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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



2033206042

Doc# 2033206042 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/27/2020 02:56 PM PG: 1 OF 25

The property identified as: **PIN:** 07-13-200-005-0000

Address:

Street: 1 WOODFIELD MALL

Street line 2:

City: SCHAUMBURG

State: IL

ZIP Code: 60173

Lender: U.S. BANK NATIONAL ASSOCIATION, in its capacity as Collateral Trustee

Borrower: MACY'S MALL REAL ESTATE, LLC

Loan / Mortgage Amount: \$360,426.00

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: F4D75EFF-8E2F-4B87-9ADF-9CBCFEE82266

Execution date: 10/30/2020

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**SECOND PRIORITY MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT
OF RENTS AND LEASES AND FIXTURE FILING
(WOODFIELD MALL, IL)**

by and from

MACY'S MALL REAL ESTATE, LLC, "Mortgagor"

to

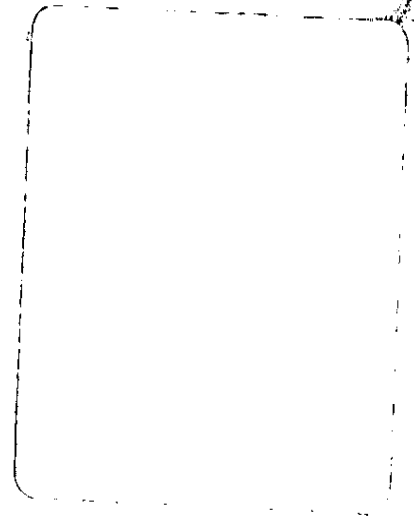
**U.S. BANK NATIONAL ASSOCIATION, in its capacity as Collateral Trustee,
"Mortgagee"**

Dated as of October 30, 2020

Location: Woodfield Mall
Municipality: Schaumburg
County: Cook
State: Illinois
Permanent Tax I.D. No.: 07-13-200-005-0000

**PREPARED BY, RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**

U.S. Bank National Association
Global Corporate Trust
1 Federal St, Boston, MA 02110
Attn: Lena D. Altomare
Telephone: (617) 603-6574
Facsimile: (617) 603-6667



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SECOND PRIORITY MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

(WOODFIELD, IL)

THIS SECOND PRIORITY MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (WOODFIELD, IL) (this “**Mortgage**”) is dated as of October 30, 2020 by and from Macy’s Mall Real Estate, LLC, an Ohio limited liability company (“**Mortgagor**”), whose address is c/o Macy’s, Inc., 7 West Seventh Street, Cincinnati, Ohio 45202, Attention: Chief Financial Officer and Attention: Secretary to U.S. Bank, National Association, as Collateral Trustee (in such capacity, “**Collateral Trustee**”) for the holders from time to time of the Secured Obligations (defined below), having an address at U.S. Bank National Association, Global Corporate Trust, 1 Federal St, Boston, MA 02110, Attn: Len D. Altomare, Facsimile: (617) 603-6667 (Collateral Trustee, together with its successors and assigns, “**Mortgagee**”). Mortgagor has provided this Mortgage to secure Mortgagor’s obligations under the Junior Secured Notes in the principal amount of Three Hundred Sixty Million Four Hundred Twenty-Six Thousand and No Dollars (\$360,426,000).

ARTICLE 1 DEFINITIONS

Section 1.01 Definitions. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in that certain Indenture dated as of July 28, 2020, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time (the “**Junior Secured Notes Indenture**”), among Macy’s Retail Holdings, LLC, an Ohio limited liability company (“**Issuer**”), the other guarantors party thereto and U.S. Bank, National Association, as Trustee (the “**Junior Indenture Trustee**”) and Collateral Trustee, pursuant to which the Issuer issued \$360,426,000 aggregate principal amount of 6.65% Senior Secured Debentures due 2024 (“**New 2024 Notes**”), 6.7% Senior Secured Debentures due 2028 (“**New 2028 Notes**”), 8.75% Senior Secured Debentures due 2029 (“**New 2029 Notes**”), 7.875% Senior Secured Debentures due 2030 (“**New 2030 Notes**”), 6.9% Senior Secured Debentures due 2032 (“**New 2032 Notes**”) and 6.7% Senior Secured Debentures due 2034 (“**New 2034 Notes**”) and, together with the New 2024 Notes, New 2028 Notes, New 2029 Notes, New 2030 Notes and New 2032 Notes, and any additional notes issued under the Indenture, the “**Junior Secured Notes**”). As used herein, the following additional terms shall have the following meanings:

(a) “**Additional Second Priority Lien Documents**”: with respect to any series of Additional Second Priority Lien Obligations, the notes, guarantees, indentures, security documents and other operative agreements evidencing or governing such Additional Second Priority Lien Obligations, including each agreement entered into for the purpose of securing any series of Additional Second Priority Lien Obligations.

(b) “**Additional Second Priority Lien Obligations**”: any additional Indebtedness and other Obligations that are secured by Liens on the Collateral having the same priority as the Liens securing the Junior Secured Notes, the Guarantee and any other guarantee of the Junior Secured Notes, including any Additional Notes, in each case to the extent permitted by this Indenture (provided that Additional Second Priority Lien

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Obligations shall exclude any such obligations the incurrence or issuance of which was not permitted under the First Lien Notes Indenture and this Indenture at the time of the issuance or incurrence thereof).

(c) **“Additional Second Priority Lien Secured Parties”**: at any time the holders of any Additional Second Priority Lien Obligations at such time, including each applicable Additional Authorized Representative.

(d) **“Foreclosure Event”**: (a) foreclosure under this Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under this Mortgage or under applicable law, including bankruptcy law) as Collateral Trustee for the Holders of the Junior Secured Notes and/or this Mortgage, as a result of which Successor Landlord becomes owner of the Premises; or (c) delivery by Mortgagor to Mortgagee (or its designee or nominee) of a deed or other conveyance of Mortgagor’s interest in the Premises in lieu of any of the foregoing.

(e) **“Indebtedness”**: All indebtedness evidenced by the Junior Secured Notes and all indebtedness issued or incurred pursuant to any Additional Second Priority Lien Documents, including, without limitation, the principal, interest, and other amounts owing thereunder or evidenced or secured thereby. The Indebtedness secured hereby includes, without limitation, all interest and expenses accruing after the commencement by or against Mortgagor or any of its affiliates of a proceeding under the Bankruptcy Code (defined below) or any similar law for the relief of debtors.

(f) **“Intercreditor Agreement”**: that certain Junior Lien Intercreditor Agreement, dated as of July 28, 2020 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time), by and between U.S. Bank National Association, as First Lien Collateral Trustee and First Lien Trustee for the First-Priority Secured Parties and as First Priority Collateral Agent, and U.S. Bank National Association, as Second Lien Collateral Trustee and Second Lien Trustee for the Second-Priority Secured Parties and as Second-Priority Collateral Agent.

(g) **“Junior Secured Note Documents”**: collectively, the Junior Secured Notes Indenture, the Junior Secured Notes, the Junior Secured Note Guarantees, the Security Documents and each of the other agreements, documents and instruments providing for or evidencing any Junior Secured Note Obligation, any other document or instrument executed or delivered at any time in connection with any Junior Secured Note Obligation, including pursuant to the Security Documents, and any intercreditor or joinder agreement among holders of Junior Secured Note Secured Obligations (or binding upon one or more of them through their representatives), to the extent such are effective at the relevant time, as each may be amended, supplemented, modified or Refinanced from time to time in accordance with the Junior Secured Notes Indenture.

(h) **“Junior Secured Note Guarantees”**: the guaranties made by the Grantors in favor of the Junior Secured Note Secured Parties.

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(i) **“Junior Secured Note Obligations”**: the obligations of Issuer and the Grantors (including Mortgagor) to pay and perform their respective obligations under the Junior Secured Note Documents and any Hedging Obligations (as defined in the Junior Secured Notes Indenture).

(j) **“Junior Secured Note Secured Parties”**: the holders from time to time of the Junior Secured Note Obligations, including the Junior Indenture Trustee.

(k) **“Mortgaged Property”**: The fee or leasehold interest of Mortgagor in the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Mortgagor (the **“Land”**), and all of Mortgagor’s right, title and interest now or hereafter acquired in and to (1) all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land (the **“Improvements”**), the Land and Improvements are collectively referred to as the **“Premises”**), (2) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter acquired by Mortgagor and now or hereafter installed in, attached to, or affixed to any of the Improvements or the Land or otherwise constituting **“fixtures”** as defined in the UCC (defined below), and water, gas, electrical, telephone, storm and sanity sewer facilities and all other utilities whether or not situated in easements (the **“Fixtures”**), (3) all right, title and interest of Mortgagor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, which are necessary to operate the Premises as real estate generally, including such items of personal property as defined in the UCC (defined below), now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the **“Personalty”**); (4) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person (other than Mortgagor) a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (other than any net cash proceeds from payments contemplated by the Master Lease) (the **“Leases”**), (5) all of the rents, revenues, royalties, income, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (other than any net cash proceeds from payments contemplated by the Master Lease) (the **“Rents”**), (6) all other agreements, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the **“Property Agreements”**), (7) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, (8) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the **“Insurance”**), and (9) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the

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Land, Improvements, Fixtures or Personalty (the “**Condemnation Awards**”). As used in this Mortgage, the term “**Mortgaged Property**” shall mean all or, where the context permits or requires, any portion of the above or any interest therein, and is not intended to include any personal property (including, but not limited to, equipment, goods, inventory, accounts and general intangibles) other than any portion of items (2) through (9) above. For the avoidance of doubt, the Mortgaged Property shall exclude (i) all right, title and interest now or hereafter acquired in and to any real or personal property of any tenant, subtenant or licensee of the Mortgaged Property and (ii) any net cash proceeds from payments contemplated by the Master Lease.

(l) “**Permitted Liens**”: Liens described in paragraphs 1 through 11, 14 through 17 and 25 through 27 of the defined term “**Permitted Lien**” of the Junior Secured Notes Indenture.

(m) “**Secured Debt Documents**” shall mean, collectively, the Junior Secured Note Documents and the Additional Second Priority Lien Documents.

(n) “**Secured Obligations**”: the Junior Secured Note Secured Obligations and the Additional Second Priority Lien Obligations (including, without limitation, the obligation to repay the Indebtedness).

(o) “**Secured Parties**”: collectively, the Junior Secured Note Secured Parties and any Additional Second Priority Lien Secured Parties.

(p) “**Senior Secured Notes Indenture**”: shall mean that certain Indenture dated as of June 8, 2020, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, among Macy’s, Inc., a Delaware corporation, as issuer, the other guarantors party thereto and U.S. Bank, National Association, as Trustee.

(q) “**Successor Landlord**”: any party that becomes owner of the Premises as the result of a Foreclosure Event.

(r)

(s) “**UCC**”: The Uniform Commercial Code of the State of Illinois or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than the State of Illinois, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

ARTICLE 2 GRANT

Section 2.01 Grant. To secure the full and timely payment of the Indebtedness and the full and timely performance of the other Secured Obligations, Mortgagor MORTGAGES, WARRANTS, GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Mortgagee the Mortgaged Property, subject, however, only to the matters that are set forth on Exhibit B attached hereto (the “**Permitted Encumbrances**”) and to Permitted Liens, TO HAVE

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AND TO HOLD the Mortgaged Property to Mortgagee, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee for so long as any of the Secured Obligations remain outstanding, upon the trust, terms and conditions contained herein.

ARTICLE 3 WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee as follows:

Section 3.01 Title to Mortgaged Property and Lien of this Instrument. Mortgagor has good and marketable title to, and/or a valid leasehold interest in, the Mortgaged Property, free and clear of any liens, claims or interests, except the Permitted Encumbrances and the Permitted Liens. This Mortgage creates valid, enforceable first priority liens and security interests against the Mortgaged Property, and such security interest will constitute, upon this Mortgage being recorded in the appropriate filing offices, first priority perfected liens and security interests against such Mortgaged Property subject to the Permitted Encumbrances and the Permitted Liens.

Section 3.02 Second Priority Lien Status. Mortgagor shall preserve and protect the second priority lien and security interest status of this Mortgage and the other Secured Debt Documents to the extent related to the Mortgaged Property. If any lien or security interest other than a Permitted Encumbrance or a Permitted Lien is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released.

Section 3.03 Payment and Performance. Mortgagor shall pay the Indebtedness when due under the Indenture and the other Secured Debt Documents and shall perform the Secured Obligations in full when they are required to be performed as required under the Junior Secured Notes Indenture and the other Secured Debt Documents.

Section 3.04 Other Covenants. All of the covenants in the Junior Secured Notes Indenture are incorporated herein by reference and, together with covenants in this Article 3, shall be covenants running with the Land.

Section 3.05 Insurance; Condemnation Awards and Insurance Proceeds

(a) **Insurance.** Mortgagor shall maintain or cause to be maintained insurance with respect to the Mortgaged Property as set forth in the Master Lease, the Intercreditor Agreement and the Junior Secured Notes Indenture.

(b) **Condemnation Awards.** Mortgagor assigns all Condemnation Awards to Mortgagee and authorizes Mortgagee to collect and receive such Condemnation Awards and to give proper receipts and acquittances therefor, subject to the terms of the Junior Secured Notes Indenture, the Intercreditor Agreement and the Master Lease.

(c) **Insurance Proceeds.** Mortgagor assigns to Mortgagee all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property, subject to

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the terms of the Junior Secured Notes Indenture and the Master Lease. Upon the occurrence and during the continuance of an Event of Default, Mortgagor authorizes Mortgagee to collect and receive such proceeds and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly, subject to the terms of the Junior Secured Notes Indenture, any other Second Priority Lien Documents, the Intercreditor Agreement and the Master Lease.

ARTICLE 4 DEFAULT AND FORECLOSURE

Section 4.01 Remedies. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Subject to any provisions of the Secured Debt Documents providing for the automatic acceleration of the Indebtedness upon the occurrence of certain Events of Default, declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Enter the Mortgaged Property and take exclusive possession thereof and of all records relating to the Mortgaged Property. If Mortgagor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(c) Operation of Mortgaged Property. Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 4.07.

(d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Mortgage by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels. With respect to any notices required or permitted under the UCC, Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee or

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any of the other Secured Parties may be a purchaser at such sale. If Mortgagee or such other Secured Party is the highest bidder, Mortgagee or such other Secured Party may credit the portion of the purchase price that would be distributed to Mortgagee or such other Secured Party against the Indebtedness in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisal of the Mortgaged Property is waived.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rent in accordance with the provisions of Section 4.07.

(f) Other. Exercise all other rights, remedies and recourses granted under the Secured Debt Documents or otherwise available at law or in equity.

Section 4.02 Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 4.03 Remedies Cumulative, Concurrent and Nonexclusive. Mortgagee and the other Secured Parties shall have all rights, remedies and recourses granted in the Secured Debt Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Secured Debt Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee or such other Secured Party, as the case may be, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee or any other Secured Party in the enforcement of any rights, remedies or recourses under the Secured Debt Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 4.04 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Secured Debt Documents or their status as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

Section 4.05 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, unless otherwise provided in this Mortgage, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the

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Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Mortgagee's election to exercise or the actual exercise of any right, remedy or recourse provided for under the Secured Debt Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation. Mortgagor waives the statutory right of redemption and equity of redemption.

Section 4.06 Discontinuance of Proceedings. If Mortgagee or any other Secured Party shall have proceeded to invoke any right, remedy or recourse permitted under the Secured Debt Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee or such other Secured Party, as the case may be, shall have the unqualified right to do so and, in such an event, Mortgagor, Mortgagee and the other Secured Parties shall be restored to their former positions with respect to the Indebtedness, the other Secured Obligations, the Secured Debt Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee and the other Secured Parties shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee or any other Secured Party thereafter to exercise any right, remedy or recourse under the Secured Debt Documents for such Event of Default.

Section 4.07 Application of Proceeds. The proceeds of any foreclosure sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property during the continuance of an Event of Default shall be applied by Mortgagee (or the receiver, if one is appointed) in accordance with the Secured Debt Documents and the Intercreditor Agreement.

Section 4.08 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with Section 4.01(d) will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law. The provisions of this Section 4.08 shall be subject to that certain Subordination, Nondisturbance and Attornment Agreement dated the date hereof and recorded after the recordation of this instrument with respect to the Master Lease (the "**Master Lease SNDA**") and any subordination, non-disturbance and attornment agreement executed by Mortgagee in favor of any tenant, subtenant or licensee in possession of the Mortgaged Property pursuant to the terms and provisions of a subordination, nondisturbance and attornment agreement in the form prescribed by the Master Lease (a "**Subtenant SNDA**").

Section 4.09 Additional Advances and Disbursements; Costs of Enforcement.

(a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee and each of the other Secured Parties shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee or any other Secured Party under this Section 4.09, or otherwise under this Mortgage or any of the other Secured Debt

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Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the highest rate at which interest is then computed on any portion of the Indebtedness, and all such sums, together with interest thereon, shall be secured by this Mortgage.

(b) Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage and the other Secured Debt Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Mortgage and the other Secured Debt Documents, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee or the Secured Parties in respect thereof, by litigation or otherwise.

Section 4.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5, the security interests under Article 6, nor any other remedies afforded to Mortgagee or the Secured Parties under the Secured Debt Documents, at law or in equity shall cause Mortgagee or any other Secured Party to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee or any other Secured Party to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise, except as otherwise set forth in the Master Lease SNDA or any Subtenant SNDA executed by Mortgagee in favor of any tenant, subtenant or licensee in possession of the Mortgaged Property pursuant to the terms and conditions of the Subtenant SNDA.

ARTICLE 5 ASSIGNMENT OF RENTS AND LEASES

Section 5.01 Assignment. In furtherance of and in addition to the assignment made by Mortgagor in Section 2.1 of this Mortgage, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Secured Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Secured Obligations or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice to Mortgagor by Mortgagee (any such notice being hereby expressly waived by Mortgagor to the extent permitted by applicable law). In the event the license granted herein is terminated upon the occurrence and during the continuance of an Event of Default, Mortgagee shall during the continuance of an Event of Default deliver written notice to the tenant or tenants of any such Leases that all Rent payments shall thereafter during the continuance of an Event of Default be paid directly to the Mortgagee at the address designated in such written notice, and following such notice during the continuance of an Event of Default, all

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Rents shall be paid directly to Mortgagee and not to Mortgagor or any other Person other than as directed by Mortgagee, it being understood that a demand by Mortgagee on any tenant under the Leases for the payment of Rent during the continuance of an Event of Default shall be sufficient to warrant payment by such tenant of Rent to Mortgagee without the necessity of further consent by Mortgagor. Mortgagor hereby irrevocably authorizes and directs tenants under the Leases during the continuance of an Event of Default to pay all Rents to Mortgagee instead of to Mortgagor, upon receipt of written notice from Mortgagee during the continuance of an Event of Default, without the necessity of any inquiry of Mortgagor and without the necessity of determining the existence or non-existence of any Event of Default.

Section 5.02 Perfection Upon Recordation. Mortgagor acknowledges that Mortgagee has taken all actions necessary to obtain, and that upon recordation of this Mortgage, Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases subject to the Permitted Liens. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "**Bankruptcy Code**"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 5.03 No Merger of Estates So long as part of the Indebtedness and the other Secured Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any tenant or any third party by purchase or otherwise.

Section 5.04 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents, and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

ARTICLE 6 SECURITY AGREEMENT

Section 6.01 Security Interest. This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Property Agreements, Insurance and Condemnation Awards. To this end, Mortgagor grants to Mortgagee a first and prior security interest in the Personalty, Fixtures, Leases, Rents, Property Agreements, Insurance and Condemnation Awards and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the other Secured Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale,

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disposition or other intended action by Mortgagee with respect to the Personalty, Fixtures, Leases, Rents, Property Agreements, Insurance and Condemnation Awards sent to Mortgagor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor.

Section 6.02 Fixture Filing. This Mortgage shall also constitute a “fixture filing” for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of debtor (Mortgagor) and Secured Party (Mortgagee) as set forth in the first paragraph of this Mortgage.

Section 6.03 Financing Statements. Mortgagor shall prepare and deliver to Mortgagee such financing statements, and shall execute and deliver to Mortgagee such documents, instruments and further assurances, in each case in form and substance satisfactory to Mortgagee, as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee’s security interest hereunder. Mortgagor hereby irrevocably authorizes Mortgagee to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor represents and warrants to Mortgagee that Mortgagor’s jurisdiction of organization is the State of Ohio. After the date of this Mortgage, Mortgagor shall not change its name, type of organization, organizational identification number (if any), jurisdiction of organization or location (within the meaning of the UCC) without giving at least 30 days’ prior written notice to Mortgagee.

ARTICLE 7 MISCELLANEOUS

Section 7.01 Notices. Any notice required or permitted to be given under this Mortgage shall be given in accordance with the Junior Secured Notes Indenture.

Section 7.02 Covenants Running with the Land. All Secured Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Land. As used herein, “Mortgagor” shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Junior Secured Notes Indenture and the other Secured Debt Documents; *provided, however*, that no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 7.03 Attorney-in-Fact. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Mortgagor and in the name of Mortgagor or otherwise (a) after the occurrence and during the continuance of any Event of Default, to execute or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee’s interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage

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or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Fixtures, Personalty, Property Agreements, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, which financing statements may describe the Collateral and/or the Mortgaged Property in the same manner as described in this Mortgage or may contain an indication or description of collateral that describes such property in any other manner as Mortgagee may determine, in its reasonable discretion, is necessary or prudent to ensure the perfection of the security interest in the Mortgaged Property granted to Mortgagee in connection herewith, including, without limitation, describing such property as "All assets of debtor whether now owned or hereafter acquired", "All personal property of debtor whether now owned or hereafter acquired" "All personal property of debtor, including, without limitation, all goods that are or are to become fixtures, whether now owned or hereafter acquired" or words of similar meaning and (d) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Mortgagor hereunder; *provided, however*, that (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be added to and included in the Indebtedness and shall bear interest at the highest rate at which interest is then computed on any portion of the Indebtedness; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 8.03.

Section 7.04 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Mortgagee, the other Secured Parties, and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder.

Section 7.05 No Waiver. Any failure by Mortgagee or the other Secured Parties to insist upon strict performance of any of the terms, provisions or conditions of the Secured Debt Documents shall not be deemed to be a waiver of same, and Mortgagee and the other Secured Parties shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions. No failure or delay on the part of Mortgagee or any Secured Party in the exercise of any power, right or privilege hereunder or under any other Secured Debt Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Mortgage and the other Secured Debt Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available.

Section 7.06 WAIVER OF JURY TRIAL. THE TERMS OF SECTION 13.9 OF THE JUNIOR SECURED NOTES INDENTURE ARE INCORPORATED HEREIN BY REFERENCE MUTATIS MUTANDIS AND THE PARTIES HERETO AGREE TO SUCH TIMES.

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Section 7.07 Junior Secured Notes Indenture; Intercreditor Agreement.

(a) Notwithstanding anything herein to the contrary, the lien and security interest granted to Mortgagee pursuant to this Mortgage and the exercise of any right or remedy by Mortgagee hereunder are subject to the provisions of the Junior Secured Notes Indenture. If any conflict exists between this Mortgage and the Junior Secured Notes Indenture, then the Junior Secured Notes Indenture shall control and govern to the extent of any such conflict or inconsistency.

(b) No amendment or waiver of any provision of this Mortgage shall be effective unless such amendment or waiver is made in compliance with the Junior Secured Notes Indenture, to the extent provided for therein.

(c) Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to Mortgagee, for the benefit of Secured Parties, pursuant to this Mortgage are expressly subject and subordinate to the liens and security interests granted to (a) U.S. Bank, as collateral trustee (and its permitted successors), pursuant to that certain Mortgage, Security Agreement and Assignment of Rents and Leases and Fixture Filing dated June 8, 2020 (as amended, restated, supplemented or otherwise modified from time to time), by the Mortgagor in favor of U.S. Bank, National Association, as collateral trustee or (b) any agent or trustee for any Other First Priority Secured Parties (as defined in the Intercreditor Agreement) and (ii) the exercise of any right or remedy by Mortgagee hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Common Collateral (as defined in the Intercreditor Agreement) is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Mortgage, the terms of the Intercreditor Agreement shall govern.

(d)

Section 7.08 Release or Reconveyance. Upon payment in full of the Indebtedness and performance in full of the other Secured Obligations or upon a sale or other disposition of all or a portion of the Mortgaged Property permitted by the Junior Secured Notes Indenture, Mortgagee, at Mortgagor's written request and expense, shall release the liens and security interests created by this Mortgage or reconvey the Mortgaged Property, or the portion of the Mortgaged Property sold or conveyed, to Mortgagor.

Section 7.09 Waiver of Stay, Moratorium and Similar Rights. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the Indebtedness or other Secured Obligations secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee or any other Secured Party.

Section 7.10 Applicable Law. The provisions of this Mortgage regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by

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and construed under the laws of the state in which the Mortgaged Property is located. All other provisions of this Mortgage shall be governed by the laws of the State of New York, without regard to the conflict of laws principles thereof that would result in the application of any law other than the law of the State of New York (other than Section 5-1401 of the New York General Obligations Law), and further, with respect to any personal property included in the Mortgaged Property, the creation of the security interest shall be governed by the Uniform Commercial Code as in effect from time to time in the State of New York (the "NY UCC") and the perfection, the effect of perfection or non-perfection and priority of the security interest will be governed in accordance with the mandatory choice of law rules set forth in the NY UCC.

Section 7.11 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 7.12 Severability. If any provision of this Mortgage shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Mortgage.

Section 7.13 Entire Agreement. This Mortgage and the other Secured Debt Documents embody the entire agreement and understanding between Mortgagee and Mortgagor relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Secured Debt Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 7.14 Mortgagee as Collateral Trustee; Successor Collateral Trustees.

(a) Pursuant to Section 12.7 of the Junior Secured Notes Indenture, the Issuer and each of the Holders, by acceptance of the Junior Secured Notes, designated and appointed U.S. Bank National Association as collateral trustee under the Junior Secured Notes Indenture and the Security Documents and irrevocably authorized the Collateral Trustee to take such action on its behalf under the provisions of the Junior Secured Notes Indenture and the Security Documents (as applicable), and to exercise such powers and perform such duties as are expressly delegated to the Collateral Trustee by the terms of the Indenture and the Security Documents (as applicable), and consented and agreed to the terms of each Security Document, as the same may be in effect or may be amended, restated, supplemented or otherwise modified from time to time in accordance with their respective terms. Mortgagor acknowledges that the rights and responsibilities of Mortgagee under this Mortgage with respect to any action taken or omitted to be taken by Mortgagee or the exercise or non-exercise by Mortgagee of any selection, election, option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Mortgage shall, as between Mortgagee and the other Secured Parties, be governed by the Junior Secured Notes Indenture and by such other agreements with respect thereto as may exist from time to time among them, but, as between Mortgagee and the Mortgagor, Mortgagee shall be conclusively presumed to be acting as trustee for the Secured Parties with full and valid authority so to act or refrain from acting, and the

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Mortgagor shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

(b) Collateral Trustee shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Mortgaged Property) in accordance with the terms of the Junior Secured Notes Indenture, any related agency agreement among Collateral Trustee and the other Secured Parties (collectively, as amended, amended and restated, supplemented or otherwise modified or replaced from time to time, the “**Agency Documents**”) and this Mortgage. Mortgagor and all other Persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Collateral Trustee, without inquiry into the existence of required consents or approvals of the Secured Parties therefor. For the avoidance of doubt, the Mortgagee shall be entitled to (i) the rights, authority, privileges, and immunities it receives as Collateral Trustee under the Junior Secured Notes Indenture as Collateral Trustee and as Junior Indenture Trustee, and in any other capacity that the Mortgagee serves under any Agency Document and/or any Secured Debt Document, including, without limitation, its rights to be indemnified under any such agreement, document or instrument in connection with its entering into and performing the obligations imposed on it by this Mortgage, and (ii) with respect to Mortgagee taking any action hereunder or refraining from taking any action hereunder, receive such certificates, and/or instructions from the Secured Parties required to be provided to it pursuant to the Junior Secured Notes Indenture, any Agency Document and/or any Secured Document prior to Mortgagee taking such action hereunder or refraining from taking such action hereunder. The preceding sentence shall survive the resignation or removal of the Mortgagee and/or the termination or discharge of this Mortgage.

(c) Mortgagee shall at all times be the same Person that is the “**Collateral Trustee**” under the Agency Documents. Written notice of resignation by the Collateral Trustee pursuant to the Agency Documents shall also constitute notice of resignation as collateral trustee under this Mortgage. Removal of a collateral trustee pursuant to any provision of the Agency Documents shall also constitute removal as mortgagee under this Mortgage (effective upon the appointment of a successor). Appointment of a successor collateral trustee pursuant to the Agency Documents shall also constitute appointment of a successor collateral trustee under this Mortgage. Upon the acceptance of any appointment as collateral trustee by a successor collateral trustee under the Agency Documents, that successor collateral trustee shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed collateral trustee as the Mortgagee under this Mortgage, and the retiring or removed collateral trustee shall promptly (i) assign and transfer to such successor collateral trustee all of its right, title and interest in and to this Mortgage and the Mortgaged Property and (ii) execute and deliver to such successor collateral trustee such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor collateral trustee of the liens and security interests created hereunder, whereupon such retiring or removed collateral trustee shall be discharged from its duties and obligations under this Mortgage. After any collateral trustee’s resignation or removal hereunder as collateral trustee, the provisions of this Mortgage and the Agency Documents

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shall inure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was collateral trustee hereunder.

(d) In furtherance of the foregoing provisions of this Section 8.14, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Mortgaged Property, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by Mortgagee for the benefit of the Secured Parties in accordance with the terms of this Section 8.14. For avoidance of doubt, Mortgagee shall benefit hereunder from all provisions set forth in Section 12.7 of the Junior Secured Notes Indenture and Sections 8.1 and 8.2 of the Security Agreement. No Secured Party shall have any right of action or right of enforcement whatsoever against Mortgagee as a result of Mortgagee acting or refraining from acting hereunder or under any of the Secured Debt Documents in accordance with Section 12.7 of the Junior Secured Notes Indenture and Sections 8.1 and 8.2 of the Security Agreement.

ARTICLE 8 LOCAL LAW PROVISIONS

Section 8.01 Foreclosure. It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "Act"), 735 ILCS 15-1101, et. seq., and with respect to such Act Mortgagor agrees and covenants that:

(a) Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference;

(b) Wherever provision is made in this Mortgage for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon 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;

(c) All advances, disbursements and expenditures made or incurred by 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 the Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act herein below referred to:

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(i) all advances by Mortgagee in accordance with the terms of the Mortgage to: (A) preserve, maintain, repair, restore or rebuild the improvements upon the Mortgaged Property; (B) preserve the lien of the Mortgage or the priority thereof; or (C) enforce the Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the Act;

(ii) payments by Mortgagee of (A) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (B) real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof; (C) other obligations authorized by the Mortgage; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

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

(iv) attorneys' fees and other costs incurred: (A) in connection with the foreclosure of the Mortgage as referred to in Section 1504(d)(2) and 15-1510 of the Act; (B) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of the Mortgage or arising from the interest of the Mortgagee hereunder; or (C) in preparation for or in connection with the commencement, prosecution or defense of any other action related to the Mortgage or the Mortgaged Property;

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

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

(vii) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (A) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (B) if Mortgagor'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; (C) premiums for casualty and liability insurance paid by Mortgagee whether or not 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 Section 15-1704(c)(1) of the Act; (D) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (E) payments deemed by Mortgagee to be required for the benefit of the Mortgaged Property or required to be made by the

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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; (Fi) shared 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 Mortgaged Property; (G) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (H) payments required to be paid by Mortgagor or Mortgagee pursuant to any lease or other agreement for occupancy of the Mortgaged Property and (I) if the Mortgage is insured, payment of FHA or private mortgage insurance required to keep such insurance in force.

Section 8.12 Protective Advances.

(a) All Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable after default under the terms of the Note.

(b) 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)(S) of Section 15-1302 of the Act.

(c) 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) any 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 of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(iii) if right of redemption has not been waived by this Mortgage, computation of amounts required to redeem, pursuant to Sections 15-1603(d)(2) and 1603(e) 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 mortgagee in possession; and

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(vi) computation of any deficiency judgment pursuant to Sections 15-1508(b)(2), 15-1508(e) and 15-1511 of the Act;

(d) 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, Mortgagee shall have the right, in accordance 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 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 15-1701 and 15-1703 of the Act; and

(e) Mortgagor acknowledges that the Mortgaged Property does not constitute agricultural real estate, as said term is defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act. Pursuant to Section 15-1601(b) of the Act, Mortgagor hereby waives any and all right of redemption.

Section 8.03 Future Advances; Revolving Credit. The holders from time to time of the Secured Obligations may be obligated under the terms of the Secured Debt Documents to make advances as provided therein, and Mortgagor acknowledges and intends that all such advances, including future advances whenever hereafter made, shall be a lien from the time this Mortgage is recorded, as provided in Section 15-1302(b)(1) of the Act. That portion of the Secured Obligations which comprises the principal amount then outstanding of the Indebtedness constitutes revolving credit indebtedness secured by a mortgage on real property, pursuant to the terms and conditions of 204 ILCS 5/5(d), Mortgagor covenants and agrees that this Mortgage shall secure the payment of all loans and advances made pursuant to the terms and provisions of the Junior Secured Notes Indenture, whether such loans and advances are made as of the date hereof or at any time in the future, and whether such future advances are obligatory or are to be made at the option of the secured parties or otherwise (but not advances or loans made more than 20 years after the date hereof), to the same extent as if such future advances were made on the date of the execution of this Mortgage and although there may be no advances made at the time of the execution of this Mortgage and although there may be no other indebtedness outstanding, at the time any advance is made. The lien of this Mortgage shall be valid as to all Secured Obligations, including future advances, from the time of its filing of record in the office of the Recorder of Deeds of the County in which the Mortgaged Property is located. The total amount of the Secured Obligations may increase or decrease from time to time, but the total unpaid principal balance of the Secured Obligations (including disbursements which Mortgagee may make under this Mortgage or any other Secured Debt Document) at any time outstanding shall not exceed the amount referred to in the granting clauses of this Mortgage. This Mortgage shall be valid and shall have priority over all subsequent liens and encumbrances, including statutory liens except taxes and assessments levied on the Mortgaged Property, to the extent of the maximum amount secured hereby.

Section 8.04 Illinois Responsible Property Transfer Act. Mortgagor represents and warrants that no portion of the Mortgaged Property is subject to the disclosure requirements of the Illinois Responsible Property Transfer Act of 1988, 765 ILCS 90 et seq.

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RECORDER OF DEEDS

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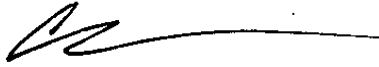
Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

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IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

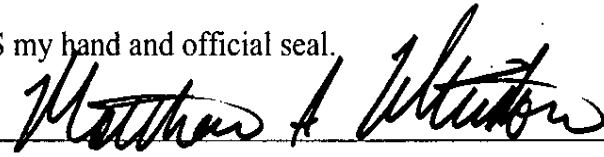
MORTGAGOR: MACY'S MALL REAL ESTATE, LLC,
an Ohio limited liability company

By: 
Name: Charles DiGiovanna
Title: Vice President

STATE OF OHIO)SS
COUNTY OF HAMILTON)

On the 7th day of October, 2020, before me, the undersigned, Notary Public, personally appeared Charles DiGiovanna, as Vice President of Macy's Mall Real Estate, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

My Commission Expires: _____

This area for official notarial seal.

MATTHEW A. WHITLOW, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description of premises located at 1 Woodfield Mall, Schaumburg, Illinois 60173:

PARCEL 1:

LOT 4 IN WOODFIELD BEING A SUBDIVISION OF PART OF THE NORTH WEST AND NORTH EAST AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT PART LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE BEING AT A POINT IN THE EAST LINE OF LOT 4 POINT BEING 15.437 FEET SOUTHERLY OF THE NORTH EAST CORNER, THENCE WESTERLY ALONG A STRAIGHT LINE HAVING A BEARING OF SOUTH 89 DEGREES, 12 MINUTES, 14 SECONDS WEST A DISTANCE OF 61.67 FEET TO A POINT; THENCE ALONG A STRAIGHT LINE HAVING A BEARING OF SOUTH 88 DEGREES, 21 MINUTES, 27 SECONDS WEST A DISTANCE OF 62.58 FEET TO A POINT ON THE WEST LINE OF LOT 4 SAID POINT BEING 14.14 FEET SOUTHERLY TO THE NORTHWESTERLY CORNER OF LOT.

PARCEL 2:

THE RECIPROCAL AND NON-EXCLUSIVE RIGHTS, EASEMENTS AND PRIVILEGES OF USE, INGRESS, EGRESS PARKING UTILITY AND OTHER, PURPOSES FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE AMENDED AND RESTATED IN THE CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 20, 1993 AS DOCUMENT 03043701 FOR THE BENEFIT OF PARCEL.

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EXHIBIT B

PERMITTED ENCUMBRANCES

Those exceptions set forth in Schedule B of the following title insurance policy issued by Chicago Title Insurance Company as commitment number CCHI2002181LI.

Property of COOK COUNTY RECORDER OF DEEDS

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