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Cook County Recorder of Deeds  
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Leila Rachlin, Esq.  
White & Case LLP  
1155 Avenue of the Americas  
New York, New York 10036  
(212) 819-8720  
1111779/1717

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

made by

**IMCO RECYCLING OF ILLINOIS INC.,**

as the Mortgagor,

to

**DEUTSCHE BANK AG NEW YORK BRANCH,**  
as Collateral Agent for the Secured Creditors described herein,  
as the Mortgagee

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THIS DOCUMENT IS INTENDED TO BE RECORDED IN COOK COUNTY ILLINOIS

1 of 4  
\$352225  
M. Dummer

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## FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING (as amended, modified or supplemented from time to time, this "First Amendment"), is made as of December 19, 2006, by and between IMCO RECYCLING OF ILLINOIS INC., an Illinois corporation, having an address at 25825 Science Park Drive, Beachwood, OH 4412, as the Mortgagor (the "Mortgagor"), and DEUTSCHE BANK AG NEW YORK BRANCH, successor to Citicorp North America, Inc., with an office at 60 Wall Street, New York, New York 10005, as Collateral Agent (the "Mortgagee") for the benefit of the Secured Creditors (as defined in the Mortgage, as defined herein). Except as otherwise defined herein, terms used herein and defined in the Credit Agreement referred to below shall be used herein as so defined.

### WITNESSETH:

WHEREAS, Aleris International, Inc., a Delaware corporation ("Aleris" or the "U.S. Borrower"), Aleris Deutschland Holding GmbH, a company with limited liability formed under the laws of Germany (the "German Borrower" and, together with the U.S. Borrower, each a "Borrower" and, collectively, the "Borrowers"), the lenders party thereto from time to time, Citicorp North America, Inc., as Collateral Agent and Deutsche Bank AG New York Branch, as administrative agent (in such capacity, the "Administrative Agent") entered into a Term Loan Agreement, dated as of August 1, 2006 (the "Existing Credit Agreement"), providing for the making of Loans to the Borrowers.

WHEREAS, the Mortgagor entered into a U.S. Subsidiaries Guaranty dated as of August 1, 2006 for the benefit of the Secured Creditors whereby the Mortgagor guaranteed to the Secured Creditors the payment when due of all Guaranteed Obligations (as defined therein);

WHEREAS, in accordance with the Existing Credit Agreement, the Mortgagor executed a Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, dated as of August 1, 2006, in favor of Citicorp North America, Inc. as Collateral Agent for the benefit of the Secured Creditors, and recorded on August 11, 2006 as Document Number 0622310010, in the Office of the Recorder of Deeds of Cook County, Illinois (as amended hereby and as further amended, modified or supplemented from time to time, the "Mortgage") encumbering certain real property (the "Property") more particularly described on Exhibit A annexed thereto;

WHEREAS, the Mortgagor is the owner of fee simple title to the Mortgaged Property (as defined in the Mortgage);

WHEREAS, Aurora Acquisition Merger Sub, Inc., a Delaware corporation to be merged into Aleris International, Inc., the Borrowers, the Lenders and the Mortgagee have agreed to amend and restate the Existing Credit Agreement pursuant to an Amended and Restated Term Loan Agreement, dated as of December 19, 2006 (the "Amended and Restated Credit Agreement"). The Existing Credit Agreement as amended by the Amended and Restated Credit Agreement is collectively referred to herein as the "Credit Agreement";

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WHEREAS, the Amended and Restated Credit Agreement amended the credit facility to provide for inter alia, an extension of the Final Maturity Date and the extension of additional senior credit.

WHEREAS pursuant to that certain letter agreement, dated as of December 19, 2006, between Deutsche Bank AG New York Branch and Citicorp North America, Inc. ("Citicorp"), Citicorp has assigned its role as Collateral Agent with respect to the Credit Agreement to Deutsche Bank AG New York Branch;

WHEREAS, certain Borrowers and Guarantors have entered into that certain Amended and Restated U.S. Security Agreement, dated as of August 1, 2006 and amended and restated as of December 19, 2006 pursuant to which the U.S. Security Agreement is being amended as provided therein (including, without limitation, to include obligations under Secured Hedging Agreements as obligations under the relevant Guaranty or Security Document);

WHEREAS, the Mortgage remains in full force and effect and the security interest and the priority of such security interest granted to the existing Secured Creditors named therein continues (without interruption) thereunder;

WHEREAS, the Mortgagor desires to execute this First Amendment as required pursuant to the Amended and Restated Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing to the Mortgagor, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby makes the following representations and warranties and hereby covenants and agrees with the Mortgagee as follows:

1. The Mortgagor hereby acknowledges and agrees that the Mortgage secures the Obligations (as defined in the Mortgage) as amended pursuant to the First Amendment. The figure \$2,550,000,000 appearing in Section 1.15 of the Addendum to the Mortgage is deleted and the figure \$3,675,000,000 is substituted in lieu thereof.

2. The date appearing in Section 1.14 of the Addendum to the Mortgage is hereby deleted and the date December 19, 2013 is substituted in lieu thereof.

3. The first paragraph of the Mortgage is amended by deleting the text "Citicorp North America, Inc. (together with any successor mortgagee, the "Mortgagee)", having an address at 388 Greenwich Street, 20th Floor, New York, New York 10013" and inserting "Deutsche Bank AG New York Branch (together with any successor mortgagee, the "Mortgagee)", having an address at 60 Wall Street, New York, New York 10005" in lieu thereof. All further references in the Mortgage to Citicorp North America, Inc. as Collateral Agent are hereby deleted and Deutsche Bank AG New York Branch is substituted in lieu thereof.

4. The first recital to the Mortgage is hereby amended by (i) inserting the text "Aurora Acquisition Merger Sub, Inc.," immediately prior to the text "Aleris International, Inc." (ii) deleting the text "Secured Creditors" in the eighth line and inserting the text "Lender Creditors" in lieu thereof (iii) deleting the text "Citicorp North America, Inc., as syndication agent and as collateral agent (the "Collateral Agent")" and inserting the text "and as collateral agent (the "Collateral Agent")" after "(the "Administrative Agent")" (iv) inserting the text "Amended and Restated" immediately prior to "Term Loan Agreement" in the eighth and tenth lines and (v)

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deleting the text "the date hereof" in the ninth line and inserting "August 1, 2006 and amended and restated as of December 19, 2006," in lieu thereof.

5. The Mortgage is hereby further amended by inserting the following new recital immediately prior to the existing second recital thereof:

"WHEREAS, the U.S. Borrower and/or one or more of its Subsidiaries may at any time and from time to time enter into one or more Secured Hedging Agreements (as defined in the U.S. Security Agreement) with one or more Persons (other than the Borrowers or their Subsidiaries) (the "Other Creditors" and collectively, with the Lender Creditors, the "Secured Creditors");".

6. The sixth and the seventh recitals to the Mortgage are hereby deleted in their entirety and the following sixth and seventh recitals (which shall be the seventh and eighth recitals) are hereby inserted in lieu thereof:

"WHEREAS, it is a condition precedent to (i) the making and/or continuation of Loans to the Borrowers under the Credit Agreement and (ii) the Other Creditors entering into Secured Hedging Agreements, that the Mortgagor shall have executed and delivered to the Collateral Agent this Mortgage; and

WHEREAS, the Mortgagor will obtain benefits from the incurrence and/or continuation of Loans by the Borrowers, and the entering into by the Borrowers and/or one or more of their respective Subsidiaries of Secured Hedging Agreements, and, accordingly, the Mortgagor desires to enter into this Mortgage in order to (i) satisfy the condition described in the preceding paragraph and (ii) induce (x) the Lenders to make and/or continue Loans to the Borrowers and (y) the Other Creditors to enter into Secured Hedging Agreements with the Borrowers and/or one or more of their respective Subsidiaries;".

7. The eighth recital to the Mortgage is hereby deleted in its entirety and the following eighth recital (which shall be a ninth recital) is hereby inserted in lieu thereof:

WHEREAS, the Mortgagor desires to enter into this Mortgage to secure (and this Mortgage shall secure), subject to the terms of the Amended and Restated Intercreditor Agreement with respect to the rights and remedies between the Mortgagee and the ABL Collateral Agent, the following:

(i) the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, unpaid principal, premium, interest (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of the Mortgagor at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding), fees, costs and indemnities) of the Mortgagor to the Lender Creditors, whether now existing or hereafter incurred under, arising out of, or in connection with, the Credit Agreement and the other Credit Documents to which the Mortgagor is a party (including, without limitation, in the event such Mortgagor is a Guarantor, all such obligations, liabilities and indebtedness of such Mortgagor

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under its Guaranty) (all such obligations, liabilities and indebtedness under this clause (i), except to the extent consisting of obligations or indebtedness with respect to the Secured Hedging Agreements being herein collectively called the "Credit Document Obligations");

(ii) the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of any Mortgagor at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding) owing by such Mortgagor to the Other Creditors, now existing or hereafter incurred under, arising out of or in connection with any Secured Hedging Agreement, whether such Secured Hedging Agreement is now in existence or hereinafter arising (including, without limitation, in the case of a Mortgagor that is a Guarantor, all obligations, liabilities and indebtedness of such Mortgagor under its Guaranty in respect of the Secured Hedging Agreements), (all such obligations, liabilities and indebtedness under this clause (ii) being herein collectively called the "Other Obligations");

(iii) any and all sums advanced by the Mortgagee in order to preserve the Mortgaged Property or preserve its security interest in the Mortgaged Property;

(iv) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities of the Mortgagor referred to in clauses (i) and (ii) above, after an Event of Default shall have occurred and be continuing, the reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Mortgaged Property, or of any exercise by the Collateral Agent of its rights hereunder, together with reasonable attorneys' fees and court costs;

(v) all amounts paid by any Indemnitee (as defined in Section 4.10 hereof) as to which such Indemnitee has the right to reimbursement under Section 4.10 hereof; and

(vi) all amounts owing to any Agent or any of its affiliates pursuant to any of the Credit Documents in its capacity as such;

all such obligations, liabilities, indebtedness, fees, amounts, sums and expenses set forth in clauses (i) through (vi) above, whether outstanding on the date of this Mortgage or extended, accruing or paid from time to time after the date of this Mortgage, being herein collectively called the "Obligations".

8. The definition of "Secured Debt Agreements" appearing in Section 1.03 of the Mortgage is hereby amended (i) inserting the text "(w)" immediately before the text "this Mortgage" appearing therein, (ii) deleting the text "and the other Credit Documents" appearing therein and (iii) inserting the text "(x) the other Credit Documents (y) the Secured Hedging Agreements and (z) the Secured Hedging Agreement Intercreditor Agreement entered into by the Collateral Agent with an Other Creditor" in lieu thereof.

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9. The definition of “Event of Default” appearing in Section 4.01 of the Mortgage is hereby amended by deleting the text “payment default on any of the Obligations” in the sixth line and inserting the text “event of default under any Secured Hedging Agreement or any payment default on any of the other Obligations” in lieu thereof.

10. Section 6.27 of the Mortgage is hereby amended by deleting the text in its entirety and the following is hereby inserted in lieu thereof:

Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS MORTGAGE IN ANY MORTGAGED PROPERTY AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY MORTGAGED PROPERTY HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE AMENDED AND RESTATED INTERCREDITOR AGREEMENT, DATED AS OF AUGUST 1, 2006 AS AMENDED AND RESTATED AS OF DECEMBER 19, 2006 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG AURORA ACQUISITION MERGER SUB, INC., ALERIS INTERNATIONAL, INC., A DELAWARE CORPORATION (THE “COMPANY”), EACH SUBSIDIARY OF ALERIS PARTY FROM TIME TO TIME THERETO, DEUTSCHE BANK AG NEW YORK BRANCH (“DBNY”), AS ABL ADMINISTRATIVE AGENT AND AS ABL COLLATERAL AGENT, DBNY, AS TERM ADMINISTRATIVE AGENT AND AS TERM COLLATERAL AGENT, AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS MORTGAGE, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

11. Article VII of the Mortgage is hereby amended by inserting the following new definitions in the correct alphabetical order:

“Other Obligations” shall have the meaning provided in the definition of “Obligations” in the recitals of this Mortgage.

“Secured Hedging Agreement” shall mean each Interest Rate Protection Agreement and/or Other Hedging Agreement; provided that (i) such Interest Rate Protection Agreement and/or Other Hedging Agreement expressly states that (x) it constitutes a “Secured Hedging Agreement” for purposes of the Credit Agreement and the other Credit Documents and (y) does not constitute a “Secured Hedging Agreement” for purposes of the ABL Credit Agreement, the ABL Security Documents or any guaranties relating to the ABL Credit Agreement, (ii) Aleris and the other parties thereto shall have delivered to the Collateral Agent a written notice specifying that such Interest Rate Protection Agreement and/or Other Hedging Agreement (x) constitutes a “Secured Hedging Agreement” for purposes of the Credit Agreement and the other Credit Documents, (y) does not constitute a “Secured Hedging Agreement” for purposes of the ABL Credit Agreement, the ABL Security Documents or any guaranties relating to the ABL Credit Agreement

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and (z) in the case of Aleris, that such Interest Rate Protection Agreement and/or Other Hedging Agreement and the obligations of Aleris and its Subsidiaries thereunder have been, and will be, incurred in compliance with the Credit Agreement and (iii) such Other Creditor has become party to the Secured Hedging Agreement Intercreditor Agreement with respect to the relevant Interest Rate Protection Agreement or Other Hedging Agreement on terms reasonably satisfactory to the Collateral Agent.

“Secured Hedging Agreement Intercreditor Agreement” shall mean the Secured Hedging Agreement Intercreditor Agreement dated as of December 19, 2006 among Aleris, the other grantors party thereto from time to time, the secured hedge counterparties party thereto from time to time and the Collateral Agent and the Administrative Agent (as amended, modified or supplemented from time to time).

12. It is hereby acknowledged and agreed that each reference in the Mortgage to the “Credit Agreement” shall mean and be a reference to the Existing Credit Agreement as amended by the Amended and Restated Credit Agreement.

13. The Mortgagor hereby reaffirms to the Secured Creditors each of the representations, warranties, covenants and agreements of the Mortgagor set forth in the Mortgage with the same force and effect as if each were separately stated herein and made as of the date hereof.

14. The Mortgagor hereby ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Mortgage, as modified by this First Amendment, and each and every other document and/or instrument which evidences and/or secures payment of the Obligations (as defined in the Mortgage) represent the valid, enforceable and collectible obligations of the Mortgagor and the Mortgagor further acknowledges there are no existing claims, defenses, personal or otherwise, or rights of set-off whatsoever with respect to any of the aforementioned instruments and/or documents known to the Mortgagor and further acknowledges and represents that, to the Mortgagor’s knowledge no event has occurred and no condition exists which would constitute an Event of Default under the Mortgage or the Credit Agreement either with or without notice or lapse of time or both.

15. The Mortgagor hereby waives, discharges and releases forever any and all existing claims, defenses, personal or otherwise, and rights of set-off known to the Mortgagor as of the date hereof that it may have against the Mortgagee or which might affect the enforceability by the Mortgagee of its various rights and remedies under the Mortgage and the other Secured Debt Agreements (as defined in the Mortgage).

16. Except as specifically modified herein, all of the terms and provisions of the Mortgage and all other documents executed by the parties hereto or binding upon the parties hereto in connection with the Mortgage are ratified and reaffirmed by the parties hereto, and are incorporated herein by reference, the Mortgagor specifically acknowledging the validity and enforceability thereof.

17. The Mortgagor agrees to pay all costs in connection herewith, including, but without limitation, recordation and filing fees, taxes (other than taxes based on gross receipts, income or revenue of the Mortgagee), reasonable attorneys’ fees and expenses, and, to the extent

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incurred in connection with updating the Mortgagee's existing title policy on the Property, charges for title examination and title insurance premiums. The Mortgagor agrees to have the Mortgagee's existing title insurance policy updated at its sole cost and expense, the endorsement thereto being subject to the Mortgagee's reasonable approval.

18. The liens, security interests, assignments and other rights evidenced by the Mortgage are hereby renewed, extended and modified to secure the Obligations in accordance with this First Amendment.

19. This First Amendment is limited as specified and other than the specific amendments contained herein shall not constitute an amendment, modification or waiver of, or otherwise affect, in any way, any other provisions of the Mortgage. As modified hereby, the Mortgage is ratified and confirmed in all respects.

20. The Mortgagor agrees to execute and deliver, or cause to be executed and delivered, to the Mortgagee all other instruments, certificates, agreements and consents as the Mortgagee may reasonably require in order to confirm the terms of this First Amendment.

21. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

22. This First Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

23. Any reference to the "Mortgage" in the Mortgage shall be deemed to mean the Mortgage as modified by this First Amendment.

24. The use of the singular shall include the plural when the context requires and vice versa; the use of "a" shall include "an" when the context requires and vice versa.



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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

Mortgagor:

IMCO RECYCLING OF ILLINOIS INC., an Illinois corporation

By: 

Name: Scott McKinley

Title: Authorized Representative

Property of Cook County Clerk's Office

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Mortgagee:

DEUTSCHE BANK AG NEW YORK  
BRANCH, as Collateral Agent

By: Carin Keegan  
Name: Carin Keegan  
Title: Vice President

By: Scottye Lindsey  
Name: Scottye Lindsey  
Title: Director

Property of Cook County Clerk's Office

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STATE OF New York )  
 )ss.:  
COUNTY OF New York )

On this the 17<sup>th</sup> day of December, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott McKinley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

**JEFFREY M. ANDERSON**  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01AN6064981  
QUALIFIED IN KINGS COUNTY  
MY COMMISSION EXPIRES OCT. 9, 2009

Jeffrey M. Anderson  
NOTARY PUBLIC  
State of: New York  
My Commission Expires: 10/9/09

[SEAL]

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STATE OF NEW YORK    )  
  )ss.:  
COUNTY OF NEW YORK )

On this the 18 day of December, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared S. LINDSEY + C. KEEGAN and DIRECTOR + VP, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

WITNESS my hand and official seal.

*Allison Lewan*

NOTARY PUBLIC

State of:

*New York*

My Commission Expires: *August 28, 2010*

[SEAL]

**ALLISON LEWAN**  
Notary Public, State of New York  
No. 01LE6151881  
Qualified in New York County  
Commission Expires August 28, 2010

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EXHIBIT A  
DESCRIPTION OF LAND

LOT 6 (EXCEPT THAT PART CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED AS DOCUMENT 26337737) AND ALL OF LOT 7, IN BLOCK 238 OF CHICAGO HEIGHTS, A SUBDIVISION OF THAT PART OF THE SOUTHEAST ¼ OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN PARALLEL TO AND 541 FEET WEST FROM THE EAST LINE OF SAID SECTION (EXCEPT THE SOUTH 729.40 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NOS.:  
32-21-411-005-0000  
32-21-411-006-0000

400 E. Lincoln Highway, Chicago Heights, IL  
(Cook County)