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Karen A. Yarbrough

Cook County Clerk

Date: 01/04/2021 02:57 PM Pg: 1 of 7

AFTER RECORDING RETURN TO:

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

FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") made as of November 18, 2020 (the "Effective Date"), by and between ENWAVE CHICAGO LLC, an Illinois limited liability company (formerly Enwave Chicago Inc., an Illinois corporation), having its principal place of business at Brookfield Place, 250 Vesey Street, 15th Floor, New York, New York 10081 (together with its permitted successors and assigns, "Mortgagor"), and COMPUTERSHARE TRUST COMPANY, N.A., in its capacity as Collateral Agent for the Lenders (as defined in the Loan Agreement described below) and for the Note Purchasers (as defined in the Note Purchase Agreement described below), having its principal place of business at 8742 Lucent Boulevard, Suite 225, Highlands Ranch, Colorado 80129, as mortgagee (together with its respective successors and assigns as Collateral Agent, "Agent").

RECITALS:

A. Brookfield District Energy Finance LLC (n/k/a Enwave District Energy Finance LLC), a Delaware limited liability company (the "Borrower"), Brookfield District Energy South USA, LLC, a Delaware limited liability company ("Brookfield South"), and Brookfield District Energy Midwest USA, LLC, a Delaware limited liability company ("Brookfield Midwest"), previously entered into that certain Credit Agreement dated as of November 13, 2014 (the "Original Loan Agreement") with Agent and The Bank of Nova Scotia, as Administrative Agent (the "Administrative Agent") for the "Lenders" (as defined in the Original Loan Agreement), pursuant to which the Lenders made a loan to the Borrower in the original principal amount of \$50,000,000. Concurrently with the execution of the Original Loan Agreement, Borrower, Brookfield South, and Brookfield Midwest entered into a Note Purchase Agreement dated as of November 3, 2014 with the "Note Purchasers" as defined therein (the "Note Purchase Agreement"), pursuant to which the Note Purchasers purchased Note Obligations (as defined in the Note Purchase Agreement) in the amount of \$250,000,000.

B. As security for the obligations of the Borrower under (i) the Original Loan Agreement, Mortgagor, Brookfield South, Brookfield Midwest and certain other parties executed the Loan Agreement Guaranty, and (ii) the Note Purchase Agreement, Mortgagor, Brookfield

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South, Brookfield Midwest and certain other parties executed the Note Purchase Agreement Guaranty.

C. As security for Mortgagor's obligations under the Loan Agreement Guaranty, the Note Purchase Agreement Guaranty and the Intercreditor Agreement, Mortgagor executed and delivered in favor of Agent that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated November 18, 2014 and filed with the Cook County, Illinois Recorder of Deeds (the "Recorder") on November 18, 2014 as Document Number 1432208008 (the "Security Instrument"), which Security Instrument created a lien on the real property described on Exhibit A attached hereto and the other Property more specifically described in the Security Instrument. All initially capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings given to those terms in the Security Instrument.

D. Pursuant to the terms of a Credit Agreement dated as of June 23, 2020, by and between Administrative Agent, the Borrower, Enwave USA Holdings LLC, a Delaware limited liability company (as successor to Brookfield South and Brookfield Midwest), and the other lenders from time to time party thereto (as amended, modified, renewed, extended or restated from time to time, the "Loan Agreement"), the parties to the Loan Agreement agreed to amend and restate the Original Loan Agreement in its entirety.

E. In connection with the execution and delivery of the Loan Agreement, Mortgagor and Agent have agreed to amend the Security Instrument on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Agent hereby covenant and agree as follows:

AGREEMENTS:

1. The forgoing Recitals and all Exhibits attached hereto hereby are incorporated into and made a part of this Amendment.

2. Effective as of the Effective Date, the Security Instrument hereby is amended to provide that: (i) the term "Loan Agreement" when used in the Security Instrument shall refer to the Loan Agreement as defined in this Amendment; (ii) the term "Loan Agreement Guaranty" shall include, without limitation, that certain Guarantor Supplement No. 3 made by Mortgagor and certain other parties, dated effective July 19, 2017; and (iii) the term "Note Purchase Agreement Guaranty" shall include, without limitation, that certain Guarantor Supplement No. 3 made by Mortgagor and certain other parties, dated effective July 19, 2017.

3. Except as expressly amended and modified hereby, all of the terms and provisions of the Security Instrument, as amended hereby, are hereby ratified and confirmed and shall remain in full force and effect.

4. This Amendment may be signed in multiple counterparts by the parties hereto, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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5. This Amendment shall be construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

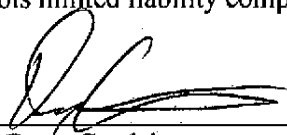
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

MORTGAGOR:

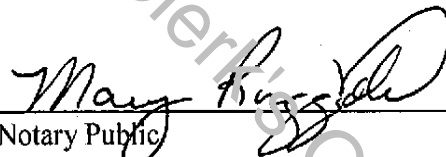
ENWAVE CHICAGO LLC,
an Illinois limited liability company

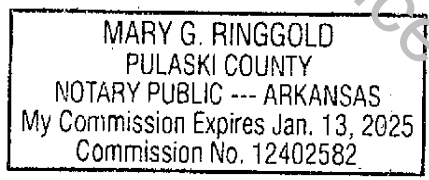
By: 
Name: Doug Castleberry
Title: President & COO

STATE OF AR
COUNTY OF PULASKI, ss.

On this 23 day of OCT, 2020, before me personally came DOUG CASTLEBERRY to me known, who, being by me duly sworn, did depose and state that he is the PRESIDENT & COO of ENWAVE CHICAGO LLC, an Illinois limited liability company, the company described in and which executed the above instrument person acknowledged that he executed this instrument on behalf of said company and acknowledged said instrument as the free act and deed of said company.

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


Notary Public



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AGENT:

COMPUTERSHARE TRUST COMPANY, N.A.

By: *Jerry Urbanek*
Name: Jerry Urbanek
Title: Trust Officer

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA

On this 23rd day of October, 2020, before me personally came Jerry Urbanek, to me known, who, being by me duly sworn, did depose and state that he is the Trust Officer of COMPUTERSHARE TRUST COMPANY, N.A., the company described in and which executed the above instrument; and said person acknowledged that he executed this instrument on behalf of said company and acknowledged said instrument as the free act and deed of said company.

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

Ralph Stock
Notary Public



RALPH STOCK
Notary Public, State of Ohio
My Comm. Expires Oct 20, 2021

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1-1: (PLANT 2)

THE SOUTH 98.78 FEET OF THE FOLLOWING DESCRIBED PARCELS OF LAND TAKEN AS A TRACT:

THE SOUTHERLY 1/2 OF LOT 48; ALL OF LOTS 49, 50, 53 AND 54; THE STRIP FORMERLY ALLEY BETWEEN LOT 50 AND LOTS 53 AND 54 AND THE WEST 1/2 OF THE STRIP, FORMERLY ALLEY BETWEEN LOT 50 AND LOTS 51 AND 52 ALL IN RUSSELL'S SUBDIVISION OF BLOCK 90 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO, THE EAST 1/2 OF THAT PART OF SAID VACATED ALLEY, LYING NORTH OF THE SOUTH LINE, EXTENDED WESTWARD OF LOT 52 AFORESAID AND SOUTH OF THE NORTH LINE, EXTENDED EASTWARD OF SAID LOT 50 ALL IN SAID RUSSELL'S SUBDIVISION OF BLOCK 90 IN SCHOOL SECTION ADDITION TO CHICAGO; ALSO, THE SOUTHERLY 1/2 OF LOT 47; THE NORTHERLY 1/2 OF LOT 48; ALL OF LOTS 51 AND 52 AND ALL OF LOTS 75 TO 81, BOTH INCLUSIVE ALL IN RUSSELL'S SUBDIVISION OF BLOCK 90 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, LOTS 1 TO 10, BOTH INCLUSIVE IN WADSWORTH'S RESUBDIVISION OF LOTS 82, 83, 44, 45, 46 AND THE NORTH 1/2 OF LOT 47 IN RUSSELL'S SUBDIVISION OF BLOCK 90 AFORESAID, ALSO, ALL OF THE VACATED ALLEYS ADJOINING SAID LOTS AND PARTS OF LOTS IN SAID RUSSELL'S SUBDIVISION AND IN SAID WADSWORTH'S RESUBDIVISION, AND LYING NORTH OF THE NORTH LINE AND SAID NORTH LINE EXTENDED EASTWARDLY OF LOT 50 IN RUSSELL'S SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 1-2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1-1, AS CREATED BY THE DECLARATION OF EASEMENTS AND COVENANTS DATED MAY 10, 2001 AND RECORDED MAY 14, 2001 AS DOCUMENT 0010403495 FROM FRANKLIN VAN BUREN, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY TO THE CHICAGO TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 26, 1994 AND KNOWN AS TRUST NUMBER 1099363 FOR THE PURPOSE OF ACCESS; CHILLED WATER PIPES AND CABLES; WATER; SEWER AND TELEPHONE; OVERHANG AND CAISSONS, AS SET FORTH THEREIN, OVER THOSE PORTIONS OF THE LAND DESCRIBED IN EXHIBITS C, D, E AND F ATTACHED THERETO.

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PIN: 17-09-403-001-0000

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