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AMENDED AND RESTATED
FIRST MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT

From

CROWN PACKAGING TECHNOLOGY, INC.,
as Mortgagor

To

DEUTSCHE BANK AG NEW YORK BRANCH, AS U.S. COLLATERAL AGENT,
as Mortgagee

Instrument prepared by and after
recording return to:

Ankur Gupta, Esq.
Winston & Strawn LLP
35 West Wacker Drive
Chicago, Illinois 60601

Dated: November 18, 2005
Premises: 11535 South Central Avenue
Alsip, Illinois 60803
(Cook County)
and
5555 W. 115th Street
Alsip, Illinois 60803
(Cook County)

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AMENDED AND RESTATED FIRST MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS AMENDED AND RESTATED FIRST MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT dated as of November 18, 2005 (this "**Mortgage**"), by CROWN PACKAGING TECHNOLOGY, INC., a Delaware corporation, having an office at 11535 South Central Avenue, Alsip, Illinois 60482 (the "**Mortgagor**"), to DEUTSCHE BANK AG NEW YORK BRANCH ("**DB**"), having an office at 60 Wall Street, New York, New York 10005, as U.S. Collateral Agent for the benefit of the Secured Parties (as hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, "**Mortgagee**").

RECITALS

WHEREAS, on February 26, 2003 (the "**Original Effective Date**"), CROWN Americas, LLC (f/k/a Crown Americas, Inc. and Crown Cork & Seal Americas, Inc.), a Pennsylvania limited liability company ("**Crown Usco**"), as U.S. borrower, Crown European Holdings SA, a *société anonyme* organized under the laws of France ("**Crown Euroco**"), as non-U.S. borrower, the subsidiary borrowers named therein, Crown Holdings, Inc., a Pennsylvania corporation ("**Crown Holdings**"), Crown International Holdings, Inc., a Delaware corporation ("**Crown International**") and Crown Cork & Seal Company, Inc., a Pennsylvania corporation ("**CCSC**"; together with Crown Usco, Crown Euroco, Crown Holdings and Crown International, the "**Credit Parties**"), the lenders from time to time party thereto and Citicorp North America, Inc., as administrative agent (the "**Existing Administrative Agent**"), Citibank International plc, as U.K. administrative agent (the "**Existing U.K. Agent**"), Deutsche Bank Securities Inc. ("**DBSI**"), as syndication agent, DBSI and Citigroup Global Markets Inc., as joint lead arrangers and joint bookrunners, ABN AMRO Incorporated, as joint bookrunner, and ABN AMRO Bank N.V., as documentation agent, entered into a certain credit agreement (the "**Original Credit Agreement**").

WHEREAS, on the Original Effective Date, (i) Crown Euroco issued \$1,085,000,000 in aggregate principal amount of Second Priority Dollar Notes (as defined in the U.S. Security Agreement) and €285,000,000 in aggregate principal amount of Second Priority Euro Notes (as defined in the U.S. Security Agreement), in each case under an indenture dated as of the Original Effective Date among Crown Euroco, the guarantors named therein and the Second Priority Notes Trustee (as defined in the U.S. Security Agreement) (as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time as permitted by the Credit Agreement (as hereinafter defined), the "**Second Priority Notes Indenture**"), and (ii) each of the Guarantors (as defined in the Second Priority Notes Indenture) guaranteed the Obligations of Crown Euroco under the Second Priority Notes Indenture (as amended, amended and restated, supplemented or otherwise modified from time to time and together with any future guarantees by the Guarantors of the Obligations of Crown Euroco under the Second Priority Notes Indenture, the "**Second Priority Notes Guarantees**").

WHEREAS, on the Original Effective Date, (i) Crown Euroco issued \$725,000,000 in aggregate principal amount of Third Priority Notes (as defined in the U.S.

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Security Agreement) under an indenture dated as of the Original Effective Date among Crown Euroco, the guarantors named therein and the Third Priority Notes Trustee (as defined in the U.S. Security Agreement) (as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time as permitted by the Credit Agreement, the “**Third Priority Notes Indenture**”) and (ii) each of the Guarantors (as defined in the Third Priority Notes Indenture) guaranteed the Obligations of Crown Euroco under the Third Priority Notes Indenture (as amended, amended and restated, supplemented or otherwise modified from time to time and together with any future guarantees by the Guarantors of the Obligations of Crown Euroco under the Third Priority Notes Indenture, the “**Third Priority Notes Guarantees**”).

WHEREAS, on September 1, 2004 (the “**First Amendment Effective Date**”), (i) Crown Euroco issued €350,000,000 of First Priority Notes (as defined in the U.S. Security Agreement) under an indenture dated as of September 1, 2004 among Crown Euroco, the guarantors named therein and the First Priority Notes Trustee (as defined in the U.S. Security Agreement) (as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time as permitted by the Credit Agreement, the “**First Priority Notes Indenture**”), the proceeds of which were used (together with the proceeds of Loans under the 2004 Credit Agreement (as defined below)) to refinance in full all outstanding Term B Loans (as defined in the Original Credit Agreement) and terminate the Obligations and Commitments (each as defined in the Original Credit Agreement) under the Original Credit Agreement, and (ii) each of the Guarantors (as defined in the First Priority Notes Indenture) guaranteed the Obligations of Crown Euroco under the First Priority Notes Indenture (as amended, amended and restated, supplemented or otherwise modified from time to time and together with any future guarantees by the Guarantors of the Obligations of Crown Euroco under the First Priority Notes Indenture, the “**First Priority Notes Guarantees**”).

WHEREAS, on the First Amendment Effective Date, the Credit Parties entered into a certain credit agreement (the “**2004 Credit Agreement**”) with the lenders named therein, the Existing Administrative Agent and the Existing U.K. Agent.

WHEREAS, on the First Amendment Effective Date, Mortgagor executed in favor of and delivered to Existing Collateral Agent that certain First Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated the First Amendment Effective Date and recorded 1-75, 2004 with the Office of the Recorder of Cook County, Illinois as Document No. 050232058 (the “**Original Mortgage**”).

WHEREAS, on or about September 15, 2004 Crown Euroco issued an additional €110,000,000 of First Priority Notes under the First Priority Notes Indenture, the proceeds of which were used to extend a loan to Crown Usco to repay its outstanding term loan under the 2004 Credit Agreement and for general corporate purposes.

WHEREAS, on the date hereof, Crown Usco and Crown Americas Capital Corp. (“**Crown Capital**”) intend to issue \$1,100,000,000 of senior unsecured notes under Indentures, each dated as of the date hereof, among Crown Usco and Crown Capital, the guarantors named therein and Citibank, N.A., as senior notes trustee (as amended, amended and restated,

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supplemented, refinanced, replaced or otherwise modified from time to time as permitted by the Credit Agreement, the "**Senior Notes Indenture**"), the proceeds of which shall be used (together with the proceeds of the Loans under the Credit Agreement and certain cash proceeds from the sale of CCSC's plastic closures division) to refinance (the "**Refinancing**") not less than 66 2/3% of the outstanding Second Priority Notes and 66 2/3% of the outstanding Third Priority Notes and to terminate the Obligations and Commitments (each as defined in the 2004 Credit Agreement) under the 2004 Credit Agreement.

WHEREAS, simultaneously with the issuance of the Senior Notes, Crown Holdings, Crown International, CCSC, Crown Usco, as U.S. borrower (in such capacity, the "**U.S. Borrower**"), Crown Euroco, as non-U.S. borrower (in such capacity, the "**Non-U.S. Borrower**"), Crown Metal Packaging Canada, LP, as Canadian Borrower, the subsidiary borrowers named therein (in such capacity, the "**Subsidiary Borrowers**", together with the U.S. Borrower and the Non-U.S. Borrower, the "**Borrowers**") intend to enter into a new senior secured credit agreement dated as of the date hereof (as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time, the "**Credit Agreement**", which term shall also include and refer to any increase in the amount of indebtedness under the Credit Agreement to the extent permitted by the First Priority Notes Indenture and any refinancing or replacement of the Credit Agreement or one or more successor or replacement facilities whether or not with a different group of agents or lenders and whether or not with different obligors upon the Administrative Agent's (as hereinafter defined) acknowledgment of the termination of the predecessor Credit Agreement) with the lenders from time to time party thereto (the "**Lenders**"), Deutsche Bank AG New York Branch, as administrative agent and U.K. administrative agent (in such capacities, together with its successors and assigns in such capacities, the "**Administrative Agent**" or the "**U.K. Agent**"), The Bank of Nova Scotia, as Canadian administrative agent (the "**Canadian Administrative Agent**"), which Credit Agreement constitutes a refinancing and replacement of the 2004 Credit Agreement, and pursuant to which the Lenders have agreed to make certain Loans and issue certain Letters of Credit to or for the account of the U.S. Borrower upon the terms and subject to the conditions set forth in the Credit Agreement.

WHEREAS, on the date hereof, the Existing Collateral Agent has resigned as U.S. Collateral Agent and the Lenders under the Credit Agreement have appointed DB as U.S. Collateral Agent.

WHEREAS, on the date hereof, the parties to the Second Priority Notes Indenture and the Third Priority Notes Indenture shall amend each of the Second Priority Notes Indenture and the Third Priority Notes Indenture to, among other things, eliminate the requirement for any security to secure the Second Priority Notes and the Third Priority Notes and to authorize the Second Priority Notes Trustee and the Third Priority Notes Trustee to effectuate the release of the Second Priority Notes Trustee's and Third Priority Notes Trustee's respective Liens on the Collateral, which such Liens on the Collateral shall be simultaneously released and discharged of record.

WHEREAS, contemporaneously with the execution and delivery of this Mortgage, Crown Holdings and each of the direct and indirect U.S. Subsidiaries of Crown

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Holdings (other than the Insurance Subsidiary and the Receivables Subsidiary) (together with each other U.S. Subsidiary of Crown Holdings that from time to time after the date hereof guarantee the Obligations (as hereinafter defined) of the Borrowers under the Credit Agreement and the other Loan Documents, the “**Guarantors**”) will guarantee the Obligations of the Borrowers under the Credit Agreement and the other Loan Documents (as amended, amended and restated, supplemented, replaced or otherwise modified from time to time and together with any further guarantees by the Guarantors of the Obligations of the Borrowers under the Credit Agreement, the “**Credit Guarantees**”).

WHEREAS, it is contemplated that, from time to time, to the extent permitted by the Credit Agreement, Crown Holdings or any of the direct or indirect U.S. Subsidiaries of Crown Holdings may enter into one or more Hedging Agreements (collectively, the “**Bank Related Hedging Agreements**”) with the one or more Lenders or their respective Affiliates or any other Person permitted under the Credit Agreement at the time such Bank Related Hedging Agreement is entered into (individually, a “**Bank Related Hedging Exchanger**” and, collectively, the “**Bank Related Hedging Exchangers**”) and it is desired that the obligations of Crown Holdings or its U.S. Subsidiaries under such Bank Related Hedging Agreements, including the obligation to make payments in the event of early termination thereunder (all such obligations being the “**Bank Related Hedging Obligations**”), be secured by a Lien on and a security interest in the Mortgaged Property pursuant to this Mortgage; provided that for any Bank Related Hedging Exchanger to receive the benefit of such Lien on and security interest in the Mortgaged Property, it shall execute and deliver to Mortgagee an acknowledgment to the U.S. Intercreditor Agreement (as hereinafter defined) in the form annexed thereto (each such acknowledgment, an “**Intercreditor Acknowledgment**”) agreeing to be bound by the terms thereof at any time prior to the payment in full of the Bank Indebtedness (as defined in the U.S. Intercreditor Agreement).

WHEREAS, it is contemplated that, from time to time, to the extent permitted by the Credit Agreement, Crown Holdings or any of the direct or indirect U.S. Subsidiaries of Crown Holdings may enter into one or more Bank Related Cash Management Agreements (as defined in the U.S. Intercreditor Agreement) with one or more Lenders or their respective Affiliates or any other Person permitted under the Credit Agreement at the time such Bank Related Cash Management Agreement is entered into (individually, a “**Bank Related Cash Management Exchanger**” and collectively, the “**Bank Related Cash Management Exchangers**”) and it is desired that the obligations of Crown Holdings or its U.S. Subsidiaries under such Bank Related Cash Management Agreements, including the obligation to make payments in the event of early termination thereunder (all such obligations being the “**Bank Related Cash Management Obligations**”), be secured by a Lien on and security interest in the Mortgaged Property pursuant to this Mortgage; provided that for any Bank Related Cash Management Exchanger to receive the benefit of such Lien on and security interest in the Mortgaged Property, it shall execute and deliver to Mortgagee an Intercreditor Acknowledgment agreeing to be bound by the terms thereof at any time prior to the payment in full of the Bank Indebtedness.

WHEREAS, it is contemplated that, from time to time, to the extent permitted by the Credit Agreement, Crown Usco and Crown Euroco may incur certain Additional First

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Priority Bank Indebtedness (as defined in the U.S. Security Agreement) pursuant to the applicable Loan Documents and the Indentures, which Additional First Priority Bank Indebtedness will be secured by all the Collateral.

WHEREAS, it is contemplated that, from time to time, to the extent permitted by the Credit Agreement and the Indentures, any Permitted Issuer may issue certain Additional First Priority Capital Markets Indebtedness (as defined in the U.S. Security Agreement), which may be guaranteed by the Grantors (as hereinafter defined), pursuant to the applicable Additional First Priority Capital Markets Indebtedness Documents (as defined in the U.S. Security Agreement), which Additional First Priority Capital Markets Indebtedness may be secured by all of the Collateral; provided that for any holder of any Additional First Priority Capital Markets Indebtedness to receive the benefit of this Mortgage, it shall cause its Additional First Priority Capital Markets Indebtedness Representative (as defined in the U.S. Security Agreement) to execute and deliver to Mortgagee an Intercreditor Acknowledgment agreeing to be bound by the terms thereof.

WHEREAS, on February 26, 2003, Crown Holdings, CCSC, Crown Usco, Crown International, Mortgagor and certain other U.S. Subsidiaries of Crown Holdings (collectively, the “Grantors”), the Existing Collateral Agent and certain other parties entered into that certain U.S. Intercreditor and Collateral Agency Agreement, which agreement was amended and restated on the First Amendment Effective Date, and is being further amended and restated as of the date hereof to give effect to the Credit Agreement, the First Priority Notes and the security interests contemplated herein (as further amended, amended and restated, supplemented or otherwise modified from time to time, the “U.S. Intercreditor Agreement”).

WHEREAS, it is a condition precedent to the effectiveness of the Financing Documents that the Mortgagor amend and restate the Original Mortgage and deliver this Mortgage in favor of Mortgagee for (i) its benefit and (ii) for the benefit of the Secured Parties, to secure the payment and performance with respect to any of the Financing Documents of any and all obligations, liabilities and indebtedness of every kind, nature and description (whether or not constituting future advances or otherwise) from time to time owing by, or on behalf of, the Borrowers and each of the Grantors under or in connection with, such Financing Documents, including principal, interest, charges, fees, premiums, indemnities and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, evidenced by or arising under any of such Financing Documents whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of such Financing Documents, or after the commencement of any case with respect to the Borrowers and each of the Grantors under the Bankruptcy Code or any state insolvency law or similar statute (and including, without limitation, any principal, interest, fees, costs, expenses and other amounts, which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable whole or in part in any such case or similar proceeding), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and whether arising directly or howsoever acquired (all such monetary and other obligations described in this recital being collectively called the “Obligations”).

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WHEREAS, Mortgagor is or, as to Mortgaged Property acquired by Mortgagor after the Effective Date, will be the legal and/or beneficial owner of the Mortgaged Property pledged by it hereunder.

WHEREAS, this Mortgage is given by Mortgagor in favor of Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Obligations.

WHEREAS, Crown Holdings, Crown Usco, CCSC, Crown International, Mortgagor and each Subsidiary Guarantor will receive substantial benefits from the execution, delivery and performance of the obligations under the Credit Agreement, the Credit Guarantees, the Bank Related Hedging Agreements, the Bank Related Cash Management Agreements, the First Priority Notes Indenture, the First Priority Notes, the Additional First Priority Bank Indebtedness and the Additional First Priority Capital Markets Indebtedness and are, therefore, willing to enter into this Mortgage in order to amend and restate the Original Mortgage.

WHEREAS, pursuant to the requirements of the Financing Documents, the Mortgagor is entering into this Mortgage to amend and restate the existing first priority mortgage lien on and security interest in the Mortgaged Property securing the performance and payment by the Mortgagor of the Obligations.

Granting Clauses

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and in order to secure the due and punctual payment and performance of the Obligations, Mortgagor hereby grants, conveys, mortgages, assigns and pledges to the Mortgagee and its successor and assigns, a first priority mortgage lien on and a first priority security interest in the Mortgaged Property whether now owned or held or hereafter acquired, such interest hereinafter referred to as the **"Security Interest"**, with power of sale for the ratable benefit of the Secured Parties.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and assigns, forever, the Security Interest shall be subject only to the Permitted Real Property Encumbrances, upon the terms herein set forth for the benefit and security of the Mortgagee (for the benefit of the Secured Parties in accordance with the terms of the U.S. Intercreditor Agreement).

The maximum principal debt or obligation which is, or under any contingency may be secured at the date of execution hereof or any time thereafter by this Mortgage is the lesser of (a) the portion of the Obligations constituting Exempted Indebtedness that is equal to the maximum aggregate amount of Exempted Indebtedness that may be secured at such time without causing any Debentures or CCSFPLC 2006 Notes to be required to be equally and ratably secured and (b) the maximum amount of indebtedness outstanding under the Financing Documents (the lesser of (a) and (b) called hereafter the **"Secured Amount"**); provided that if any negative pledge covenant in any indenture, agreement or instrument pursuant to which such Debentures or CCSFPLC 2006 Notes are required to be equally and ratably secured by the Mortgaged Property is triggered or if all such negative pledge covenants in such indentures, agreements or instruments cease to exist, then the Secured Amount shall equal the maximum

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aggregate amount of the Obligations then outstanding. So long as the aggregate amount of the Obligations exceeds the Secured Amount, any payments and repayments of the Obligations shall not be deemed to be applied against, or to reduce, the Secured Amount.

This Mortgage shall also secure amounts other than Obligations to the extent (a) permitted by the applicable law without payment of additional recording tax and (b) such amounts do not exceed the Secured Amount.

Notwithstanding anything to the contrary in this Mortgage, if any Debentures or CCSFPLC 2006 Notes are required to be secured by Principal Property due to the triggering of a negative pledge covenant in any indenture, agreement or instrument pursuant to which such Debentures or CCSFPLC 2006 Notes are issued, the Obligations secured by this Mortgage shall be secured equally and ratably with such Debentures or CCSFPLC 2006 Notes with respect to any mortgage lien granted to secure the Debentures or CCSFPLC 2006 Notes on the Mortgaged Property so long as such Debentures or CCSFPLC 2006 Notes are so secured.

ARTICLE I

Representations, Warranties and Covenants of Mortgagor

Mortgagor agrees, covenants, represents and/or warrants as follows:

SECTION 1.01 Title. (a) Mortgagor has good and marketable title to:

- (i) an indefeasible fee estate in the Land and Improvements; and
- (ii) all of the Personal Property,

subject only to the Permitted Real Property Encumbrances.

(b) Mortgagor is not obligated under, and the Mortgaged Property is not bound by or subject to, any right of first refusal, option or other contractual right to sell, assign or otherwise dispose of any Mortgaged Property or any interest therein.

(c) The granting of this Mortgage is within Mortgagor's corporate or other powers and has been duly authorized by all necessary corporate (and, if required, stockholder) or other action. This Mortgage has been duly executed and delivered by Mortgagor and constitutes a legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(d) This Mortgage, when duly recorded in the appropriate public records and when financing statements are duly filed in the appropriate public records, will create a valid, perfected and enforceable lien upon and security interest in all the Mortgaged Property subject only to the Permitted Real Property Encumbrances. As of the date hereof, there are no defenses or offsets to this Mortgage that will be asserted by Mortgagor or its Affiliates (or any third party defense or offset now known to Mortgagor or its Affiliates) or to any of the Obligations secured hereby for so long as any portion of the Obligations is outstanding. Mortgagor will forever warrant

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and defend its title to the Mortgaged Property, the rights of Mortgagee therein under this Mortgage and the validity and priority of the lien of this Mortgage thereon against the claims of all persons and parties except those having rights under Permitted Real Property Encumbrances to the extent of those rights.

SECTION 1.02 Loan Documents; Certain Amounts. (a) This Mortgage is given pursuant to the Loan Documents. Each and every term and provision of the Loan Documents (excluding the governing law provisions thereof), including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties thereto shall be considered as if a part of this Mortgage. Mortgagor expressly covenants and agrees to pay when due, and to timely perform, and to cause the other parties to the Loan Documents to pay when due, and to timely perform, the Obligations in accordance with the terms of the Loan Documents. The maturity date of the Obligations secured hereby is March 1, 2013.

(b) If Mortgagee exercises any of its rights or remedies under this Mortgage, or if any actions or proceedings (including any bankruptcy, insolvency or reorganization proceedings) are commenced in which Mortgagee is made a party and is obliged to defend or uphold or enforce this Mortgage or the rights of Mortgagee hereunder or the terms of any Lease, or if a condemnation proceeding is instituted affecting the Mortgaged Property, Mortgagor will pay all reasonable sums, including reasonable attorneys' fees and disbursements, incurred by Mortgagee related to the exercise of any remedy or right of Mortgagee pursuant hereto and the reasonable expenses of any such action or proceeding together with all statutory or other costs, disbursements and allowances, interest thereon from the date of demand for payment thereof and such sums and the interest thereon shall, to the extent permissible by law, be a lien on the Mortgaged Property prior to any right, title to, interest in or claim upon the Mortgaged Property attaching or accruing subsequent to the recording of this Mortgage and shall be secured by this Mortgage to the extent permitted by law. Any payment of amounts due under this Mortgage not made on or before the due date for such payments shall accrue interest daily without notice from the due date until paid at the highest rate of interest payable under the Credit Agreement (the "**Default Interest Rate**"), and such interest at the Default Interest Rate shall be immediately due upon demand by Mortgagee.

SECTION 1.03 Payment of Taxes, Liens and Charges. (a) Except as may be permitted by the applicable Financing Documents, Mortgagor will pay and discharge from time to time prior to the time when the same shall become delinquent, and before any interest or penalty accrues thereon or attaches thereto, all taxes of every kind and nature, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents, all vault charges, and all other public charges, and all service charges, common area charges, private maintenance charges, utility charges and all other private charges, whether created or evidenced by recorded or unrecorded documents or of a like or different nature, imposed upon or assessed against the Mortgaged Property or any part thereof or upon the Rents from the Mortgaged Property or arising in respect of the occupancy, use or possession thereof.

(b) In the event of the passage of any state, Federal, municipal or other governmental law, order, rule or regulation subsequent to the date hereof (i) deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon, or in any manner changing or modifying the laws now in force governing the taxation of this Mortgage or debts secured by mortgages or deeds of trust (other than laws governing income, franchise and

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similar taxes generally) or the manner of collecting taxes thereon and (ii) imposing a tax to be paid by Mortgagee, either directly or indirectly, on this Mortgage or any of the applicable Financing Documents, or requiring an amount of taxes to be withheld or deducted therefrom, Mortgagor will promptly notify Mortgagee of such event. In such event Mortgagor shall (i) agree to enter into such further instruments as may be reasonably necessary or desirable to obligate Mortgagor to make any applicable additional payments and (ii) make such additional payments.

(c) At any time that an Event of Default shall occur hereunder and be continuing, or if required by any law applicable to Mortgagor, Mortgagee shall have the right to direct Mortgagor to make an initial deposit on account of real estate taxes and assessments, insurance premiums and common area charges, levied against or payable in respect of the Mortgaged Property in advance and thereafter on a quarterly basis, each such deposit to be equal to one-quarter of any such annual charges estimated in a reasonable manner by Mortgagee in order to accumulate with Mortgagee sufficient funds to pay such taxes, assessments, insurance premiums and charges.

SECTION 1.04 Payment of Closing Costs. Mortgagor shall pay all costs in connection with, relating to or arising out of the preparation, execution and recording of this Mortgage, including title company premiums and charges, inspection costs, survey costs, recording fees and taxes, reasonable attorneys', engineers', appraisers' and consultants' fees and disbursements and all other similar reasonable expenses of every kind.

SECTION 1.05 Plans, Alterations and Waste; Repairs. Mortgagor will keep and maintain the Improvements and the Personal Property in the manner described in the applicable Financing Documents.

SECTION 1.06 Insurance. Mortgagor will keep or cause to be kept the Improvements and Personal Property insured against such risks, and in the manner, described in the applicable Financing Documents.

SECTION 1.07 Casualty Condemnation/Eminent Domain. Mortgagor shall give Mortgagee prompt written notice of any casualty or other damage to the Mortgaged Property in an amount in excess of \$1,000,000 or the commencement of any action or proceeding for the taking of the Mortgaged Property or any portion thereof or interest therein under power of eminent domain or by condemnation or any similar proceeding. Any Net Proceeds received by or on behalf of the Mortgagor in respect of any such casualty, damage or taking shall constitute trust funds held by the Mortgagor for the benefit of the Secured Parties to be applied to restoration of the Mortgaged Property or, if any such Net Proceeds will be applied toward the payment of the Obligations, to be applied in accordance with the U.S. Intercreditor Agreement.

SECTION 1.08 Assignment of Leases and Rents. (a) Mortgagor hereby irrevocably and absolutely grants, transfers and assigns all of its right, title and interest in all Leases, together with any and all extensions and renewals thereof to Mortgagee for purposes of securing and discharging the performance by Mortgagor of the Obligations. Mortgagor has not assigned or executed any assignment of, and will not, without the Mortgagee's prior written consent, assign or execute any assignment of, any of the Leases or their respective Rents to anyone other than Mortgagee.

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(b) Without Mortgagee's prior written consent, Mortgagor will not enter into, modify, amend, terminate or consent to the cancellation or surrender of any Lease if (i) such Lease, as entered into, modified or amended will not be subordinate to the lien of this Mortgage or (ii) such Lease and all other Leases affecting the Land or the Improvements demise in the aggregate more than 5% of the gross building area of the Improvements or 5% of the total area of the Land.

(c) Subject to Section 1.08(d), Mortgagor has assigned and transferred to Mortgagee all of Mortgagor's right, title and interest in and to the Rents now or hereafter arising from each Lease heretofore or hereafter made or agreed to by Mortgagor, it being intended that this assignment establish, subject to Section 1.08(d), an absolute transfer and assignment of all Rents and all Leases to Mortgagee and not merely to grant a security interest therein. Subject to Section 1.08(d), Mortgagee may in Mortgagor's name and stead (with or without first taking possession of any of the Mortgaged Property personally or by receiver as provided herein) operate the Mortgaged Property and rent, lease or let all or any portion of any of the Mortgaged Property to any party or parties at such rental and upon such terms as Mortgagee shall, in its sole discretion, determine, and may collect and have the benefit of all of said Rents arising from or accruing at any time thereafter or that may thereafter become due under any Lease.

(d) So long as an Event of Default shall not have occurred and be continuing, Mortgagee will not exercise any of its rights under Section 1.08(c), and Mortgagor shall receive and collect the Rents accruing under any Lease; but after the happening and during the continuance of any Event of Default, Mortgagee may, at its option, receive and collect all Rents and enter upon the Premises and Improvements through its officers, agents, employees or attorneys for such purpose and for the operation and maintenance thereof. Mortgagor hereby irrevocably authorizes and directs each tenant, if any, and each successor, if any, to the interest of any tenant under any Lease, respectively, to rely upon any notice of a claimed Event of Default sent by Mortgagee to any such tenant or any of such tenant's successors in interest, and thereafter to pay Rents to Mortgagee without any obligation or right to inquire as to whether an Event of Default actually exists and even if some notice to the contrary is received from the Mortgagor, who shall have no right or claim against any such tenant or successor in interest for any such Rents so paid to Mortgagee. Each tenant or any of such tenant's successors in interest from whom Mortgagee or any officer, agent, attorney or employee of Mortgagee shall have collected any Rents, shall be authorized to pay Rents to Mortgagor only after such tenant or any of their successors in interest shall have received written notice from Mortgagee that the Event of Default is no longer continuing, unless and until a further notice of an Event of Default is given by Mortgagee to such tenant or any of its successors in interest.

(e) Mortgagee will not become a mortgagee in possession so long as it does not enter or take actual possession of the Mortgaged Property. In addition, Mortgagee shall not be responsible or liable for performing any of the obligations of the landlord under any Lease, for any waste by any tenant, or others, for any dangerous or defective conditions of any of the Mortgaged Property, for negligence in the management, upkeep, repair or control of any of the Mortgaged Property or any other act or omission by any other person.

(f) Mortgagor shall furnish to Mortgagee, within 30 days after a request by Mortgagee to do so, a written statement containing the names of all tenants, subtenants and

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concessionaires of the Premises or Improvements, the terms of any Lease, the space occupied and the rentals or license fees payable thereunder.

SECTION 1.09 Restrictions on Transfers and Encumbrances. Except as permitted by the applicable Financing Documents, Mortgagor shall not directly or indirectly sell, convey, alienate, assign, lease, sublease, license, mortgage, pledge, encumber or otherwise transfer, create, consent to or suffer the creation of any Lien upon any interest in or any part of the Mortgaged Property, or be divested of its title to the Mortgaged Property or any interest therein in any manner or way, whether voluntarily or involuntarily (other than resulting from a condemnation), or engage in any common, cooperative, joint, time-sharing or other congregate ownership of all or part thereof; provided, that Mortgagor may in the ordinary course of business within reasonable commercial standards, enter into easement or covenant agreements that relate to and/or benefit the operation of the Mortgaged Property and that do not materially or adversely affect the use, operation, marketability or value of the same.

SECTION 1.10 Security Agreement. This Mortgage is both a mortgage of real property and a grant of a security interest in personal property, and shall constitute and serve as a "Security Agreement" within the meaning of the uniform commercial code as adopted in the state wherein the Premises are located (the "UCC"). Mortgagor has hereby granted unto Mortgagee a first priority security interest in and to all the Mortgaged Property described in this Mortgage that is not real property for the benefit of the Secured Parties to secure the Obligations.

Simultaneously with the recording of this Mortgage, Mortgagor has filed or will file UCC financing statements, and will file continuation statements prior to the lapse thereof, at the appropriate offices in the state in which the Premises are located to perfect the security interest granted by this Mortgage in all the Mortgaged Property that is not real property. Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact and agent, for Mortgagor and in its name, place and stead, in any and all capacities, to execute any document, if applicable, and authorizes Mortgagee to file the same in the appropriate offices (to the extent it may lawfully do so), and to perform each and every act and thing reasonably requisite and necessary to be done to perfect the security interest contemplated by the preceding sentence. Mortgagee shall have all rights with respect to the part of the Mortgaged Property that is the subject of a security interest afforded by the UCC in addition to, but not in limitation of, the other rights afforded Mortgagee hereunder and under the U.S. Security Agreement.

SECTION 1.11 Filing and Recording. Mortgagor will cause this Mortgage, any other security instrument creating a security interest in or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the security interest of Mortgagee in the Mortgaged Property. Mortgagor will pay all filing, registration and recording fees, all Federal, state, county and municipal recording, documentary or intangible taxes and other taxes, duties, imposts, assessments and charges, and all reasonable expenses incidental to or arising out of or in connection with the execution, delivery and recording of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Personal Property or any instrument of further assurance.

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SECTION 1.12 Further Assurances. Upon demand by Mortgagee, Mortgagor will, at the cost of Mortgagor and without expense to Mortgagee, do, execute, acknowledge and deliver all such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage, and upon the occurrence and during the continuation of an Event of Default and on demand, Mortgagor will also execute and deliver and hereby appoints Mortgagee as its true and lawful attorney-in-fact and agent, for Mortgagor and in its name, place and stead, in any and all capacities, to execute and file to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments reasonably requested by Mortgagee to evidence more effectively the lien hereof upon the Personal Property and to perform each and every act and thing requisite and necessary to be done to accomplish the same.

SECTION 1.13 Additions to Mortgaged Property. All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor upon the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further mortgage, deed of trust, conveyance, assignment or other act by Mortgagor, shall become subject to the lien and security interest of this Mortgage as fully and completely and with the same effect as though now owned by Mortgagor and specifically described in the grant of the Mortgaged Property above, but at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, deeds, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien and security interest of this Mortgage.

SECTION 1.14 No Claims Against Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, nor as giving Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Mortgagee in respect thereof.

SECTION 1.15 Fixture Filing and Financing Statement. Certain portions of the Mortgaged Property are or will become "fixtures" (as that term is defined in the UCC) (the "Fixtures") on the Land, and this Mortgage, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall, to the greatest extent applicable in such jurisdiction, operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said UCC upon such portions of the Mortgaged Property that are or become fixtures, and the following information is applicable for the purpose of such fixture filing, to wit:

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Name and Address of debtor: Crown Packaging Technology, Inc. 11535 South Central Avenue Alsip, Illinois 60482	Name and Address of secured party: Deutsche Bank AG New York Branch, as U.S. Collateral Agent 60 Wall Street New York, New York 10005
Type of Organization: Corporation Jurisdiction of Formation: Delaware Organizational ID#: 2696202	
This Financing Statement covers the following types or items of property: This instrument covers the Mortgaged Property and goods or items of personal property which are or are to become Fixtures upon the real property described in <u>Exhibit A</u> attached hereto. The name of the record owner of the Land on which such Fixtures are or are to be located is CROWN PACKAGING TECHNOLOGY, INC.	

ARTICLE II

Defaults and Remedies

SECTION 2.01 Reserved.

SECTION 2.02 Demand for Payment. If an Event of Default shall occur and be continuing, then, upon written demand of Mortgagee, Mortgagor will pay to Mortgagee all amounts due hereunder and under the applicable Financing Documents and such further amount as shall be sufficient to cover the costs and expenses of collection, including attorneys' fees, disbursements and expenses incurred by Mortgagee, and Mortgagee shall be entitled and empowered to institute an action or proceedings at law or in equity for the collection of the sums so due and unpaid, to prosecute any such action or proceedings to judgment or final decree, to enforce any such judgment or final decree against Mortgagor and to collect, in any manner provided by law, all moneys adjudged or decreed to be payable.

SECTION 2.03 Rights to Take Possession, Operate and Apply Revenues. (a) If an Event of Default shall occur and be continuing, Mortgagor shall, upon demand of Mortgagee, forthwith surrender to Mortgagee actual possession of the Mortgaged Property and, if and to the extent not prohibited by applicable law, Mortgagee itself, or by such officers or agents as it may appoint, may then enter and take possession of all the Mortgaged Property without the appointment of a receiver or an application therefor, exclude Mortgagor and its agents and employees wholly therefrom, and have access to the books, papers and accounts of Mortgagor.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by Mortgagee, Mortgagee may to the extent not prohibited by applicable law, obtain a judgment or decree conferring upon Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of the Mortgaged

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Property to Mortgagee, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor will pay to Mortgagee, upon demand, all reasonable expenses of obtaining such judgment or decree, including reasonable compensation to Mortgagee's attorneys and agents with interest thereon at the Default Interest Rate from and after the date such amount is due, owing or unpaid until paid in full; and all such expenses and compensation shall, until paid, be secured by this Mortgage.

(c) Upon every such entry or taking of possession, Mortgagee may, to the extent not prohibited by applicable law, hold, store, use, operate, manage and control the Mortgaged Property, conduct the business thereof and, from time to time, (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon, (ii) purchase or otherwise acquire additional fixtures, personalty and other property, (iii) insure or keep the Mortgaged Property insured, (iv) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same, or (v) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Mortgagee, all as may from time to time be directed or determined by Mortgagee to be in its best interest, and if an Event of Default shall occur and be continuing, Mortgagor shall appoint Mortgagee as its true and lawful attorney-in-fact and agent, for Mortgagor and in its name, place and stead, in any and all capacities, to perform any of the foregoing acts. Mortgagee may collect and receive all the Rents, issues, profits and revenues from the Mortgaged Property, including those past due as well as those accruing hereafter, and, after deducting (i) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes) (ii) the costs of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions, (iii) the costs of insurance, (iv) such taxes, assessments and other similar charges as Mortgagee may at its option pay, (v) other proper charges upon the Mortgaged Property or any part thereof and (vi) the compensation, expenses and disbursements of the attorneys and agents of Mortgagee, Mortgagee shall apply the remainder of the moneys and proceeds so received in accordance with the U.S. Intercreditor Agreement, subject to the entitlement of others thereto under applicable law.

(d) Whenever, before any sale of the Mortgaged Property under Section 2.06, all Obligations that are then due shall have been paid and all Events of Default fully cured, Mortgagee will surrender possession of the Mortgaged Property back to Mortgagor, its successors or assigns. The same right of taking possession shall, however, arise again if any subsequent Event of Default shall occur and be continuing.

SECTION 2.04 Right To Cure Mortgagor's Failure to Perform. Should Mortgagor fail in the payment, performance or observance of any term, covenant or condition required by this Mortgage or the applicable Financing Documents (with respect to the Mortgaged Property), other than the maintenance of insurance, Mortgagee may pay, perform or observe the same, and all payments made or costs or expenses incurred by Mortgagee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the Default Interest Rate from and after the date such amount is due, owing and unpaid until paid in full. Mortgagee shall be the judge using reasonable discretion of the necessity for any such actions and of the amounts to be paid. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or the Improvements or any

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part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without having any obligation to so perform or observe and without thereby becoming liable to Mortgagor, to any person in possession holding under Mortgagor or to any other person.

SECTION 2.05 Right to a Receiver. If an Event of Default shall occur and be continuing, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled as a matter of right to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the Rents. The receiver shall have all of the rights and powers permitted under the laws of the state wherein the Mortgaged Property is located. Mortgagor shall pay to Mortgagee upon demand all reasonable expenses, including receiver's fees, reasonable attorney's fees and disbursements, costs and agent's compensation incurred pursuant to the provisions of this Section 2.05; and all such expenses shall be secured by this Mortgage and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the Default Interest Rate from and after the date such amount is due, owing or unpaid until paid in full.

SECTION 2.06 Foreclosure and Sale. (a) If an Event of Default shall occur and be continuing, Mortgagee may elect to sell the Mortgaged Property or any part of the Mortgaged Property by exercise of the power of foreclosure or of sale granted to Mortgagee by applicable law or this Mortgage. In such case, Mortgagee may commence a civil action to foreclose this Mortgage, or it may proceed and sell the Mortgaged Property to satisfy any Obligation. Mortgagee or an officer appointed by a judgment of foreclosure to sell the Mortgaged Property, may sell all or such parts of the Mortgaged Property as may be chosen by Mortgagee at the time and place of sale fixed by it in a notice of sale, either as a whole or in separate lots, parcels or items as Mortgagee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder. Mortgagee or an officer appointed by a judgment of foreclosure to sell the Mortgaged Property may postpone any foreclosure or other sale of all or any portion of the Mortgaged Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale. Without further notice, Mortgagee or an officer appointed to sell the Mortgaged Property may make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale. Any person, including Mortgagor, Mortgagee or any designee or affiliate thereof, may purchase at such sale.

(b) The Mortgaged Property may be sold subject to unpaid taxes and Permitted Real Property Encumbrances, and, after deducting all costs, fees and expenses of Mortgagee (including costs of evidence of title in connection with the sale), Mortgagee or an officer that makes any sale shall apply the proceeds of sale in the manner set forth in Section 2.08.

(c) Any foreclosure or other sale of less than the whole of the Mortgaged Property or any defective or irregular sale made hereunder shall not exhaust the power of foreclosure or of sale provided for herein; and subsequent sales may be made hereunder until the Obligations have been satisfied, or the entirety of the Mortgaged Property has been sold.

(d) If an Event of Default shall occur and be continuing, Mortgagee may instead of, or in addition to, exercising the rights described in Section 2.06(a) above and either with or without entry or taking possession as herein permitted, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to specifically enforce payment of some or all of the Obligations, or the performance of any term, covenant, condition or agreement

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of this Mortgage or any other applicable Financing Document or any other right, or (ii) to pursue any other remedy available to Mortgagee, all as Mortgagee shall determine most effectual for such purposes.

SECTION 2.07 Other Remedies. (a) In case an Event of Default shall occur and be continuing, Mortgagee may also exercise, to the extent not prohibited by law, any or all of the remedies available to a secured party under the UCC.

(b) In connection with a sale of the Mortgaged Property or any Personal Property and the application of the proceeds of sale as provided in Section 2.08, Mortgagee shall be entitled to enforce payment of and to receive up to the principal amount of the Obligations, plus all other charges, payments and costs due under this Mortgage, and to recover a deficiency judgment for any portion of the aggregate principal amount of the Obligations remaining unpaid, with interest.

SECTION 2.08 Application of Sale Proceeds and Rents. After any foreclosure sale of all or any of the Mortgaged Property, Mortgagee shall receive and apply the proceeds of the sale together with any Rents that may have been collected and any other sums that then may be held by Mortgagee under this Mortgage as provided in the U.S. Intercreditor Agreement.

The Mortgagee shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Mortgage and the U.S. Intercreditor Agreement. Upon any sale of the Mortgaged Property by the Mortgagee (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Mortgagee or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Mortgaged Property so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Mortgagee or such officer or be answerable in any way for the misapplication thereof.

SECTION 2.09 Mortgagor as Tenant Holding Over. If Mortgagor remains in possession of any of the Mortgaged Property after any foreclosure sale by Mortgagee, at Mortgagee's election Mortgagor shall be deemed a tenant holding over and shall forthwith surrender possession to the purchaser or purchasers at such sale or be summarily dispossessed or evicted according to provisions of law applicable to tenants holding over.

SECTION 2.10 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Mortgagor waives, to the extent not prohibited by law, (i) the benefit of all laws now existing or that hereafter may be enacted (x) providing for any appraisement or valuation of any portion of the Mortgaged Property and/or (y) in any way extending the time for the enforcement or the collection of amounts due under any of the Obligations or creating or extending a period of redemption from any sale made in collecting said debt or any other amounts due Mortgagee, (ii) any right to at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any homestead exemption, stay, statute of limitations, extension or redemption, or sale of the Mortgaged Property as separate tracts, units or estates or as a single parcel in the event of foreclosure or notice of deficiency, and (iii) all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due

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the whole of or each of the Obligations and marshaling in the event of foreclosure of this Mortgage.

SECTION 2.11 Discontinuance of Proceedings. In case Mortgagee shall proceed to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall be discontinued or abandoned for any reason, or shall be determined adversely to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had been taken.

SECTION 2.12 Suits To Protect the Mortgaged Property. Mortgagee shall have power (a) to institute and maintain suits and proceedings to prevent any material impairment of the Mortgaged Property by any acts that may be unlawful or in violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the Rents arising therefrom and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of or compliance with such enactment, rule or order would materially impair the security or be prejudicial to the interest of Mortgagee hereunder.

SECTION 2.13 Filing Proofs of Claim. In case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor, Mortgagee shall, to the extent permitted by law, be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Mortgagee allowed in such proceedings for the Obligations secured by this Mortgage at the date of the institution of such proceedings and for any interest accrued, late charges and additional interest or other amounts due or that may become due and payable hereunder after such date.

SECTION 2.14 Possession by Mortgagee. Notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor, any of its property or the Mortgaged Property, Mortgagee shall be entitled, to the extent not prohibited by law, to remain in possession and control of all parts of the Mortgaged Property now or hereafter granted under this Mortgage to Mortgagee in accordance with the terms hereof and applicable law.

SECTION 2.15 Waiver. (a) No delay or failure by Mortgagee to exercise any right, power or remedy accruing upon any breach or Event of Default shall exhaust or impair any such right, power or remedy or be construed to be a waiver of any such breach or Event of Default or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee. No consent or waiver by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of the Obligations shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or of any other Obligations by Mortgagor hereunder. No failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies consequent on any future Event of Default by Mortgagor.

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(b) Even if Mortgagee (i) grants some forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security for the payment of any sums secured hereby, (iii) waives or does not exercise some right granted herein or under the Loan Documents, (iv) releases a part of the Mortgaged Property from this Mortgage, (v) agrees to change some of the terms, covenants, conditions or agreements of any of the Loan Documents, (vi) consents to the filing of a map, plat or replat affecting the Premises, (vii) consents to the granting of an easement or other right affecting the Premises or (viii) makes or consents to an agreement subordinating Mortgagee's lien on the Mortgaged Property hereunder; no such act or omission shall preclude Mortgagee from exercising any other right, power or privilege herein granted or intended to be granted in the event of any breach or Event of Default then made or of any subsequent default; nor, except as otherwise expressly provided in an instrument executed by Mortgagee, shall this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or part of the Mortgaged Property, Mortgagee is hereby authorized and empowered to deal with any vender or transferee with reference to the Mortgaged Property secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings.

SECTION 2.16 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, and each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE III

Miscellaneous

SECTION 3.01 Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and the remainder of this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 3.02 Notices. All notices and communications hereunder shall be in writing and in accordance with the terms of the applicable Financing Documents, and directed to Mortgagor at the address set forth on the first page of this Mortgage and to the Mortgagee as provided in the applicable Financing Documents.

SECTION 3.03 Successors and Assigns. This Mortgage and the provisions hereof shall be binding on and inure to, the benefit of the permitted successors and assigns of Mortgagor and the successors and assigns of the Mortgagee.

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SECTION 3.04 Satisfaction and Cancellation. (a) The lien upon the Mortgaged Property in favor of Mortgagee created and consummated by this Mortgage and the Security Interests shall terminate pursuant to and in accordance with the terms of the U.S. Intercreditor Agreement; provided, however, this Mortgage and the Security Interests shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by any Secured Party or Mortgagor upon the bankruptcy or reorganization of Crown Holdings, CCSC, Crown International, Crown Usco, Crown Euroco, Mortgagor or otherwise.

(b) In connection with any termination or release pursuant to the U.S. Intercreditor Agreement, this Mortgage shall be marked "satisfied" by the Mortgagee, and this Mortgage shall be canceled of record at the request and at the expense of the Mortgagor. Mortgagee shall execute any documents reasonably requested by Mortgagor to accomplish the foregoing or to accomplish any release contemplated by this Section 3.04 and Mortgagor will pay all costs and expenses, including reasonable attorneys' fees, disbursements and other charges, incurred by Mortgagee in connection with the preparation and execution of such documents. Any execution and delivery of such releases or other documents pursuant to this Section 3.04 shall be without recourse to or warranty by the Mortgagee.

SECTION 3.05 Rules of Interpretation. The rules of interpretation specified in the Credit Agreement shall be applicable to this Mortgage.

SECTION 3.06 Multisite Real Estate Transaction. Mortgagor acknowledges that this Mortgage is one of a number of mortgages, deeds of trust and deeds to secure debt (the "**Other Mortgages**") and Security Documents that secure the Obligations. Mortgagor agrees that the Security Interests granted by this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee, and without limiting the generality of the foregoing, the Security Interest granted hereby shall not be impaired by any acceptance by the Mortgagee of any security for or guarantees of any of the Obligations hereby secured, or by any failure, neglect or omission on the part of Mortgagee to realize upon or protect any Obligation or indebtedness hereby secured or any collateral security therefor including the Other Mortgages and other Security Documents. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Obligations secured or of any of the collateral security therefor, including the Other Mortgages and other Security Documents or of any guarantee thereof, and Mortgagee may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Mortgages and other Security Documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Mortgagee's rights and remedies under any or all of the Other Mortgages and other Security Documents shall not in any manner impair the indebtedness hereby secured or the lien of this Mortgage and any exercise of the rights or remedies of Mortgagee hereunder shall not impair the lien of any of the Other Mortgages and other Security Documents or any of Mortgagee's rights and remedies thereunder. Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the Other Mortgages and other Security Documents separately or concurrently and in any order that it may deem appropriate and waives any rights of subrogation.

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SECTION 3.07 U.S. Intercreditor Agreement. By becoming a party to this Mortgage, the Mortgagor agrees to be bound by the terms of the U.S. Intercreditor Agreement and, without limiting the generality of the foregoing, expressly agrees that all obligations and liabilities of a "U.S. Pledgor" thereunder apply to the Mortgagor with the same force and effect as if the Mortgagor were a signatory thereto.

SECTION 3.08 Definitions. The following terms shall have the following meanings:

"Event of Default" shall mean any "Event of Default" under the Credit Agreement as such term is defined in the Credit Agreement until all Obligations under the Credit Agreement, the other Loan Documents, the Bank Related Hedging Agreements and the Bank Related Cash Management Agreement have been indefeasibly repaid in full without any refinancing thereof through the incurrence of Indebtedness having a Lien on the Collateral and all Letters of Credit issued in connection with the Credit Agreement have terminated, and thereafter shall mean any "Event of Default" as defined in the First Lien Notes Documents or any Additional First Priority Capital Markets Indebtedness Documents.

"Exempted Indebtedness" shall mean any Indebtedness or other obligation which would be considered "Exempted Indebtedness" under (and as defined in) any indenture, agreement or instrument governing or evidencing any Debentures or CCSFPLC 2006 Notes as such indenture, agreement or instrument is in effect on the date hereof.

"Financing Documents" shall mean, collectively, the Loan Documents, the First Lien Notes Documents, the Bank Related Hedging Agreements, the Bank Related Cash Management Agreements, and the Additional First Priority Capital Markets Indebtedness Documents.

"Mortgaged Property" shall mean

(1) all of Mortgagor's right, title and interest in the land more particularly described on Exhibit A hereto (the "**Land**"), together with all rights appurtenant thereto, including, without limitation, the easements over certain other adjoining land granted by any easement agreements, covenant or restrictive agreements and all air rights, mineral rights, water rights, oil and gas rights and development rights, if any, relating thereto, and also together with all of the other easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim or demand whatsoever of Mortgagor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired (the "**Premises**");

(2) all of Mortgagor's right, title and interest in all buildings, improvements, structures, paving, parking areas, walkways and landscaping now or hereafter erected or located upon the Land, and all fixtures of every kind and type affixed to the Premises or attached to or forming part of any structures, buildings or improvements and replacements thereof now or hereafter erected or located upon the Land (the "**Improvements**");

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(3) all of Mortgagor's right, title and interest in all apparatus, movable appliances, building materials, equipment, fittings, furnishings, furniture, machinery and other articles of tangible personal property of every kind and nature, and replacements thereof, now or at any time hereafter placed upon and used in any way in connection with the use, enjoyment, occupancy or operation of the Improvements or the Premises, including all of Mortgagor's books and records relating thereto and including all pumps, tanks, goods, machinery, tools, equipment, (including, without limitation, fire sprinklers and alarm systems, fire prevention or control systems, cleaning rigs, air conditioning, heating, boilers, refrigerating, electronic monitoring, water, loading, unloading, lighting, power, sanitation, waste removal, entertainment, communications, computers, recreational, window or structural, maintenance, truck or car repair and all other equipment of every kind), lifts, and all other indoor or outdoor furniture (including, without limitation, tables, chairs, planters, desks, sofas, racks, shelves, lockers and cabinets), uniforms, linens, memorabilia and other decorative items, furnishings, appliances, supplies, inventory, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, freezers, refrigerators, signs (indoor and outdoor), computer systems, cash registers and inventory control systems, and all other apparatus, equipment, furniture, furnishings, and articles used in connection with the use or operation of the Improvements or the Premises, it being understood that the enumeration of any specific articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned (the property referred to in this sub-paragraph (3), the "**Personal Property**");

(4) all of Mortgagor's right, title and interest in all general intangibles owned by Mortgagor and relating to design, development, operation, management and use of the Premises or the Improvements, all certificates of occupancy, zoning variances, building, use or other permits, approvals, authorizations and consents obtained from and all materials prepared for filing or filed with any governmental agency in connection with the development, use, operation or management of the Premises and Improvements, all construction, service, engineering, consulting, leasing, architectural and other similar contracts concerning the design, construction, management, operation, occupancy and/or use of the Premises and Improvements, all architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, environmental studies, engineering reports and similar materials relating to any portion of or all of the Premises and Improvements, and all payment and performance bonds or warranties or guarantees relating to the Premises or the Improvements, all to the extent assignable (the "**Permits, Plans and Warranties**");

(5) all of Mortgagor's right, title and interest in all now or hereafter existing leases or licenses (under which Mortgagor is landlord or licensor) and subleases (under which Mortgagor is sublandlord), concession, management, mineral or other agreements of a similar kind that permit the use or occupancy of the Premises or the Improvements for any purpose in return for any payment, or the extraction or taking of any gas, oil, water or other minerals from the Premises in return for payment of any fee, rent or royalty (collectively, "**Leases**"), and all agreements or contracts for the sale or other disposition of all or any part of the Premises or the Improvements, now or hereafter entered into by

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Mortgagor, together with all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable thereunder ("**Rents**");

(6) all of Mortgagor's right, title and interest in all real estate tax refunds and all proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property into cash or liquidated claims ("**Proceeds**"), including Proceeds of insurance maintained by the Mortgagor and condemnation awards, any awards that may become due by reason of the taking by eminent domain or any transfer in lieu thereof of the whole or any part of the Premises or Improvements or any rights appurtenant thereto, and any awards for change of grade of streets, together with any and all moneys now or hereafter on deposit for the payment of real estate taxes, assessments or common area charges levied against the Mortgaged Property, unearned premiums on policies of fire and other insurance maintained by the Mortgagor covering any interest in the Mortgaged Property or required by the applicable Financing Documents; and

(7) all of Mortgagor's right, title and interest in all extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to, the Land, the Premises, the Improvements, the Personal Property, the Permits, Plans and Warranties and the Leases, hereinafter acquired by or released to the Mortgagor or constructed, assembled or placed by the Mortgagor on the Land, the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, deed of trust, conveyance, assignment or other act by the Mortgagor, all of which shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described herein.

"**Secured Parties**" shall mean (a) the Administrative Agent (for its benefit and the benefit of the Lenders (including any Lenders of Additional First Priority Bank Indebtedness)), (b) the U.K. Administrative Agent (for its benefit and the benefit of the Lenders (including any Lenders of Additional First Priority Bank Indebtedness) and the other Agents), (c) Mortgagee (for its benefit and the benefit of the other Secured Parties), (d) the Canadian Administrative Agent (for its benefit and the benefit of the Lenders (including any Lenders of Additional First Priority Bank Indebtedness)) (e) the Bank Related Hedging Exchangers who have executed and delivered an Intercreditor Acknowledgment, if any, (f) the Bank Related Cash Management Exchangers who have executed and delivered an Intercreditor Acknowledgment, if any, (g) the First Priority Notes Trustee (for its benefit and the benefit of the holders of the First Priority Notes) and (h) in the event any obligations in respect of Additional First Priority Capital Markets Indebtedness are to be secured by this Mortgage, the Additional First Priority Capital Markets Indebtedness Representative in respect of such Additional First Priority Capital Markets Indebtedness (for its benefit and for the benefit of the holders of such Additional First Priority Capital Markets Indebtedness).

"**U.S. Security Agreement**" shall have the meaning assigned to such term in the Credit Agreement.

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Capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

ARTICLE IV

Particular Provisions

This Mortgage is subject to the following provisions relating to the particular laws of the state wherein the Premises are located:

SECTION 4.01 Applicable Law; Certain Particular Provisions. This Mortgage shall be governed by and construed in accordance with the internal law of the State of New York; provided, that the provisions of this Mortgage relating to the creation, perfection and enforcement of the lien and security interest created by this Mortgage in respect of the Mortgaged Property and the exercise of each remedy provided hereby, including the appointment of a receiver, the power of foreclosure or power of sale procedures set forth in this Mortgage, shall be governed by and construed in accordance with the internal law of the state where the Mortgaged Property is located, and Mortgagor and Mortgagee agree to submit to jurisdiction and the laying of venue for any suit on this Mortgage in such state. The terms and provisions set forth in Appendix A attached hereto are hereby incorporated by reference as though fully set forth herein. In the event of any conflict between the terms and provisions contained in the body of this Mortgage and the terms and provisions set forth in Appendix A, the terms and provisions set forth in Appendix A shall govern and control.

SECTION 4.02 Concerning Mortgagee. (i) Mortgagee has been appointed as “U.S. Collateral Agent” pursuant to the U.S. Intercreditor Agreement. The actions of Mortgagee hereunder are subject to the provisions of the U.S. Intercreditor Agreement. Mortgagee 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 action (including, without limitation, the release or substitution of the Mortgaged Property), in accordance with this Mortgage and the U.S. Intercreditor Agreement. Mortgagee may employ agents and attorneys-in-fact in connection herewith and shall not be liable for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith. Mortgagee may resign and a successor U.S. Collateral Agent may be appointed in the manner provided in the U.S. Intercreditor Agreement. Upon the acceptance of any appointment as the “U.S. Collateral Agent” by a successor U.S. Collateral Agent, that successor U.S. Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring U.S. Collateral Agent under this Mortgage, and the retiring U.S. Collateral Agent shall thereupon be discharged from its duties and obligations under this Mortgage. After any retiring U.S. Collateral Agent’s resignation, the provisions hereof shall inure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was the “U.S. Collateral Agent”.

(ii) Mortgagee shall be entitled to rely upon any written notice, statement, certificate, order or other document or any telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper person, and, with respect to all matters pertaining to this Mortgage and its duties hereunder, upon advice of counsel selected by it.

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(iii) If any item of Mortgaged Property also constitutes collateral granted to Mortgagee under any other deed of trust, mortgage, security agreement, pledge or instrument of any type, in the event of any conflict between the provisions hereof and the provisions of such other deed of trust, mortgage, security agreement, pledge or instrument of any type in respect of such collateral, Mortgagee, in its sole discretion, shall select which provision or provisions shall control.

SECTION 4.03 Mortgagee May Perform; Mortgagee Appointed Attorney-in-Fact. If Mortgagor shall fail to perform any covenants contained in this Mortgage, after applicable grace periods, (including, without limitation, Mortgagor's covenants to (i) pay the premiums in respect of all required insurance policies hereunder, (ii) pay charges, (iii) make repairs, (iv) discharge liens or (v) pay or perform any obligations of Mortgagor under any Mortgaged Property) or if any warranty on the part of Mortgagor contained herein shall be breached, Mortgagee may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose; provided, however, that Mortgagee shall in no event be bound to inquire into the validity of any tax, lien, imposition or other obligation which Mortgagor fails to pay or perform as and when required hereby and which Mortgagor does not contest in accordance with the provisions of the applicable Financing Documents. Any and all amounts so expended by Mortgagee shall be paid by the Mortgagor in accordance with the provisions of Section 4.04 hereof. Neither the provisions of this Section 4.03 nor any action taken by Mortgagee pursuant to the provisions of this Section 4.03 shall prevent any such failure to observe any covenant contained in this Mortgage nor any breach of warranty from constituting an Event of Default. Mortgagor hereby appoints Mortgagee its attorney-in fact, with full authority in the place and stead of Mortgagor and in the name of Mortgagor, or otherwise, from time to time in Mortgagee's discretion to take any action and to execute any instrument consistent with the terms of the U.S. Intercreditor Agreement and the other applicable Financing Documents that Mortgagee may deem necessary or advisable to accomplish the purposes hereof. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term hereof. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

SECTION 4.04 Expenses. Mortgagor will upon demand pay to Mortgagee the amount of any and all costs and expenses, including the fees and expenses of its counsel and the fees and expenses of any experts and agents which Mortgagee may incur in connection with (i) any action, suit or other proceeding affecting the Mortgaged Property or any part thereof commenced, in which action, suit or proceeding Mortgagee is made a party or participates or in which the right to use the Mortgaged Property or any part thereof is threatened, or in which it becomes necessary in the judgment of Mortgagee to defend or uphold the Security Interest hereof (including, without limitation, any action, suit or proceeding to establish or uphold the compliance of the Mortgaged Property with any requirements of any Governmental Authority or law), (ii) the collection of the Obligations, (iii) the enforcement and administration hereof, (iv) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Mortgaged Property, (v) the exercise or enforcement of any of the rights of Mortgagee or any other Secured Party hereunder or (vi) the failure by Mortgagor to perform or observe any of the provisions hereof. All amounts expended by Mortgagee and payable by Mortgagor under this Section 4.04 shall be due upon demand therefor (together with interest thereon accruing at the highest rate then in effect under any Financing Document during the period from and including the date on which such funds were so

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expended to the date of repayment) and shall be part of the Obligations. Mortgagor's obligations under this Section 4.04 shall survive the termination hereof and the discharge of Mortgagor's other obligations under this Mortgage, the U.S. Intercreditor Agreement and the other applicable Financing Documents.

SECTION 4.05 Indemnity.

(i) Indemnity. Mortgagor agrees to indemnify, pay and hold harmless Mortgagee and each of the other Secured Parties and the officers, directors, employees, agents and Affiliates of Mortgagee and each of the other Secured Parties (collectively, the "**Indemnitees**") from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs (including, without limitation, settlement costs), expenses or disbursements of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding, commenced or threatened, whether or not such Indemnatee shall be designated a party thereto) which may be imposed on, incurred by, or asserted against that Indemnatee, in any manner relating to or arising out of this Mortgage, the applicable Financing Documents or any other document evidencing the Obligations (including, without limitation, any misrepresentation by Mortgagor in this Mortgage, the U.S. Intercreditor Agreement, any other Security Document or any other document evidencing the Obligations) (the "**Indemnified Liabilities**"); provided, however, that Mortgagor shall have no obligation to an Indemnatee hereunder with respect to Indemnified Liabilities if it has been determined by a final decision (after all appeals and the expiration of time to appeal) of a court of competent jurisdiction that such Indemnified Liabilities arose from the gross negligence or willful misconduct of that Indemnatee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, Mortgagor shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by the Indemnitees or any of them.

(ii) Survival. The obligations of Mortgagor contained in this Section 4.05 shall survive the termination hereof and the discharge of Mortgagor's other obligations under this Mortgage, the U.S. Intercreditor Agreement and under the other Financing Documents.

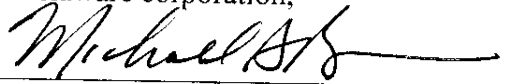
(iii) Reimbursement. Any amounts paid by any Indemnatee as to which such Indemnatee has the right to reimbursement shall constitute Obligations secured by the Mortgaged Property.

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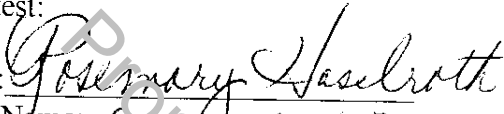
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IN WITNESS WHEREOF, this Mortgage has been duly executed and delivered to Mortgagee by Mortgagor on the date of the acknowledgment attached hereto.

CROWN PACKAGING TECHNOLOGY,
INC., a Delaware corporation,

By: 
Name: Michael B Bane
Title: V.P. + Treasurer

Attest:

By: 
Name: Rosemary Haselroth
Title: Asst Secretary

[Corporate Seal]

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CORPORATE ACKNOWLEDGMENT (NOTARY)

STATE OF Pennsylvania)
) ss.:
 COUNTY OF Philadelphia)

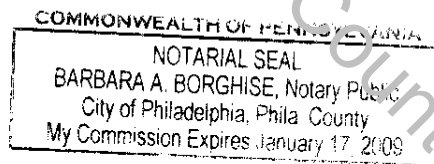
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael D. Borg, personally known to me to be the V.P. + Treasurer of CROWN PACKAGING TECHNOLOGY, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that as such V.P. + Treasurer, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 16th day of November, 2005.

Barbara A. Borchise
 Notary Public

Commission Expires: _____

(Official Seal)



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Exhibit A
to Mortgage

Description of the Land

PARCEL 1:

That part of the west 2/3 of the southwest 1/4 of section 21, Township 37 north, Range 13, East of the Third Principal Meridian, Bounded and Described as follows: Beginning at the intersection of the East line of the West 33 feet of said Southwest 1/4 (said East Line also being the East Line of Central Avenue) with the South line of the North 33 feet of said Southwest 1/4 (said South line also being the South line of 115th Street); thence East along the South line of 115th Street, 1537.18 feet to an intersection with a line which is 200 feet, measured perpendicularly, West from and parallel with the East line of the said West 2/3 of the Southwest 1/4; thence South on last described line a distance of 1217.79 feet; thence Northwesterly on a curve convex to the Northeast, having a radius of 420 feet and an arc distance of 529.45 feet to a point which is 959 feet South from the North line of said Southwest 1/4 and 599.85 feet, measured parallel with said North line of the Southwest 1/4; West from the East line of said West 2/3 of The Southwest 1/4, thence West along a line which is 959 feet South from and parallel with North line of said Southwest 1/4, (said parallel line being Tangent to last described curve), A distance of 1137.53 feet to a point on the East line of Central Avenue; thence North on the East line of Central Avenue, a distance of 926 feet to the point of beginning, (Excepting those parts thereof taken or used for 115th Street and Central Avenue) in Cook County, Illinois.

PARCEL 2:

Lot 3 in Carmody subdivision, being a subdivision in the East 1/2 of the Southeast 1/4 of Section 20, Township 37 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded December 31, 1985 as Document 85346030 in the Office of the Recorder of Deeds in Cook County, Illinois.

Property Identification Number(s): 24-20-401-013-0000

Property Address(es): 11535 South Central Avenue, Alsip, Illinois 60482 and
5555 W. 115th Street, Alsip, Illinois 60482

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Appendix A
to Mortgage

Local Law Provisions (Illinois)

The following provisions are added to Article IV:

SECTION 4.06 Illinois Mortgage Foreclosure Law. 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”), Illinois Compiled Statutes, 735 ILCS 5/15-1101 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 or the Credit Agreement 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 Mortgagee shall continue in 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 this Mortgage, or the Credit Agreement or by the Act (collectively “**Protective Advances**”), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to:

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

(2) payments by Mortgagee of (i) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (ii) 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 this Mortgaged Property or any part thereof; (iii) other

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obligations authorized by this Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

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

(4) attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Mortgage as referred to in Section 5/15-1504(d)(2) and 5/15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against Mortgagee for the enforcement of this Mortgage or arising from the interest of Mortgagee hereunder, or (iii) in preparation for or in connection with the commencement, prosecution or defense of any other action related to this Mortgage or the Mortgaged Property;

(5) 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 5/15-1508(b)(1) of the Act;

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

(7) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (i) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (ii) 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; (iii) 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 on maintaining existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property imposed by Section 5/15-1704(c)(1) of the Act; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments deemed by 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; (vi) 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; (vii) 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; (viii) payments required to be paid by Mortgagor or Mortgagee pursuant to any lease or other

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agreement for occupancy of the Mortgaged Property, and (ix) if the Mortgage is insured, payment of FHA or private mortgage insurance required to keep such insurance in force.

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 Default Interest Rate.

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 5/15-1302 of the Act.

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 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 5/15-1603(d) and 5/15-1603(e) of the Act;

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

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

(vi) computation of any deficiency judgment pursuant to Sections 5/15-1508(b)(2), 5/15-1508(e) and 5/15-1511 of the Act;

(d) In addition to any provision of this Mortgage authorizing 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 5/15-1701 and 5/15-1702 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 5/15-1701 and 5/15-1703 of the Act; and

(e) Mortgagor acknowledges that the Mortgaged Property does not constitute agricultural real estate, as said term is defined in Section 5/15-1201 of the Act, or

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residential real estate as defined in Section 5/15-1219 of the Act. Pursuant to Section 5/15-1601(b) of the Act, Mortgagor hereby waives any and all right of redemption.

SECTION 4.07 Future Advances; Revolving Credit. Mortgagee is obligated under the terms of the Credit Agreement to make advances to the Borrowers 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 5/15-1302(b)(1) of the Act. Mortgagor covenants and agrees that this Mortgage shall secure the payment of the Obligations, 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 Mortgagee 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 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 Obligations may increase or decrease from time to time, but the total unpaid principal balance of the Obligations (including disbursements which Mortgagee may make under this Mortgage or any other document or instrument evidencing or securing the Obligations) 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 4.08 Business Loan. The proceeds of the Obligations shall be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligation secured hereby constitutes (a) a "business loan" as that term is defined in, and for all purposes of, 815 ILCS 205/4(l)(c), and (b) a "loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(l)(1).

SECTION 4.09 Subordination of Property Manager's Lien and Real Estate Broker's Lien. Any property management agreement for the Mortgaged Property entered into hereafter by Mortgagor with a property manager who is an Affiliate of Mortgagor shall contain a "lien subordination" provision whereby the property manager subordinates any and all mechanics' lien rights that the property manager may have pursuant to the Illinois Mechanics Lien Act, 770 ILCS 60/1 et seq. Such property management agreement or a short form thereof shall, at Mortgagee's request, be recorded with the Recorder of Deeds of the County where the Mortgaged Property is located. In addition, Mortgagor shall use commercially reasonable efforts to cause any other property manager for the Mortgaged Property to enter into a subordination of management agreement with Mortgagee, in recordable form, whereby the property manager subordinates present and future lien rights and those of any party claiming by, through or under the property manager, to the lien of this Mortgage. Any agreement entered into hereafter by Mortgagor or any agent of Mortgagor with any "broker" (as defined in the Real Estate License Act of 1983, 225 ILCS 455/1 et seq.) that is an affiliate of Mortgagor for the purpose of selling, leasing or otherwise conveying an interest in the Mortgaged Property shall contain a "no lien" provision whereby such broker waives and releases any and all lien rights that such broker or anyone claiming by, through

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or under such broker may have pursuant to the Commercial Broker Lien Act, 770 ILCS 15/1 et seq. Mortgagor shall use commercially reasonable efforts to cause any other broker to enter into a subordination agreement with Mortgagee, in recordable form, whereby such broker, on its own behalf and on behalf of any party claiming by, through or under such broker, subordinates present and future lien rights to the lien of this Mortgage.

Property of Cook County Clerk's Office