004-0000

Address:

Street: Part of O'Hare Airport

Street line 2:

City: Chicago

State: IL

ZIP Code: 60666

Lender: Wells Fargo Bank, National Association, as Master Trustee

Borrower: Aero Chicago, LLC

Loan / Mortgage Amount: \$900,000,000.00

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.

18006747

10 of 11 JY.k

Certificate number: 31265EBF-D748-4CBA-A8F0-F58893135F3A

Execution date: 4/11/2018

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[This Space For Recorder's Use Only]

Leasehold Mortgage, Assignment of Leases and Rents,
Security Agreement, Financing Statement and Fixture Filing

from

AERO CHICAGO, LLC

to

Wells Fargo Bank, National Association, as Master Trustee

(relating to property located in
the City of Chicago, Illinois)

Dated April 11, 2018

PREPARED BY AND AFTER
RECORDING RETURN TO:

Greenberg Traurig, LLP
2700 Two Commerce Square
2001 Market Street
Philadelphia, PA 19103
Attn: Alexander L. Scarola, Esq.

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- SCHEDULE A: DESCRIPTION OF THE GROUND LEASE
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LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Mortgage")

AERO CHICAGO, LLC, a limited liability company organized and existing under the laws of the State of Delaware, with a principal place of business at c/o Aeroterm Management, LLC, 201 West Street, Suite 200, Annapolis, Maryland 21401, Attention: Grayson Witmer (the "Grantor"), for good and valuable consideration received to its full satisfaction from WELLS FARGO BANK, NATIONAL ASSOCIATION, as Master Trustee, with an address at 230 West Monroe Street, Suite 2900, Chicago, Illinois 60606, Attention: Corporate Trust Administration (the "Master Trustee" and, together with any subsequent holder of this Mortgage, the "Grantee") under and pursuant to that certain Master Trust Indenture, dated as of September 1, 2012, as supplemented by the First Supplemental Master Trust Indenture, dated as of September 1, 2012, and the Second Supplemental Master Trust Indenture, dated as of April 1, 2018, as the same may be amended and supplemented from time to time, from the Grantor and certain affiliates of the Grantor to the Master Trustee (the "Master Indenture"), does hereby freely mortgage, warrant, give, grant, assign, bargain, sell, alienate, convey and confirm unto the Grantee and to the Grantee's successors and assigns, forever, all of the Grantor's right, title and interest in and to the following property, interests and rights, whether now owned or existing or hereafter acquired or arising (the "Mortgaged Property").

All right, title and interest of the Grantor, under that certain Aero Chicago, LLC Cargo Facility Phase II Lease, dated April 26, 2016 between City of Chicago, as lessor (the "Ground Lessor") and Grantor, as lessee, as described on Schedule A hereto, as the same may be amended and supplemented from time to time in accordance with the provisions thereof, together with all privileges and appurtenances thereto (the "Ground Lease"), in that certain real property, together with the buildings and other improvements now or hereafter placed thereon, situate, lying and being in Chicago, Illinois, and more particularly bounded and described in Schedule B annexed hereto, subject to the Permitted Encumbrances set forth on Schedule C hereto, and with such other Permitted Encumbrances as shall be permitted pursuant to the terms of the Master Indenture, together with all the right, title and interest of the Grantor in and to all streets, roads and public places, open or proposed, in front of and adjoining such real property and all easements and rights of way, public or private, now or hereafter used in connection with such real property (such real property, such improvements, such right, title and leasehold interest, and such easements and rights of way are collectively herein called the "Premises");

TOGETHER with all fixtures, equipment, machinery, apparatus, appliances, fittings, chattels and articles of personal property, now or hereafter attached to, or used or usable in connection with any present or future occupancy of the Premises and all renewals and replacements thereof and additions and accessions thereto, including without limitation partitions, elevators, lifts, steam and hot water boilers, heating and air conditioning equipment, lighting and power plants, engines, motors, compressors, ducts, coal, oil and gas burning apparatus, pipes, pumps, plumbing, radiators, sinks, bath tubs, water closets, refrigerators, gas and electrical fixtures, communications apparatus, stoves, ranges, shades, screens, awnings, vacuum cleaning system, and sprinkler system or other fire prevention or extinguishing apparatus and materials, all of which shall be deemed to be, remain and form a part of the Premises and are covered by the lien of this Mortgage (the "Project Equipment");

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TOGETHER with all insurance proceeds and awards and other compensation payments, including interest thereon, which are heretofore or hereafter made with respect to the Mortgaged Property as a result of or in lieu of any taking by eminent domain, the alteration of the grade of any street, any other injury to or decrease in the value of the Mortgaged Property, or the damage or destruction to all or a portion of the Mortgaged Property, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by the Grantee, and of the reasonable attorneys' fees, costs and disbursements incurred by the Grantee in connection with the collection of such award or payment;

TOGETHER with all moneys, investment property, rents, operating and non-operating revenues, receipts and income received or receivable by the Grantor and all rights to receive the same, whether in the form of accounts, accounts receivable, contract rights, chattel paper, instruments, investment property, general intangibles or other rights and all proceeds thereof, including insurance proceeds and condemnation awards, whether now existing or hereafter coming into existence and whether now owned or hereafter acquired (the "Gross Receipts");

TOGETHER with all accounts, goods, general intangibles and books and records;

TOGETHER with all products and proceeds of the foregoing;

TOGETHER with any and all further estate, right, title, interest, property, claim and demand whatsoever of the Grantor in or to any of the above;

TOGETHER with all appurtenances in respect of or otherwise relating to the Ground Lease, including, but not limited to, renewal options and expansion right, and all the estate and rights of Grantor of, in and to (i) all modifications, extensions and renewals of the Ground Lease and all rights to renew or extend the term thereof, (ii) all credits to and deposits of Grantor under the Ground Lease, (iii) all other options, privileges and rights granted and demised to Grantor under the Ground Lease, (iv) all the right or privilege of Grantor to terminate, cancel, abridge, surrender, merge, modify or amend the Ground Lease and (v) any and all possessory rights of Grantor and other rights and/or privileges of possession, including, without limitation, Grantor's right to elect to remain in possession of the Land and the leasehold estate created by the Ground Lease pursuant to Section 365(h)(1) of the federal bankruptcy code (as amended from time to time and including any successor legislation thereto, the "Bankruptcy Code");

TOGETHER with all of Grantor's claims and rights to damages and any other remedies in connection with or arising from the rejection of the Ground Lease by the Ground Lessor (including any successor or assign thereof) or any trustee, custodian or receiver appointed pursuant to the Bankruptcy Code in the event that there shall be filed by or against the Ground Lessor any petition, action or proceeding under the Bankruptcy Code or under any other similar federal or state/commonwealth law now or hereinafter in effect;

TO HAVE AND TO HOLD the Mortgaged Property with the privileges and appurtenances thereto unto the Grantee, its successors and assigns for and during the rest, residue and remainder of the term of years yet to come and unexpired in the Ground Lease and the renewals therein provided for subject, nevertheless, to the rents, covenants, conditions and provisions of the Ground Lease, to its and their own proper use and behoof. The Grantor, for

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itself and its successors and assigns, represents and covenants with the Grantee and its successors and assigns that the Grantor is lawfully seized with a leasehold interest in the Premises; that the Mortgaged Property is free from all encumbrances except for Permitted Encumbrances; that the Grantor has good right, full power and lawful authority to mortgage, sell and convey its interest in the Mortgaged Property to the Grantee; and that the Grantor and its successors and assigns will warrant and defend the Mortgaged Property to the Grantee and its successors and assigns forever against the claims and demands of all persons except for Permitted Encumbrances;

WHEREAS, the Master Indenture provides that the persons designated as "Members" therein, including, without limitation, the Grantor, are jointly and severally obligated on obligations issued thereunder, including, without limitation those obligations issued as of the date hereof (together with any subsequent obligations issued under the Master Indenture, the "Notes");

WHEREAS, as security for its obligations under the Master Indenture, the Grantor has executed and delivered this Mortgage; and

NOW, THEREFORE, IN ORDER TO MORE FULLY PROTECT THE SECURITY OF THIS MORTGAGE, THE GRANTOR REPRESENTS, WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

Section 1: INDEBTEDNESS SECURED. This Mortgage is granted to secure certain indebtedness consisting of the Notes evidencing a borrowing by the Grantor or another Member of the Obligated Group pursuant to and secured in accordance with the Master Indenture and also to secure all other Obligations of the Grantor and the Obligated Group under the Master Indenture. All amounts payable hereunder shall be paid to, held and applied by the Master Trustee in accordance herewith and with the Master Indenture. A copy of the Master Indenture is on file with the Master Trustee.

As used herein, "Obligations" shall mean any and all payment and performance liabilities and obligations of the Grantor or the Obligated Group under the Master Indenture to any Holder of every kind, set forth in or arising under the Notes or other Obligations, however evidenced and whether now existing or hereafter incurred, direct or indirect, matured or not matured, absolute or contingent, now due or hereafter to become due (including, without limitation, any and all costs and attorneys' fees and expenses incurred by the Grantee or the holders of the Obligations in enforcement or collection, whether by suit or by any other means, of any of the Obligations to the extent the same is required to be paid by the Master Indenture) and any modifications, extensions or renewals of any of the foregoing.

Section 2: Payment and Compliance. The Grantor shall pay the debt evidenced by the Notes at the times and in the manner provided therein and in the Notes and shall pay all other Obligations under the Master Indenture in accordance with the requirements thereof, and will comply with all of the terms and conditions to be complied with by the Grantor under the provisions of this Mortgage, the Notes and the Master Indenture.

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Section 3: Taxes.

A. The Grantor shall: (1) prior to the date on which any interest or penalties shall commence to accrue thereon, cause to be paid and discharged all taxes (including but not limited to ad valorem taxes), assessments, water and sewer rents and charges and all license or permit fees, levies, and governmental charges, payments in lieu of any of the foregoing, general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever, which are or may have been, or may hereafter be, charged, assessed, levied, or imposed upon or against the Mortgaged Property, or any part thereof by any lawful authority, or which may become a lien thereon and (2) not suffer, and promptly cause to be paid and discharged, any lien or charge whatsoever which by any present or future law may be or become superior, or on a parity with or junior to, either in lien or in distribution out of the proceeds of any judicial sale, the lien of this Mortgage created hereunder and (3) cause to be paid, when due, all charges for utilities whether public or private.

B. Notwithstanding the foregoing, the Grantor may in good faith contest, by proper legal proceedings, the validity or amount of any such tax or charge, and may permit such tax or charge to remain unpaid during the period of such contest, provided (1) no Event of Default, or event or condition which, with the giving of notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing; (2) the Grantor maintains and prosecutes with diligence such contest; (3) the Grantor shall pay such contested tax or charge and all costs and penalties, if any, and shall deliver to the Master Trustee evidence acceptable to the Master Trustee of such payment promptly if such contest is terminated or determined adversely to the Grantor, and in any event prior to the date any portion of the Mortgaged Property may be sold or otherwise transferred because of non-payment of the tax or charge; and (4) the Grantor shall deposit with the Master Trustee during such contest cash or a surety bond in the amount of such unpaid tax or charge plus interest and penalties anticipated to accrue thereon in amounts reasonably satisfactory to the Master Trustee which, notwithstanding any provision hereof to the contrary, the Master Trustee may use, and shall use at the written direction of the Majority Applicable Holders to pay the same prior to the date any portion of the Mortgaged Property may be sold or otherwise transferred because of non-payment of the tax or charge.

Section 4: Insurance.

A. The Grantor shall keep, or cause to be kept, the Mortgaged Property insured for the benefit of the Grantee against such losses and risks and in such amounts as provided in the Master Indenture.

B. In the event of any loss or damage to the Mortgaged Property there shall be no abatement or reduction in the amount payable by the Grantor hereunder or under the Notes and the Master Indenture, and the Grantor shall continue to make such payments. The Grantor shall give immediate notice of any such loss or damage to the Grantee. All insurance proceeds shall be collected, held and expended as provided in the Master Indenture.

C. If the Grantee shall acquire title to the Mortgaged Property by virtue of foreclosure, a deed in lieu of foreclosure or a judicial sale thereof, or otherwise, then all of the

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Grantor's right, title, estate and interest in and to all insurance policies, including unearned premiums thereon and the proceeds thereof, shall vest in the Grantee.

Section 5: Eminent Domain.

A. The Grantor shall give the Grantee immediate notice of the actual or threatened commencement of any proceedings under eminent domain affecting all or any part of the Mortgaged Property, including without limitation severance and consequential damage and change in grade of streets. In the event of any aforementioned actual or threatened commencement, the Grantor shall proceed as set forth in the Master Indenture. All condemnation proceeds shall be collected, held and expended as provided in the Master Indenture.

B. There shall be no abatement or reduction in the amount payable by the Grantor hereunder or under the Master Indenture or the Notes in the event of the commencement of any eminent domain proceeding affecting the Mortgaged Property, and the Grantor shall continue to be obligated to make all such payments.

Section 6: Compliance with Law. The Grantor shall:

A. operate or cause the Premises to be operated as airport facilities qualifying under Section 142(a)(1) of the Code, if applicable, and in compliance with the Ground Lease, which facilities may include functionally related and subordinate uses, and maintain all certifications and licenses required for such use;

B. comply in good faith with all laws, ordinances and regulations, including, without limitation, all licensure, building, zoning, safety and environmental laws, which hereafter in any manner may affect the Premises or the use or operation thereof; and have the right in good faith to contest such laws, ordinances and regulations or appeal from any decision adverse to the Grantor based thereon by appropriate proceedings diligently conducted, but all costs, fees and expenses incurred in connection with such proceedings shall be borne by the Grantor and *provided that* during such contest or appeal the Grantor complies therewith unless enforcement is stayed; and

C. not engage in any business other than the operation and leasing of its Projects and Mortgaged Properties as airport facilities in accordance with clause (A) above (and activities incidental thereto, including, without limitation, rental of space at its Projects and Mortgaged Properties to appropriately licensed service providers and airline service providers);

Section 7: Maintenance and Repair; Inspection. The Grantor shall at all times cause its business to be carried on and conducted in an efficient manner and the Premises and Project Equipment to be maintained, preserved and kept in good repair, working order and condition and all needful and proper repairs, renewals and replacements thereof to be made; provided, however, that nothing herein contained shall be construed to obligate it to preserve, repair, renew or replace any personal property, leases on personalty, rights, privileges or licenses no longer used or, in the reasonable judgment of its Governing Person, useful and desirable in the conducts of its business.

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Section 8: Sale, Lease, Encumbrance, Mortgage and Use. The Grantor shall not directly or indirectly sell, lease, encumber, mortgage, transfer or otherwise dispose of title to all or any part of the Mortgaged Property, except to the extent permitted by the Master Indenture.

Section 9: Payment of Other Debt. The Grantor shall:

A. promptly pay or otherwise satisfy and discharge all of its obligations and indebtedness and all demands and claims (any such obligation, indebtedness, demands and claims being "*Claims*") against it as and when the same become due and payable, other than any thereof (exclusive of the Obligations issued and Outstanding under the Master Indenture) whose validity, amount or collectability is being contested in good faith by appropriate proceedings;

B. notwithstanding the foregoing, the Grantor may in good faith contest, by proper legal proceedings, the validity or amount of any such Claim as permitted in (A) above, and may permit such Claim to remain unpaid during the period of such contest, provided (i) no Event of Default, or event or condition which, with the giving of notice or the passage of time or both, would constitute an Event of Default, has occurred and is continuing; (ii) the Grantor maintains and prosecutes with diligence such contest; (iii) the Grantor shall pay such contested Claim and all costs and penalties, if any, and shall deliver to the Grantee evidence acceptable to the Grantee of such payment promptly if such contest is terminated or determined adversely to the Grantor, and in any event prior to the date any portion of the Mortgaged Property may be sold or otherwise transferred because of non-payment of the Claim; and (iv) the Grantor shall deposit with the Master Trustee during such contest cash or a surety bond in the amount of such unpaid Claim plus interest and penalties anticipated to accrue thereon in amounts reasonably satisfactory to the Master Trustee which, notwithstanding any provisions hereof to the contrary, the Master Trustee may use, and shall use at the written direction of the Majority Applicable Holders to pay the same prior to the date any portion of the Mortgaged Property may be sold or otherwise transferred because of non-payment of the Claim.

Section 10: Estoppel Certificates; Instruments of Further Assurance; and SNDAs.

A. The Grantor, within ten (10) business days after written request from the Grantee, shall furnish a duly acknowledged: (1) certificate of the Grantor setting forth the amount of principal and interest due and payable with respect to the Notes and the other Obligations of the Obligated Group under the Master Indenture and all other Obligations hereunder, and whether any offsets, defenses or defaults exist with respect to this Mortgage or the debt secured hereby, (2) certificate of any person having or acquiring an interest in or encumbrance on all or any part of the Mortgaged Property setting forth the nature and extent of the interest and stating that the interest is subordinate to this Mortgage and whether any offsets or defenses exist with respect to this Mortgage or the debt secured hereby except as otherwise permitted pursuant to the Master Indenture, and (3) lease ratification, subordination and estoppel agreement with respect to any lease of the Premises, executed by the Grantor and the lessee thereunder, indicating the date the original lease term commenced, and to the effect, if such be the case, that the lease is in full force and effect and no default exists thereunder, that the lessee is in possession of that portion of the Premises subject to the lease, and that no rental payments have been made in advance except with the Grantee's approval, except that with respect to the certificates and agreements described in (2) and (3) above, the Grantor shall only be required to use its reasonable efforts. The Grantor

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shall, at its expense and promptly upon request of the Grantee, do all acts and things, including but not limited to, the execution of any further assurances deemed necessary by the Majority Applicable Holders establish, confirm, maintain and continue the lien created and intended to be created hereby, all assignments made or intended to be made pursuant hereto and all other rights and benefits conferred or intended to be conferred on the Grantee hereby, and the Grantor shall pay all costs incurred by the Grantee in connection therewith, including all filing and recording costs, costs of searches, and reasonable attorney's fees incurred by the Grantee.

B. Grantee hereby agrees that (i) within ten (10) business days after written request from Grantor, it shall furnish a duly acknowledged certificate setting forth the amount of principal and interest due and payable with respect to the Notes and the other Obligations of the Obligated Group under the Master Indenture and all other Obligations hereunder and whether, to its knowledge, any default exists with respect to this Mortgage or the debt secured hereby; and (ii) Grantee shall enter into a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") with any lessee of Grantor, upon the reasonable prior request of such lessee. The form and substance of such SNDA shall be reasonably satisfactory to Grantee. The Master Trustee may enter into such SNDA without notice to, or the consent of, any Holder.

Section 11: Security Agreement. This Mortgage is and shall be deemed to be a security agreement under the Illinois Uniform Commercial Code with respect to, and the Grantor hereby grants a security interest to the Grantee in and to, the Project Equipment, the Gross Receipts and all other portions of the Mortgaged Property that constitute personal property (hereinafter collectively referred to as "Personal Property"), and the Grantee shall have all of the rights of a secured party thereunder.

In addition upon filing this Mortgage in the Recorder of Deeds in Cook County, Illinois, this Mortgage shall be effective as a financing statement filed as a fixture filing. This Mortgage constitutes a financing statement filed as a fixture filing in the Recorder of Deeds in Cook County, Illinois with respect to any and all fixtures included within the term "Mortgaged Property" as used herein, and with respect to any goods or other personal property that may now be or hereafter become such fixtures. For purposes of such financing statement, Mortgagor is the "debtor" and Mortgagee is the "secured party", and their respective mailing addresses are those set out below. Mortgagor grants to Mortgagee a security interest in all existing and future goods which are now or in the future become Fixtures relating to the Mortgaged Premises and the proceeds thereof. Mortgagor covenants and agrees that the filing of this Mortgage in the Recorder of Deeds in Cook County, Illinois shall also operate from the date of such filing as a fixture filing in accordance with Section 9-501 and 9-502(c) of the Illinois Uniform Commercial Code. For such purposes, the debtor's name, organizational identification number, and address are as follows:

Aero Chicago, LLC
 c/o Aeroterm Management, LLC
 201 West Street, Suite 200
 Annapolis, Maryland 21401
 Attention: Greyson Witmer

Organizational Identification Number: 4396396

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the secured party's name and address are as follows:

Wells Fargo Bank, National Association, as Master Trustee
 230 West Monroe Street, Suite 2900
 Chicago, Illinois 60606
 Attention: Corporate Trust Administration

The Grantor shall execute and deliver to the Master Trustee, or file, as appropriate, any security agreement, financing or continuation statement or other document necessary to protect or perfect the Grantee's lien on the Personal Property, and pay all filing fees and other costs, disbursements, expenses and reasonable counsel fees and expenses incurred by the Grantee in connection therewith. The Grantor authorizes the Grantee, to the extent permitted by law (but without diminishing Grantor's obligations hereunder), to sign and file any financing or continuation statement at any time with respect to the Personal Property in the absence of any signature by or on behalf of the Grantor.

The Grantor is formed under the laws of the State of Delaware, and the chief executive office and principal place of business of Grantor is 201 West Street, Suite 200, Annapolis, Maryland 21401. Grantor shall not change its state of formation, name, chief executive office or principal place of business without giving the Grantee at least thirty (30) days' prior written notice thereof, which notice shall be accompanied by new financing statements executed by Grantor in the same form as the financing statements delivered to Grantee on the date hereof except for the change of name, chief executive office and/or address. Without limiting the foregoing, Grantor hereby irrevocably appoints the Grantee and each of its officers attorneys-in-fact for Grantor to execute, deliver and file such instruments for and on behalf of Grantor. The originals of all documents evidencing any portion of the Mortgaged Property and the only original books of account and records of relating thereto are, and will continue to be, kept at such chief executive office or at such new location as Grantor may establish in accordance with this Section 11.

Section 12: Books, Records and Accounts. The Grantor will maintain or cause to be maintained proper and accurate books, records and accounts reflecting all items of income and expense received or paid by the Grantor or any other person in connection with the Mortgaged Property. The Grantee shall have the right at any time during normal business hours to examine and copy any such books, records and accounts wherever located.

Section 13: Assignment of Leases and Rents.

A. As further security for the payment of the debt secured hereby, the Grantor hereby assigns to the Grantee the leases, rents, issues and profits of the Mortgaged Property.

B. The Grantor agrees not to collect rent more than thirty (30) days in advance of its due date under any lease of all or any part of the Mortgaged Property. All leases hereinafter entered into by the Grantor must provide that the tenant thereunder shall pay to the Grantee (or as directed by the Grantee) all sums due under the lease upon notice to the tenant from the Grantee, and that the Grantor shall, at the Grantee's option, furnish the Grantee with an estoppel and subordination and attornment letter agreement as to its respective leases in form and

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substance reasonably acceptable to the Grantee. Grantor hereby authorizes and directs the present and future tenants and occupants named in any leases, upon receipt from the Grantee of written notice stating that an Event of Default has occurred, to pay over to Grantee (or as directed by the Grantee) all rents, income and profits arising or accruing under such leases or from the premises described therein and to continue to do until otherwise notified by the Grantee. The Grantor agrees that any such notice by the Grantee shall be valid and binding, without any obligation or right to inquire as to whether any such default actually exists and notwithstanding any notice from or claim of the Grantor to the contrary, and that the Grantor shall have no right or claim against any such tenant or occupant who has made payment to the Grantee following receipt of such notice.

C. The Grantor shall not assign to any person other than the Grantee the leasehold payments, rents, issues and profits of the Mortgaged Property, or cancel, except in accordance with the terms of the Master Indenture, abridge or otherwise modify or amend any material provision of any lease of all or any part of the Premises. In addition, the Grantor shall observe and comply with all of its obligations as lessor under any such lease, will promptly notify the Grantee if it receives any notice of a material default by it thereunder and will forward a copy of any such default notice to the Grantee, and enforce any material default thereunder by the lessee.

Section 14: Grantee's Performance of Grantor's Obligations. The Grantee may, but shall not be obligated to, (a) advance, on behalf of the Grantor, any amounts due under a promissory note or similar instrument secured by a prior mortgage on the Mortgaged Property, or (b) pay any amount which the Grantor has failed to pay or perform any act which the Grantor has failed to pay or perform hereunder, in which event the costs, disbursements, expenses and reasonable counsel fees and expenses thereof, together with interest thereon from the date the expense is paid or incurred at the prime interest rate publicly announced from time to time by the Master Trustee as a commercial bank plus 2% (the "Default Rate"), shall be payable on demand by the Grantor and shall be secured by the lien of this Mortgage.

Section 15: Events of Default. The occurrence of an Event of Default under the Master Indenture shall constitute an Event of Default hereunder without further grace periods or notices being given.

Section 16: Remedies on Default.

A. Whenever an Event of Default shall have occurred, the Grantee may declare any portion or the entire unpaid balance of the principal indebtedness, accrued interest and all other sums secured by this Mortgage to be immediately due and payable without notice or demand. If an Event of Default shall occur, the Grantee may, but shall not be obligated to, forthwith, with or without accelerating the Notes or the indebtedness evidenced by the Notes or the Master Indenture and all other amounts due thereunder, exercise any and all rights available to it at law or in equity, elect to apply any of the following remedies or any remedy set forth in the Master Indenture (which remedies shall be cumulative) and may without further delay, but shall not be obligated to, exercise any one or more of the following rights:

(1) The Grantee may foreclose this Mortgage and exercise its rights as a secured party, in accordance with applicable law, for all or any portion of the debt secured

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hereby which is then due and payable, by acceleration or otherwise, subject to the continuing lien of this Mortgage for the balance not then due and payable. The proceeds from any disposition, transfer or re-letting of the Mortgaged Property shall be applied first to all expenses (including reasonable attorney's fees and expenses) of retaking, holding, storing, processing, preparing for sale, selling, collecting and liquidating the Mortgaged Property and second to the satisfaction of the Obligations (including all amounts due under the Master Indenture).

(2) The Grantee may, by its agents, servants or attorneys, take possession of and enter upon the Mortgaged Property; lease and operate the same; collect and receive the rents, issues and profits therefrom; and apply such receipts, first to the payment of the necessary expenses of operating the Mortgaged Property (including without limitation reasonable counsel fees and expenses and customary fees and expenses for management agents), and second, in the Grantee's sole discretion, to the payment of amounts due on the Notes or amounts required to be paid by the Grantor under any provision hereof. The Grantee shall be liable to account only for rents and profits actually received by the Grantee.

(3) The Grantee may apply for and shall be entitled to the appointment of a receiver of the rents, issues and profits of the Mortgaged Property, without notice to the Grantor, without regard to the value of the Mortgaged Property as security for the amounts due the Grantee or to the solvency of any person liable for the payment of such amounts, and irrespective of whether the Grantee has an adequate remedy at law.

(4) The Grantee may pay any amount which the Grantor has failed to pay or perform any act which the Grantor has failed to perform hereunder, in which event the costs, disbursements, expenses and reasonable counsel fees thereof, together with interest thereon from the date the expense is paid or incurred at the prime interest rate publicly announced from time to time by the Master Trustee as a commercial bank plus 2% provided that the interest payable pursuant to this Section shall not exceed the maximum rate permitted by law, shall be payable on demand by the Grantor and shall be secured by the lien of this Mortgage.

(5) The Grantee may exercise any and all rights of a secured party with respect to the Mortgaged Property under the Uniform Commercial Code. The Grantee may take possession of any of the Mortgaged Property and sell any portion of such property pursuant to the provisions of the State's Uniform Commercial Code and generally exercise any of such other rights and remedies with respect to such property as may be provided by said Code. Any requirement of such Uniform Commercial Code as to reasonable notice shall be met by delivering written notice to the Grantor ten (10) days prior to any such sale. In the event of any foreclosure under this Mortgage, the Mortgaged Property may be sold in whole or in part as part of the realty or separately. The Grantee shall also be entitled to take possession of, assemble and collect all or any portion of the Mortgaged Property and require the Grantor to assemble the Mortgaged Property and make it available at any place the Grantee may designate so as to allow Grantee to take possession of or dispose of all or any portion of the Mortgaged Property.

(6) The Grantee may proceed by one or more suits, actions or proceedings at law or in equity or otherwise or by any other approved means to enforce payment of the Notes and all other amounts due under the Notes, the Master Indenture, this Mortgage by the Grantor or

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protect and enforce any of the Grantee's rights or powers under the Master Indenture or this Mortgage.

B. In the event this Mortgage is foreclosed, (1) the Mortgaged Property may be re-let by the Grantee, (2) there shall be included in the Obligations, to the extent permitted by law, the reasonable fees, costs and disbursements of the Grantee paid or incurred by the Grantee in connection with the foreclosure proceedings and any such re-letting, and (3) if the Grantee so consents, the lessee of the Mortgaged Property shall succeed to all of the rights of the Grantor to the Mortgaged Property.

C. The Grantee, in exercising any remedy provided herein which (1) relates to any tax, assessment, governmental charge or imposition, insurance premium or other amount to be paid by the Grantor under Section 3 or 4 hereof may do so in accordance with any notice, bill, statement or estimate procured from the appropriate public office or insurer without inquiry into the accuracy or validity thereof, (2) relates to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge, shall be the sole judge of the legality or validity thereof, (3) relates to any repair, maintenance or replacement expense or other amount to be paid by the Grantor under Section 7 hereof, shall be the sole judge of the state of repair of the Mortgaged Property and the necessity of incurring the expense, or (4) relates to any other item or purpose not otherwise specifically provided for in this subsection may do so whenever in its opinion such payment or performance is necessary or desirable to protect the full security intended by this Mortgage.

D. Interest shall accrue on any judgment obtained by the Grantee upon the occurrence of an Event of Default hereunder from the date the judgment is entered at two percentage points in excess of the then applicable rate set forth in the Notes.

E. THE GRANTOR ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS MORTGAGE IS A PART IS A COMMERCIAL TRANSACTION, AND HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ITS RIGHTS TO NOTICE AND HEARING AS ALLOWED UNDER ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY OR OTHER RIGHT WHICH THE GRANTEE MAY DESIRE TO USE. FURTHER, THE GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, THE BENEFITS OF ALL PRESENT AND FUTURE VALUATION, APPRAISEMENT, HOMESTEAD, EXEMPTION, STAY, NOTICE OF ELECTION, REDEMPTION AND MORATORIUM LAWS.

F. No provision of this Mortgage (1) is or shall be deemed to be a release or impairment of the Notes, the Master Indenture or of this Mortgage, (2) shall preclude the Grantee, upon the occurrence of an Event of Default hereunder, from foreclosing this Mortgage or from enforcing its rights hereunder or under any other instrument governing or securing the Notes, (3) shall require the Grantee to accept a part of the Mortgaged Property (as distinguished from its entirety) as payment of the debt secured hereby, if applicable, or (4) shall compel the Grantee to accept or allow any apportionment of the debt secured hereby to or among any separate parts of the Mortgaged Property.

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G. No remedy conferred upon or reserved to the Grantee hereunder is or shall be deemed to be exclusive of any other available remedy or remedies. Each such remedy shall be distinct, separate and cumulative, shall not be deemed to be inconsistent with or in exclusion of any other available remedy, may be exercised in the discretion of the Grantee at any time, in any manner, and in any order, and shall be in addition to and separate and distinct from every other remedy given the Grantee under this Mortgage, the Notes, the Master Indenture, any other mortgage given to the Grantee as Master Trustee under the Master Indenture or in any other capacity by the Grantor with respect to the Mortgaged Property or any other mortgage or security agreement securing the Notes, or now or hereafter existing in favor of the Grantee at law or in equity or by statute. Without limiting the generality of the foregoing, the Grantee shall have the right to exercise any available remedy to recover any amount due and payable hereunder without regard to whether any other amount is due and payable, and without prejudice to the Grantee to exercise any available remedy for other events of default existing at the time the earlier action was commenced.

H. Any delay, omission or failure by the Grantee to insist upon the strict performance by the Grantor of any of the covenants, conditions and agreements herein set forth or to exercise any right or remedy available to it upon the occurrence of an Event of Default hereunder shall not impair any such right or remedy or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, by injunction or other appropriate legal or equitable remedy, strict compliance by the Grantor with all of the covenants, conditions and agreements herein, or of the right to exercise any such rights or remedies if such default by the Grantor be continued or repeated. Without notice to or the consent of any of the holders of any subordinate lien on the Mortgaged Property, the Grantee may (1) release any part of the security described herein, (2) release the obligation of any person primarily or contingently liable for the debt secured hereby, or (3) extend the time for payment or otherwise modify the terms of the Notes, the Master Indenture, or this Mortgage, as permitted in the Master Indenture. No such release, extension or modification shall impair or affect the lien of this Mortgage or its priority over any subordinate lien. Neither the Grantor nor any other person primarily or contingently liable for the payment of the debt secured hereby shall be relieved of any liability by reason of (1) any such release, extension or modification, (2) the failure of the Grantee to comply with any request of the Grantor or any such person to foreclose this Mortgage or exercise any other remedy available hereunder or under the Notes or the Master Indenture or otherwise or (3) any agreement or stipulation between any subsequent owner of the Mortgaged Property and the Grantee extending the time of payment or modifying the terms of the Notes, the Master Indenture or this Mortgage.

Section 17: Payment of Costs and Expenses. The costs and expenses of the Grantee in the performance of its duties and the exercise of remedies hereunder shall be paid by the Grantor in accordance with the Master Indenture.

Section 18: Change in Tax Status of Mortgage. In the event of the passage after the date of this Mortgage of any law of the State, or any other governmental entity, changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, for state or local purposes, or the manner of the operation of any such taxes, so as to affect the interest of the Grantee, then and in such event, the Grantor shall bear and pay the full amount of such taxes, provided that if for any reason payment by the Grantor of any such new or additional taxes

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would be unlawful or if the payment thereof would constitute usury or render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of the Notes, the Master Indenture or this Mortgage, or otherwise, the Grantee may, at the Grantee's option declare the whole sum secured by this Mortgage, with interest thereon, to be due and payable sixty (60) days after notice thereof, or the Grantee may, at the Grantee's option, pay that amount or portion of such taxes as renders the loan or indebtedness secured hereby unlawful or usurious, in which event the Grantor shall concurrently therewith pay the remaining lawful and nonusurious portion or balance of said taxes.

Section 19: Ground Lease.

A. The Grantor shall pay on or before the due dates thereof all rents and other amounts payable under the provisions of the Ground Lease and will timely fully observe and perform all of the terms, covenants, agreements and conditions of the Ground Lease required therein to be observed and performed by the Grantor, and will, upon request from the Grantee, furnish to the Grantee satisfactory evidence of payment evidencing the timely payment of all rents due thereunder, which evidence shall be furnished to the Grantee within ten (10) days after the due date for such rents. If the Grantor shall fail to do any of the things described in the preceding sentence, the Grantee may (but shall not be obligated to) take any action the Grantee deems necessary or desirable to prevent or to cure any default by the Grantor in the performance of or compliance with any of the Grantor's covenants or obligations under the Ground Lease. In any such event, subject to the rights of lessees, sublessees and other occupants, Grantee and any person designated by Grantee shall have, and are hereby granted, the right to enter upon the Mortgaged Property at any time and from time to time for the purpose of taking any such action. If the Ground Lessor shall deliver to Grantee a copy of any notice of default sent to the Grantor, as tenant under the Ground Lease, such notice shall constitute full protection to Grantee for any action taken or omitted to be taken by Grantee in reliance thereon. The Grantor covenants and agrees to immediately (and in all events within five (5) days) deliver to the Grantee a copy of any notice of default under the Ground Lease and fully and timely cure the same. In addition, the Grantor will not, whether or not in accordance with the terms of the Ground Lease, do or permit anything to be done, the doing of which, or refrain from doing anything to be done, the omission of which, will terminate or impair the security of this Mortgage or will be grounds for terminating the Ground Lease or declaring a forfeiture thereof (including, without limitation, the timely exercise of any renewal options contained in the Ground Lease). In addition, the Grantor covenants and agrees that if it exercises any option the Grantor may have with respect to the Mortgaged Property or any part thereof it will deliver to the Grantee a copy of its notice to the owner of such Mortgaged Property of the Grantor's intent to exercise such option concurrently with the Grantor's delivery of such notice to such owner.

B. As further and additional collateral for payment of the principal and interest payments on the Notes and the other Obligations and performance of the covenants set forth in the Master Indenture, or in the Ground Lease, the Grantor hereby assigns to the Grantee all of the Grantor's right, title and interest as tenant under the Ground Lease and its rights to terminate, disaffirm, cancel, modify, change, surrender, supplement, alter or amend the Ground Lease (excluding the right to timely exercise of any renewal options thereunder, which right is expressly retained as a right of the Grantor so long as no Event of Default has occurred and is continuing), and any such termination, cancellation, disaffirmance, modification, change,

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surrender, supplement, alteration or amendment of, or election under, the Ground Lease made without the Grantee's prior written consent shall be void and of no force and effect; provided, however, that termination, cancellation or modification required by the owner of the property subject to the Ground Lease pursuant to the terms of the Ground Lease shall not require consent of the Grantee.

C. Notwithstanding anything to the contrary contained herein, this Mortgage shall not constitute an assignment of the Ground Lease within the meaning of any provision thereof prohibiting its assignment and Grantee shall have no liability thereunder by reason of its acceptance of this Mortgage. Grantee shall only be liable for the obligations of Grantor arising out of the Ground Lease for only that period of time for which, as a result of an Event of Default, Grantee is in possession of the Premises or has acquired, by foreclosure or otherwise, and is holding all of Grantor's right, title and interest therein.

Section 20: Notices. Except as otherwise expressly set forth herein to the contrary, all notices hereunder shall be in writing. Any notice to the Grantee shall be deemed effective when received by it, addressed to it at Wells Fargo Bank, National Association, 230 West Monroe Street, Suite 2900, Chicago, IL 60606, Attention: Corporate Trust Administration. Any notice to the Grantor shall be deemed effective when delivered or sent by registered or certified mail, addressed to it at c/o Aeroterm Management, LLC, 201 West Street, Suite 200, Annapolis, Maryland 21401, Attention: Chief Financial Officer and Aeroterm Management, LLC, 800 Stuart Graham South, Suite 315, Dorval, QC H4Y 1J6, Attention: Director, Treasury Management. Any party, by notice given hereunder, may designate a further or different address for future notices.

Section 21: Definitions. Interpretation.

A. Except to the extent otherwise defined herein terms which are capitalized shall have the meanings set forth in the Master Indenture. The following terms shall have the following meanings:

"State" shall mean the State of Illinois.

B. In this Mortgage, unless the context otherwise requires:

(1) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Mortgage, refer to this Mortgage, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Mortgage.

(2) Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(3) Words importing persons include firms, associations, partnerships (including limited partnerships), limited liability companies, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

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(4) Any headings preceding the texts of the several Sections of this Mortgage shall be solely for convenience of reference and shall not constitute a part of this Mortgage, nor shall they affect its meaning, construction or effect.

(5) Nothing contained in this Mortgage shall be construed to cause the Grantor to become the agent for the Grantee or the Master Trustee for any purpose whatsoever, nor shall the Grantee or the Master Trustee be responsible for any shortage, discrepancy, damage, loss or destruction of any part of the Mortgaged Property for whatever cause.

(6) This Mortgage shall be governed by and construed in accordance with the applicable laws of the State. All covenants, conditions and agreements herein shall run with the land, and shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the Grantee, the Master Trustee and the Grantor.

(7) If any provisions of this Mortgage shall be ruled invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect any of the remaining provisions hereof.

(8) Capitalized terms used herein that are not otherwise defined shall have the meanings respectively ascribed thereto in the Master Indenture.

Section 22: Actions may be taken by Group Representative. Any requirement hereby imposed on the Grantor may be fulfilled by the Group Representative.

Section 23: Amendments. This Mortgage may not be amended except as provided in the Master Indenture.

Section 24: Acceleration of Obligations. This Mortgage (including without limitation, the Security Agreement and the Assignment of Leases and Rents contained herein) separately secures the Senior Obligations, the Subordinate Class A Obligations and the Subordinate Class B Obligations issued under the Master Indenture. Each Class of Obligations may be accelerated only as provided in the Master Indenture. To the full extent permitted by law, this Mortgage may be foreclosed upon acceleration of one or more Classes of Obligations as provided herein but to the extent a Class of Obligations is not accelerated and is not paid in full this Mortgage shall not be extinguished with respect to such Class and shall remain in full force and effect with respect thereto.

Section 25: Special Illinois Provisions. This Mortgage is subject to the following provisions relating to the particular laws of the state wherein the Premises are located:

A. Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section and the other terms and conditions of this Mortgage, the terms and conditions of this Section shall control and be binding.

B. Type of Real Estate. Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include either agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.;

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“Foreclosure Act”) or residential real estate (as defined in Section 15-1219 of the Foreclosure Act).

C. Interest Rate. To the extent the provisions of the Illinois Interest Act (815 ILCS §205/4(l)) apply, the Obligations constitute business loans which come within the purview of 815 Section 205/4(1)(c), as well as loans secured by a mortgage on real estate which comes within the purview of 815 ILCS 205/4(1)(l).

D. Illinois Mortgage Foreclosure Law.

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

(ii) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Foreclosure Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Foreclosure Act to the full extent permitted by law.

(iii) Without limiting the generality of the foregoing, all reasonable expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510(b) and 15-1512 of the Foreclosure Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

(iv) Mortgagor hereby waives the right of redemption and any right to reinstatement under the Foreclosure Act.

(v) Upon the occurrence of an Event of Default, Agent on behalf of Lenders shall be entitled to the appointment of a receiver for the Property in accordance with applicable law.

E. Future Advances; Maximum Indebtedness. This Mortgage is granted to secure not only existing indebtedness, but also future advances made pursuant to or as provided in the Master Indenture, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, to the same extent as if such future advances were made on the date of execution of this Mortgage, although there may be no advance made at the time of execution hereof, and although there may be no indebtedness outstanding at the time any advance is made. Notwithstanding anything in this Mortgage to the contrary, the maximum amount of the indebtedness secured by this Security Instrument shall not exceed the principal amount of \$900,000,000.00, plus all costs of enforcement and collection of this Mortgage and the other Agreement, plus the total amount of any advances made pursuant to the Master Indenture after default to protect the collateral and the security interest and lien created hereby, together with interest on all of the foregoing as provided in the Master Indenture.

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F. Insurance Disclosure. The following notice is provided pursuant to paragraph (3) of 815 ILCS 180/10: Unless the Mortgagor provides evidence of the insurance coverage required by the Master Indenture, the Mortgagee may purchase such insurance at the Mortgagor's expense to protect the Mortgagee's interests in the Mortgagor's collateral. This insurance may, but need not, protect the Mortgagor's interests. The coverage that the Mortgagee purchases may not pay any claim that the Mortgagor may make or any claim that is made against the Mortgagor in connection with the collateral. The Mortgagor may later cancel any insurance purchased by the Mortgagee, but only after providing evidence that the Mortgagor has obtained insurance as required by the Master Indenture. If the Mortgagee purchases insurance for the collateral, the Mortgagor will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges that the Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Obligations of the Mortgagor. The costs of the insurance may be more than the cost of insurance that the Mortgagor may be able to obtain on the Mortgagor's own.

G. Fixture Filing. This Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County in which the Mortgaged Property is situated with respect to any and all fixtures included within the term "Mortgaged Property" as used herein, and with respect to any goods or other personal property that may now be or hereafter become such fixtures. For purposes of such financing statement, Mortgagor is the "debtor" and Mortgagee is the "secured party", and their respective mailing addresses are those set out in this Mortgage. Mortgagor grants to Mortgagee a security interest in all existing and future goods which are now or in the future become fixtures relating to the Mortgaged Premises and the proceeds thereof. Mortgagor covenants and agrees that the filing of this Mortgage in the Official Records of the County where the Mortgaged Property is located shall also operate from the date of such filing as a fixture filing in accordance with Section 9-501 and 9-502(c) of the Illinois Uniform Commercial Code.

H. Maturity Date. The scheduled maturity date of the Bonds is July 1, 2048.

I. Interest. Interest on the Bonds, including Default Interest, accrues as described on Schedule D attached hereto.

NOW, FURTHER, THEREFORE, if the Grantor or its successors or assigns shall pay to the Grantee or its successors or assigns the principal and interest of the Notes and all other amounts secured hereby, shall pay all taxes and assessments of every kind levied or assessed upon or in respect of the Mortgaged Property or the Notes, shall pay all other amounts due hereunder and under the Master Indenture and the Notes, and shall perform, observe and comply with all of the terms, conditions, covenants and agreements contained herein and in the Master Indenture and the Notes, and any other obligations secured hereby, then this Mortgage deed shall be absolutely void; otherwise the same shall remain in full force and effect.

[Signature page to follow]

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IN WITNESS WHEREOF, the Grantor has caused this Mortgage to be executed in its name by its duly authorized officer, as of the 11th day of April, 2018.

AERO CHICAGO, LLC

By: *David Rose*
Name: David Rose
Title: Authorized Signatory

STATE OF Maryland)
)
COUNTY OF Anne Arundel) ss:

On the 6th day of April, 2018, before me, the undersigned, personally appeared David Rose personally known to me or proved to me on the basis of satisfactory evidence to be the authorized officer of AERO CHICAGO, LLC, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as such officer, and that by his signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and notarial seal the day and year first hereinabove written.

Tracie B. Bodnar
Notary Public in and for _____
My Commission Expires: _____

TRACIE B. BODNAR
Notary Public - Maryland
Anne Arundel County
My Commission Expires
June 03, 2018

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SCHEDULE A

DESCRIPTION OF THE GROUND LEASE
(including applicable recording information)

That certain Cargo Facility Phase II Lease between City of Chicago and Aero Chicago, LLC dated April 26, 2016, which is evidenced by that certain Memorandum of Aero Chicago, LLC Cargo Facility Phase II Lease dated June 30, 2016 and recorded in Cook County on July 26, 2016 as Document Number 1620822290.

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

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SCHEDULE B

DESCRIPTION OF PREMISES

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF ROSEMONT O'HARE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2006 AS DOCUMENT 0628327021, SAID POINT OF COMMENCEMENT ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THE NORTHWEST TOLLWAY (I-90) WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32, THENCE SOUTH 00 DEGREES 15 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2, ALSO BEING ALONG SAID WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 262.97 FEET TO A BEND POINT, SAID BEND POINT BEING THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE SOUTH 00 DEGREES 20 MINUTES 59 SECONDS EAST, ALONG SAID WEST LINE OF LOT 2, ALSO BEING ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32 AND THE SOUTHERLY EXTENSION OF SAID LINES 1657.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, 100.59 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 55.00 FEET, 70.79 FEET, ARC (CHORD BEARING SOUTH 53 DEGREES 25 MINUTES 31 SECONDS EAST, 66.00 FEET, CHORD); THENCE SOUTH 00 DEGREES 17 MINUTES 43 SECONDS EAST, ALONG A LINE NON TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, 62.99 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, 12.32 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 42 SECONDS EAST, 670.46 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 17 SECONDS WEST, 1078.26 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 43 SECONDS WEST 196.70 FEET; THENCE NORTH 44 DEGREES 42 MINUTES 17 SECONDS EAST, 133.24 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 43 SECONDS WEST, 482.13 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, 818.33 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

BEING Permanent Tax Parcel Nos.:

09-32-402-004-0000
09-32-403-007-8001

*P.A. Part of O'Hare Airport
Chicago, IL 60666*

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SCHEDULE C

PERMITTED ENCUMBRANCES

Those matters shown as exceptions on the title policy ultimately issued pursuant to pro forma policy no. 18006747NC, issued by Chicago Title Insurance Company on or about the date of recording of this instrument.

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COOK COUNTY
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RECORDER OF DEEDS

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SCHEDULE D

INTEREST RATE

Maturity Date, Principal Amount and Interest Rates of Bonds

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
July 1, 2033	\$ 6,570,000	5.00%
July 1, 2038	24,735,000	5.00
July 1, 2048	88,430,000	5.00

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS