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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/30/2014 11:16 AM Pg: 1 of 9

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

PEXNORD INDUSTRIES, LLC,
as Mortgagor

TO

CREDIT SUISSE AG, in
its capacity as Agent and Mortgagee

Dated: As of May 27, 2014

Location: 634 Glen Avenue

Municipality: Wheeling

County: Cook

State: Illinois

Tax Parcel Numbers:

Lot 1 03-11-305-013

Lot 2 03-11-305-014

Lot 3 03-11-305-015

Lot 4 03-11-305-016

Lot 5 03-11-305-017

THIS DOCUMENT DRAFTED BY
AND WHEN RECORDED RETURN TO:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Real Estate Department

File no. 8352047 DI A. Jurczak

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THIS SECOND AMENDMENT TO FIRST LIEN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "**Amendment**") is made and effective as of the 27th day of May, 2014 by and between REXNORD INDUSTRIES, LLC, a Delaware limited liability company, having an address at 4701 West Greenfield Ave., Milwaukee, Wisconsin ("**Mortgagor**") and CREDIT SUISSE AG (formerly known as Credit Suisse, Cayman Islands Branch as successor in interest to Merrill Lynch), as administrative agent (in such capacity "**Administrative Agent**") for the Secured Parties as defined in the Third Amended and Restated Credit Agreement (defined below), having an address at Eleven Madison Avenue, New York, New York 10010 (in such capacity and together with its successors and assigns in such capacity, the "**Mortgagee**").

RECITALS:

WHEREAS, reference is made to that certain Credit Agreement dated as of July 21, 2006 (the "**Original Credit Agreement**") among Chase Acquisition I, Inc., a Delaware corporation ("**Holdings**"), Chase Merger Sub, Inc., a Delaware corporation, which was to be merged into RBS Global, Inc., a Delaware corporation ("**RBS Global**"), Rexnord Corporation (n/k/a Rexnord LLC, a Delaware limited liability company) ("**Rexnord**" and, together with RBS Global, the "**Borrowers**"), the lenders party thereto, Merrill Lynch Capital Corporation ("**Merrill Lynch**"), as Administrative Agent and the other agents party thereto.

WHEREAS, in order to secure the obligations under the Original Credit Agreement, the Mortgagor delivered to the Mortgagee the First Lien Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of July 21, 2006, securing certain real property described in Exhibit A, and recorded on August 1, 2006 as Document No. 0621318109 in the Cook County Recorder of Deeds' Office, Cook, Illinois (the "**Original Mortgage**").

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement dated as of October 5, 2009 (the "**First Amended Credit Agreement**") among Holdings, the Borrowers, the several lenders party thereto from time to time and Credit Suisse, Cayman Islands Branch (as successor in interest to Merrill Lynch) amending and restating the Original Credit Agreement.

WHEREAS, in connection with that certain Second Amended and Restated Credit Agreement dated as of March 15, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Second Amended Credit Agreement**") among Holdings, the Borrowers, the lenders party thereto and the Administrative Agent (amending and restating the First Amended Credit Agreement) the Mortgagor and Mortgagee entered into that certain Amendment to First Lien Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of June 15, 2012 and recorded on June 19, 2012 as Document No. 1217145030 in the Cook County Recorder's Office, Wheeling, Illinois (the "**First Amendment**", and the Original Mortgage as modified by the First Amendment, the "**Existing Mortgage**"; the Existing Mortgage, as modified by this instrument, the "**Mortgage**").

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WHEREAS, on August 21, 2013 (the “**Incremental Effective Date**”) Holdings, the Borrowers, the lenders party thereto and the Administrative Agent entered into the Incremental Assumption and Amendment Agreement dated August 21, 2013 (the “**Incremental Agreement**”), pursuant to which the Borrowers have requested and the lenders party thereto agreed to make certain new incremental term loans.

WHEREAS, reference is made to that certain Third Amended and Restated First Lien Credit Agreement, dated as of August 21, 2013 (the “**Third Amended and Restated Credit Agreement**”) among Holdings, the Borrowers, the lenders party thereto from time to time and the Administrative Agent, pursuant to which, effective as of the Incremental Effective Date (i) the Revolving Credit Facility Maturity Date and the Term Facility Maturity Date (as defined in the Third Amended and Restated Credit Agreement) have been extended and (ii) the amount of Commitments (as defined in the Third Amended and Restated Credit Agreement) has been increased.

WHEREAS, Mortgagor and Mortgagee wish to amend and modify the Existing Mortgage as set forth in this Amendment.

NOW, THEREFOKE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto do hereby covenant and agree as follows:

1. Recitals and Capitalized Terms. Each and all of the foregoing recitals are true and correct and are incorporated herein by reference and made a part hereof. All initially capitalized terms used in this Amendment unless otherwise specifically defined herein shall have the respective meanings set forth in the Mortgage.

2. Modification of the Mortgage.

(a) The term “Credit Agreement” as used in the Mortgage shall hereafter be deemed to refer to the Third Amended and Restated Credit Agreement, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

(b) Exhibit B to the Original Mortgage shall be amended and restated to read in its entirety as Exhibit B attached hereto.

3. No Effect on Lien. Mortgagor agrees that the Obligations are secured by the Mortgage to the same extent as if this Amendment were executed and delivered by the parties hereto on the date of the Original Mortgage. The execution and delivery of this Amendment is not intended to constitute a novation of the Original Mortgage. The Mortgaged Property is and shall remain subject to and encumbered by the lien, charge and encumbrance of the Mortgage, and nothing herein contained shall affect or be construed to affect the lien or encumbrance of the Mortgage or the priority thereof over other liens; and Mortgagor hereby affirms its mortgage to Mortgagee of the Mortgaged Property as a continuing first lien security interest for the payment and performance of all

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Obligations of Mortgagor in accordance with the Third Amended and Restated Credit Agreement.

4. No Oral Modification. This Amendment constitutes the entire agreement between Mortgagor and Mortgagee with respect to the subject matter hereof, and all understandings (oral or written) and agreements heretofore had among the parties are merged in or contained in this Amendment. This Amendment may not be amended except upon the written agreement of the parties hereto.

5. Governing Law. THE PROVISIONS OF THIS AMENDMENT REGARDING THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS GRANTED SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED. All other provisions of this Amendment shall be governed by the laws of the State of New York (including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York).

6. Binding Upon Successors and Assigns. This Amendment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns subject to the terms and conditions of the Third Amended and Restated Credit Agreement.

7. Headings. The headings of the articles, sections and subsections of this Amendment are for convenience and reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one agreement. It shall not be necessary for the same counterpart to be signed by all of the parties in order for this instrument to be fully binding upon any party signing at least one counterpart.

[SIGNATURES APPEAR ON NEXT PAGES FOLLOWING]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

MORTGAGOR:

REXNORD INDUSTRIES, LLC,
a Delaware limited liability company

By: Patricia M. Whaley
Name: Patricia M. Whaley
Title: Vice President, General Counsel and Secretary

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

I, the undersigned, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Patricia M. Whaley, personally known to me to be the Vice President, General Counsel and Secretary of REXNORD INDUSTRIES, LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such, Vice President, General Counsel and Secretary, she signed and delivered the said instrument of said corporation, pursuant to the authority given by the Board of Directors of said corporation, a 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 17 day of April, 2014

Signature of Notary Ann M. Golinski

Commission expires 8/15, 2017.

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MORTGAGEE:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent

By: [Signature]
Name: Michael Spaight
Title: Authorized Signatory

By: [Signature]
Name: Ryan Long
Title: Authorized Signatory

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

I, the undersigned, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Michael Spaight, personally known to me to be the Authorized Signatory of Credit Suisse AG, Cayman Islands Branch, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Michael Spaight, he signed and delivered the said instrument of said corporation, pursuant to the authority given by the Board of Directors of said corporation a 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 17th day of April, 2014.

Signature of Notary [Signature]

Commission expires February 20, 2015.

MARJORIE E. BULL
Notary Public, State of New York
No. 01BU6055282
Qualified in New York County
Commission Expires February 20, 2015

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STATE OF NEW YORK)
)
 COUNTY OF NEW YORK)

ss

I, the undersigned, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Ryan Long, personally known to me to be the Authorized Signatory of Credit Suisse AG, Cayman Islands Branch, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Ryan Long, he signed and delivered the said instrument of said corporation, pursuant to the authority given by the Board of Directors of said corporation a 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 17th day of April, 2014.

Signature of Notary



Commission expires February 20, 2015.

MARJORIE E. BULL
 Notary Public, State of New York
 No. 01BU6055282
 Qualified in New York County
 Commission Expires February 20, 2015

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EXHIBIT A

Legal Description

THE LAND REFERRED TO IN THIS AMENDMENT IS DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3, 4 AND 5, IN BLOCK 2 IN AMERLINE SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

PERMITTED ENCUMBRANCES

Those exceptions set forth in Schedule B of that certain policy of title insurance issued to Administrative Agent (as successor in interest to Merrill Lynch) by Chicago Title Insurance Company dated August 1, 2006 as amended by endorsement dated on or about June 15, 2012 and further amended by endorsement dated on or about the date hereof pursuant to Policy No. 1401-008352047-D1.

Property of Cook County Clerk's Office