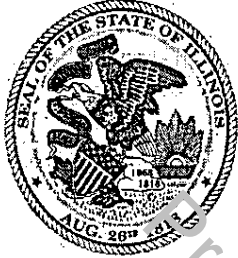


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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1830644018

Doc# 1830644018 Fee \$112.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/02/2018 10:37 AM PG: 1 OF 38

The property identified as: **PIN:** 20-33-411-034-0000

Address:

Street: 8522 S. Lafayette Ave.

Street line 2:

City: Chicago

State: IL

ZIP Code: 60620

Lender: Amalgamated Bank of Chicago

Borrower: PCS 8522 S. Lafayette LLC and Perspectives Charter School

Loan / Mortgage Amount: \$33,885,000.00

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.

FIDELITY NATIONAL TITLE

999103129
2015

Certificate number: AC846E03-864E-44D7-80CF-7EC699C41892

Execution date: 11/1/2018

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This Instrument Prepared by and After Recording Mail to:

James M. Snyder, Esq.
Ice Miller LLP
200 W. Madison Street
Suite 3500
Chicago, Illinois 60606-3417

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

from

PCS 8522 S. LAFAYETTE LLC

and

PERSPECTIVES CHARTER SCHOOL,
AS MORTGAGOR

to

AMALGAMATED BANK OF CHICAGO,
AS MORTGAGEE

DATED AS OF NOVEMBER 1, 2018

ATTENTION: COUNTY CLERK - THIS MORTGAGE COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN AND IS TO BE FILED FOR RECORD IN THE RECORDS WHERE MORTGAGES ON REAL ESTATE ARE RECORDED. ADDITIONALLY, THIS MORTGAGE SHOULD BE APPROPRIATELY INDEXED, NOT ONLY AS A MORTGAGE, BUT ALSO AS A FIXTURE FILING COVERING GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN. THE MAILING ADDRESSES OF THE MORTGAGOR (DEBTOR) AND MORTGAGEE (SECURED PARTY) ARE SET FORTH IN THIS MORTGAGE.

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SCHEDULE I –LEGAL DESCRIPTION

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

THIS MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS AND LEASES AND FINANCING STATEMENT (this "*Mortgage*") is made as of this November 1, 2018, by PCS 8522 S. LAFAYETTE LLC (the "*Co-Borrower*"), an Illinois limited liability company of which Perspectives Charter School, an Illinois not-for-profit corporation with its mailing address at 1530 S. State St., 2nd Floor, Chicago, Illinois 60605, is the sole member and PERSPECTIVES CHARTER SCHOOL (the "*Borrower*" and, together with the Co-Borrower, the "*Mortgagor*"), as mortgagor, to AMALGAMATED BANK OF CHICAGO, an Illinois chartered bank with an office at 30 North LaSalle Street, Chicago, Illinois 60603, in its capacity as Trustee under the Indenture referred to hereinbelow (together with its successors and assigns, the "*Mortgagee*").

PRELIMINARY STATEMENT

WHEREAS, pursuant to an Indenture of Trust dated November 1, 2018 (the "*Indenture*"), between the Illinois Finance Authority (the "*Issuer*") and the Mortgagee, in its capacity as Trustee under the Indenture, the Issuer is issuing its Educational Facilities Revenue Bonds (Perspectives Charter School), Series 2018A and its Taxable Educational Facilities Revenue Bonds (Perspectives Charter School), Series 2018B (collectively, the "*Series 2018 Bonds*"); and

WHEREAS, simultaneously with the issuance of the Series 2018 Bonds, the Issuer is making a loan to the Mortgagor, in the stated principal amount of \$33,885,000 (the "*Loan*"), pursuant to a Loan Agreement dated November 1, 2018 (the "*Loan Agreement*"), among the Issuer, the Borrower, and the Mortgagor to finance or refinance including through reimbursement, (i) the refinancing of (A) all of outstanding principal amount of the Illinois Development Finance Issuer Adjustable Rate Demand Revenue Bonds, Series 2003 (Perspectives Charter School) (the "*Prior Bonds*"), the proceeds of which were used to finance, refinance or reimburse (I) the costs of the acquisition, construction, renovation, expansion, restoration, and equipping of the Rodney D. Joslin Campus of the Borrower (the "*Joslin Campus*") (on land leased from the Board of Education of the City of Chicago) located at 1930 South Archer Avenue (which address in 2003 was 1915 South Federal Street), Chicago, Illinois 60616, consisting of a charter school educational facility, a parking lot, recreational facilities, and open space and (II) the costs of issuance of the Prior Bonds, and (B) all of the outstanding principal amount of a taxable loan incurred by the Borrower (the "*Prior Loan*"), the proceeds of which were used to fund costs of various capital renovations and improvements to the Borrower's charter school facilities located at the Borrower's IIT Math and Science Academy Campus (the "*MSA Campus*") (leased from the Board of Education of the City of Chicago) located at 3663 South Wabash Avenue, Chicago, Illinois, 60653, and at the Borrower's charter school campus located at 8131 South May Street, Chicago, Illinois 60620 (the "*Existing Auburn Gresham Campus*") (leased from the Board of Education of the City of Chicago) housing the Borrower's Middle Academy, High School of Technology, and Leadership Academy; (ii) the acquisition by the Mortgagor of approximately 115,000 square feet of an existing building, the land on which such portion of the building is situated and the acquisition of approximately six acres of adjacent land, all located at 8522 South Lafayette Avenue, Chicago, Illinois 60620 (the "*New Auburn Gresham Campus*"), (iii) the renovation, improvement,

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installation and equipping of the facilities at the New Auburn Gresham Campus, and the construction and equipping of athletic facilities at the New Auburn Gresham Campus, (iv) potentially, capital acquisitions, improvements, construction and renovations at the Joslin Campus, the MSA Campus and the Borrower's administrative headquarters located at 1530 South State Street (2d floor), Chicago, Illinois; (v) the funding of a debt service reserve fund for the Series 2018 Bonds, if any; (vi) the funding of capitalized interest on the Series 2018 Bonds, and (vii) the payment of certain costs of issuing the Series 2018 Bonds; and

WHEREAS, to induce the Issuer to issue the Series 2018 Bonds and fund the Loan and to secure the obligations of the Mortgagor under the Loan Agreement, the Mortgagor has agreed to execute and deliver this Mortgage and certain other documents.

WHEREAS, the Loan Agreement, the Indenture, the Series 2018 Promissory Notes (as defined in the Indenture), the Series 2018 Bonds, and this Mortgage are collectively referred to herein as the "*Bond Documents*."

WHEREAS, all capitalized terms used herein and not defined herein shall have the meanings set forth in the Indenture; and

NOW, THEREFORE, to secure (i) the payment of the principal and premium, if any, of and interest on the Bonds (as defined in the Indenture) and the Series 2018 Promissory Notes as and when the same become due and payable (whether by lapse of time, acceleration or otherwise) and all advances now or hereafter evidenced thereby, whether such advances are made directly to Mortgagor as cash or cash equivalents, (ii) the payment of all other indebtedness, obligations and liabilities of Mortgagor to Mortgagee, or from Mortgagor to Issuer (and assigned to Mortgagee), pursuant to any of the terms of the Bond Documents, including without limitation the fees and expenses of the Mortgagee and all other fees, costs, charges and expenses including reasonable attorneys' fees incurred by Mortgagee in connection with the exercise or enforcement of any rights or remedies under the Bond Documents, and (iii) the observance and performance of all covenants and agreements contained in the Bond Documents or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities described in clauses (i), (ii) and (iii) above being hereinafter collectively referred to as the "*indebtedness hereby secured*"), Mortgagor does hereby irrevocably grant, bargain, sell, convey, mortgage, warrant, assign, pledge and grant a security interest in, to Mortgagee, its successors and assigns, in all and singular properties, rights, interests and privileges described in Granting Clauses below, all of the same being collectively referred to herein as the "*Mortgaged Facilities*":

GRANTING CLAUSE I

All of its right, title and interest in and to certain real estate lying and being in the County of Cook, State of Illinois more particularly described in **Schedule I** attached hereto and made a part hereof, including any leasehold estate interest in such real estate, and the estate, right and title of Mortgagor in possession or expectancy in and to such property or any part thereof.

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GRANTING CLAUSE II

All of its right, title and interest in and to all buildings and improvements of every kind and description heretofore or hereafter erected or placed on the property described in Granting Clause I, and all materials owned by Mortgagor intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected on property described in Granting Clause I and the premises described on Schedule I attached hereto and made a part of the real estate, all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature owned by Mortgagor whatsoever now or hereafter attached to or contained in or used or useful in connection with the real estate and the buildings and improvements owned or leased by Mortgagor now or hereafter located thereon and the operation, maintenance and protection thereof including, but not limited to, all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all waste water treatment facilities, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and other equipment of every nature owned by Mortgagor and fixtures and appurtenances owned by Mortgagor thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property owned by Mortgagor used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements owned or leased by Mortgagor now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said real estate, buildings or improvements in any manner; and all proceeds thereof; it being mutually agreed, intended and declared that all the aforesaid property (collectively, referred to as the "*Improvements*") shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage.

GRANTING CLAUSE III

All of its right, title and interest in and to all rights of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights, being or in any wise appertaining to the property described in the preceding Granting Clause I and the buildings and improvements now or hereafter located thereon, any ground leases, leases, and subleases pertaining to the property described in the preceding Granting Clause I and the reversions, rents, issues, revenues and profits thereof, including all interest of Mortgagor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof of, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; *provided* that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee. By acceptance of this Mortgage, Mortgagee agrees, not as a limitation

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or condition hereof, but as a personal covenant available only to Mortgagor that until an Event of Default shall occur giving Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive (but not more than 30 days in advance) and enjoy such rents.

GRANTING CLAUSE IV

All of its right, title and interest in and to all plans, specifications, working drawings and like materials prepared in connection with improvements constituting part of the Mortgaged Facilities, whether now owned by Mortgagor or hereafter acquired, all rights of Mortgagor against vendors or manufacturers (only to the extent applicable law does not require the consent of such vendors and manufacturers) in connection with equipment located upon the Mortgaged Facilities whether now existing or hereafter acquired and whether arising by virtue of warranty or otherwise, and all rights of Mortgagor against contractors, sub-contractors and materialmen arising in connection with work performed at or on the Mortgaged Facilities or with materials furnished for the construction of improvements at or on the Mortgaged Facilities and all rights of Mortgagor under contracts to provide any of the foregoing or in connection with the purchase, ownership, development, construction, use, maintenance or operation of the Mortgaged Facilities, whether now existing or hereafter arising.

GRANTING CLAUSE V

All of its right, title and interest in and to all judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the property described in Granting Clause I or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively, "*Condemnation Awards*").

GRANTING CLAUSE VI

All of its right, title and interest in and to all property and rights, if any, which are by the express provisions of this Mortgage required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter, by installation or writing of any kind, be subjected to the lien hereof by Mortgagor or by anyone on Mortgagor's behalf.

GRANTING CLAUSE VII

All of its right, title and interest in and to all rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described in Granting Clause I or any part thereof.

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GRANTING CLAUSE VIII

All of its right, title and interest in and to all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds and payments of insurance.

GRANTING CLAUSE IX

All of its right, title and interest in and to all contracts, permits, certificates, licenses, approvals, plans and specifications and drawings now or hereafter prepared relating to the Mortgaged Facilities, any and all contracts and agreements now or hereafter entered into for the design and/or construction of the Mortgaged Facilities, utility deposits, utility capacity and utility rights issued, granted, agreed upon, or otherwise provided by any governmental or private authority, person or entity relating to the ownership, development, construction, operation, maintenance, marketing, sale or use of the Mortgaged Facilities including all of Mortgagors' rights and privileges hereto or hereafter otherwise arising in connection with or pertaining to the Mortgaged Facilities, including, without limitation, the Pledged Assets and Pledged Revenues (as such terms are defined in the Loan Agreement), all water and/or sewer capacity, all water, sewer and /or other utility deposits or prepaid fees, and/or all water and/or sewer and/or other utility tap rights or other utility rights, and any right or privilege under any lease, contract, declaration of covenants, restrictions and easements (or like instrument), developer's agreement (or other agreement) with any third party pertaining to the ownership, development, construction, operation, maintenance, marketing, sale or use of the Mortgaged Facilities and the real estate described in **Schedule I**.

TO HAVE AND TO HOLD the Mortgaged Facilities and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, warranted, pledged and assigned, and in which a security interest is granted, or intended so to be, unto Mortgagee, its successors and assigns, forever hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of the State of Illinois; *provided, however*, that this Mortgage is upon the express condition that if the principal of and interest on the Bonds and the Series 2018 Promissory Notes shall be paid in full and all other indebtedness hereby secured shall be fully paid and performed, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void and this Mortgage shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect.

Mortgagor hereby covenants and agrees with Mortgagee as follows:

Section 1. Payment of the Indebtedness. The indebtedness hereby secured will be promptly paid as and when the same becomes due.

Section 2. Further Assurances. Mortgagor will, at its expense, promptly and duly execute, acknowledge and deliver such further documents, instruments, financing and similar statements and assurances, and do such further acts as may be necessary or proper or requested by Mortgagee to carry out more effectively the purpose of the Bond Documents and other instruments contemplated thereby or hereby, and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or

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intended so to be. Upon any failure by Mortgagor so to do within 30 days following Mortgagee's request therefor, to the extent permitted by law, Mortgagee may make, execute, record, file, re-record and/or refile any and all such mortgages, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor so to do. This appointment is coupled with an interest and shall be non-cancelable except upon payment in full of the indebtedness hereby secured.

Section 3. Ownership of the Mortgaged Facilities. Mortgagor covenants and warrants that it is lawfully seized of and has fee title to the Mortgaged Facilities described in **Schedule I** hereto free and clear of all liens, charges and encumbrances whatever except those created by this Mortgage and Permitted Encumbrances (as defined in the Indenture), and Mortgagor has good right, full power and authority to mortgage, grant, convey, transfer and assign the same to Mortgagee for the uses and purposes set forth in this Mortgage; and Mortgagor will warrant and forever defend the title to the Mortgaged Facilities subject to the Permitted Encumbrances against all claims and demands whatsoever.

Section 4. Possession. Provided no Event of Default has occurred and is continuing hereunder, Mortgagor shall be suffered and permitted to remain in full possession, enjoyment and control of the Mortgaged Facilities, subject always to the observance and performance of the terms of this Mortgage.

Section 5. Mortgage Constitutes Security Agreement and Financing Statement; Construction. This Mortgage is hereby deemed to be, as well a security agreement and a financing statement under the provisions of §9-502(b) of the Uniform Commercial Code of the State of Illinois for the purpose of creating hereby a security interest in Mortgaged Facilities, which is hereby granted by Mortgagor as debtor to Mortgagee as secured party, securing the indebtedness hereby secured. In connection therewith:

- (i) The addresses of Mortgagor (debtor) and Mortgagee (secured party) appear at the beginning hereof.
- (ii) The property covered by this security agreement and financing statement is described in the Granting Clauses hereof.
- (iii) Some or all of the fixtures, equipment and other property described herein is or may become fixtures.
- (iv) The Co-Borrower is the record owner of the real estate described in **Schedule I** attached hereto and made a part hereof.
- (v) The organizational number of the Borrower is 59265938 and of the Co-Borrower is 07233469.
- (vi) This Mortgage is to be filed with the recorder of deeds of the county where the Mortgaged Facilities are located.

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Co-Borrower hereby represents and warrants that its exact legal name is PCS 8522 S. LAFAYETTE LLC, the type of organization of the Co-Borrower is a limited liability company, its place of business/chief executive office is 1530 S. State St., 2nd Floor, Chicago, Illinois 60605 and its state of organization is Illinois. Borrower hereby represents and warrants that its exact legal name is Perspectives Charter School, the type of organization of the Borrower is a nonprofit corporation, its federal employer identification number is 36-4167576, its place of business/chief executive office is 1530 S. State St., 2nd Floor, Chicago, Illinois 60605 and its state of incorporation is Illinois. Mortgagor covenants and agrees (i) to maintain its place of business/chief executive office and the location where it keeps its records concerning the property described in the Granting Clauses hereof, at the address set forth at the beginning hereof (or at such other address within the State of Illinois as shall be disclosed in writing to Mortgagee and shall be the location at which Mortgagor stores records of like kind pursuant to its disaster-preparedness planning) and (ii) not to change its name, organizational identification number, identity, jurisdiction of organization, or company structure in any manner unless it shall have received Mortgagee's prior written approval, which if granted, Mortgagor shall have executed and delivered to the Mortgagee all financing statements and financing statement amendments which the Mortgagee may request in connection therewith.

Section 6. Compliance with Bond Documents. Mortgagor will abide by and comply with and be governed and restricted by all of the terms, covenants, provisions, restrictions and agreements contained in the Bond Documents, and in each and every supplement thereto or amendment or modification thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns.

Section 7. Provisions of Bond Documents. The proceeds of the Series 2018 Bonds are to be disbursed by Mortgagee in accordance with the terms contained in the Bond Documents, the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein. Mortgagor covenants that any and all monetary disbursements made in accordance with the Bond Documents shall constitute adequate consideration to Mortgagee for the enforceability of this Mortgage, the Bonds and the Series 2018 Promissory Notes and that all advances thereunder and indebtedness arising and accruing under the Bond Documents from time to time, whether or not the total amount thereof may exceed the face amount of the Bonds and the Series 2018 Promissory Notes, shall be secured by this Mortgage. Upon the occurrence of an Event of Default hereunder, Mortgagee may (but need not): (i) declare the entire principal indebtedness and interest thereon due and payable and pursue all other remedies by this Mortgage conferred upon Mortgagee or conferred upon Mortgagee by law as in the case of default; or (ii) complete the construction of said improvements and enter into the necessary contracts therefor; or (iii) enter into leases for all or any part of the Mortgaged Facilities, subject to the rights of tenants under leases approved and deemed approved by Mortgagee at the time of default. All monies so expended shall be so much additional indebtedness secured by this Mortgage, and any monies expended in excess of the Bonds and the Series 2018 Promissory Notes shall be payable on demand with interest. The provisions, rights, powers and remedies contained in the Bond Documents are in addition to, and not in substitution for, those contained herein or as may be provided to Mortgagee by law.

Section 8. Payment of Taxes. Mortgagor shall (i) pay, or deposit with Mortgagee, the balance necessary to pay all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges of any kind whatsoever, ordinary or

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extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Facilities or any part thereof (collectively, the "Taxes") in full before the last day on which payment may be made without penalty or interest (the "Tax Payment Date"), and (ii) forward to Mortgagee bills for the Taxes as soon as they are received by Mortgagor and, as applicable, evidence of their payment by Mortgagor. Mortgagee may invest all sums deposited by Mortgagor for its own account without obligation to pay interest to Mortgagor.

Section 9. Payment of Taxes on Bonds, Mortgage or Interest of Mortgagee. Mortgagor agrees that if any tax, assessment or imposition upon this Mortgage or the indebtedness hereby secured or the Bonds or the interest of Mortgagee in the Mortgaged Facilities or upon Mortgagee by reason of or as a holder of any of the foregoing (including, without limitation, corporate privilege, franchise and excise taxes, but excepting therefrom any income tax on interest payments on the principal portion of the indebtedness hereby secured imposed by the United States or any state) is levied, assessed or charged, then, unless all such taxes are paid by Mortgagor to, for or on behalf of Mortgagee, as they become due and payable (which Mortgagor agrees to do upon demand of Mortgagee, to the extent permitted by law), or Mortgagee is reimbursed for any such sum advanced by Mortgagee, all sums hereby secured shall become immediately due and payable, at the option of Mortgagee upon thirty (30) days' notice to Mortgagor, notwithstanding anything contained herein or in any law heretofore or hereafter enacted, including any provision thereof forbidding Mortgagor from making any such payment. Mortgagor agrees to exhibit to Mortgagee, upon request, official receipts showing payment of all taxes and charges which Mortgagor is required to pay hereunder.

Section 10. Recordation and Payment of Taxes and Expenses Incident Thereto. Mortgagor will cause this Mortgage, all mortgages supplemental hereto and any financing statement or other notice of a security interest required by Mortgagee at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and refiling of a mortgage, security interest, assignment or other lien or charge upon the Mortgaged Facilities, or any part thereof, in order fully to preserve and protect the rights of Mortgagee hereunder and, without limiting the foregoing, Mortgagor will pay or reimburse Mortgagee for the payment of any and all taxes, fees or other charges incurred in connection with any such recordation or rerecording, including any documentary stamp tax or tax imposed upon the privilege of having this Mortgage or any instrument issued pursuant hereto recorded.

Section 11. Insurance. Mortgagor shall keep the Mortgaged Facilities as provided in Section 6.03 of the Loan Agreement.

Section 12. Damage, Destruction or Condemnation.

(a) In the event of a casualty or condemnation with respect to the Mortgaged Facilities, and so long as no Event of Default exists and is continuing, the Net Proceeds from any insurance policy or the Net Proceeds of any condemnation award resulting from such casualty or condemnation shall, be used in accordance with Section 7.01 of the Loan Agreement.

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(b) All buildings, improvements and equipment acquired in the repair, rebuilding or restoration of the Mortgaged Facilities shall be deemed a part of the Mortgaged Facilities and shall be available for use and occupancy by the Mortgagor, without the payment of any payments hereunder other than the debt service on the Bonds and Series 2018 Promissory Notes and other payments required to be made under the Loan Agreement, to the same extent as if they were specifically described herein; provided that no buildings, improvements or equipment shall be acquired subject to any lien or encumbrance other than Permitted Encumbrances.

(c) In the event of any damage to or destruction of the Mortgaged Facilities or any part thereof by fire, lightning, vandalism, malicious mischief and extended coverage perils, the Mortgagor shall make all diligent and reasonable efforts to continue operation of the Mortgaged Facilities in such a manner that will ensure continuation of the revenues therefrom or shall otherwise obtain or use other financing resources to continue operation of the Mortgaged Facilities and ensure due and timely payment of debt service on the Bonds and the Series 2018 Promissory Notes.

Section 13. Construction, Repair, Waste, Etc. Except as contemplated in the Bond Documents, Mortgagor agrees that (i) no building or other improvement on the Mortgaged Facilities and constituting a part thereof shall be altered, removed or demolished nor shall any fixtures or appliances on, in or about said buildings or improvements which are the property of Mortgagor be severed, removed, sold or mortgaged, without the consent of Mortgagee and in the event of the demolition or destruction in whole or in part of such fixtures, chattels or articles of personal property covered hereby, Mortgagor covenants that the same will be replaced promptly, at its sole cost and expense, by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrance thereon or reservation of title thereto; (ii) it shall not permit, commit or suffer no waste, impairment or deterioration of the Mortgaged Facilities or any part thereof; (iii) it shall keep and maintain said Mortgaged Facilities and every part thereof in good and first class repair and condition subject to the rights of the tenants under any lease; (iv) it shall effect such repairs as Mortgagee may reasonably require and from time to time to make all needful and proper replacements and additions so that said buildings, fixtures, machinery and appurtenances will, at all times, be in good and first class condition, fit and proper for the respective purposes for which they were originally erected or installed; (v) it shall comply with all statutes, orders, requirements or decrees relating to the Mortgaged Facilities by any federal, state or municipal authority; (vi) it shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Mortgaged Facilities or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Mortgaged Facilities or any part thereof and not to initiate or acquiesce in any changes to or terminations of any of the foregoing or of zoning classifications affecting the use to which the Mortgaged Facilities or any part thereof may be put without the prior written consent of Mortgagee; and (vii) make no material alterations in or improvements or additions to the Mortgaged Facilities except as required by governmental authority or as permitted by Mortgagee.

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Section 14. Liens and Encumbrances. Mortgagor will not, without the prior written consent of Mortgagee, directly or indirectly, create or suffer to be created or to remain and will discharge or promptly cause to be discharged any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to, the Mortgaged Facilities or any part thereof, whether superior or subordinate to the lien hereof, except for the lien of this Mortgage, the Permitted Encumbrances and mechanics' liens arising during the course of construction over which Mortgagor has obtained title insurance coverage in a form and amount acceptable to Mortgagee.

Section 15. Right of Mortgagee to Perform Mortgagor's Covenants, Etc. If Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder, subject to applicable notice and cure rights herein, Mortgagee, without waiving or releasing any obligation or default, and with prior written notice to Mortgagor, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Mortgagor, and may enter upon the Mortgaged Facilities or any part thereof for such purpose and take all such action thereon as, in the opinion of Mortgagee, may be necessary or appropriate therefor. All sums so paid by Mortgagee and all costs and expenses (including without limitation attorneys' fees and expenses) so incurred, together with interest thereon from the date of payment or incurrence, shall constitute so much additional indebtedness hereby secured and shall be paid by Mortgagor to Mortgagee on demand. Mortgagee in making any payment authorized under this Section relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof. Mortgagee, in performing any act hereunder, shall be the sole judge of whether Mortgagor is required to perform same under the terms of this Mortgage.

Section 16. After-Acquired Property. To the extent permitted by applicable law, any and all property hereafter acquired which is of the kind or nature herein provided, or intended to be and become subject to the lien hereof, shall *ipso facto*, and without any further conveyance, assignment or act on the part of Mortgagor, become and be subject to the lien of this Mortgage as fully and completely as though specifically described herein; but nevertheless Mortgagor shall from time to time, if requested by Mortgagee, execute and deliver any and all such further assurances, conveyances and assignments as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting to the lien of this Mortgage all such property.

Section 17. Inspection by Mortgagee. Mortgagee shall have the right, but shall be under no duty or obligation to exercise this right, with reasonable notice, to enter upon the Mortgaged Facilities and examine and inspect the Mortgaged Facilities.

Section 18. Subrogation. Mortgagor acknowledges and agrees that Mortgagee shall be subrogated to any lien discharged out of the proceeds of any extension of credit evidenced by the Series 2018 Promissory Notes or Bonds or out of any advance by Mortgagee hereunder or under the Bond Documents, irrespective of whether or not any such lien may have been released of record.

Section 19. Indemnification. (a) Mortgagor agrees to defend, indemnify and hold harmless Mortgagee, and its directors, officers, employees and agents from and against any and all

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claims, demands, judgments, damages, actions, causes of action, injuries, administrative orders, consent agreements and orders, liabilities, penalties, costs, and expenses of any kind whatsoever, including claims arising out of loss of life, injury to persons, property, or business in connection with the activities of Mortgagor, its predecessors in interest, third parties who have trespassed on the Mortgaged Facilities, or parties in a contractual relationship with Mortgagor, or any of them, whether or not occasioned wholly or in part by any condition, accident or event caused by any act or omission of Mortgagee, excluding any such damages, actions, causes of action or injuries arising out of Mortgagee's gross negligence or willful misconduct, which:

(i) Arises out of the actual, alleged or threatened discharge, dispersal, release, storage, treatment, generation, disposal or escape of pollutants or other toxic or hazardous substances, including any solid, liquid, gaseous or thermal pollutant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste (including materials to be recycled, reconditioned or reclaimed) or any other hazardous substances or materials; or

(ii) Actually or allegedly arises out of the use, specification, or inclusion of any product, material or process containing chemicals, the failure to detect the existence or proportion of chemicals in the soil, air, surface water or groundwater, or the performance or failure to perform the abatement of any pollution source or the replacement or removal of any soil, water, surface water, or groundwater containing chemicals; or

(iii) Constitutes a violation of any Environmental Law (as defined in the Indenture).

(b) Mortgagor shall bear, pay and discharge when and as the same become due and payable, any and all such judgments or claims for damages penalties or otherwise against Mortgagee described in this Section 19, shall hold Mortgagee harmless for those judgments or claims, and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any of the occurrences set forth in this Section 19. In addition to and not in limitation of the foregoing, if the Mortgagee is made a party defendant to any litigation concerning this Mortgage or the Mortgaged Facilities or any part thereof or therein, or the occupancy or possession thereof by Mortgagor or individual, association, corporation, partnership, limited liability company, joint venture, any entity or a government or an agency or a political subdivision thereof ("Persons") claiming through Mortgagor, then Mortgagor shall indemnify, defend and hold the Mortgagee and its directors, officers, employees and agents harmless from all liability arising by reason of such litigation, including reasonable attorneys' fees and expenses incurred by any such indemnitee in any such litigation, whether or not any such litigation is prosecuted to judgment. In the exercise of the powers herein granted to the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being hereby expressly waived and released by Mortgagor. Mortgagor hereby agrees to indemnify, defend and hold the Mortgagee and its directors, officers, employees and agents free and harmless from and against any and all claims, demands, liabilities,

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expenses, costs, losses or damages (including all costs, expenses and reasonable attorneys' fees incurred in the defense thereof) which may be asserted against, imposed on or incurred by any such indemnitee by reason of any act or omission of Mortgagor under this Mortgage, or any covenants or duties hereunder or the exercise of any of the Mortgagee's rights and remedies under this Mortgage. THE PROVISIONS OF THE ABOVE PARAGRAPHS (a) AND (b) SHALL SURVIVE REPAYMENT OF THE BONDS AND SERIES 2018 PROMISSORY NOTES AND SATISFACTION OR FORECLOSURE OF THIS MORTGAGE.

Section 20. Events of Default. Any one or more of the following shall constitute an "Event of Default" hereunder:

(a) An Event of Default under the Bond Documents, any Borrower Document or Co-Borrower Document;

(b) Mortgagor defaults in the performance of or compliance with any term, provision or covenant contained herein (other than those referred to in paragraph (a) above), and such default shall continue for a period of ten (10) Business Days (if such failure is a monetary default) or for a period of 30 days (if such failure is a non-monetary default) after written notice specifying such failure and requesting that it be remedied shall have been given to the Mortgagor by the Mortgagee; provided that, with respect to any such failure covered by this subsection (b), no Event of Default shall be deemed to have occurred so long as within such period, the Mortgagor shall have informed the Mortgagee of the plan to cure and, if such plan is acceptable to the Mortgagee, to the extent that one exists, a course of action adequate to remedy such failure shall have been commenced within such period and shall thereafter be diligently prosecuted to completion and the failure shall be remedied thereby within 90 days of the written notification. The Mortgagor shall deliver a written report to the Mortgagee at least once every 10 days setting forth the status of all attempts to cure such default(s);

(c) any representation or warranty made by Mortgagor herein or made by the Mortgagor in any statement or certificate furnished by the Mortgagor either required hereby or in connection with the execution and delivery of any of the Bond Documents proves to be untrue in any material respect as of the date of issuance or making thereof;

(d) except as permitted by the Bond Documents, the Mortgaged Facilities or any part thereof directly or indirectly shall be sold, transferred, conveyed, mortgaged, pledged or assigned, whether voluntarily or involuntarily, by operation of law or otherwise, except for sales of obsolete, worn out or unusable fixtures or personal property which are concurrently replaced with similar fixtures or personal property at least equal in quality and condition to those sold and owned by Mortgagor, free of any lien, charge or encumbrance other than the lien hereof;

(e) any indebtedness secured by a lien or charge on the Mortgaged Facilities or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof;

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(f) the Mortgaged Facilities is abandoned or is subjected to actual or threatened waste, or except as may otherwise be provided for in the Bond Documents, any material part thereof is removed, demolished or altered (including, without limitation, the construction of any improvement thereon other than those improvements expressly permitted in the Bond Documents or any alteration of the land or any existing Improvements) without the prior written consent of Mortgagee;

(g) all or any portion of the beneficial interest in Mortgagor is directly or indirectly encumbered, sold, transferred, assigned or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, other than as permitted by the Bond Documents without Mortgagee's prior written consent;

(h) the Mortgaged Facilities shall become subject to any lien which is not a Permitted Encumbrance; or

(i) Commencement of any foreclosure proceedings on the real estate or any other part of the Mortgaged Facilities pursuant to any junior and/or senior lien or encumbrance upon the Mortgaged Facilities, which proceedings have not been dismissed and/or terminated (as may be applicable) within 30 days after the commencement of such proceedings, but in any event, prior to actual foreclosure on the Mortgaged Facilities.

Section 21. Remedies. When any Event of Default has occurred and is continuing (regardless of the pendency of any proceeding, which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument and of the adequacy of the security for the Bonds and Series 2018 Promissory Notes and the other indebtedness hereby secured), and in addition to such other rights as may be available under applicable law or under the Bond Documents, but subject at all times to any mandatory legal requirements:

(a) Acceleration. Mortgagee may, by written notice to Mortgagor, declare the Bonds, the Series 2018 Promissory Notes and all unpaid indebtedness hereby secured, including any interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) Uniform Commercial Code. Mortgagee shall, with respect to any part of the Mortgaged Facilities constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation, the right to the possession and sale of any such property, or any part thereof, and the right to enter without legal process any premises where any such property may be found. Any requirement of said Uniform Commercial Code for reasonable notification shall be met by mailing written notice to Mortgagor at its address above set forth at least ten (10) days prior to the sale or other event for which such notice is required. The reasonable costs and expenses of retaking, selling, and otherwise disposing of said property, including attorneys' fees and legal expenses incurred in connection therewith, shall constitute so much additional indebtedness hereby secured and shall be payable upon demand with interest.

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(c) *Foreclosure and other Proceedings.* Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder as it may deem reasonably necessary, acting as a prudent lender, to preserve or protect its interest as Mortgagee with respect to the Mortgaged Facilities or any part thereof and including the incomes, rents and revenues arising therefrom and as it may deem expedient to restrain the enforcement of or compliance with any legislation or other governmental enactment that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Mortgagee, in each case (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage or other sale proceeding under this Mortgage. The failure to make any tenants of the Mortgaged Facilities parties defendant to any foreclosure proceedings and to foreclose their rights will not be, nor be asserted by the Mortgagor to be, a defense to any proceedings instituted by the Mortgagee to collect the indebtedness hereby secured or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Facilities.

(d) *Appointment of Mortgagee as Lawful Attorney.* To the extent permitted by law, Mortgagor hereby irrevocably appoints the Mortgagee as its true and lawful attorney, with full power of substitution, in the name of Mortgagor and at the expense of Mortgagor, to exercise any of the following powers, subject only to the requirements of applicable law: without notice to or assent by Mortgagor, the Mortgagee shall be entitled to, after the occurrence and during the continuance of an Event of Default hereunder:

(i) enforce any of Mortgagor's rights against all obligors on any accounts or other Persons obligated with respect to any revenues of Mortgagor;

(ii) demand, collect, receipt for, settle, compromise any amounts due, give acquittance for, or prosecute or defend any action which may be in relation to any monies due or to become due by virtue of, Mortgagor's accounts receivable;

(iii) sell, transfer or assign or otherwise deal in Mortgagor's accounts receivable and the proceeds thereof as fully and effectively as if the Mortgagee were the absolute owner thereof;

(iv) extend the time of payment of any of Mortgagor's accounts receivable and grant waivers and make any allowance or other adjustment with reference thereto;

(v) take control of cash and other proceeds of any revenues of Mortgagor;

(vi) send a request for verification of Mortgagor's accounts receivable to any obligor on an account;

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(vii) endorse the name of Mortgagor on all instruments given in payment or in partial payment of Mortgagor's accounts receivable; and

(viii) file any claim or take any other action or proceeding which the Mortgagee may deem necessary or appropriate to protect and preserve the right, title and interest of Mortgagee under this Mortgage.

Mortgagor hereby authorizes and directs any party to any receivable, contract or other account or general intangible that constitutes the personal property and any payor or obligor with respect to payments payable in respect of the personal property to comply with any notice given by the Mortgagee and to recognize any action taken by the Mortgagee, acting pursuant to this Mortgage.

(e) *Appointment of Receiver.* Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Mortgaged Facilities, be entitled to have a receiver appointed of all or any part of the Mortgaged Facilities and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Facilities or any part thereof by force, summary proceedings, ejection or otherwise, and may remove Mortgagor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

(f) *Taking Possession, Collecting Rents, Etc.* Mortgagee or its agent may enter and take possession of the Mortgaged Facilities or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Facilities. Mortgagee or its agent may have joint access with Mortgagor (and the right to obtain complete copies thereof) to all books, records, papers and accounts of Mortgagor relating to its revenues or any other part of the Mortgaged Facilities. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Mortgaged Facilities and used in the operation, rental or leasing thereof or any part thereof. Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Facilities or any part thereof (and for such purpose Mortgagor does hereby irrevocably constitute and appoint Mortgagee its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Mortgagor irrevocably acknowledging that any payment made to Mortgagee hereunder shall be a good receipt and acquittance against Mortgagor to the extent so made) and to apply same to the reduction of the indebtedness hereby secured. The right to enter and take possession of the Mortgaged Facilities and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and

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may be exercised concurrently therewith or independently thereof. The costs and expenses (including any receiver's fees, counsels' fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional indebtedness hereby secured which Mortgagor promises to pay upon demand together with interest. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee. Without taking possession of the Mortgaged Facilities, Mortgagee may, in the event the Mortgaged Facilities becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Facilities (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon.

(g) *Failure to Surrender Premises.* If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Facilities or any part thereof after such demand by Mortgagee, in addition to and not in abrogation of any other rights hereunder, either with or without entry or taking possession as herein provided or otherwise, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of the indebtedness hereby secured or the performance of any term, covenant, condition or agreement of this Mortgage or any other right and (ii) to pursue any other remedy available to it, all as Mortgagee at its sole discretion shall elect. Mortgagee may obtain a judgment or decree conferring upon Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of the Mortgaged Facilities to Mortgagee, and Mortgagor hereby specifically covenants and agrees that Mortgagor will not oppose, contest or otherwise hinder or delay Mortgagee in any action or proceeding by Mortgagee to obtain such judgment or decree. Mortgagor will pay to Mortgagee, upon demand, all expenses of obtaining such judgment or decree, including reasonable compensation to Mortgagee, its attorneys and agents, and all such expenses and compensation shall, until paid, become part of the indebtedness secured by this instrument.

Section 22. *Waiver of Right to Redeem from Sale; Waiver of Redemption - Waiver of Appraisal, Valuation, Etc.* Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Facilities marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Facilities sold as an entirety. In the event of any sale made under or by virtue of this Mortgage, the whole of the Mortgaged Facilities may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as Mortgagee may determine. Mortgagee shall have the right to become the purchaser at any sale made under or by virtue of this Mortgage and Mortgagee so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Mortgagee with the amount payable to Mortgagee out of the net proceeds of such sale. In the event of any such sale, the Bonds, the Series 2018 Promissory Notes and the other indebtedness hereby secured, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Mortgagor hereby waives any and all rights of redemption prior to or from

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sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of Mortgagor, and each and every person acquiring any interest in, or title to the Mortgaged Facilities described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable law.

Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate as defined in 735 ILCS 5/15-1201, or residential real estate (as defined in 735 ILCS 15/1219), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under 735 ILCS 5/15-1601, and to the full extent permitted by law, waives the benefits of all present and future valuation, appraisal, homestead, exemption, stay, extension or redemption, right to notice of election to accelerate the indebtedness hereby secured, and moratorium laws under any state or federal law.

Section 23. Costs and Expenses of Foreclosure. In case of any sale of the Mortgaged Facilities, or any part thereof, pursuant to any judgment or decree or pursuant to the power of sale contained herein or in connection with the enforcement of any of the terms of this Mortgage, there shall be allowed and included as additional indebtedness in the decree for all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee and for attorneys' fees, appraisers' fees, environmental auditors' fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Facilities, all of which expenditures shall become so much additional indebtedness hereby secured which Mortgagor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid.

Section 24. Application of Proceeds. The proceeds of any foreclosure sale of the Mortgaged Facilities or of any sale of property pursuant to Section 21(b) hereof shall be distributed in the following order of priority: First, an account of all costs and expenses incident to the foreclosure or other proceeding including all such items as are mentioned in Sections 21(b) and 23 hereof; Second, to the fees and expenses of Mortgagee under the Bond Documents; Third, to all other items which under the terms hereof constitute indebtedness hereby secured in addition to that evidenced by the Bonds and the Series 2018 Promissory Notes with interest thereon as herein provided; Fourth, to all principal of and interest on the Bonds and the Series 2018 Promissory Notes with any overage to whomsoever Mortgagee shall reasonably determine to be lawfully entitled to same. If such indebtedness is not at the time due, an amount equal to the amount thereof shall be held by Mortgagee unless and until the same becomes due and then applied to the payment of the same.

Section 25. Deficiency Decree. If at any foreclosure proceeding the Mortgaged Facilities shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against Mortgagor and against the property of Mortgagor for the amount of such deficiency; and Mortgagor does hereby irrevocably consent to the appointment of a receiver for the Mortgaged

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Facilities and the property of Mortgagor and of the rents, issues and profits thereof after such sale and until such deficiency decree is satisfied in full.

Section 26. Mortgagee's Remedies Cumulative - No Waiver. No remedy or right of Mortgagee shall be exclusive of but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

Section 27. Mortgagee Party to Suits. If Mortgagee shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Facilities or the title thereto or the interest of Mortgagee under this Mortgage (including probate and bankruptcy proceedings), or if Mortgagee shall incur any costs or expenses in remedying any Event of Default of Mortgagor hereunder, or if Mortgagee employs an attorney to collect any or all of the indebtedness hereby secured or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Mortgagee shall incur any costs or expenses in preparation for the commencement of any foreclosure proceedings or for the defense of any threatened suit or proceeding which might affect the Mortgaged Facilities or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Mortgagor agrees to pay to Mortgagee, immediately and without demand, all reasonable costs, charges, expenses and attorney's fees incurred by Mortgagee in any such case, and the same shall constitute so much additional indebtedness hereby secured which Mortgagor agrees to pay and all of such shall be immediately due and payable, whether or not there be notice, demand, attempt to collect, or suit pending, with interest thereon, at the rate designated the "Prime Rate" as published each business day in the *Wall Street Journal* (the "Prime Rate") from the date incurred until paid by the Mortgagee; *provided, however*, that such rate of interest shall in no event exceed the maximum interest rate which Mortgagor may by law pay, for the period after notice from Mortgagee that such costs or expenses were incurred to the date of payment to Mortgagee.

Section 28. Modifications Not to Affect Lien. Mortgagee, without notice to anyone, and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Mortgaged Facilities, may in its discretion release any part of the Mortgaged Facilities or any person liable for any of the indebtedness hereby secured, may extend the time of payment of any of the indebtedness hereby secured and may grant waivers or other indulgences with respect hereto and thereto, and may agree with Mortgagor to modifications to the terms and conditions contained herein or otherwise applicable to any of the indebtedness hereby secured (including modifications in the rates of interest applicable thereto), without in any way affecting or impairing the liability of any party liable upon any of the indebtedness hereby secured or the priority of the lien of this Mortgage upon all of the Mortgaged Facilities not expressly released, and any party acquiring any direct or indirect interest in the Mortgaged Facilities shall take same subject to all of the provisions hereof. Mortgagee may make or consent to any agreement subordinating the security title, security interest or lien hereof and in the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Facilities, Mortgagee, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Facilities

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or the indebtedness hereby secured, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing and/or discharging any liabilities, obligations or indebtedness.

Section 29. Notices. Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by telecopy) and shall be given to the relevant party, and shall be deemed to have been made when given to the relevant party, in accordance with Section 11.09 of the Indenture.

Section 30. Security Agreement. (a) This instrument constitutes a security agreement with respect to all personal property in which Mortgagee is granted a security interest hereunder as well as a financing statement filed as a "fixture filing" for the purposes of Illinois Statutes, as amended, with respect to any Mortgaged Facilities which is or is to become fixtures related to the real property, and Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as well as all other rights and remedies available at law or in equity. In furtherance of the granting clauses of this Mortgage, and as security for the payment and performance of the indebtedness hereby secured and the observance and performance by Mortgagor of all of its covenants, agreements and obligations hereunder, Mortgagor hereby grants, pledges and assigns to the Mortgagee, and covenants, agrees and acknowledges that Mortgagees shall have, to the fullest extent permitted by law, a security interest in, all of Mortgagor's right, title and interest, now owned or hereafter acquired, in, to and under the personal property constituting a portion of the Mortgaged Facilities. Mortgagor hereby agrees and authorizes Mortgagee to file any and all financing statements covering any personal property collateral in the granting clauses hereof (for the purposes of this Section "*Collateral*") or any part thereof as Mortgagee may require. Mortgagor hereby covenants and agrees to keep accurate and complete records of the Collateral (including, without limitation, accurate and complete records and lists of Mortgagor's accounts receivable and of each Person obligated under an account) and to provide Mortgagee and its agents with access thereto on the terms provided herein and in the Bond Documents. Without limiting the generality of the foregoing, the Mortgagee is authorized to file with respect to the Collateral one or more financing statements, continuation statements, amendments or other documents, with or without the signature of the Mortgagor or the Mortgagee, and to name therein the Mortgagor as debtor and the Mortgagee as secured party; and to correct or complete, or cause to be corrected or completed, any financing statements, continuation statements, amendments or other such documents as have been filed naming the Mortgagor as debtor and the Mortgagee as secured party.

(b) Upon the occurrence of an Event of Default hereunder, with or without notice or demand of any kind (except as may be provided herein or in the Bond Documents), and without waiving such Event of Default, Mortgagee (i) shall have the right to exercise any and all rights and remedies provided for hereunder, and (ii) shall have the right to cause any of the Mortgaged Facilities which is personal property and subject to the security interest of Mortgagee hereunder, to be sold at any one or more public or private sales as permitted by applicable law, and (iii) shall further have all other rights and remedies, whether at law, in equity, or by statute, as are available to secured creditors under applicable law, and (iv) may cure any such Event of Default in such manner and to such extent as the Mortgagee may deem necessary to protect the security hereof, including, without limitation, the right (but not the obligation) to appear in and defend any action or

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proceeding purporting to affect the security hereof or the rights or powers of the Mortgagee, and, in exercising any such powers, to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees and expenses. The Mortgagee shall not be obligated to perform or discharge, nor does the Mortgagee hereby undertake to perform or discharge, any obligation, duty or liability of Mortgagor. Any such disposition may be conducted by an employee or agent of Mortgagee. Any person, including Mortgagee, shall be eligible to purchase any part or all of such property at any such disposition.

(c) In the event for any reason the law of the jurisdiction other than Illinois becomes or is applicable to the Collateral or any part thereof or to the indebtedness hereby secured, Mortgagor agrees to execute and deliver all such instruments and documents and do all such other things as Mortgagee in its sole discretion deems necessary or appropriate to preserve, protect and enforce the lien and security interest of Mortgagee under the law of such other jurisdiction.

(d) Except for the security interests granted hereby, Mortgagor is, and as to the portions of the personal property acquired after the date hereof will be, the sole owner of the Collateral, free from any lien of any kind whatsoever (other than Permitted Encumbrances). Mortgagor shall (i) advise the Mortgagee promptly in writing, in sufficient detail, of any substantial change in the Collateral, and of the occurrence of any event which would have a material adverse effect on the value of the Collateral or on the Mortgagee's security interest therein; (ii) promptly notify the Mortgagee in writing of the existence of any material liens which may be or become adverse to the interest of the Mortgagee in any of the Collateral and which are not a Permitted Encumbrance; and (iii) defend the Collateral against, all claims and demands of all persons at any time claiming the Collateral or any interest therein. None of the Collateral is in the possession of a Person (other than Mortgagor) asserting any claim thereto or security interest therein. No financing statement, mortgage, security agreement or similar instrument evidencing a lien on all or any part of the Collateral is, or will be at any time hereunder, on file or of record in any jurisdiction, except (i) financing statements naming the Mortgagee as secured parties and (ii) financing statements in respect of Permitted Encumbrances.

(e) To further the attachment, perfection and first priority of, and the ability of Mortgagee to enforce, Mortgagee's security interest in the Collateral, and without limitation on Mortgagor's other obligations in this Mortgage, Mortgagor agrees, in each case at Mortgagor's expense, to take the following actions with respect to the following Collateral:

(i) If Mortgagor shall at any time hold or acquire any promissory notes or tangible chattel paper (as those terms are defined in Article 9 of the UCC) with respect to its revenues, Mortgagor shall forthwith endorse, assign and deliver the same to Mortgagee, accompanied by such instruments of transfer or assignment duly executed in blank as Mortgagee may from time to time specify.

(ii) For each deposit account (as that term is defined in Article 9 of the UCC) that Mortgagor at any time opens or maintains and into which its revenues

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are or will be deposited, Mortgagor shall, at Mortgagee's request and option pursuant to an agreement in form and substance satisfactory to the Mortgagee, either (A) cause the depository bank to comply at any time only with instructions from the Mortgagee to such depository bank directing the disposition of funds from time to time credited to such deposit account, without further consent of Mortgagor, or (B) arrange for the Mortgagee to become the customer of the depository bank with respect to the deposit account, with Mortgagor being permitted, only with the consent of the Mortgagee, to exercise rights to withdraw funds from such deposit account; and, upon any termination by Mortgagee or the depository bank of any agreement referred to in (A) hereinbefore, to cooperate in good faith with Mortgagee and enter into an agreement in form and substance acceptable to Mortgagee controlling Mortgagor's deposit accounts at a financial institution acceptable to the Mortgagee, to the end that Mortgagee has at all times a perfected security interest in such deposit accounts.

(iii) If any Collateral is at any time in the possession of a bailee, Mortgagor shall promptly notify Mortgagee thereof and, at the Mortgagee's request and option, shall promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to the Mortgagee, that the bailee holds such Collateral for the benefit of the Mortgagee, and that such bailee agrees to comply, without further consent of the Mortgagor, with instructions from the Mortgagee as to such Collateral.

(iv) Mortgagor will promptly notify the Mortgagee in writing if any account, the face value of which exceeds \$100,000 (the "*Materiality Threshold*"), arises out of a contract with the United States of America, or any department, agency, subdivision or instrumentality thereof, or of any state (or department, agency, subdivision or instrumentality thereof) where such state has a state assignment of claims act or other law comparable to the Federal Assignment of Claims Act, and will take any action required or requested by the Mortgagee to give notice of Mortgagee's security interest in such accounts under the provisions of the Federal Assignment of Claims Act or any comparable law or act enacted by any state or local governmental authority and to obtain any required consents thereunder.

Mortgagor represents and warrants as follows:

a. This Mortgage creates a valid and binding lien in favor of the Mortgagee as security for payment of the Bonds and Series 2018 Promissory Notes, enforceable by the Mortgagor in accordance with the terms hereof.

b. Under the laws of the State of Illinois, the lien granted hereby on the Mortgaged Facilities or any part thereof, including without limitation the Collateral, is and shall be prior to any judicial lien hereafter imposed on such collateral to enforce a judgment against the Mortgagor on a simple contract. By the date of issuance of the Bonds and the Series 2018 Promissory Notes, the Mortgagor will have filed all financing statements describing, and transferred such possession or control over, such collateral (and for so long as any Bonds or Series 2018 Promissory Notes is

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outstanding the Mortgagor will file, continue, and amend all such financing statements and transfer such possession and control) as may be necessary to establish and maintain such priority in each jurisdiction in which the Mortgagor is organized or such collateral may be located or that may otherwise be applicable pursuant to UCC §§ 9.301-9.306 of such jurisdiction.

c. There is no outstanding pledge of, lien on or security interest in, the Mortgaged Facilities or any part thereof, including without limitation the Collateral, that ranks on a parity with or prior to the lien granted hereby. The Mortgagor has not described such collateral in a UCC financing statement that will remain effective when the Bond are issued. The Mortgagor shall not hereafter make or suffer to exist any pledge or assignment of, lien on, or security interest in such collateral that ranks prior to or on a parity with the lien granted hereby, or file any financing statement describing any such pledge, assignment, lien, or security interest, except as expressly permitted hereby.

Section 31. Protective Advances; Maximum Amount of Indebtedness. (a) All advances, disbursements and expenditures made by the Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage (the "Security Instrument") or by the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. (the "Act") (collectively, "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to:

(i) all advances by the Mortgagee in accordance with the terms of this Security Instrument to: (a) preserve or maintain, repair, restore or rebuild the Mortgaged Facilities; (b) preserve the lien of this Security Instrument or the priority thereof; or (c) enforce this Security Instrument, as referred to in Subsection (b) (5) of Section 5/15-1302 of the Act;

(ii) payments by the Mortgagee of: (a) when due, installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (b) when due, installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Facilities or any part thereof; (c) other obligations authorized by this Security Instrument; or (d) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

(iii) advances by the lender in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(iv) attorneys' fees and other costs incurred: (a) in connection with the foreclosure of this Security Instrument as referred to in Sections 5/15-1504 (d) (2) and 5/15-1510 of the Act; (b) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of this Security Instrument or arising from the interest of the Mortgagee hereunder; or (c) in the

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preparation for the commencement of defense of any such foreclosure or other action;

(v) the Mortgagee's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b) (1) of Section 5/15-1508 of the Act;

(vi) advances of any amount required to make up a deficiency in deposits for installments of taxes and assessments and insurance premiums as may be authorized by this Security Instrument;

(vii) expenses deductible from proceeds of sale as referred to in Subsections (a) and (b) of Section 5/15-1512 of the Act;

(viii) expenses incurred and expenditures made by the Mortgagee for any one or more of the following: (a) if the Mortgaged Facilities or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (b) if any interest in the Mortgaged Facilities is a leasehold estate under a lease, rentals or other payments required to be made by the lessee under the terms of such lease; (c) premiums for casualty and liability insurance paid by the Mortgagee whether or not the Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or Mortgagee takes possession of the Mortgaged Facilities imposed by Subsection (c) (1) of Section 5/15-1704 of the Act; (d) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (e) payments required or deemed by the Mortgagee to be for the benefit of the Mortgaged Facilities or required to be made by the owner of the Mortgaged Facilities under any grant or declaration of easement, easement agreement, agreement with any adjoining landowners, or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Facilities; (f) shared or common expense assessment payable to any association or corporation in which the owner of the Mortgaged Facilities is a member in any way affecting the Mortgaged Facilities; (g) if the indebtedness hereby secured includes amounts advances as a construction loan, costs incurred by the Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment or loan agreement; and (h) pursuant to any lease or other agreement for occupancy of the Mortgaged Facilities.

(b) All Protective Advances shall be so much additional indebtedness secured by this Security Instrument, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate applicable after an Event of Default.

(c) This Security Instrument shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Security Instrument is recorded pursuant to Subsection (b) (1) of Section 5/15-1302 of the Act.

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(d) All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the act, apply to and be included in:

(i) the determination of the amount of indebtedness secured by this Security Instrument at any time;

(ii) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(iii) if the right of redemption has not been waived by this Security Instrument, computation of the amount required to redeem, pursuant to Subsections (d) (2) and (e) of Section 5/15-1603 of the Act;

(iv) the determination of amounts deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;

(v) the application of income in the hands of any receiver or lender in possession; and

(vi) the computation of any deficiency judgment pursuant to Subsections (b) (2) and (e) of Section 5/15-1508 and Section 5/15-1511 of the Act.

(e) The maximum amount of indebtedness secured by this Security Instrument is \$67,770,000 plus default interest, if any, plus any disbursements for the payment of taxes and insurance on the Mortgaged Facilities, plus interest thereon, and any other sums advanced in accordance with the terms hereof to protect the security of this Security Instrument plus default interest thereon, if any.

(f) In the event 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.

(g) If any provision of this Security Instrument 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 Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

Section 32. Governing Law. The creation of the Mortgage, the perfection of the lien or security interest in the Mortgaged Facilities, and the rights and remedies of Mortgagee with respect to the Mortgaged Facilities, as provided herein and by the laws of the State of Illinois, shall be

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governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of law. The Bond Documents, the Bonds, the Series 2018 Promissory Notes and all other obligations of Mortgagor (including, but not limited to, the liability of Mortgagor for any deficiency following a foreclosure of all or any part of the Mortgaged Facilities) shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of laws, such state being the state where such documents were executed and delivered.

Section 33. Partial Invalidity. All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term, covenant, agreement or provision contained in this Mortgage or any other Collateral Document shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective but only to the extent of such prohibition, unenforceability, or invalidity, and the validity and enforceability of the other terms of this Mortgage shall in no way be affected thereby, all of which shall be liberally construed in order to give effect to the provisions of this Mortgage.

Section 34. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not. The Mortgagee shall have the right to assign to any successor in interest or assignee of the Mortgagee, or to any person acquiring title to the Mortgaged Facilities, all the right, title, interest, power and authority of such Mortgagee in, under and by virtue of this Mortgage. Mortgagor will execute and deliver from time to time such assignments and further instruments and take such further actions as may be reasonably required by the Mortgagee to confirm and to carry out the purposes and provisions of this paragraph.

Section 35. Headings. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

Section 36. Changes, Etc. This instrument and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought and by duly recording such amending document in the public records of the Cook County Recorder.

Section 37. Direct and Primary Security - No Subrogation. The lien and security interest herein created and provided for stand as direct and primary security for the Bond, the Note as well as for any of the other indebtedness hereby secured. No application of any sums received by Mortgagee in respect of the Mortgaged Facilities or any disposition thereof to the reduction of the indebtedness hereby secured or any part thereof shall in any manner entitle Mortgagor to any right, title or interest in or to the indebtedness hereby secured or any collateral or security therefor, whether by subrogation or otherwise, unless and until all indebtedness hereby secured has been fully paid.

Section 38. Future Advances. This Mortgage is given to secure, and shall secure not only presently existing indebtedness under the Bond Documents but also future advances, whether

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such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made so long as any indebtedness hereunder is outstanding, to the same extent as if such future advances were made on the date of the execution and delivery of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness hereby secured outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness hereby secured, including future advances, from the time of its filing for record in the recorder's or registrar's office in the county in which the Mortgaged Facilities are located. The total amount of indebtedness hereby secured may increase or decrease from time to time, but the total unpaid balance of indebtedness hereby secured (including disbursements which Mortgagee may make under this Mortgage, the Bond Documents or any other documents related thereto) at any one time outstanding shall not exceed a maximum principal amount of \$67,770,000 plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Mortgaged Facilities and interest on such disbursements (all such indebtedness being hereinafter referred to as the "*maximum amount secured hereby*"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Facilities, to the extent of the maximum amount secured hereby. Notwithstanding the foregoing, it is understood and agreed by the Mortgagor and Mortgagee that the full amount of principal of the Note is being advanced by Mortgagee on the date of the execution and delivery of this Mortgage.

Section 39. Compliance with Environmental Laws. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, the Mortgaged Facilities complies in all material respects with, and Mortgagor covenants that at all times while this Mortgage is in effect the Mortgaged Facilities will comply in all material respects with, all Environmental Laws.

Section 40. Condition of Property. Mortgagor warrants and represents that, to the best of its knowledge, the Mortgaged Facilities, including all Mortgagor's personal property, is free from contamination, that there has not been thereon a release, discharge or emission, or threat of release, discharge or emission, of any hazardous substance, gas or liquid (including, without limitation, petroleum, its derivatives or by-products, or other hydrocarbons), or any other substance, gas or liquid, which is prohibited, controlled or regulated under applicable law, or which poses a threat or nuisance to safety, health or the environment, and that the Mortgaged Facilities does not contain, or is not affected by: (i) asbestos, (ii) urea formaldehyde foam insulation, (iii) polychlorinated biphenyls (PCB's), (iv) underground storage tanks, or (v) landfills, land disposals or dumps.

Section 41. Notice of Environmental Problem. Mortgagor represents and warrants that it has not given, nor should it give, nor has it received, any notice, letter, citation, order, warning, complaint, inquiry, claim or demand that: (i) Mortgagor has violated, or is about to violate, any federal, state, regional, county or local environmental, health or safety statute, law, rule, regulation, ordinance, judgment or order applicable to the Mortgaged Facilities; (ii) there has been a release, or there is threat of release, of hazardous substances (including, without limitation, petroleum, its by-products or derivatives, or other hydrocarbons) from the Mortgaged Facilities; (iii) Mortgagor may be or is liable, in whole or in part, for the costs or cleaning up, remediating or responding to a release of hazardous substances (including, without limitation, petroleum, its by-products or derivatives, or other hydrocarbons) applicable to the Mortgaged Facilities; or (iv)

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any of Mortgagor's property or assets are subject to a lien in favor of any Governmental Body for any liability, costs or damages, under federal, state or local environmental law, rule or regulation arising from or costs incurred by such governmental entity in response to a release of a hazardous substance (including, without limitation, petroleum, its by-products or derivatives, or other hydrocarbons). In the event that Mortgagor receives any notice of the type described in this Section, Mortgagor shall promptly provide a copy to Mortgagee, and in no event, later than fifteen (15) days from Mortgagor's receipt or submission thereof.

Section 42. Use of Property and Facilities. Mortgagor represents and warrants that to the best of its knowledge, it has never in the past engaged in, and agrees that in the future it shall not conduct, any business, operations or activity on the Mortgaged Facilities, or employ or use the personal property or facilities, to manufacture, use, generate, treat, store, transport or dispose of any hazardous substance (including, without limitation, petroleum, its derivatives or by-products, or other hydrocarbons), or any other substance which is prohibited, controlled or regulated under applicable law, or which poses a threat or nuisance to safety, health or the environment, including, without limitation, any business, operation or activity which would bring Mortgagor, its property or facilities, within the ambit of any Environmental Law, or any similar state, county, regional or local statute, law, regulation, rule or ordinance, including, without limitation, any state statute providing for financial responsibility for cleanup for the release or threatened release of substances provided for thereunder, except for hazardous substances used in construction activities in quantities permitted by applicable law, and except for the routine operation of the Mortgaged Facilities as a wastewater and sewage treatment plant as contemplated by the Bond Documents and conducted in accordance with applicable environmental laws. The provisions of this Section shall apply to all real and personal property, without limitation, owned or controlled by Mortgagor or its subsidiaries.

Section 43. Other Mortgages; No Election of Remedies. (a) The indebtedness hereby secured may hereafter be secured by one or more other mortgages, or like instruments or agreements (as the same may, at any time and from time to time, be amended, renewed, extended, modified, restated, increased, consolidated, spread, severed, partially released or supplemented, collectively the "Other Mortgages"), which may cover other properties located in Illinois (the "Other Properties"). Upon the occurrence and during the continuance of an Event of Default, Mortgagee may proceed under this Mortgage and/or any or all the Other Mortgages against either of the Mortgaged Facilities and/or any or all the Other Properties in one or more parcels and in such manner and order as Mortgagee shall elect in its sole discretion. Mortgagor hereby irrevocably waives and releases, to the extent permitted by law, and whether now or hereafter in force, any right to have the Mortgaged Facilities and/or the Other Properties marshalled upon any foreclosure of this Mortgage or any Other Mortgages.

(a) Without limiting the generality of the foregoing, and without limitation as to any other right or remedy provided to Mortgagee in this Mortgage, upon the occurrence and during the continuance of an Event of Default (i) Mortgagee shall have the right to pursue all of its rights and remedies under this Mortgage, at law and/or in equity, separately and independently in separate proceedings from time to time, as Mortgagee, in its sole and absolute discretion, shall determine from time to time, (ii) Mortgagee shall not be required to either marshal assets, sell the Mortgaged Facilities and/or any Other Property in any particular order of alienation (and may sell the same simultaneously and together or

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separately), or be subject to any "one action" or "election of remedies" law or rule with respect to the Mortgaged Facilities and/or any Other Properties, (iii) the exercise by Mortgagee of any remedies against any one item of Mortgaged Facilities and/or any Other Properties will not impede Mortgagee from subsequently or simultaneously exercising remedies against any other item of Mortgaged Facilities and/or any Other Properties, (iv) all liens and other rights, remedies or privileges provided to Mortgagee herein shall remain in full force and effect until Mortgagee has exhausted all of its remedies against the Mortgaged Facilities and all the Other Properties have been foreclosed, sold and/or otherwise realized upon in satisfaction of the indebtedness hereby secured, and notwithstanding the release of any or all of the property included in the Mortgaged Facilities which is deemed "real property," or any proceedings to foreclose this Mortgage or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interest created hereby until the repayment or satisfaction in full of the indebtedness hereby secured and concurrently with the exercise of any of its remedies as a secured party under the Uniform Commercial Code, the Mortgagee may proceed against the real property included herein as part of the Mortgaged Facilities separately or in conjunction, and (v) Mortgagee may resort for the payment of the indebtedness hereby secured to any security held by Mortgagee in such order and manner as Mortgagee, in its discretion, may elect and Mortgagee may take action to recover the indebtedness hereby secured, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Mortgagee thereafter to foreclose this Mortgage.

Section 44. No Surrender or Modification. The Mortgagor shall not cancel, terminate, or surrender, or permit any cancellation, termination, or surrender of the New Auburn Gresham Campus Lease (without repaying all of the indebtedness secured hereby to Mortgagee), in whole or in part, or, without the written consent of the Mortgagee, either orally or in writing, modify, amend, or permit any modification or amendment of any of the terms thereof.

Section 45. Bankruptcy of Mortgagor. (a) If there shall be filed by or against the Mortgagor a petition under the United States Bankruptcy Code, Title 11 of the United States Code (the "*Bankruptcy Code*"), then the lien of this Mortgage shall attach to all of the Mortgagor's rights and remedies at any time arising under or pursuant to the Bankruptcy Code including, but not limited to, § 365 thereof. Upon the filing of any petition by or against the Mortgagor under the Bankruptcy Code, the Mortgagor shall immediately provide copies of all pleadings and notices related thereto to the Mortgagee. The Mortgagor unconditionally assigns to the Mortgagee all of the Mortgagor's rights to remain in possession of the Mortgaged Facilities following the filing of any bankruptcy petition by or against the Mortgagor, and acknowledges that the Mortgagee may file any pleading in furtherance thereof. This assignment constitutes a present, irrevocable, and unconditional assignment of the foregoing claims, rights, and remedies of the Mortgagor, and shall continue in effect until all of the obligations hereunder shall have been satisfied and discharged in full. Furthermore, to the extent permitted by law, the Mortgagor hereby irrevocably constitutes and appoints the Mortgagee as the Mortgagor's attorney-in-fact for the purpose of filing any pleading, making an appearance and prosecuting such pleadings in the court in which the initial petition was filed or any court to which the action thereon may be removed, transferred, or assigned (the "*Bankruptcy Court*") that the Mortgagee determines in its sole discretion is necessary or appropriate to protect the Mortgagee's interests in and to the Mortgaged Facilities. The

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Mortgagee may proceed in its own name or in the name of Mortgagor in any proceeding in connection therewith.

(b) In the event of a voluntary or involuntary liquidation or reorganization case by or against the Mortgagor under bankruptcy, receivership or other insolvency law, the Mortgagor hereby agrees that the Mortgagee shall be free to pursue foreclosure and other remedies with respect to the Mortgaged Facilities without opposition or interference by the Mortgagor, that the Mortgagee shall be entitled to seek and obtain relief from the automatic stay under Section 362 of the Bankruptcy Code without objection by the Mortgagor, and that any rights to stay, enjoin, or otherwise delay or impede the Mortgagee's remedies against the Mortgaged Facilities, including foreclosure, which might be available to the Mortgagor, including any rights under Sections 105 and 362 of the Bankruptcy Code, are hereby released and waived.

Section 46. Release of Mortgage. The Mortgage will remain in effect until: (a) all of the indebtedness hereby secured are fully paid and satisfied and there is no agreement or commitment to advance any additional indebtedness; and (b) Mortgagor cancels this Mortgage by filing a written cancellation instrument signed by Mortgagee. When all of the indebtedness hereby secured are fully paid and satisfied and there is no agreement or commitment to advance any additional indebtedness, Mortgagor may request Mortgagee to sign such a written cancellation instrument by writing Mortgagee at the above address or at such other address as Mortgagee may advise. Mortgagee may delay providing Mortgagor with such a mortgage cancellation instrument for a period of thirty (30) days following receipt of Mortgagor's written request to verify that all conditions precedent for mortgage cancellation have been satisfied.

Section 47. Illinois Collateral Protection. As used in the following statutory notice, the terms "you" and "your" shall refer to Mortgagor and the terms "we" and "us" shall refer to the Mortgagee. The following notice is given pursuant to the Illinois Collateral Protection Act (815 ILCS 180/1 et seq. as the same may be amended or restate from time to time.

UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY YOUR AGREEMENT WITH US, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTERESTS IN YOUR COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE COLLATERAL. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING US WITH EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY OUR AGREEMENT. IF WE PURCHASE INSURANCE FOR THE COLLATERAL, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES WE 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 YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN.

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Section 48. Business Loan. Mortgagor certifies and agrees that the proceeds of the indebtedness hereby secured will be held for the purposes specified in Section 4 of the Illinois Interest Act (815 ILCS 205/1 et seq.), and that the principal obligation secured thereby constitutes a "business loan" within the definition and purview of that section.


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IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed and sealed the day and year first above written.

PCS 8522 S. LAFAYETTE LLC,
an Illinois limited liability company, as Co-Borrower

By: **PERSPECTIVES CHARTER SCHOOL,**
an Illinois not-for-profit corporation,
its sole member and manager

By: 
Name: Rhonda L. Hopps
Title: Chief Executive Officer

PERSPECTIVES CHARTER SCHOOL,
an Illinois not-for-profit corporation, as Borrower

By: 
Name: Rhonda L. Hopps
Title: Chief Executive Officer

Property of Cook County Clerk's Office

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Co-Borrower Acknowledgment

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Maria M Munger, a notary public of the above county and state, hereby certify that Rhonda L. Hopps personally came before me this day and acknowledged that she is the Chief Executive Officer of Perspectives Charter School, an Illinois not-for-profit corporation, the sole member of PCS 8522 S. LAFAYETTE LLC and by that authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by Rhonda L. Hopps as its Chief Executive Officer.

WITNESS my hand and official seal this 30th day of October, 2018.

(SEAL)
My commission expires: 04/12/21

Notary Public



Borrower Acknowledgment

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Maria M Munger, a notary public of the above county and state, hereby certify that Rhonda L. Hopps personally came before me this day and acknowledged that he is the Chief Executive Officer of Perspectives Charter School, an Illinois not-for-profit corporation, and by that authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by Rhonda L. Hopps as its Chief Executive Officer.

WITNESS my hand and official seal this 30th day of October, 2018.

(SEAL)
My commission expires: 04/12/21



[Signature Page to Mortgage]

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Schedule I

PARCEL 1:

THAT PART OF THE WEST 2 1/2 ACRES OF THE NORTH 5 ACRES OF THE SOUTH 40 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 40 ACRES OF THE EAST HALF OF SAID SOUTHEAST QUARTER AND THE EAST LINE OF THE WEST 2 1/2 ACRES OF THE NORTH 5 ACRES OF THE SOUTH 40 ACRES OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 34 MINUTES 20 SECONDS EAST, ALONG SAID EAST LINE, 164.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 5 ACRES OF THE SOUTH 40 ACRES OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 87 DEGREES 45 MINUTES 01 SECONDS WEST, ALONG SAID SOUTH LINE, 198.91 FEET TO A POINT ON THE NORTHERLY EXTENSION OF A LINE 1.00 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE EXISTING BUILDING; THENCE NORTH 02 DEGREES 17 MINUTES 03 SECONDS WEST, ALONG SAID PARALLEL LINE, 164.47 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 40 ACRES OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 87 DEGREES 43 MINUTES 49 SECONDS EAST, ALONG SAID NORTH LINE 200.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 35 ACRES (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF SAID SOUTH 35 ACRES) OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE THAT IS 370 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL TO THE EAST LINE OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING THEREFROM THAT PART MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH 35 ACRES AND THE WEST LINE OF SOUTH LAFAYETTE AVENUE; THENCE SOUTH 01 DEGREES 37 MINUTES 07 SECONDS EAST, ALONG THE WEST LINE OF SOUTH LAFAYETTE AVENUE, 78.07 FEET TO THE EASTERLY EXTENSION OF THE CENTERLINE OF A DEMISING WALL; THENCE SOUTH 87 DEGREES 43 MINUTES 46 SECONDS WEST, ALONG THE CENTERLINE OF SAID DEMISING WALL AND ITS EASTERLY EXTENSION, 85.65 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF SAID DEMISING WALL FOR THE NEXT SIX COURSES; THENCE SOUTH 02 DEGREES 16 MINUTES 14 SECONDS EAST, PERPENDICULAR TO THE LAST COURSE, 97.67 FEET; THENCE SOUTH 87 DEGREES 43 MINUTES 46 SECONDS WEST, PERPENDICULAR TO THE LAST COURSE, 14.80 FEET; THENCE SOUTH 02 DEGREES 16 MINUTES 14 SECONDS EAST, PERPENDICULAR TO THE LAST COURSE, 14.72 FEET; THENCE SOUTH 87 DEGREES 43 MINUTES 46 SECONDS WEST, PERPENDICULAR TO THE LAST COURSE, 86.20 FEET TO A POINT OF TANGENCY; THENCE SOUTHWESTERLY 7.25 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 5.50 FEET AND WHOSE CHORD BEARS SOUTH 42 DEGREES 33 MINUTES 08 SECONDS WEST, 6.53 FEET TO A POINT ON A ON TANGENT LINE; THENCE SOUTH 87 DEGREES 43 MINUTES 46 SECONDS WEST, ALONG THE CENTERLINE OF SAID DEMISING WALL AND ITS WESTERLY EXTENSION, 299.09 FEET TO A POINT ON THE ON A LINE 1.00 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE EXISTING BUILDING AND ITS NORTHERLY EXTENSION; THENCE NORTH 02 DEGREES 17 MINUTES 03 SECONDS WEST, ALONG SAID LAST DESCRIBED LINE,

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195.26 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH 35 ACRES; THENCE NORTH 87 DEGREES 45 MINUTES 01 SECONDS EAST, ALONG SAID NORTH LINE, 491.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 51.50 FEET OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE THAT IS 370 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 33, (EXCEPTING FROM SAID NORTH 51.50 FEET OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33 THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT (BEING THE NORTH LINE OF THE SOUTH 300.00 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES AFORESAID) A DISTANCE OF 450.00 FEET; THENCE NORTHWESTERLY 86.43 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT WHICH IS 380.00 FEET EAST OF THE WEST LINE THEREOF; THENCE WEST, ALONG SAID NORTH LINE (BEING THE NORTH LINE OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES AFORESAID) A DISTANCE OF 380.00 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH, ON SAID WEST LINE 51.50 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF SAID TRACT), IN COOK COUNTY, ILLINOIS.

PARCEL 3 AS SURVEYED:

THE NORTH 51.50 FEET OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE THAT IS 370 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 33, (EXCEPTING FROM SAID NORTH 51.50 FEET OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33 THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 87 DEGREES 45 MINUTES 01 SECONDS EAST ALONG THE SOUTH LINE OF SAID TRACT (BEING THE NORTH LINE OF THE SOUTH 300.00 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES AFORESAID) A DISTANCE OF 449.99 FEET; THENCE NORTH 55 DEGREES 41 MINUTES 24 SECONDS WEST, 86.43 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT WHICH IS 380.00 FEET EAST OF THE WEST LINE THEREOF; THENCE NORTH 87 DEGREES 45 MINUTES 01 SECONDS WEST, ALONG SAID NORTH LINE (BEING THE NORTH LINE OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES AFORESAID) A DISTANCE OF 379.96 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 01 DEGREES 34 MINUTES 12 SECONDS EAST, ON SAID WEST LINE 51.49 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF SAID TRACT), IN COOK COUNTY, ILLINOIS.

Address: 8522 S. Lafayette Ave., Chicago, IL 60620

Tax Parcel ID Numbers: 20-33-411-034-0000; 20-33-411-038-0000; 20-33-411-035-0000; 20-33-411-001-0000; 20-33-411-027-0000