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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

Doc#: 1833419218 Fee: \$126.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/30/2018 11:50 AM Pg: 1 of 40

The property identified as: **PIN:** 12-02-302-021-0000

Address:

Street: 8750 & 8770 Bryn Mawr Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60631

Lender: Wells Fargo Trust Company, National Association, as Trustee of the Ground Lease Trust - 2018E

Borrower: Terra Funding - TP LLC

Loan / Mortgage Amount: \$76,000,000.00

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

Certificate number: DB956B54-8289-4976-9979-8F3926F59413

NCS-927957
Execution date: 11/29/2018

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Execution Version

NCS 927957

1/2

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

Dated as of November 29, 2018

From

TERRA FUNDING - TP LLC

(the "Company")

To

WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE OF THE GROUND LEASE TRUST - 2018E

(the "Mortgagee")

8750 & 8770 Bryn Mawr Avenue,
City of Chicago
County of Cook, Illinois

This instrument was prepared by and after
recording return to:
Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606
Attention: Daniel J. Favero

Tax ID Numbers: 12-02-302-021-0000
12-02-302-022-0000
12-02-302-023-0000

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

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ATTACHMENTS TO MORTGAGE.
EXHIBIT A- Legal Description of Real Property

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MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING STATEMENT dated as of November 29, 2018 (this "*Mortgage*"), from TERRA FUNDING - TP LLC, a Delaware limited liability company ("*Company*"), having an address at 841 Bishop Street, Suite 1700, Honolulu, Hawaii 96813, to WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE OF THE GROUND LEASE TRUST – 2018E under that certain Pass-Through Trust Agreement and Declaration of Trust dated as of the date hereof (the "*Trust Agreement*") whose address is 299 S. Main Street, 5th Floor, MAC: U1228-051, Salt Lake City, Utah 84111, Attention: Corporate Trust Lease Group (the "*Mortgagee*").

This Mortgage is also a Security Agreement and financing statement under the Uniform Commercial Code of the State of Illinois and in compliance therewith the following information is set forth:

1. The names and addresses of the Debtor and Secured Party are:

Debtor:	Terra Funding - TP LLC 841 Bishop Street, Suite 1700 Honolulu, Hawaii 96813 Attention: Kimberly F. Aquino
Secured Party:	Wells Fargo Trust Company, National Association, as Trustee of the Ground Lease Trust – 2018E 299 S. Main Street, 5 th Floor, MAC: U1228-051 Salt Lake City, Utah 84111 Attention: Corporate Trust Lease Group Ground Lease Trust – 2018E

2. The property covered by this Security Agreement and financing statement is described in the Granting Clauses hereof.

3. As to each portion of the Property and all other collateral under this Security Agreement which is or which hereafter becomes a "fixture" under applicable law, this Security Agreement constitutes a fixture filing under Article 9 of the UCC, as amended or recodified from time to time.

4. The Company is the record owner of the land described as the Property in Exhibit A attached hereto and made a part hereof.

RECITALS

A. The Company and the Mortgagee have executed and delivered the Note Purchase Agreement dated as of the date hereof (the "*Note Purchase Agreement*") providing for the commitment of the Mortgagee to purchase the Note (together with all extensions, renewals, modifications, substitutions and amendments thereof, collectively, the "*Note*") of the Company

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in the principal amount set forth therein, dated as of the date hereof, expressed to bear interest from the date of issue until maturity at the rate per annum stated therein and to amortize as set forth in the amortization schedule attached thereto. Interest on the Note will be computed on the basis of a 360-day year of twelve 30-day months.

B. The Company has heretofore leased the Property described in Granting Clause First below to TP Chicago LLC, a limited liability company organized under the laws of the State of Delaware (the "*Tenant*"), under and pursuant to the terms of that certain Amended and Restated Ground Lease dated September 7, 2018 (the Amended and Restated Ground Lease, as it may heretofore or hereafter be amended, supplemented or modified and any replacement thereof is herein referred to as the "*Ground Lease*"), of which a Memorandum of Ground Lease, dated and recorded September 19, 2018, among the land records of Cook County, Illinois as Document No. 1826218051 and is assigning all of its right, title and interest in and to the Ground Lease to the Mortgagee pursuant to this Mortgage and that certain Assignment of Leases and Rents dated as of the date hereof from the Company to the Mortgagee (the "*Assignment of Leases and Rents*").

C. The Note, as may be amended from time to time, and all principal thereof, premium, if any, and interest thereon and all additional amounts and other sums at any time due and owing from, and required to be paid by the Company under the terms of the Note, the Note Purchase Agreement, this Mortgage and the other Operative Agreements (as defined herein) are collectively hereinafter sometimes referred to as the "*Indebtedness Hereby Secured*."

D. The Company is duly authorized under all applicable provisions of law and its Organizational Documents (as defined herein) to issue the Note, to execute and deliver this Mortgage and to grant, mortgage, convey and assign the Mortgaged Property (as defined herein) to the Mortgagee as security for the Indebtedness Hereby Secured and all action and all consents, approvals and other authorizations and all other acts and things necessary to make this Mortgage the valid, binding and legal instrument for the security of the Indebtedness Hereby Secured have been done and performed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That the Company, in consideration of the premises, the purchase and acceptance of the Note by the Mortgagee and of the sum of Ten Dollars received by the Company from the Mortgagee and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on the Note according to its tenor and effect, and to secure the payment of all other Indebtedness Hereby Secured and the performance and observance of all the covenants, agreements and conditions contained in or incorporated by reference into the Note, this Mortgage, the Note Purchase Agreement or the other Operative Agreements, the Company does hereby grant, warrant, mortgage, assign, pledge, sell, demise, bargain, convey, transfer, set over and hypothecate unto the Mortgagee, its successors and assigns, forever, IN TRUST WITH POWER OF SALE, to the extent permitted by law, and grants to the Mortgagee, its successors and assigns, forever, a security interest in and to all and singular the following described property, rights, interest and privileges and all of the Company's estate, right, title and interest therein, thereto and thereunder (all of which properties, rights, interests and privileges hereby granted, mortgaged, assigned, pledged and hypothecated or intended so to be are hereinafter collectively referred to as the "*Mortgaged Property*"):

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GRANTING CLAUSE FIRST

THE PROPERTY

The parcels of land in the County of Cook, State of Illinois, described in Exhibit A attached hereto and made a part hereof (the "*Land*"), together with the entire interest of the Company (whether reversionary interest, remainder interest or otherwise), if any, in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed, upon the Land, including all right, title and interest of the Company (whether reversionary interest, remainder interest or otherwise), if any, in and to all building material, building equipment and fixtures of every kind and nature whatsoever on said land or in any building, structure or improvement now or hereafter standing on said land which are classified as fixtures under applicable law and which are used in connection with the operation, maintenance or protection of said buildings, structures and improvements as such (including, without limitation, all boilers, air conditioning, ventilating, plumbing, heating, lighting and electrical systems and apparatus, all communications equipment and intercom systems and apparatus, all sprinkler equipment and apparatus and all elevators and escalators) and the reversion or reversions, remainder or remainders, in and to the Land, and together with the entire interest of the Company, if any, in and to all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to the Land, belonging or in anywise appertaining thereto, including, without limitation, the entire right, title and interest of the Company, if any, in, to and under any streets, ways, alleys, gores or strips of land adjoining said land, and all claims or demands whatsoever of the Company either in law or in equity, in possession or expectancy, of, in and to the Land, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, title to which is now owned or is hereafter acquired by the Company and is affixed or attached or annexed to the Land, shall be and remain or become and constitute a portion of the Land and the security covered by and subject to the lien of this Mortgage, together with all accessions, parts and appurtenances appertaining or attached thereto and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all thereof, and together with all rents, income, revenues, awards, issues and profits thereof, and the present and continuing right to make claim for, collect, receive and receipt for any and all of such rents, income, revenues, awards, issues and profits arising therefrom or in connection therewith, all to the extent of the Company's right, title and interest therein from time to time, if any (collectively, the "*Property*").

GRANTING CLAUSE SECOND

THE GROUND LEASE, THE OTHER LEASES, RENTS AND THE LEASE GUARANTIES

The Ground Lease and, to the extent of the Company's right, title and interest therein from time to time, if any, the Other Leases (defined below) and all of the Company's estate, right, title, interest, claim and demand as landlord in, to and under the Ground Lease and the Other Leases, including all extensions and renewals of the term thereof, and all existing or future amendments, supplements or modifications of the Ground Lease and the Other Leases (and to any short memorandum form of the Ground Lease and the Other Leases executed for recording

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purposes), together with all rights, powers, privileges, options and other benefits of the Company, if any, in, to and under the Lease Guaranties (as defined herein), if any, and all rights, powers, privileges, options and other benefits of the Company as landlord under the Ground Lease and the Other Leases, including, without limitation, (a) the immediate and continuing right (whether or not an Event of Default under this Mortgage shall have occurred and be continuing) to receive and collect all Rents (whether as fixed rent, basic rent, percentage rent, additional rent or otherwise), income, revenues, issues, profits, insurance proceeds, condemnation awards, bankruptcy claims, liquidated damages, purchase price proceeds and other payments, tenders and security payable to or receivable by the landlord under the Ground Lease and the Other Leases; (b) if Tenant exercises any right, or shall be required, to purchase the Mortgaged Property or the landlord's interest therein or any portion thereof pursuant to the Ground Lease, the right and power (such power and right being irrevocable and coupled with an interest), upon the occurrence and during the continuation of an Event of Default, to execute and deliver as agent and attorney-in-fact of the landlord under the Ground Lease and the Other Leases, an appropriate deed or other instruments of transfer necessary or appropriate for the conveyance and transfer to the Tenant of the Mortgaged Property or the portion thereof being so purchased, and all interest of the landlord therein and to perform in the name and for and on behalf of the landlord, as such agent and attorney-in-fact, any and all other necessary or appropriate acts with respect to any such purchase, conveyance and transfer; (c) the right to make all waivers, consents and agreements; (d) the right to give and receive copies of all notices and other instruments or communications; (e) the right to take such action upon the occurrence of an event of default under the Ground Lease, the Other Leases and any Lease Guaranties, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Ground Lease, the Other Leases, any Lease Guaranties, or by law; and (f) the right to do any and all other things whatsoever which the Company or any landlord is or may be entitled to do under the Ground Lease, the Other Leases and any Lease Guaranties, or by law; all of the foregoing with respect to the Other Leases and any Lease Guaranties relating thereto being limited to the Company's right, title and interest therein from time to time, if any.

GRANTING CLAUSE THIRD

CONDEMNATION AWARDS

All of the right, title and interest of the Company, if any, in and to any award or awards or settlements or payments heretofore made or hereafter to be made by any municipal, county, state or federal authorities to the present or any subsequent owners of the Mortgaged Property, including without limitation any award or awards, or settlements or payments, hereafter made resulting from (i) condemnation proceedings or the taking of the Mortgaged Property, or any part thereof, under the power of eminent domain; or (ii) the alteration of grade or the location or the discontinuance of any street adjoining the Mortgaged Property or any portion thereof, or (iii) any other injury to or decrease in value of the Mortgaged Property; and the Company hereby agrees to execute and deliver from time to time such further instruments as may be requested by the Mortgagee to confirm such assignment to the Mortgagee of any such award, damage, payment or other compensation.

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GRANTING CLAUSE FOURTH

PERSONAL PROPERTY

All of the right, title and interest of the Company, if any, in and to all tangible and intangible personal property of every nature and description now used or at any time hereafter used in any way in connection with the Mortgaged Property, or any other portion of the same, including, without limitation, all inventory; goods; materials; supplies; equipment; furnishings; fixtures; accounts; accounts receivable; chattel paper; documents; instruments; investment property; money; bank accounts (including, without limitation, the Escrow Reserves (as defined in the Escrow and Servicing Agreement (as defined herein)); any accounts or reserves held by the Mortgagee or by the Escrow Agent (as defined herein) under the terms of the Escrow and Servicing Agreement; deposit accounts; security deposits; claims to rebates, refunds or abatements of real estate taxes or any other taxes; contract rights, plans and specifications; permits, licenses and general intangibles; the rights of the Company under contracts, with respect to the Mortgaged Property or any portion thereof; signs, brochures, advertising and good will.

GRANTING CLAUSE FIFTH

OTHER AND AFTER-ACQUIRED PROPERTY

Any and all moneys and other property (including each amendment or supplement to any and all instruments included in the Mortgaged Property) which may from time to time, by delivery to the Mortgagee or by any instrument, including this Mortgage, be subjected to the lien hereof by the Company or by anyone on the behalf of the Company or with the consent of the Company, or which may come into the possession or be subject to the control of the Mortgagee pursuant to this Mortgage, or pursuant to any instrument included in the Mortgaged Property, it being the intention of the Company and the Mortgagee and it being hereby agreed by them that all property hereafter acquired by the Company and required to be subjected to the lien of this Mortgage or intended so to be shall forthwith upon the acquisition thereof by the Company be as fully embraced within the lien of this Mortgage as if such property were now owned by the Company and were specifically described in this Mortgage and granted hereby or pursuant hereto.

GRANTING CLAUSE SIXTH

PROCEEDS, PRODUCTS, PROFITS, OFFSPRING, ETC.

All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds of insurance and condemnation awards and payments and all products, offspring, profits, additions, accessions, substitutions and replacements of any of the foregoing, it being intended that all Mortgaged Property, including, without limitation, any and all such proceeds, products, offspring, profits, additions, accessions, substitutions and replacements, now or hereafter acquired (whether as a reversionary interest, remainder interest or otherwise) owned or held by the Company shall continue to be subject to the lien of this Mortgage at all times, including, without limitation, after any bankruptcy filing or similar action or proceeding.

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SUBJECT, HOWEVER, as to all property or rights in property at any time subject to the lien hereof (whether now owned or hereafter acquired), to the following:

(a) The agreement of the parties hereto that any and all right, title and interest in and to any and all improvements, trade fixtures, signs, furniture, furnishings, equipment, machinery, leases, subleases or other tangible or intangible personal property located on or pertaining to the Mortgaged Property from time to time and not owned by the Company, whether or not classified as fixtures under applicable law, are expressly excluded from the lien and security interest created by this Mortgage, and that the same shall in no instance be deemed to be encompassed within the term "*Mortgaged Property*"; and

(b) The Ground Lease (which at all times shall remain a lien superior to the Mortgagee's encumbrance unless otherwise agreed to by the Tenant) and the other Permitted Encumbrances, as defined in Section 1 hereof.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee and its successors and assigns, in fee simple title forever, with the purpose of securing performance of each agreement, covenant and warranty of the Company contained in the Operative Agreements and payment of all Indebtedness Hereby Secured.

IN TRUST, NEVERTHELESS, WITH POWER OF SALE (to the extent permitted by law), upon the terms and trusts herein set forth for the benefit and security of all present and future holders of the Indebtedness Hereby Secured in accordance with its terms and all other sums payable hereunder or under the Note, and for the performance and observance of the Note and this Mortgage, all as herein set forth.

PROVIDED, NEVERTHELESS, and these presents are upon the express condition that if the Company pays to the Mortgagee, its successors or assigns, the full amount of all Indebtedness Hereby Secured, the estate, right and interest of the Mortgagee in the property hereby conveyed shall cease and this Mortgage shall become null and void, but otherwise to remain in full force and effect.

It is agreed and understood by the parties hereto that:

1. This Mortgage is intended to and shall constitute security for the entire Indebtedness Hereby Secured.

2. Any part of the security herein described, and any security described in any other deed of trust, mortgage, assignment of lease or other instrument now or hereafter given to secure the indebtedness which is secured by this Mortgage, may be released by the Mortgagee without affecting the lien hereof on the remainder.

3. The Company 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 Property marshaled upon any foreclosure of the lien hereof, or to have the Mortgaged Property hereunder and the property covered by any other deed of trust, mortgage or assignment of lease securing the Note marshaled upon any foreclosure of any of said deeds of trust,

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mortgages or assignments of leases, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety.

4. Upon the occurrence of an Event of Default hereunder, the Mortgagee has, among other things, the right to foreclose on the Mortgaged Property and dispose of the same. To the extent permitted by law, the Mortgagee's deed or other instrument of conveyance, transfer or release (which, if permitted by law, may be in the name of the Mortgagee or as attorney for the Company and the Mortgagee hereby is irrevocably appointed) shall be effective to convey and transfer to the grantee an indefeasible title to the property covered thereby, discharged of all rights of redemption by the Company or any person claiming under it, and to bar forever all claims by the Company or the said Mortgagee to the property covered thereby and no grantee from the Mortgagee shall be under any duty to inquire as to the authority of the Mortgagee to execute the same, or to see to the application of the purchase money.

5. The assignment made under Granting Clause Second and Section 2.1 hereof is executed as a present, unconditional and absolute assignment and not merely as collateral security, and the execution and delivery of this Mortgage shall not in any way impair or diminish any obligations of the Company as landlord under the Ground Lease nor impair, affect or modify any of the terms and conditions of the Note or the Note Purchase Agreement, nor shall any of such obligations be imposed upon the Mortgagee, including but not limited to collecting rentals or enforcing performance by the Tenant. Nevertheless, subject to the terms of this Paragraph 5 and all of the Operative Agreements and the Letter of Direction referred to in Section 2.1(b)(iv) of this Mortgage, the Mortgagee grants to the Company a revocable license to operate and manage the Mortgaged Property and to collect the Rents, which license cannot be revoked by the Mortgagee other than upon the occurrence and during the continuance of an Event of Default. Without limiting the generality of the foregoing, 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 under the Ground Lease, or under or by reason of this Mortgage; and it is further understood and agreed that this Mortgage shall not operate to place responsibility for the control, care, management or repair of the Mortgaged Property upon the Mortgagee, nor for the carrying out of any of the terms and conditions of the Ground Lease, nor shall it operate to make the Mortgagee responsible or liable for any waste committed on the Mortgaged Property by the Tenant or any other parties, or for any dangerous or defective condition of the Mortgaged Property, or for any negligence of the management, upkeep, or repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. The Mortgagee may, at its option, although it shall not be obligated to do so, upon the occurrence and during the continuation of a default of the Company as the landlord under the Ground Lease, which default is not cured by the Company prior to the expiration of any applicable cure or grace period (or, in the absence of such cure or grace period, within a reasonable period of time), and after giving written notice to the Tenant and the Company, perform any Lease covenant under the Ground Lease for and on behalf of the Company and may recover any money advanced, for any such purpose from the Company on demand, with interest at the Default Rate (as defined in the Note Purchase Agreement) (or at the maximum rate permitted by applicable law, whichever is less) from

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date of advancement. Upon the payment of the principal of (and premium, if any) and all interest on the Note and of all other sums payable on the Note or under the Note Purchase Agreement or this Mortgage or any other Operative Agreement and the performance and observance of the provisions thereof, this Mortgage shall cease and terminate and all the estate, right, title, interest, claim and demand of the Company under the Ground Lease in and to the above-described assigned property shall revert to the Company under the Ground Lease, and the Mortgagee shall at the request of the Company deliver to the Company an instrument cancelling the Lease Assignment set forth in this Mortgage and reassigning the above-described assigned property to the Company.

6. The Company does hereby irrevocably constitute and appoint the Mortgagee, its true and lawful attorney with full power of substitution, for it and in its name, place and stead to, upon the occurrence and during the continuation of an Event of Default, ask, demand, collect, receive, receipt for, sue for, compound and give acceptance for any and all rents, income and other sums which are assigned under the Granting Clauses of this Mortgage with full power to sue for, settle, adjust or compromise any claim thereunder as surely as the Company could itself do and to endorse the name of the Company on all commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings either in its own name or in the name of the Company or otherwise, which the Mortgagee may deem necessary or appropriate to protect and preserve the right, title and interest of the Mortgagee in and to such rents and other sums and the security intended to be afforded by this Mortgage

SECTION 1. DEFINITIONS

The following terms shall have the following meanings for all purposes of this Mortgage (any capitalized terms not otherwise defined herein shall have the meanings set forth therefor in the Note Purchase Agreement):

The term “*actual knowledge*” means, with respect to the Company, the current conscious awareness of any officer, member, partner, trustee or beneficial holder of an equity interest in the Company, excluding any imputed or constructive knowledge, and variants of such term (such as “actually known”) have correlative meanings.

“*Affiliate*” of any specified Person, shall mean any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person, and any immediate family member of such specified Person and their Affiliates. For the purposes of this definition, “*control*” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “*controlling*” and “*controlled*” have meanings correlative to the foregoing.

“*Assignment of Leases and Rents*” is defined in Recital B of this Mortgage.

“*Bankruptcy Claims*” is defined in Section 2.1(a) of this Mortgage.

“*Bankruptcy Code*” is defined in Section 2.1(a) of this Mortgage.

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“*Mortgagee*” is defined in the introductory paragraph on page 1 of this Mortgage and shall include all successors and assigns.

“*Closing Date*” is defined in the Note Purchase Agreement.

“*Collateral*” is defined in Section 2.4 of this Mortgage.

“*Mortgage*” is defined in introductory paragraph on page 1 of this Mortgage.

“*Default*” shall mean any event which would constitute an Event of Default if any requirement in connection therewith for the giving of notice, or the lapse of time, or the happening of any further condition, event or action had been satisfied.

“*Environmental Legal Requirement*” shall mean any applicable local, state or federal law, common law, statute, ordinance, rule, regulation or legally binding requirement relating to public health, safety or the environment, including, without limitation, relating to releases, discharges or emissions to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use and handling of polychlorinated biphenyls or asbestos, to the disposal, transportation, treatment, storage or management of solid or hazardous wastes or to exposure to toxic or hazardous materials, to the handling, transportation, discharge or release of gaseous or liquid substances and any regulation, order, notice or demand issued pursuant to such law, statute, ordinance, rule or regulation, in each case applicable to the property of the Company and its Subsidiaries or the operation, construction or modification of any thereof, including without limitation the following: the Clean Air Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act as amended by the Solid and Hazardous Waste amendments of 1984, the Occupational Safety and Health Act, the Emergency Planning and Community Right-to-Know Act of 1986, the Hazardous Materials Transportation Act, the Solid Waste Disposal Act, all as amended, and any local, state or federal laws, statutes, ordinances, rules or regulations addressing similar matters, and any local, state or federal law, statute, ordinance, rule or regulation providing for financial responsibility for cleanup or other actions with respect to the release or threatened release of hazardous substances and any local, state or federal nuisance law, statute, ordinance, rule or regulation.

“*Escrow Agent*” shall mean Wells Fargo Trust Company, National Association, as Escrow Agent under the Escrow and Servicing Agreement, and its successors and assigns.

“*Escrow and Servicing Agreement*” shall mean that certain Escrow and Servicing Agreement dated as of the date hereof among the Company, the Mortgagee and the Escrow Agent, as amended, restated or otherwise modified from time to time.

“*Event of Default*” shall have the meaning set forth in Section 4.1 of this Mortgage.

“*Event of Loss*” with respect to the Mortgaged Property shall mean any casualty or condemnation described in the Ground Lease.

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“*Existing Guarantor*” shall mean the Person acting as a guarantor under the Indemnity and Guaranty Agreement.

“*Existing Indemnitor*” shall mean the Person acting as an indemnitor under the Hazardous Material Indemnity Agreement.

“*Mortgaged Property*” is defined in the Recitals hereto.

“*Company*” shall mean, not only Terra Funding - TP LLC, a Delaware limited liability company, but also its successors and assigns.

“*Ground Lease*” is defined in Recital B of this Mortgage. For the avoidance of doubt, the term “*Ground Lease*” shall include any replacement Ground Lease between the Company and any other Person, including, without limitation, any replacement Ground Lease between the Company and a leasehold mortgagee entered into pursuant to the Ground Lease.

“*Hazardous Material*” shall mean any hazardous, toxic or harmful chemical, substance, waste, material, byproduct, pollutant, contaminant, compound or product, including without limitation, asbestos, polychlorinated biphenyls, petroleum products (including crude oil or any fraction thereof), flammable explosives, radioactive materials, mold, mildew, infectious substances or raw materials which include hazardous constituents and any other substance or material the exposure, use, disposal or handling of which is regulated by any Environmental Legal Requirement.

“*Hazardous Material Indemnity Agreement*” shall mean that certain Hazardous Material Indemnity Agreement dated as of the date hereof from the Existing Indemnitor and the Company in favor of the Mortgagee.

“*Improvements*” means all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements, improvements and appurtenances now standing, or at any time hereafter constructed or placed, upon the Land.

“*Indebtedness Hereby Secured*” is defined in Recital D of this Mortgage.

“*Indemnified Liabilities*” is defined in Section 2.6 of this Mortgage.

“*Indemnity and Guaranty Agreement*” shall mean that certain Indemnity and Guaranty Agreement dated as of the date hereof from the Existing Guarantor in favor of the Mortgagee.

“*Land*” is defined in Granting Clause First hereof.

“*Lease Assignment*” shall mean the assignment of the Ground Lease, the Other Leases, the Lease Guaranties and Rents set forth in Granting Clause Second and Section 2.1 of this Mortgage.

“*Lease Guarantor*” is defined in Section 2.1(a) of this Mortgage.

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"*Lease Guaranty*" is defined in Section 2.1(a) of this Mortgage. For the avoidance of doubt, the parties acknowledge that, as of the Closing Date, there is no Lease Guaranty with respect to the Ground Lease.

"*Leases*" shall mean, collectively, the Ground Lease and the Other Leases.

"*Loan*" is defined in Section 8.9 of the Note Purchase Agreement.

"*Maturity Date*" shall mean November 15, 2054.

"*Non-Recourse Person*" is defined in Section 5.9 of this Mortgage.

"*Note*" is defined in Recital A of this Mortgage.

"*Note Purchase Agreement*" is defined in Recital A of this Mortgage.

"*Operative Agreements*" shall mean, collectively, the Note, the Note Purchase Agreement, the Ground Lease, the Assignment of Leases and Rents, this Mortgage, the Hazardous Material Indemnity Agreement, the Indemnity and Guaranty Agreement, the Rent Direction Letter and the Escrow and Servicing Agreement.

"*Organizational Documents*" of any entity shall mean (a) in the case of a corporation, the articles or certificate of incorporation (or the equivalent of such items under state law) and the by-laws of such corporation, (b) in the case of a limited liability company, the certificate or articles of existence or formation and the operating agreement of such limited liability company, (c) in the case of a limited partnership, the certificate of formation and limited partnership agreement of such limited partnership and the Organizational Documents of the general partner of such limited partnership, (d) in the case of a trust, the certificate of formation (if applicable) and the trust agreement for such trust, and (e) any equivalent documents, to the foregoing under the State law where such entity was organized or formed.

"*Other Leases*" is defined in Section 2.1(a) of this Mortgage.

"*Person*" shall mean an individual, partnership, limited liability company, corporation, trust or unincorporated organization.

"*Personal Property*" shall mean the personal property described in Granting Clause Fourth of this Mortgage.

"*Rent Direction Letter*" shall mean that certain Rent Direction Letter by and among the Mortgagee, the Company and the Tenant, dated as of the date hereof.

"*Rents*" is defined in Section 2.1(a) of this Mortgage.

"*Security*" shall have the same meaning as in Section 2(1) of the Securities Act of 1933, as amended.

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"*Tenant*" is defined in the Recitals hereto, and shall also include Tenant's respective successors and assigns and the tenant under any replacement Lease referred to in the definition of Lease.

"*Trust Agreement*" is defined in the introductory paragraph on page 1 of this Mortgage.

"*Trust Certificates*" shall mean the "Certificates" as such term is defined in the Trust Agreement.

"*Uniform Commercial Code*" shall mean the Uniform Commercial Code as in effect in the State of Illinois and the State of Delaware, each as amended, as applicable.

"*Voting Interest*" shall mean Securities or equity ownership interest of any class or classes of a Person, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporate directors (or Persons performing similar functions).

SECTION 2. GENERAL COVENANTS AND WARRANTIES.

From and after the Closing Date (as defined in the Note Purchase Agreement) and continuing so long as the Indebtedness Hereby Secured remains unpaid, the Company covenants that:

Section 2.1. Assignment; Obligations and Terms Respecting the Ground Lease, the Other Leases and the Lease Guaranties.

(a) *Assignment.* In addition to, and not in contravention of, Granting Clause Second of this Mortgage, the Company, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to further secure the payment and performance by the Company of all Indebtedness Hereby Secured hereby absolutely and unconditionally assigns, transfers and grants to the Mortgagee the following property, rights, interests and estates, now owned, or hereafter acquired, by the Company:

(i) *Lease.* The Ground Lease and the right, title and interest of the Company, its successors and assigns, therein and thereunder.

(ii) *Other Leases and Agreements.* To the extent of the Company's right, title and interest therein, if any, other leases, subleases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Mortgaged Property or any portion thereof now or hereafter made, together with any extension, renewal or replacement of the same (collectively, the "*Other Leases*"), this assignment of the Other Leases being effective without further or supplemental assignment. As of the date hereof and so long as the Ground Lease remains in effect, the Company has and will have no right, title or interest in any Other Leases or any related Lease Guaranties, except for the Company's reversionary interest under the Ground Lease. Therefore, the provisions of this Section 2.1 and of Granting Clause Second with respect to the Other Leases and any related Lease Guaranties shall only apply in the event that the Company becomes the direct Landlord thereunder.

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(iii) *Rents.* All rents, additional rents, percentage rents, revenues, income, proceeds, payments, reimbursable amounts, issues and profits arising from the Ground Lease, the Other Leases and the Lease Guaranties, if any, and any cash or security deposited in connection therewith (including, without limitation, all commissions and all oil and gas and other mineral royalties and bonuses) payable by Tenant under the Ground Lease or any other tenant under the Other Leases or any Lease Guarantor under any Lease Guaranty or otherwise, for or in connection with the use, enjoyment and occupancy of the Mortgaged Property (collectively, the "*Rents*").

(iv) *Bankruptcy Claims.* All of the Company's claims and rights (the "*Bankruptcy Claims*") to the payment of damages arising from any rejection by Tenant of the Ground Lease or any other tenant under the Other Leases under the Bankruptcy Code, 11 U.S.C. §101 *et seq.*, as the same may be amended (the "*Bankruptcy Code*") or under any comparable federal or state statute or law.

(v) *Lease Guaranties.* All of the Company's right, title and interest in and to any and all lease guaranties, letters of credit and any other credit support given in connection with the Ground Lease and the Other Leases to the Company or predecessors (individually, a "*Lease Guaranty*", and, collectively, the "*Lease Guaranties*") by any guarantor (individually, a "*Lease Guarantor*," and, collectively, the "*Lease Guarantors*").

(vi) *Proceeds.* All proceeds from the sale or other disposition of the Ground Lease, the Other Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(vii) *Other.* All rights, powers, privileges, options and other benefits of the Company as lessor under the Ground Lease and the Other Leases and beneficiary under any Lease Guaranties, including without limitation, to the extent the Company actually has such rights, (A) the immediate and continuing right to make claims for, receive, collect and receipt for, all Rents payable or receivable under the Ground Lease and the Other Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Indebtedness Hereby Secured) and to do all other things which the Company or any lessor is or may become entitled to do under the Ground Lease, the Other Leases or the Lease Guaranties; (B) the right to pursue and collect any claim in bankruptcy or receivership proceedings of Tenant, any other tenant under the Other Leases or any Lease Guarantor; (C) the right to accept or reject any offer made by the Tenant, any other tenant under the Other Leases (unless the Ground Lease is then in full force and effect) or any Lease Guarantor to purchase the Mortgaged Property or any part thereof and any other property subject to the Ground Lease, the Other Leases or any Lease Guaranty and to perform all other necessary or appropriate acts with respect to such purchases; (D) the right to make all waivers and agreements, to give and receive all notices, consents and releases, and to take such action upon the happening of a default beyond applicable cure periods, if any, under the Ground Lease, the Other Leases or any Lease Guaranty

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as the Company shall have the right under the Ground Lease, the Other Leases or any Lease Guaranty or at law to take, including the right to commence, conduct and consummate eviction proceedings; (E) the right, at the Mortgagee's option to enter upon the Mortgaged Property or any portion thereof in person, by agent or by court-appointed receiver; and (F) the Company's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in this Mortgage and any or all other actions designated by the Mortgagee for the proper management and preservation of the Mortgaged Property.

This assignment is a perfected present, absolute, direct and unconditional assignment and transfer of all the Company's right, title and interest in and to, but not the obligations under, the Ground Lease, the Other Leases, the Lease Guaranties and the Rents thereunder made in consideration of the Loan by the Mortgagee to the Company and as additional security for the repayment of the Indebtedness Hereby Secured. Nevertheless, subject to the terms of this Section 2.1(a) and all of the Operative Agreements and the Letter of Direction referred to in Section 2.1(b)(iv) of this Mortgage, the Mortgagee grants to the Company a revocable license to operate and manage the Mortgaged Property and to collect the Rents, which license cannot be revoked by the Mortgagee other than upon the occurrence and during the continuance of an Event of Default.

(b) *Obligations and Terms Respecting the Ground Lease, the Other Leases and the Lease Guaranties.*

(i) At all times the Mortgaged Property shall be leased to the Tenant under the Ground Lease, provided that to the extent permitted thereby, the Ground Lease may be assigned or the Mortgaged Property sublet by the Tenant upon the terms and conditions set forth in the Ground Lease. The Company will punctually perform all obligations, covenants and agreements by it to be performed under the Ground Lease, the Other Leases and the Lease Guaranties strictly in accordance with the terms thereof, and will, subject to the limitation on the exercise of remedies set forth in the Section 2.1(b)(iii) below, at all times compel performance by the Tenant, any other tenant under the Other Leases (unless the Ground Lease is then in full force and effect) and the Lease Guarantors of all covenants and agreements by them to be performed under the Ground Lease, the Other Leases or the Lease Guaranties, as applicable. The Company will not take any action, and the Company will use commercially reasonable efforts to prevent action to be taken by other Persons, which will release the Tenant under the Ground Lease, any other tenant under the Other Leases (unless the Ground Lease is then in full force and effect) or any Lease Guarantor from their obligations and liabilities under the Ground Lease, the Other Leases or the Lease Guaranties, as applicable, or result in the termination, amendment or modification of, or impair the validity of, the Ground Lease, the Other Leases (subject to the rights of the Tenant under the Ground Lease) or the Lease Guaranties, as applicable. The Company will give to the Mortgagee notice of all defaults by Tenant, any other tenant under the Other Leases (unless the Ground Lease is then in full force and effect) or any Lease Guarantor, as applicable, under the Ground Lease, the Other Leases or the Lease Guaranties,

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promptly after they have become actually known to the Company. Neither this Mortgage nor any action or inaction on the part of the Mortgagee shall constitute an assumption on the part of the Mortgagee of any obligation to Tenant, any other tenant under the Other Leases or any Lease Guarantor or any other Person under the Ground Lease, the Other Leases or the Lease Guaranties. No action or inaction on the part of the Company shall adversely affect or limit in any way the rights of the Mortgagee under this Mortgage, or, through this Mortgage, under the Ground Lease, the Other Leases or the Lease Guaranties.

(ii) The Company will not, except with the prior written consent of the Mortgagee, take or suffer to be taken any action or consent to or permit any prepayment or discount of Rents or payment of Rents more than one month in advance, under the Ground Lease, the Other Leases (unless the Ground Lease is then in full force and effect) or the Lease Guaranties.

(iii) The Company will not, without the prior written consent of the Mortgagee:

(A) declare a default (provided that the Company may give Tenant written notice of the Tenant's failure to comply with any terms of the Ground Lease and may demand satisfaction of such obligations) or exercise the remedies of the landlord or beneficiary under, or terminate, modify or accept a surrender of, or exercise any recapture rights with respect to, or offer or permit any termination, modification or surrender of, the Ground Lease, the Other Leases (unless the Ground Lease is then in full force and effect) or the Lease Guaranties (other than in accordance with their express respective terms), or any reciprocal easement or restrictive covenant agreement or similar agreement running with the land or create or consent to the creation or existence of any deed of trust, mortgage or other lien to secure the payment of indebtedness upon the landlord's interest under the Ground Lease, the Other Leases or the Lease Guaranties, or any part thereof, subject, however, to Tenant's rights to assign its interest in its Lease in accordance with the terms thereof; or

(B) other than to or for the benefit of the Mortgagee, assign, transfer or hypothecate any Rents or other payment due or to become due under the Ground Lease, the Other Leases or the Lease Guaranties.

(iv) The Company acknowledges that the Mortgagee has directed Tenant in a letter of direction to deliver or remit directly to the Escrow Agent, all Rents (including, without limitation, all fixed rent, basic rent, percentage rent and all additional rent), income, revenues, issues, profits, insurance proceeds, condemnation awards, liquidated damages, purchase price proceeds and other payments, tenders and security now or hereafter due and payable to or receivable by the Company under the Ground Lease, such amounts to be paid directly to the Escrow Agent in the manner provided therein or in such other manner as the Mortgagee may from time to time reasonably designate in accordance with the

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Escrow and Servicing Agreement. All amounts received by the Escrow Agent shall be applied in the manner provided herein and in the Escrow and Servicing Agreement. The Company hereby agrees to promptly send to the Mortgagee, in accordance with Section 5.3 hereof, copies of all material notices and all other material instruments or communications required or permitted to be given by the Company under the Ground Lease, the Other Leases (unless the Ground Lease is then in full force and effect) and the Lease Guaranties pursuant thereto.

(v) Notwithstanding anything to the contrary set forth in any document, the Company agrees that it will not enter into any agreement subordinating, amending, supplementing, hypothecating, waiving, discharging or terminating the Ground Lease, the Other Leases (unless the Ground Lease is then in full force and effect), any Lease Guaranty or this Mortgage without the Mortgagee's prior written consent thereto, and that any attempted subordination, amendment, supplement, hypothecation, waiver, discharge or termination without such consent shall be void. The Company will not terminate the Ground Lease, any of the Other Leases (unless the Ground Lease is then in full force and effect) or any Lease Guaranty or take possession of the Mortgaged Property in the event of default without the express prior written consent of the Mortgagee. In the event that the Ground Lease, the Other Leases or any Lease Guaranty shall be amended or supplemented as herein permitted, the Ground Lease, the Other Leases and the Lease Guaranties as so amended or supplemented shall continue to be subject to the provisions of this Mortgage without the necessity of any further act by any of the parties hereto.

(c) The Lease Assignment set forth in this Section 2.1 and Granting Clause Second of this Mortgage shall run with the land and be good and valid against the Company or those claiming by, under or through the Company, from the date hereof and such assignment shall continue to be operative during the foreclosure or any other proceeding taken to enforce this Mortgage. In the event of a sale or foreclosure which shall result in a deficiency, such assignment shall stand as security during the redemption period for the payment of such deficiency. The Mortgagee shall be permitted, at its sole option, to exercise remedies under such assignment separately from remedies exercised against other portions of the Mortgaged Property.

Section 2.2. Recordation. The Company will, at its own expense, cause this Mortgage, the Assignment of Leases and Rents, the Ground Lease (or memorandum thereof), all supplements hereto and thereto, and any financing statements and continuation statements required by law, including the Uniform Commercial Code, in respect hereof and thereof 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 in order to fully preserve and protect the rights of the Mortgagee hereunder and thereunder. The Company hereby specifically consents to any financing statements and/or financing statements and continuation statements or other filings related to this Security Agreement and/or this Mortgage being made electronically, to the extent permitted by law, or otherwise. The Company hereby authorizes the Mortgagee and its agents or counsel to file, in the name of the Company or otherwise, financing statements and continuation statements with regard to any filed financing statements. The Company hereby irrevocably appoints the

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Mortgagee, or any agent designated by the Mortgagee, its true and lawful attorney-in-fact, which power is coupled with an interest and with full power of substitution, to execute, acknowledge, file and deliver financing statements in the name of the Company with respect to the liens and security interest in favor of the Mortgagee under this Mortgage and the other Operative Agreements. Furthermore, the Company hereby authorizes each of Mayer Brown LLP and the Mortgagee and their respective agents or counsel to file financing statements that indicate the collateral (i) as all assets of the Company or words of similar effect or (ii) as being of an equal, greater or lesser scope, or with greater or lesser detail, than as set forth in this Security Agreement and/or this Mortgage, on behalf of the Company. The Company also hereby ratifies its authorization for each of Mayer Brown LLP, the Mortgagee and their respective agents or counsel to have filed in any jurisdiction any Uniform Commercial Code financing statements or amendments thereto if filed prior to the Closing Date. The Company shall not terminate, amend or file a correction statement with respect to any financing statement or fixture filing filed pursuant to this Security Agreement and/or this Mortgage without the Mortgagee's prior written consent.

Section 2.3. After-Acquired Property. Any and all property hereafter acquired which is of the kind or nature described in the Granting Clauses hereof and is or intended to become a part thereof, shall ipso facto, and without any further conveyance, assignment or act on the part of the Company or the Mortgagee become and be, subject to the lien of this Mortgage as fully and completely as though specifically described herein; but nevertheless the Company shall from time to time, if requested by the Mortgagee, execute and deliver any and all such further assurances, conveyances and assignments thereof as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting to the lien of this Mortgage any and all such property.

Section 2.4. Security Agreement. This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of the Company in the Mortgaged Property. By executing and delivering this Mortgage, the Company hereby grants to the Mortgagee, as security for the Indebtedness Hereby Secured, a security interest in the Mortgaged Property to the full extent that the Mortgaged Property may be subject to the Uniform Commercial Code (said portion of the Mortgaged Property so subject to the Uniform Commercial Code being called the "Collateral"). To the extent necessary under applicable law, the Company hereby authorizes the Mortgagee to prepare and file financing statements, continuation statements and financing statement amendments in such form as the Mortgagee may require to perfect or continue the perfection of the security interest in the Collateral.

Section 2.5. Environmental Indemnity. The Company agrees to defend, indemnify and hold the Mortgagee harmless from and against any and all costs, penalties, damages, expenses, and/or liabilities (including reasonable attorneys' fees) which the Mortgagee may suffer as a result of a claim, suit, or action regarding the existence (or claimed existence) on or under the Mortgaged Property of any Hazardous Material (whether caused by the Company, any Indemnitor (as defined in the Note Purchase Agreement) or the Tenant under the Ground Lease or any other party), and/or regarding the removal, remediation and clean-up of same.

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Section 2.6. General Indemnity. In addition to any other indemnifications provided herein, or in the other Operative Agreements, the Company will, at its sole cost and expense protect, defend, indemnify and save harmless the Mortgagee on an after-tax basis from and against all liabilities, losses, damages, demands, claims, obligations, suits or other proceedings (including, causes of action, litigation and defenses), settlement proceeds, fines, penalties, assessments, citations, directives, judgments, fees, costs, disbursements or other expenses of any kind or of any nature whatsoever (including, reasonable attorneys', consultants', and experts' fees and disbursements actually incurred in investigating, defending, settling or prosecuting any demand, claim, obligation, suit or other similar proceeding (collectively, "*Indemnified Liabilities*") (except to the extent caused solely by the gross negligence or willful misconduct of the Mortgagee) which may be imposed on, incurred by or asserted or awarded against the Mortgagee because of (i) ownership of the Operative Agreements, the Mortgaged Property or receipt of any Rents; (ii) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Mortgaged Property or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) any use, non-use or condition in, on or about the Mortgaged Property or on adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iv) any failure on the Company's part to perform or comply with any of the terms of the Operative Agreements; (v) the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property; (vi) to the extent not covered by insurance, any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials or asbestos; (vii) the Mortgaged Property's failure to comply with any legal requirements; (viii) the occupation, condition, operation, service, design, maintenance or management of the Mortgaged Property; and (ix) any tax, duty, assessment or other charge imposed by any governmental authority on the making and recording of this Mortgage. Any Indemnified Liabilities payable to the Mortgagee because of the application of this Section 2.6 will be secured by this Mortgage and will become immediately due and payable on the date that the Company obtains actual knowledge of such Indemnified Liability and will bear interest at the Default Rate from the date that the Company obtains such actual knowledge until paid. The Company's obligations and liabilities under this Section 2.6 will survive any termination, satisfaction or assignment of the Operative Agreements and the exercise by the Mortgagee of any of its rights or remedies under the Operative Agreements including, the acquisition of the Mortgaged Property by foreclosure or a conveyance in lieu of foreclosure as to events occurring prior thereto. If any action shall be brought against the Mortgagee based upon any of the Indemnified Liabilities, the Mortgagee shall promptly notify the Company in writing thereof and the Company shall promptly assume the defense thereof, including, without limitation, the employment of counsel by the Company which is reasonably acceptable to the Mortgagee and the negotiation of any settlement; provided, however, that any failure of the Mortgagee to notify the Company promptly of such matter or any delay in providing such notice shall not impair or reduce the obligations of the Company hereunder, except to the extent that such failure or such delay prejudices or increases the cost of the defense or settlement of such action in any material respect.

The Mortgagee shall have the right, at the Mortgagee's expense, to employ separate counsel in any such action and to participate in the defense thereof. In the event the Company shall fail to discharge or undertake to defend the Mortgagee against any claim, loss or liability for which the Mortgagee is indemnified hereunder, the Mortgagee may, at its sole option and election, defend or settle such claim, loss or liability, at the Company's expense. The liability of

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the Company to the Mortgagee for any Indemnified Liabilities hereunder shall be conclusively established by such settlement, provided such settlement is made in good faith, the amount of such liability to include both the settlement consideration and the out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by the Mortgagee in effecting such settlement. In such event, such settlement consideration, costs and expenses shall be included in such Indemnified Liabilities and the Company shall pay the same as hereinafter provided. The Mortgagee's good faith in any such settlement shall be conclusively established if the settlement is made on the advice of independent legal counsel for the Mortgagee.

The Company shall not, without the prior written consent of the Mortgagee: (i) settle or compromise any action, suit, proceeding or claim or consent to the entry of any judgment that does not include as an unconditional term thereof the delivery by the claimant or plaintiff to the Mortgagee of a full, complete and unconditional written release of the Mortgagee (in form satisfactory to the Mortgagee in its sole discretion) from all liability in respect of such action, suit, proceeding or claim and a dismissal with prejudice of such action, suit, proceeding or claim; or (ii) settle or compromise any action, suit, proceeding or claim in any manner that is reasonably likely to adversely affect the Mortgagee or obligate the Mortgagee to pay any sum or perform any obligation.

SECTION 3. POSSESSION, USE AND RELEASE OF PROPERTY.

Section 3.1. The Company's Right of Possession. Provided no Default or Event of Default has occurred and is continuing, the Company shall be permitted to remain in full possession, enjoyment and control of the Mortgaged Property subject always to the observance and performance of the terms of this Mortgage and the other Operative Agreements. It is expressly understood that the use and possession of the Mortgaged Property by the Tenant or any of their permitted subtenants under and subject to the Ground Lease shall not constitute a violation of this Section 3.1.

Section 3.2. Release of Mortgaged Property - Event of Loss and Prepayment of Note. Upon the occurrence of any Event of Loss in respect of the Mortgaged Property, the Company shall give the Mortgagee, within sixty (60) days after the Company obtains actual knowledge of the occurrence thereof, written notice of such Event of Loss, which notice shall specify (a) in the case of a casualty, whether (i) the Tenant or the Company, as the case may be, is obligated to repair or rebuild the Mortgaged Property as provided in the Ground Lease, or (ii) the Tenant will terminate the Ground Lease (but only if permitted in accordance with the express terms of the Ground Lease) and in consequence of which the Company will prepay the Note in accordance with the provisions of Section 5.12 of the Note Purchase Agreement, or (b) in the case of a condemnation, whether (i) the Company shall, or shall cause the Tenant to restore the Mortgaged Property as provided in the Ground Lease or (ii) the Tenant will terminate the Ground Lease (but only if permitted in accordance with the express terms of the Ground Lease) as provided therein in consequence of which the Company will prepay the Note in accordance with the provisions of Section 5.12 of the Note Purchase Agreement. In the event such notice specifies that the Company will make such prepayment, then the Mortgagee shall execute a release in respect of the Mortgaged Property upon receipt of such prepayment in full and all other Indebtedness Hereby Secured.

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Section 3.3. Eminent Domain. The Company, immediately upon obtaining actual knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property or any portion thereof, shall notify the Mortgagee and the Special Risk Insurer of the pendency of such proceedings. To the extent permitted by the Ground Lease, the Mortgagee and the Special Risk Insurer may participate in any such proceedings, and the Company from time to time will deliver or cause to be delivered to the Mortgagee all instruments in the Company's possession or reasonable control requested by it to permit such participation. In the event of such condemnation proceedings, the award or compensation payable to the Company shall be paid to the Mortgagee, and such award or compensation shall be retained by the Mortgagee as part of the Mortgaged Property and applied in accordance with Section 6.1(a)(i) or (ii) of the Note Purchase Agreement; *provided that*, if such application results in only a partial prepayment of the Note and the Ground Lease remains in effect, the amortization schedule on the Note will be adjusted to take into account any reduction in rent under the Ground Lease. The Mortgagee shall be under no obligation to question the amount of the award or compensation and the Mortgagee may accept any such award or compensation. In any such condemnation proceedings the Mortgagee may be represented by counsel, whose reasonable out-of-pocket costs and disbursements shall be paid by the Company.

SECTION 4. DEFAULTS AND REMEDIES THEREFOR.

Section 4.1. Events of Default. The occurrence of an Event of Default under the Note Purchase Agreement or a default hereunder or under any other Operative Agreement (as defined in the Note Purchase Agreement that shall not have been cured within the applicable notice and/or grace period provided therefor (if any) shall be deemed an event of default ("*Event of Default*") under this Mortgage.

Section 4.2. Remedies. When any Event of Default described in subparagraph (j) of Section 7.1 of the Note Purchase Agreement has occurred, then the Note shall immediately become due and payable without presentment, demand or notice of any kind and when any Event of Default has occurred and is continuing, the Mortgagee may exercise any one or more or all, and in any order, of the remedies hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies; but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

(a) The Mortgagee may, by notice in writing to the Company declare the entire unpaid balance of the Note to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued interest thereon and premium, if any, shall be and become immediately due and payable without any presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived. Upon the Note becoming due and payable as a result of any Event of Default as aforesaid, the Company will forthwith pay to the Mortgagee the entire principal and interest accrued on the Note and, to the extent permitted by law and as liquidated damages and not as a penalty, an additional amount equal to the then applicable Make-Whole Amount determined as of the date on which the Note shall so become due and payable. No course of dealing on the part of the Mortgagee nor any delay or failure on the part of the Mortgagee to exercise any right shall operate as a waiver of such right or otherwise prejudice the Mortgagee's

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rights, powers and remedies. The Company further agrees, to the extent permitted by law, to pay to the Mortgagee all out-of-pocket costs and expenses incurred by it in the collection of the Note upon any default hereunder or thereon, including the reasonable compensation to the Mortgagee's attorneys for all services rendered in connection therewith.

(b) Subject always to the then existing rights, if any, of the Tenant or any permitted subtenant or assignee under the Ground Lease, the Mortgagee personally or by agents or attorneys may, to the extent permitted by law (i) enter into and take possession of all or any part of the Mortgaged Property, and may forthwith use, operate, manage, insure, repair and improve the Mortgaged Property and take any other action which, in the Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Property, (ii) collect and receive all earnings, revenues, rents, issues, profits and income from the Mortgaged Property or any part thereof (and for such purpose the Company does hereby irrevocably constitute and appoint the 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, the Company irrevocably acknowledging that any payment made to the Mortgagee hereunder shall be a good receipt and acquittance against the Company to the extent so made), (iii) pay all principal charges including taxes and assessments levied thereon and operating and maintenance expenses and all disbursements and liabilities of the Company hereunder and (iv) apply the net proceeds arising from any such operation of the Mortgaged Property as provided in Section 4.3 hereof in respect of the proceeds of a sale of the Mortgaged Property. The right to enter and take possession of the Mortgaged Property 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 the Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The out-of-pocket expenses (including any reasonable receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby which the Company promises to pay upon demand together with interest at the Default Rate. The Mortgagee shall not be liable to account to the Company for any action taken pursuant hereto other than to account for any rents actually received by the Mortgagee. Without taking possession of the Mortgaged Property, the Mortgagee may, in the event the Mortgaged Property becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Property (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 at the Default Rate.

(c) The Mortgagee may, if at the time such action may be lawful and always subject to compliance with any mandatory legal requirements, either with or without taking possession and either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such sale to the Company at least thirty (30) days prior to the date of such sale and having given any other notice which may be required by law, sell and dispose of said Mortgaged Property or any part thereof at public auction or private sale to the highest bidder, which may be the Company in one lot as an entirety or in separate lots (the Company for itself and for all who may

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claim by, through or under it hereby expressly waiving and releasing all rights to have the Mortgaged Property marshaled to the extent permitted by law), and either for cash or on credit and on such terms as the Mortgagee may reasonably determine and at any place (whether or not it be the locations of the Mortgaged Property or any part thereof) designated in the notice above referred to. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales or for any such adjourned sale or sales, without further published notice.

(d) The Mortgagee may proceed to protect and enforce its rights by a suit or suits in equity or at law, or for the specific performance of any covenant or agreement contained herein or in the Note, or in aid of the execution of any power herein or therein granted, or for the foreclosure of this Mortgage, or for the enforcement of any other appropriate legal or equitable remedy. Upon the bringing of any suit to foreclose this Mortgage or to enforce any other remedy available hereunder, the plaintiff shall be entitled as a matter of right, without notice and without giving bond to the Company or anyone claiming under, by or through it, and without regard to the solvency or insolvency of the Company or the then value of the Mortgaged Property, to apply to an appropriate court to have a receiver appointed of all the Mortgaged Property and of the earnings, income, rents, issues, profits and proceeds thereof, with such power as the court making such appointment shall confer and the Company does hereby irrevocably consent to such appointment.

(e) In case of any sale of the Mortgaged Property, or of any part thereof, pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Mortgage, the Mortgagee may bid and become the purchaser, and the purchaser or purchasers, for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Note and any claims for interest and premium matured and unpaid hereon, in order that there may be credited as paid on the purchase price the sum apportionable and applicable to the Note, including principal and interest and premium thereof, out of the net proceeds of such sale after allowing for the proportion of the total purchase price required to be paid in actual cash. If at any foreclosure proceeding the Mortgaged Property shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the Mortgagee shall be entitled to the entry of a deficiency decree against the Company and against the property of the Company for the amount of such deficiency.

(f) The Mortgagee shall have any and all rights and remedies (including, without limitation, extra judicial power of sale) provided to a secured party by the Uniform Commercial Code with respect to any and all parts of the Mortgaged Property which are and which are deemed to be governed by the Uniform Commercial Code. Without limiting the generality of the foregoing, the Mortgagee shall, with respect to any part of the Mortgaged Property 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, including, without limitation, the right to the possession 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

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Commercial Code for reasonable notification shall be met by mailing written notice to the Company at its address set forth in Section 5.3 at least thirty (30) days prior to the sale or other event for which such notice is required.

(g) The provisions of this Section 4.2 are subject to the condition that if at any time after the Note has been declared due and payable by reason of the occurrence of any Event of Default described in Section 4.1, then in every such case the Mortgagee may at its option by notice in writing sent to the Company, rescind and annul any such declaration and its consequences with respect to the Note and in any such event the Company and the Mortgagee shall be restored to their former positions and rights hereunder, respectively; *provided* that at the time such declaration is annulled and rescinded:

(i) no judgment or decree has been entered for the payment of any monies due pursuant to the Note or this Mortgage;

(ii) all arrears of interest upon the Note and all other sums payable under the Note and under this Mortgage (except any principal, interest or premium on the Note which has become due and payable solely by reason of such declaration under Section 4.2) shall have been duly paid; and

(iii) each and every other Default and Event of Default shall have been made good, cured or waived pursuant to Section 4.1;

and *provided further*, that no such rescission and annulment shall extend to or affect any subsequent Default or Event of Default or impair any right consequent thereto.

Section 4.3. Application of Proceeds. The purchase money proceeds and/or avails of any sale of the Mortgaged Property, or any part thereof, and the proceeds and the avails of any remedy hereunder and/or amounts held pursuant to Section 4 hereof shall be paid to and applied as follows:

(a) first, to the payment of costs and expenses of foreclosure or suit, if any, and of such sale, and to the extent permitted by applicable law, the reasonable compensation of the Mortgagee, its agents, attorneys and counsel and of all proper expenses, liability and advances incurred or made hereunder by the Mortgagee, and of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior lien subject to which said sale may have been made;

(b) second, to the amount then owing or unpaid on the Note for principal, premium, if any, and interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon the Note, then to the Mortgagee, with application on the Note to be made, first, to unpaid interest, second, to the unpaid principal thereon, and third, to unpaid premium, if any, owed thereon;

(c) third, to the payment of any other Indebtedness Hereby Secured; and

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(d) fourth, to the payment of the surplus, if any, to the Company, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 4.4. Waiver of Extension, Appraisal and Stay Laws. The Company covenants that, upon the occurrence of an Event of Default and the acceleration of the Note pursuant to Section 4.2 and to the extent that such rights may then be lawfully waived, it will not at any time thereafter insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension or moratorium law now or at any time hereafter in force, or claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree, judgment or order of any court of competent jurisdiction or, after confirmation of any such sale or sales claim or exercise any right under any statute now or hereafter made or enacted by any state or otherwise to redeem the property so sold or any part thereof, and hereby expressly waives for itself and on behalf of each and every Person, all benefit and advantage of any such law or laws which would otherwise be available to any such Person in connection with the enforcement of any of the Mortgagee's remedies hereunder; and covenants that it will not in connection with any such enforcement proceedings invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to the Mortgagee but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted. The Company hereby waives any and all rights of redemption from sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of the Company, and each and every Person acquiring any interest in, or title to the Mortgaged Property described herein subsequent to the date of this Mortgage, and on behalf of all other Persons to the extent permitted by applicable law.

Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company in and to the property sold and shall be a perpetual bar, both at law and in equity, against the Company, its successors and assigns, and against any and all persons claiming the property sold or any part thereof under, by or through the Company, its successors or assigns.

Section 4.5. Costs and Expenses of Foreclosure and/or Exercise of Remedies. In any suit to foreclose the lien hereon and/or in connection with the exercise by the Mortgagee of any remedial rights under this Mortgage, any of the other Operative Agreements or any other document entered into in connection with the Operative Agreements, there shall be allowed and included as additional Indebtedness Hereby Secured in the decree for sale all reasonable out-of-pocket expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be reasonably 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 the Mortgagee may deem to be reasonably necessary either to prosecute any foreclosure action or the exercise of such remedial rights or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Property, all of which expenditures shall become so much additional Indebtedness Hereby Secured which the Company

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agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the Default Rate.

Section 4.6. Delay or Omission Not a Waiver. No delay, failure or omission of the Mortgagee to exercise any right, power or remedy arising from any default on the part of the Company shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Mortgagee of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom, except as may be otherwise provided herein. No right, power or remedy hereunder is intended to be exclusive of any other right, power or remedy but each and every right, power and remedy shall be cumulative and in addition to any and every other right, power and remedy given hereunder or otherwise existing. Nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the Indebtedness Hereby Secured operate to prejudice, waive or affect the security of this Mortgage or any rights, powers or remedies hereunder; nor shall the Mortgagee be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

Section 4.7. Restoration of Positions. If the Mortgagee has instituted any proceeding to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise and such proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Mortgagee, then and in every such case the Company and the Mortgagee shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the Mortgagee shall continue as though no such proceedings had been instituted.

Section 4.8. Note to Become Due upon Sale. Upon any sale under or by virtue of this Mortgage, except as permitted under Section 5.3(g) or (h) of the Note Purchase Agreement, whether pursuant to foreclosure, power of sale or otherwise, the entire unpaid principal amount of the Note shall, if not previously declared due and payable, immediately become due and payable, together with interest accrued thereon and premium, if any, and all other Indebtedness Hereby Secured, anything contrary in this Mortgage, the Note or any other instrument serving the Note notwithstanding.

SECTION 5. MISCELLANEOUS.

Section 5.1. 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, premises and agreements in this Mortgage contained by or on behalf of the Company, or by or on behalf of the Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

Section 5.2. Severability. The unenforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision or provisions herein contained unenforceable or invalid.

Section 5.3. Addresses for Notices and Demands. All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by

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the specific provisions hereof in respect of any matter) when received (or refused) delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, or by prepaid overnight air courier, addressed as follows:

If to the Company:

Terra Funding - TP LLC
841 Bishop Street, Suite 1700
Honolulu, Hawaii 96813
Attention: Kimberly Aquino

with a copy to:

Barack Ferrazzano
Kirschbaum & Nagelberg LLP
200 West Madison Street, Suite 3900
Chicago, Illinois 60606
Attention: Suzanne Bessette-Smith

If to the Mortgagee:

Wells Fargo Trust Company, National
Association, as Trustee
of the Ground Lease Trust – 2018E
299 S. Main Street, 5th Floor
MAC: U1228-051
Salt Lake City, Utah 84111
Attention: Corporate Trust Lease Group
Ground Lease Trust – 2018E

With a copy to:

Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606
Attention: Daniel Favero

or as to either party at such other address as such party may designate by notice duly given in accordance with this Section to the other party.

Section 5.4. Headings and Table of Contents. The headings of the sections of this Mortgage and the table of contents are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.

Section 5.5. Release of Mortgage. The Mortgagee shall release this Mortgage and the lien hereof by proper instrument or instruments upon payment in full of all Indebtedness Hereby Secured.

Section 5.6. Counterparts. This Mortgage may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Mortgage.

Section 5.7. [Intentionally Omitted].

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Section 5.8. Governing Law. This Mortgage shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

Section 5.9. Time. Time shall be of the essence for this Mortgage.

Section 5.10. Limitations of Liability. Notwithstanding anything to the contrary contained in the Operative Agreements, except as set forth in the Indemnity and Guaranty Agreement and the Hazardous Material Indemnity Agreement, no Person who directly or indirectly owns any membership or other equity interest in the Company (each, a "Non-Recourse Person") shall have any personal liability for (i) the payment of any sum of money which is or may be payable under the Note or any other Operative Agreement, including, but not limited to, the repayment of the Note or (ii) the performance or discharge of any covenants, obligation or undertakings of the Company under any Operative Agreement, and no monetary or deficiency judgment shall be sought or enforced against any Non-Recourse Person with respect thereto. Nothing in this Section 5.10 is intended to or shall in any way affect or invalidate any lien or security interest created by this Mortgage. This Section 5.10 shall not be construed to prohibit the joining of the Company in any foreclosure procedure involving any or all Mortgaged Property. This Section 5.10 shall not in any way affect the obligations of Tenant under the Ground Lease, any other tenant under the Other Leases or any Lease Guarantor under any Lease Guaranty.

Section 5.11. No Merger of Estates. There shall be no merger of the Ground Lease or the leasehold estates created thereby with the fee estates in the Mortgaged Property or any part thereof by reason of the same person or entity acquiring or holding, directly or indirectly, any interest in the Ground Lease or the leasehold estate created thereby as well as the fee estates in the Mortgaged Property. Nothing contained in this Section shall be deemed to prohibit Tenant under the Ground Lease from acquiring the fee interest in the Mortgaged Property, subject, however, to the terms of the preceding sentence and Section 5.3(g) of the Note Purchase Agreement.

Section 5.12. Commitment. The terms and conditions of any commitment and/or loan application executed and delivered by or on behalf of the Company and the Mortgagee with respect to the transactions contemplated by the Operative Agreements are hereby incorporated herein by this reference and the Indebtedness Hereby Secured is hereby made expressly subject thereto. In the event of a conflict between the terms and conditions contained in such commitment and/or loan application on the one hand and the terms and conditions contained herein and in the other Operative Agreements on the other hand, the terms and conditions contained herein and in the other Operative Agreements shall control.

Section 5.13. Incorporation. All terms of the Indebtedness Hereby Secured and all covenants, conditions and agreements contained in (a) the Note, (b) the Note Purchase Agreement, and (c) all and any of the Operative Agreements evidencing the Indebtedness Hereby Secured are incorporated herein by reference to the same extent and with the same force as if fully set forth herein.

Section 5.14. [Intentionally deleted].

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Section 5.15. Waiver of Jury Trial. EACH PARTY HERETO, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS MORTGAGE OR ANY CONDUCT, ACT OR OMISSION OF THE PARTIES HERETO, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH THE PARTIES HERETO, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

Section 5.16. Concerning the Trustee of the Ground Lease Trust – 2018E. The Trustee of the Ground Lease Trust – 2018E shall be entitled to the rights, protections, indemnities and limitations from liability provided to the Trustee under the Trust Agreement.

SECTION 6. [INTENTIONALLY OMITTED].

SECTION 7. LIABILITY TO MORTGAGEE.

It is expressly understood and agreed by the parties hereto and the holders of the Trust Certificates that, (a) this Mortgage is made in favor of the Mortgagee not in its individual or personal capacity but solely in its capacity as Trustee (as defined in the Trust Agreement) under the Trust Agreement on behalf of the Trust (as defined in the Trust Agreement), in the exercise of the powers and authority conferred and vested in it as Trustee under the Trust Agreement, subject to the protections, indemnities and limitations from liability afforded to the Trustee thereunder; (b) in no event shall Wells Fargo Trust Company, National Association, in its individual capacity have any liability for the representations, warranties, covenants, agreements or other obligations of the Trust (or on behalf of the Trust) hereunder, as to all of which recourse shall be had solely to the Trust Property of the Trust; (c) nothing contained herein shall be construed as creating any liability on Wells Fargo Trust Company, National Association, individually or personally, to perform any expressed or implied covenant, duty or obligation of any kind whatsoever contained herein; and (d) under no circumstances shall Wells Fargo Trust Company, National Association, be personally liable for the payment of any fees, costs, indebtedness or expenses of any kind whatsoever or, except as set forth in Section 6.01(c) of the Trust Agreement, be personally liable for the breach or failure of any obligation, representation, agreement, warranty or covenant whatsoever made or undertaken by the Trustee of the Trust hereunder.

Notwithstanding anything contained herein, it is expressly understood that the Mortgagee is acting as a trustee, and whenever any consent, approval, determination of acceptability, or other action of the Mortgagee is contemplated hereby, the Mortgagee may act in accordance with the instructions of the appropriate percentage of certificate holders (pursuant to the Trust Agreement), or otherwise in accordance with the terms and provisions of the documents creating and relative to the administration of the Trust, and not on its own discretion.

SECTION 8. [Intentionally Omitted]

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SECTION 9. STATE SPECIFIC PROVISIONS

Section 9.1. Benefits of Act. If any provision of this Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, *et seq.* (the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but the Act shall not invalidate or render unenforceable any other provision of this Mortgage that can be fairly construed in a manner consistent with the Act. Without in any way limiting any of the Mortgagee's rights, remedies, powers and authorities provided in this Mortgage or otherwise, and in addition to all of such rights, remedies, powers and authorities, the Mortgagee shall also have all rights, remedies, powers and authorities permitted to the holder of a mortgage under the Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to the Mortgagee any rights, remedies, powers or authorities upon default of the Company which are more limited than what would be vested in the Mortgagee under the Act in the absence of said provision, the Mortgagee shall have such rights, remedies, powers and authorities that would be otherwise vested in it under the Act. Without limitation, all expenses (including reasonable attorneys' fees and costs) incurred by the Mortgagee to the extent reimbursable under 735 ILCS 5/15-1510, 5/15-1512, or any other provision of the Act, whether incurred before or after any judgment of foreclosure, shall be added to the indebtedness secured by this Mortgage and included in the judgment of foreclosure.

Section 9.2. Insurance. Wherever provision is made in this Mortgage for insurance policies to bear mortgagee clauses or other loss payable clauses or endorsements in favor of the Mortgagee, or to confer authority upon the Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of the Mortgagee shall continue in the Mortgagee as judgment creditor or mortgagee until confirmation of sale.

Section 9.3. Protective Advances.

(a) All advances, disbursements and expenditures made or incurred 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 or by the Act (collectively, the "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 Mortgage to: (1) preserve, maintain, repair, restore or rebuild the Improvements upon the Mortgaged Property; (2) preserve the lien of this Mortgage or the priority thereof; or (3) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the Act;

(ii) payments by the Mortgagee of: (1) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (2) real estate taxes and assessments, general and special

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and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof; (3) other obligations authorized by this Mortgage; or (4) 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 15-1505 of the Act;

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

(iv) reasonable attorneys' fees and other costs incurred: (1) in connection with the foreclosure of this Mortgage as referred to in Sections 15-504(d)(2) and 15-1510 of the Act; (2) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of this Mortgage or arising from the interest of the Mortgagee hereunder; or (3) in connection with the commencement, prosecution or defense of any other action related to this Mortgage or the Mortgaged Property;

(v) the Mortgagee's reasonable out-of-pocket 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 15-1508 of the Act;

(vi) reasonable out-of-pocket expenses deductible from proceeds of sale as referred to in subsections (a) and (b) of Section 15-1512 of the Act;

(vii) reasonable out-of-pocket expenses incurred and expenditures made by the Mortgagee for any one or more of the following: (1) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof deemed by the Mortgagee to be required to be paid; (2) if the Company's interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (3) 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 Property imposed by Subsection (c)(1) of Section 15-1704 of the Act; (4) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (5) payments deemed by the Mortgagee to be required for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (6) shares or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the

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Mortgaged Property; (7) if the loan secured hereby is a construction loan, costs incurred by the Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (8) payments reasonably deemed by this Mortgage to be required pursuant to any lease or other agreement for occupancy of the Mortgaged Property to which the Company is a party; and (9) if this Mortgage is insured, payments of FHA or private mortgage insurance required to keep such insurance in force.

(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 Applicable Interest Rate provided for in the Note.

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

(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) determination of the amount of indebtedness secured by this Mortgage 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 or judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purposes;

(iii) if right of redemption has not been waived by this Mortgage, computation of amount required to redeem, pursuant to Subsections (d) of Sections 15-1603 of the Act;

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

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

(vi) computation of any deficiency judgment pursuant to Subsections (b)(2) and (3) of Sections 15-1508 and Section 15-1511 of the Act.

Section 9.4. The Mortgagee in Possession. In addition to any provision of this Mortgage authorizing the Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, the Mortgagee shall have the right, in accordance

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with Sections 15-1701 and 15-1702 of the Act, to be placed in possession of the Mortgaged Property or at its request to have a receiver appointed, and such receiver, or the Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties as provided for in Sections 15-1702 and 15-1703 of the Act.

Section 9.4. Waiver of Redemption. The Company acknowledges and represents and warrants that the Mortgaged Property does not include “agricultural real estate” or “residential real estate” as those terms are defined in 735 ILCS 5/15-1201 and 5/15-1219. Pursuant to 735 ILCS 5/15-1601(b), the Company waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage, or other rights of redemption which may run to the Company or any other Owner of Redemption, as that term is defined in 735 ILCS 5/15-1212. The Company waives all rights of reinstatement under 735 ILCS 5/15-1602 to the fullest extent permitted by law.

Section 9.6. Limitation on indebtedness. Notwithstanding any provisions of the Mortgage, the Note or any other Operative Agreement which permits additional sums to be advanced on or after the date of this Mortgage, whether as additional loans or for any payments authorized by this Mortgage or any other Operative Agreement, the total amount of the principal component of the Indebtedness Hereby Secured shall not at any time exceed three hundred percent (300%) of the original principal amount of the Note as set forth in this Mortgage.

Section 9.7. Future Advances. This Mortgage is granted to secure future advances made by the Mortgagee to the Company. The parties acknowledge and agree that all future advances shall be a lien from the time that this Mortgage is recorded as provided in 735 ILCS 5/15-1302(b)(1).


[SIGNATURE ON NEXT PAGE]

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IN WITNESS WHEREOF, the Company has caused this Mortgage to be executed, all as of the day and year first above written.

TERRA FUNDING - TP LLC,
a Delaware limited liability company

By: Terra Funding – TP Holdings LLC,
a Delaware limited liability company,
its sole member

By: 
Name: Kimberly F. Aquino
Title: Vice President and Secretary

Property of Cook County Clerk's Office

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STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

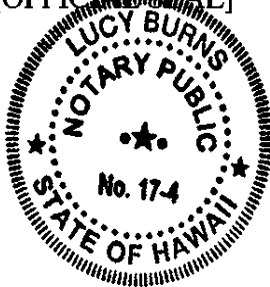
3 ss.

I, Lucy Burns, a Notary Public of the City and County of Honolulu, State of Hawaii, do hereby certify that Kimberly F. Aquino, (known to me (or satisfactorily proven) to be the person described in the foregoing instrument, acknowledged herself to be the Vice President and Secretary of Terra Funding – TP Holdings LLC, a Delaware limited liability company, the sole member of Terra Funding - TP LLC, a Delaware limited liability company, personally appeared before me this day, and by authority duly given, acknowledged her due execution of the foregoing instrument in such capacity for the purposes therein contained.

The foregoing instrument is undated/dated UNDATED, and contained 39 pages at the time of this acknowledgment/certification.

Witness my hand and official seal this 21st day of November, 2018.

[OFFICIAL SEAL]



Notary Public

Print Name: Lucy Burns

Notary Public, State of Hawaii

My Commission Expires: 1/22/21

(SEAL)

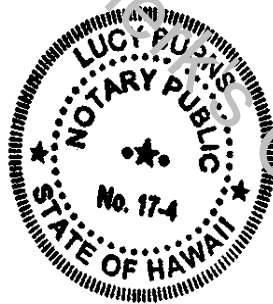
NOTARY PUBLIC CERTIFICATION

Lucy Burns First Judicial Circuit

Doc. Description: MORTGAGE SECURITY AGREEMENT, ASSIGNMENT OF LEASES & RENTS & FUTURE FILING STATEMENT

No. of Pages: 19 Date of Doc. UPDATED

[Signature]
Notary Signature Date 11/21/18



UNOFFICIAL COPY

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

ALL THOSE CERTAIN PLOTS, PIECES OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

THE SOUTH 30 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THE EAST 663.0 FEET AS MEASURED PERPENDICULAR TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2; ALSO EXCEPT THE SOUTH 50 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2 AND EXCEPT ALL THOSE PORTIONS OF SAID SOUTH 30 ACRES LYING NORTHERLY AND WESTERLY OF THE SOUTHERLY AND EASTERLY LINES OF THE PROPERTY AS DEEDED TO THE COUNTY OF COOK FOR HIGHWAY PURPOSES BY DEEDS RECORDED AS DOCUMENT NOS. 17222711, 17222712, 17222714, 17237847, 17241632 AND BY CONDEMNATION CASE 58S3896, PARCEL NT-45), IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST 65 FEET OF THAT PART OF THE SOUTH 30 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A LINE DRAWN FROM A POINT IN A LINE 170.10 FEET EAST AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 67.82 FEET NORTH OF THE SOUTH LINE OF THE NORTH 5 ACRES OF SAID SOUTH 30 ACRES AND EXTENDING SOUTHERLY TO A POINT IN A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 180 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST 1/4, IN COOK COUNTY, ILLINOIS, AS SET FORTH IN QUIT CLAIM DEED RECORDED DECEMBER 1, 1999 AS DOCUMENT 09123089 FROM THE COUNTY OF COOK TO TRIANGLE PLAZA VENTURE, LLC, AS REAL ESTATE NO LONGER NEEDED FOR HIGHWAY PURPOSES.

ALSO

THAT PART OF THE NORTH 175 FEET OF THE SOUTH 334.90 FEET OF THE WEST 133 FEET OF THE SOUTH 30 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF A LINE DRAWN FROM A POINT IN A LINE 170.10 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 67.82 FEET NORTH OF THE SOUTH LINE OF THE NORTH 5 ACRES OF SAID SOUTH 30 ACRES AND EXTENDING SOUTHERLY TO A POINT IN A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 180 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST 1/4, IN COOK COUNTY, ILLINOIS, AS SET FORTH IN QUIT CLAIM DEED RECORDED DECEMBER 1, 1999 AS DOCUMENT 09123089 FROM THE COUNTY OF COOK TO TRIANGLE PLAZA VENTURE, LLC, AS REAL ESTATE NO LONGER NEEDED FOR HIGHWAY PURPOSES.

EXCEPTING THEREFROM:

ALL THOSE CERTAIN BUILDINGS KNOWN AS TRIANGLE PLAZA AND ALL OTHER IMPROVEMENTS CONSTITUTING REAL PROPERTY AS DEFINED IN THE AMENDED AND RESTATED GROUND LEASE

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EXECUTED BY TERRA FUNDING - TP LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSOR, AND TP CHICAGO LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, DATED SEPTEMBER 7, 2018.

REMAINDER ("REVERSIONARY INTEREST"):

TOGETHER WITH ALL RIGHTS, TITLE AND INTERESTS TO THE REVERSIONARY INTEREST TO THE IMPROVEMENTS PURSUANT TO THAT AMENDED AND RESTATED GROUND LEASE BY AND BETWEEN TERRA FUNDING - TP LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND TP CHICAGO LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED SEPTEMBER 7, 2018, FOR A TERM OF 99 YEARS, AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF GROUND LEASE DATED SEPTEMBER 19, 2018 AND RECORDED SEPTEMBER 19, 2018 AS DOCUMENT NO. 1826218051.

Commonly known as: 8750 & 8770 Bryn Mawr Avenue, Chicago, Illinois.

Tax ID Numbers: 12-02-302-021-0000, 12-02-302-022-0000 and 12-02-302-023-0000.