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

by and from

NOVOLEX BAGCRAFT, INC.,

“Mortgagor”

to

WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Collateral Agent,

“Mortgagee”

Dated as of August 5, 2022

Location: 3900 W. 43rd
Street, Chicago
County: Cook
State: Illinois

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

Orly Gez
Cahill Gordon & Reindel LLP
32 Old Slip
New York, NY 10005

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

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this “*Mortgage*”) is dated as of August 5, 2022 by and from **NOVOLEX BAGCRAFT, INC.**, a Delaware corporation, as mortgagor, assignor and debtor (in such capacities and, together with any successors and assigns in such capacities, “*Mortgagor*”), whose address is Clydesdale Acquisition Holdings, Inc. c/o Apollo Management IX, L.P., 9 West 57th Street, 43rd Floor, New York, NY 10019, to **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Collateral Agent for the Secured Parties, as mortgagee, assignee and secured party (in such capacities and, together with its successors and assigns in such capacities, “*Mortgagee*”), having an address at Global Capital Markets, 1100 N. Market Street, Wilmington, DE 19890.

WHEREAS, reference is made to (a) that certain First Lien Credit Agreement dated as of April 13, 2022 (as amended, renewed, extended, restated, replaced, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Clydesdale Intermediate, Inc., a Delaware corporation (“*Holdings*”), Clydesdale Acquisition Holdings, Inc., a Delaware corporation (together with its successors and assigns, the “*Borrower*”), the Lenders party thereto from time to time, Credit Suisse AG Cayman Islands Branch, as administrative agent, and the other parties party thereto, (b) that certain Indenture, dated as of April 13, 2022, governing the 6.625% Sustainability-Linked Senior Secured Notes due 2029 (as amended, restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “*Notes Indenture*”), among the Borrower, as issuer, Wilmington Trust, National Association, as trustee (together with its successors and assigns in such capacity, the “*Notes Trustee*”), and the guarantors party thereto, (c) that certain Collateral Agreement (First Lien) dated as of April 13, 2022 (as amended, renewed, extended, restated, replaced, supplemented or otherwise modified from time to time, “*Collateral Agreement*”), among Borrower, each Subsidiary Loan Party party thereto, the Collateral Agent and Credit Suisse AG, Cayman Islands Branch, as Applicable Authorized Representative (as defined therein), and (d) that certain First Lien/First Lien Intercreditor Agreement, dated as of April 13, 2022 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “*First Lien/First Lien Intercreditor Agreement*”), by and among Wilmington Trust, National Association, as the “Collateral Agent”, Credit Suisse AG, Cayman Islands Branch, as the “Authorized Representative under the Credit Agreement”, Wilmington Trust, National Association, as the “Initial Other Authorized Representative”, and the other parties party thereto from time to time.

WHEREAS, the Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, and the Borrower has agreed to issue the Notes subject to the terms and conditions set forth in the Notes Indenture. The obligations of the Lenders and the Issuing Banks to extend such credit and the obligations of the holders of the Notes to purchase the Notes are conditioned upon, among other things, the execution and delivery of this Mortgage. The Subsidiary Loan Parties, as affiliates of Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the purchase of the Notes under the Notes Indenture. The Subsidiary Loan Parties are willing to execute and deliver this Mortgage in order to induce the Lenders and the Issuing Banks to extend such credit under the Credit Agreement and to induce the holders of the Notes to

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purchase the Notes. Therefore, to induce the Lenders and the Issuing Banks to make their respective extensions of credit, to induce the holders of the Notes to purchase the Notes and to induce the holders of any Other First Lien Obligations to make extensions of credit under the applicable Other First Lien Agreements, as applicable, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Credit Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Mortgage. As used herein, the following terms shall have the following meanings:

(a) “**Applicable Authorized Representative**” has the meaning assigned to such term in the Collateral Agreement.

(b) “**Authorized Representative**” has the meaning assigned to such term in the Collateral Agreement.

(c) “**Bankruptcy Code**” has the meaning assigned to such term in Section 5.2.

(d) “**Borrower**” has the meaning assigned to such term in the recitals hereof.

(e) “**Charges**” means any and all present and future real estate, property and other taxes, assessments and special assessments, levies, fees, all water and sewer rents and charges and all other governmental charges imposed upon or assessed against, and all claims (including, without limitation, claims for landlords’, carriers’, mechanics’, workmen’s, repairmen’s, laborer’s, materialmen’s, suppliers’ and warehousemen’s liens and other claims arising by operation of law), judgments or demands against, all or any portion of the Mortgaged Property or other amounts of any nature which, if unpaid, might result in or permit the creation of, a Lien on the Mortgaged Property or which might result in foreclosure of all or any portion of the Mortgaged Property except, in each case, Permitted Liens.

(f) “**Collateral Agent**” means Mortgagee acting as the collateral agent for the Secured Parties, together with its successors in such capacity.

(g) “**Collateral Agreement**” has the meaning assigned to such term in the recitals of this Mortgage.

(h) “**Credit Agreement**” has the meaning assigned to such term in the recitals of this Mortgage or, if replaced, the Credit Agreement designated in writing by the Borrower to the Collateral Agent and each Authorized Representative to be the “Credit Agreement” under the Collateral Agreement.

(i) “**Credit Agreement Documents**” means (a) the “Loan Documents” as defined in the Credit Agreement and (b) any other related documents or instruments executed and delivered pursuant to the documents referred to in the foregoing clause (a), in each case, as such documents or instruments may be amended, restated, supplemented or otherwise modified from time to time.

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(j) “*Event of Default*” has the meaning assigned to such term in the Collateral Agreement.

(k) “*Excluded Other First Lien Obligations*” means any Other First Lien Obligations that have been excluded from the Secured Obligations for purposes of this Mortgage pursuant to (and in accordance with) Section 7.21.

(l) “*Excluded Property*” has the meaning assigned to such term in the Collateral Agreement.

(m) “*Holdings*” has the meaning assigned to such term in the recitals of this Mortgage.

(n) “*Intercreditor Agreements*” means, collectively or individually, as applicable, the First Lien/First Lien Intercreditor Agreement, each “Permitted Junior Intercreditor Agreement” as defined in the Credit Agreement (upon and during the effectiveness thereof), and any other intercreditor agreement (upon and during the effectiveness thereof) entered into in compliance with the Credit Agreement Documents, the Notes Indenture Documents and each Other First Lien Agreement. For the avoidance of doubt, an Intercreditor Agreement shall be effective with respect hereto at all times that the Collateral hereunder (or any portion thereof) constitutes “Common Collateral” or “Collateral” (or any equivalent term) under such Intercreditor Agreement.

(o) “*Mortgage*” has the meaning assigned to such term in the preamble hereof.

(p) “*Mortgaged Property*” means the fee interest in the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Mortgagor and all of Mortgagor’s right, title and interest in, to and under all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing in each case whether now owned or hereinafter acquired, including without limitation all water rights, mineral, oil and gas rights, easements and rights of way (collectively, the “*Land*”), and all of Mortgagor’s right, title and interest now or hereafter acquired in, to and under the following (in each case other than Excluded Property): (1) all buildings, structures and other improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land (the “*Improvements*”; the Land and Improvements are collectively referred to as the “*Premises*”), (2) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, and all equipment, inventory and other goods in which Mortgagor now has or hereafter acquires any rights or any power to transfer rights and (in each case in this clause (2)) that are or are to become fixtures (as defined in the UCC, defined below) related to the Land (the “*Fixtures*”), (3) all goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, including all such items as defined in the UCC, now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the “*Personalty*”), (4) all reserves, escrows or impounds required under the Credit

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Agreement, the Notes Indenture, or any of the other Credit Agreement Documents or Notes Indenture Documents, and all of Mortgagor's right, title and interest in all reserves, deferred payments, deposits, refunds and claims of any nature that (in each case in this clause (4)) are specifically related to the Mortgaged Property (the "**Deposit Accounts**"), (5) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "**Leases**"), (6) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the "**Rents**"), (7) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, indemnities, warranties, permits, licenses, certificates and entitlements in any way relating specifically to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the "**Property Agreements**"), (8) all property tax refunds payable with respect to the Mortgaged Property (the "**Tax Refunds**"), (9) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "**Proceeds**"), (10) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the "**Insurance**"), (11) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements or Fixtures (the "**Condemnation Awards**") and (12) any and all right, title and interest of Mortgagor in and to any and all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guarantees, appraisals, studies and data relating specifically to the Mortgaged Property or the construction of any alteration relating to the Premises or the maintenance of any Property Agreement (the "**Records**"). As used in this Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

(q) "**Mortgagee**" has the meaning assigned to such term in the preamble hereof.

(r) "**Mortgagor**" has the meaning assigned to such term in the preamble hereof.

(s) "**Notes**" has the meaning assigned to such term in the Notes Indenture.

(t) "**Notes Indenture Documents**" means (a) the "Notes Documents" as defined in the Notes Indenture and (b) any other related documents or instruments executed and delivered pursuant to the documents referred to in the foregoing clause (a), in each case, as such documents or instruments may be amended, restated, supplemented or otherwise modified from time to time.

(u) "**Notes Obligations**" means the "Notes Obligations" as defined in the Notes Indenture.

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(v) “**Other First Lien Agreement**” means “Other First Lien Agreement” as defined in the Collateral Agreement, excluding any such Other First Lien Agreement relating to any Excluded Other First Lien Obligations.

(w) “**Other First Lien Obligations**” means “Other First Lien Obligations” as defined in the Collateral Agreement, excluding any Excluded Other First Lien Obligations.

(x) “**Permitted Liens**” means Liens that are not prohibited by the Credit Agreement, the Notes Indenture or any Other First Lien Agreement. Without limiting the generality of the foregoing, the matters that are set forth on Exhibit B attached hereto are Permitted Liens.

(y) “**Secured Amount**” has the meaning assigned to such term in Section 2.4.

(z) “**Secured Obligations**” means “Secured Obligations” as defined in the Collateral Agreement, excluding any Excluded Other First Lien Obligations.

(aa) “**Secured Parties**” means the persons holding any Secured Obligations and in any event including (i) all “Credit Agreement Secured Parties” (as defined in the Collateral Agreement), (ii) all “Notes Secured Parties” (as defined in the Collateral Agreement), and (iii) all “Other First Lien Secured Parties” (as defined in the Collateral Agreement); *provided, however*, that any person constituting a “Secured Party” under (and as defined in) the Collateral Agreement solely because such person holds, or acts as the agent, trustee or representative of the holders of, any Excluded Other First Lien Obligations shall not be a Secured Party hereunder.

(bb) “**Series**” has the meaning assigned to such term in the Collateral Agreement.

(cc) “**Subsidiary Loan Parties**” has the meaning assigned to such term in the Collateral Agreement.

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

ARTICLE II GRANT

Section 2.1 Grant. To secure the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Mortgagee, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to Mortgagee, its successors and permitted assigns, for the benefit of the Secured Parties, a mortgage lien upon and a security interest in all of Mortgagor’s estate, right, title and interest in and to the Mortgaged Property, subject, however, to Permitted Liens, TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, for the benefit of the Secured Parties, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee.

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Section 2.2 Secured Obligations. This Mortgage secures, and the Mortgaged Property is collateral security for, the payment and performance in full when due of the Secured Obligations.

Section 2.3 Future Advances. This Mortgage shall secure all Secured Obligations including, without limitation, future advances whenever hereafter made with respect to or under any Credit Agreement Document, any Notes Indenture Document or any Other First Lien Agreement and shall secure not only Secured Obligations with respect to presently existing indebtedness under the Credit Agreement Documents, the Notes Indenture Documents or any Other First Lien Agreement, but also any and all other indebtedness which may hereafter be owing to the Secured Parties under the Credit Agreement Documents, the Notes Indenture Documents or any Other First Lien Agreement (including any Other First Lien Agreement executed after the date hereof), however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized, including future advances and re-advances, pursuant to the Credit Agreement Documents, the Notes Indenture Documents or any Other First Lien Agreement, whether such advances are obligatory or to be made at the option of the Secured Parties, or otherwise, and any extensions, refinancings, modifications, replacements or renewals of all such Secured Obligations whether or not Mortgagor executes any extension agreement or renewal instrument and, in each case, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

Section 2.4 Maximum Amount of Indebtedness. The maximum aggregate amount of all indebtedness that is, or under any contingency may be secured at the date hereof or at any time hereafter by this Mortgage is \$8,000,000,000 (the "**Secured Amount**"), plus, to the extent permitted by applicable law, collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered hereby or the lien hereof, and expenses incurred by Mortgagee by reason of any default by Mortgagor under the terms hereof, together with interest thereon, all of which amount shall be secured hereby.

Section 2.5 Last Dollar Secured. So long as the aggregate amount of the Secured Obligations exceeds the Secured Amount, any payments and repayments of the Secured Obligations shall not be deemed to be applied against or to reduce the Secured Amount.

Section 2.6 No Release. Nothing set forth in this Mortgage shall relieve Mortgagor from the performance of any term, covenant, condition or agreement on Mortgagor's part to be performed or observed under or in respect of any of the Mortgaged Property or from any liability to any person under or in respect of any of the Mortgaged Property or shall impose any obligation on Mortgagee or any other Secured Party to perform or observe any such term, covenant, condition or agreement on Mortgagor's part to be so performed or observed or shall impose any liability on Mortgagee or any other Secured Party for any act or omission on the part of Mortgagor relating thereto or for any breach of any representation or warranty on the part of Mortgagor contained in this Mortgage or any other Credit Agreement Document, any other Notes Indenture Documents or any Other First Lien Agreement or under or in respect of the Mortgaged Property or made in connection herewith or therewith. The obligations of Mortgagor contained in this Section 2.6 shall survive the termination hereof and the discharge of Mortgagor's other

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obligations under this Mortgage, the other Credit Agreement Documents, the other Notes Indenture Documents and any Other First Lien Agreement.

ARTICLE III WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee as follows:

Section 3.1 Title to Mortgaged Property and Lien of this Instrument.

Mortgagor has good and marketable fee simple title to the Mortgaged Property free and clear of any liens, claims or interests, except Permitted Liens. Upon recordation in the official real estate records in the county (or other applicable jurisdiction) in which the Premises are located, this Mortgage will constitute a valid and enforceable mortgage lien, with record notice to third parties, on the Mortgaged Property in favor of Mortgagee for the benefit of the Secured Parties subject only to Permitted Liens.

Section 3.2 Priority. Mortgagor shall preserve and protect the priority of the lien and security interest of this Mortgage. If any lien or security interest other than a Permitted Lien is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, pay the underlying claim in full or take such other commercially reasonable action so as to cause it to be released or contest the same in compliance with the requirements of the Credit Agreement, the Notes Indenture, and any Other First Lien Agreement.

Section 3.3 Inspection. Mortgagor shall permit Mortgagee and its agents, representatives and employees to inspect the Mortgaged Property in accordance with Section 5.07 of the Credit Agreement.

Section 3.4 Payment of Charges. Unless and to the extent not prohibited by the terms of the Credit Agreement, the Notes Indenture or any Other First Lien Agreement, Mortgagor shall pay and discharge, or cause to be paid and discharged, from time to time prior to same becoming delinquent, all Charges. Mortgagor shall deliver to Mortgagee, upon Mortgagee's reasonable written request, to the extent reasonably available to Mortgagor, receipts evidencing the payment of all such Charges.

ARTICLE IV DEFAULT AND FORECLOSURE

Section 4.1 Remedies. Subject to the Intercreditor Agreements, upon the occurrence and during the continuance of an Event of Default, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:

(a) **Acceleration.** Subject to and in accordance with any provisions of the Credit Agreement Documents, the Notes Indenture Documents and any Other First Lien Agreement providing for the automatic acceleration of the Secured Obligations, declare the Secured Obligations to be immediately due and payable, without presentment, demand, protest, or any other notice of any kind (each of which hereby is expressly waived by Mortgagor).

(b) **Entry on Mortgaged Property.** Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property following the occurrence

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and during the continuance of an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(c) Operation of Mortgaged Property. Hold, lease, develop, manage, operate, carry on the business thereof or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 4.7.

(d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Mortgage by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels. With respect to any notices required or permitted under the UCC, Mortgagor agrees that ten (10) Business Days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee or any of the other Secured Parties may be a purchaser at such sale. If Mortgagee or such other Secured Party is the highest bidder, Mortgagee or such other Secured Party may credit the portion of the purchase price that would be distributed to Mortgagee or such other Secured Party against the Secured Obligations in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisal of the Mortgaged Property is waived. Mortgagee may adjourn from time to time any sale by it to be made under or by virtue hereof by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Secured Obligations, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 4.7; provided, however, notwithstanding the appointment of any receiver, Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of the Credit Agreement, the Notes Indenture or any Other First Lien Agreement to Mortgagee.

(f) Other. Exercise all other rights, remedies and recourses granted under the Credit Agreement Documents, the Notes Indenture Documents and any Other First Lien Agreement or otherwise available at law or in equity.

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Section 4.2 Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 4.3 Remedies Cumulative, Concurrent and Nonexclusive. Subject to the Intercreditor Agreements and Section 5.18 of the Collateral Agreement, Mortgagee and the other Secured Parties shall have all rights, remedies and recourses granted in the Credit Agreement Documents, the Notes Indenture Documents and any Other First Lien Agreement and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Credit Agreement Documents, the Notes Indenture Documents and any Other First Lien Agreement, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee or such other Secured Party, as the case may be, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee or any other Secured Party in the enforcement of any rights, remedies or recourses under the Credit Agreement Documents, the Notes Indenture Documents or any Other First Lien Agreement or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 4.4 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Credit Agreement Documents, the Notes Indenture Documents or any Other First Lien Agreement or the lien priority and security interest in and to the Mortgaged Property. For payment of the Secured Obligations, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

Section 4.5 Appearance, Waivers, Notice and Marshalling of Assets. After the occurrence and during the continuance of any Event of Default and immediately upon the commencement of any action, suit or legal proceedings to obtain judgment for the payment or performance of the Secured Obligations or any part thereof, or of any proceedings to foreclose the lien and security interest created and evidenced hereby or otherwise enforce the provisions hereof or of any other proceedings in aid of the enforcement hereof, Mortgagor shall enter its voluntary appearance in such action, suit or proceeding. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Mortgagee's election to exercise or the actual exercise of any right, remedy or recourse provided for under the Credit Agreement Documents, the Notes Indenture Documents and any Other First Lien Agreement, and (c) any right to a marshalling of assets or a sale in inverse order of alienation. Mortgagor shall not claim, take or insist on any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales of the Mortgaged Property which may be made pursuant to this Mortgage, or pursuant to any decree, judgment or order of

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any court of competent jurisdiction. Mortgagor covenants not to hinder, delay or impede the execution of any power granted or delegated to Mortgagee by this Mortgage but to suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

Section 4.6 Discontinuance of Proceedings. If Mortgagee or any other Secured Party shall have proceeded to invoke any right, remedy or recourse permitted under the Credit Agreement Documents, the Notes Indenture Documents or any Other First Lien Agreement and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee or such other Secured Party, as the case may be, shall have the unqualified right to do so and, in such an event, Mortgagor, Mortgagee and the other Secured Parties shall be restored to their former positions with respect to the Secured Obligations, the Credit Agreement Documents, the Notes Indenture Documents, any Other First Lien Agreement, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee and the other Secured Parties shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee or any other Secured Party thereafter to exercise any right, remedy or recourse under the Credit Agreement Documents, the Notes Indenture Documents or any Other First Lien Agreement for such Event of Default.

Section 4.7 Application of Proceeds. Mortgagee shall, subject to any applicable Intercreditor Agreement, apply the proceeds, moneys or balances of any collection or sale of the Mortgaged Property realized through the exercise by the Mortgagee of its remedies hereunder, in accordance with Section 4.02 of the Collateral Agreement, which such Section is hereby incorporated herein *mutatis mutandis*.

Mortgagee shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Mortgage. Upon any sale of Mortgaged Property by Mortgagee (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by 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 Mortgagee or such officer or be answerable in any way for the misapplication thereof.

Section 4.8 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with Section 4.1(d) will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

Section 4.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right, but not the obligation, to cure such Event of Default in the name

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and on behalf of Mortgagor. All reasonable sums advanced and reasonable documented out-of-pocket expenses incurred at any time by Mortgagee under this Section 4.9, or otherwise under this Mortgage or applicable law, that is payable under Section 4.9(b) shall, if not paid when due, bear interest at the applicable rate provided therefor in Section 2.13(c) of the Credit Agreement or any equivalent provision of any Notes Indenture Document or any Other First Lien Agreement and all such sums, together with interest thereon, shall be secured by this Mortgage.

(b) To the extent contemplated by Section 9.05 of the Credit Agreement or any equivalent provision of any Notes Indenture Document or any Other First Lien Agreement, Mortgagor shall pay all reasonable documented out-of-pocket expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage or the enforcement, compromise or settlement of the Secured Obligations or any claim under this Mortgage, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

Section 4.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5, the security interests under Article 6, nor any other remedies afforded to Mortgagee under the Credit Agreement Documents, the Notes Indenture Documents or any Other First Lien Agreement, at law or in equity shall cause Mortgagee or any other Secured Party to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee or any other Secured Party to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE V ASSIGNMENT OF RENTS AND LEASES

Section 5.1 Assignment. In furtherance of and in addition to the assignment made by Mortgagor in Section 2.1 of this Mortgage, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases (but only to the extent permitted under the existing Leases), whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing and Mortgagee shall not have made the election below, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Secured Obligations or solvency of Mortgagor, the license herein granted shall, at the election of Mortgagee, expire and terminate, upon written notice to Mortgagor by Mortgagee.

Section 5.2 Perfection Upon Recordation. Mortgagor acknowledges that upon recordation of this Mortgage, Mortgagee shall have, to the extent permitted under applicable law and by the terms of the Leases, a valid and fully perfected, present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees

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that upon recordation of this Mortgage, Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "*Bankruptcy Code*"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 5.3 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

ARTICLE VI SECURITY AGREEMENT

Section 6.1 Security Interest. This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records. To this end, Mortgagor grants to Mortgagee a security interest in the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards, Records and all other Mortgaged Property which is personal property to secure the payment and performance of the Secured Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records sent to Mortgagor at least ten (10) Business Days prior to any action under the UCC shall constitute reasonable notice to Mortgagor. In the event of any conflict or inconsistency whatsoever between the terms of this Mortgage and the terms of the Collateral Agreement with respect to the collateral covered both therein and herein, including, but not limited to, with respect to whether any such Mortgaged Property is to be subject to a security interest or the use, maintenance or transfer of any such Mortgaged Property, or the exercise or applicability of any remedies in respect thereof, the Collateral Agreement shall control, govern, and prevail, to the extent of any such conflict or inconsistency. For the avoidance of doubt, no personal property of Mortgagor that constitutes Excluded Property under the Collateral Agreement shall be subject to any security interest of Mortgagee or any Secured Party or constitute collateral hereunder.

Section 6.2 Financing Statements. Mortgagor shall prepare and deliver to Mortgagee such financing statements, and shall execute and deliver to Mortgagee such other documents, instruments and further assurances, in each case in form and substance reasonably satisfactory to Mortgagee, as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder. Mortgagor hereby irrevocably authorizes (but does not obligate) Mortgagee and the Applicable Authorized Representative to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and

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places as may be required or permitted by law to so create, perfect and preserve such security interest.

Section 6.3 Fixture Filing. This Mortgage shall also constitute a “fixture filing” for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 6.3 is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Mortgagor is the “Debtor” and its name and mailing address are set forth in the preamble of this Mortgage. Mortgagee is the “Secured Party” and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Mortgage. A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in the definition of “Mortgaged Property” in Section 1.1 of this Mortgage. Mortgagor represents and warrants to Mortgagee that Mortgagor is the record owner of the Mortgaged Property.

ARTICLE VII MISCELLANEOUS

Section 7.1 Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in the First Lien/First Lien Intercreditor Agreement. All communications and notices hereunder to Mortgagor shall be given to it in care of the Borrower, with such notice to be given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to Mortgagee shall be given to it at:

Wilmington Trust, National Association
 Global Capital Markets
 1100 N. Market Street,
 Wilmington, DE 19890
 Attention: Clydesdale Administrator
 Email: kferry@wilmingtontrust.com

Section 7.2 Covenants Running with the Land. All grants, covenants, terms, provisions and conditions contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Land. As used herein, “Mortgagor” shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property that is the Borrower or a Subsidiary Loan Party. All persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Credit Agreement, the Notes Indenture, the other Credit Agreement Documents, the other Notes Indenture Documents and any Other First Lien Agreements; provided, however, that no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 7.3 Attorney-in-Fact. Subject to the Intercreditor Agreements, Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Mortgagor and in the name of Mortgagor or otherwise (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee reasonably deems appropriate to protect Mortgagee’s interest, if Mortgagor shall fail to do so within ten (10) days (or such longer

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period as Mortgagee may agree) after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Personalty, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property and (d) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Mortgagor hereunder; provided, however, that (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance that are payable under Section 4.9(b) shall be added to and included in the Secured Obligations and, if not paid when due, shall bear interest at the rate provided therefor in Section 2.13(c) of the Credit Agreement or any equivalent provision of any Notes Indenture Document or any Other First Lien Agreement; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 7.3. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

Section 7.4 Successors and Assigns. Whenever in this Mortgage any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of Mortgagor or Mortgagee that are contained in this Mortgage shall bind and inure to the benefit of their respective permitted successors and assigns. Mortgagee hereunder shall at all times be the same person that is the "Collateral Agent" under the Collateral Agreement. Written notice of resignation by the "Collateral Agent" pursuant to the Collateral Agreement shall also constitute notice of resignation as Mortgagee under this Mortgage. Upon the acceptance of any appointment as the "Collateral Agent" under the Collateral Agreement by a successor "Collateral Agent", that successor "Collateral Agent" shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Mortgagee pursuant hereto.

Section 7.5 Waivers; Amendment.

(a) No failure or delay by Mortgagee or any other Secured Party in exercising any right, power or remedy hereunder or under any other Credit Agreement Document, any other Notes Indenture Document or Other First Lien Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of Mortgagee or any other Secured Party hereunder and under the other Credit Agreement Documents, the other Notes Indenture Documents and any Other First Lien Agreement are cumulative and are not exclusive of any rights, powers or remedies that they would otherwise have. No waiver of any provision of this Mortgage or consent to any departure by Mortgagor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 7.5, and then such waiver or consent shall be effective only in the specific instance and for the

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purpose for which given. No notice or demand on Mortgagor in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Mortgage nor any provision hereof may be waived, amended or modified (other than as specifically provided herein) except as provided in Section 9.08 of the Credit Agreement, Article IX of the Notes Indenture and any equivalent provision in each applicable Other First Lien Agreement, or, in each case, as otherwise provided in any applicable Intercreditor Agreement. In connection with any amendment pursuant to this Section 7.5(b), (i) Mortgagee may conclusively rely on a certificate of an officer of the Mortgagor as to whether such amendment is permitted and (ii) each Authorized Representative agrees to deliver any instruction or direction necessary or as may be reasonably requested by the Mortgagee pursuant to this Mortgage.

(c) Notwithstanding anything to the contrary contained herein, Mortgagee (at the direction of the Applicable Authorized Representative) may grant extensions of time or waivers of the requirement for the creation or perfection of security interests in or the obtaining of insurance (including title insurance) or surveys with respect to particular assets (including extensions beyond the date hereof for the perfection of security interests in the assets of Mortgagor on such date) where the Applicable Authorized Representative reasonably determines, in consultation with the Borrower, that perfection or obtaining of such items cannot be accomplished without undue effort or expense or by the time or times at which it would otherwise be required by this Mortgage, the other Credit Agreement Documents, the other Notes Indenture Documents or any Other First Lien Agreement.

Section 7.6 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE (WHETHER BASED ON CONTRACT TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.6.

Section 7.7 Termination or Release.

In each case subject to the terms of each applicable Intercreditor Agreement:

(a) This Mortgage and the Liens and security interests created by this Mortgage shall automatically terminate and be released upon the occurrence of the Termination Date (as defined in the Collateral Agreement) or, if any Notes Obligations or any Other First Lien Obligations are outstanding on the Termination Date (as defined in the Collateral Agreement), the date after the Termination Date (as defined in the Collateral Agreement) when all Notes Obligations and such Other First Lien Obligations (in each case, other than contingent or

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unliquidated obligations or liabilities not then due and any other obligations that, by the terms of the Notes Indenture or any Other First Lien Agreements, are not required to be paid in full prior to termination and release of the Mortgaged Property) have been paid in full and the Secured Parties have no further commitment to extend credit under the Notes Indenture or any Other First Lien Agreement.

(b) Mortgagor shall automatically be released from its obligations hereunder and the security interests and Liens in the Mortgaged Property shall be automatically released upon the consummation of any transaction not prohibited by the Credit Agreement, the Notes Indenture or any Other First Lien Agreement then in effect as a result of which Mortgagor ceases to be a Subsidiary of the Borrower or otherwise becomes an Excluded Subsidiary or ceases to be a Subsidiary Loan Party or is otherwise released from its obligations under the Guarantee Agreement, all without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to such Mortgagor.

(c) The security interests and Liens in the Mortgaged Property shall automatically be released, all without delivery of any instrument or performance of any act by any party, (i) upon any sale or other transfer thereof by Mortgagor that is not prohibited by the Credit Agreement, the Notes Indenture or any Other First Lien Agreement to any person that is not a Loan Party, (ii) upon the effectiveness of any written consent to the release of the security interest granted hereby in such Mortgaged Property pursuant to Section 9.08 of the Credit Agreement, Article IX of the Notes Indenture and any equivalent provision of any Other First Lien Agreement (in each case, to the extent required thereby), or (iii) as otherwise may be provided in any applicable Intercreditor Agreement.

(d) [Reserved].

(e) Solely with respect to the Credit Agreement Secured Obligations (as defined in the Collateral Agreement), Mortgagor shall automatically be released from its obligations hereunder and/or the security interests and Liens in the Mortgaged Property securing the Credit Agreement Secured Obligations shall in each case be automatically released upon the occurrence of any of the circumstances set forth in Section 9.18 of the Credit Agreement without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to Mortgagor.

(f) Solely with respect to the Notes Obligations, Mortgagor shall automatically be released from its obligations hereunder and/or the security interests in any Mortgaged Property securing the Notes Obligations shall in each case be automatically released upon the occurrence of any of the circumstances set forth in Article XI of the Notes Indenture without delivery of any instrument or performance of any act by any party, and all rights to such Mortgaged Property shall revert to Mortgagor.

(g) Solely with respect to any Series of Other First Lien Obligations, Mortgagor shall automatically be released from its obligations hereunder and/or the security interests and Liens in the Mortgaged Property securing such Series of Other First Lien Obligations shall in each case be automatically released upon the occurrence of any of the circumstances set forth in the section governing release of collateral in the applicable Other First Lien Agreement governing

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such Series of Other First Lien Obligations, all without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to Mortgagor.

(h) In connection with any termination or release pursuant to this Section 7.7, (i) Mortgagee shall execute and deliver to Mortgagor all documents that Mortgagor shall reasonably request in writing to evidence such termination or release (including, without limitation, mortgage releases or UCC termination statements), and will duly assign and transfer to Mortgagor, such of the Mortgaged Property that may be in the possession of Mortgagee and has not theretofore been sold or otherwise applied or released pursuant to this Mortgage and (ii) each Authorized Representative agrees to deliver any instruction or direction as necessary or as may be reasonably requested by Mortgagee pursuant to this Mortgage or any other Security Document (as defined in the Collateral Agreement). Any execution and delivery of documents pursuant to this Section 7.7 shall be made without recourse to or warranty by Mortgagee. In connection with any termination or release pursuant to this Section 7.7, Mortgagor shall be permitted to take any action in connection therewith consistent with such release including, without limitation, the filing of mortgage releases or UCC termination statements. Upon the receipt of any necessary or proper instruments of termination, satisfaction or release prepared by Mortgagor, Mortgagee shall execute, deliver or acknowledge such instruments or releases to evidence the release of any Mortgaged Property permitted to be released pursuant to this Mortgage. Mortgagor agrees to pay all reasonable and documented out-of-pocket expenses incurred by Mortgagee (and its representatives and counsel) in connection with the execution and delivery of such release documents or instruments.

(i) The Mortgagee may conclusively rely on a certificate of an officer of the Borrower or the Mortgagor as to whether any termination or release contemplated by this Section 7.7 is permitted.

Section 7.8 Waiver of Stay, Moratorium and Similar Rights. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the Secured Obligations secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee or any other Secured Party.

Section 7.9 Applicable Law. The provisions of this Mortgage shall be governed by and construed under the laws of the state in which the Mortgaged Property is located.

Section 7.10 Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Mortgage and are not to affect the construction of, or to be taken into consideration in interpreting, this Mortgage.

Section 7.11 Severability. In the event any one or more of the provisions contained in this Mortgage should be held 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. The parties shall endeavor in good-faith negotiations to

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replace the 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 7.12 Mortgagee as Agent. Mortgagee has been appointed to act as Collateral Agent by the other Secured Parties pursuant to the Credit Agreement, the Notes Indenture and the Collateral Agreement. The actions of the Mortgagee hereunder are subject to the provisions of the Credit Agreement, the Notes Indenture, the Collateral Agreement and the Intercreditor Agreements (including the rights, benefits, privileges, protections, immunities and indemnities of the Collateral Agent, all of which are incorporated herein *mutatis mutandis*, as a part hereof). Beyond the exercise of reasonable care in the custody thereof, the Mortgagee shall have no duty as to any Mortgaged Property in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and the Mortgagee shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any lien or security interest in the Mortgaged Property. 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 any action with respect to any Mortgaged Property (including, without limitation, the release or substitution of the Mortgaged Property) or any occasion requiring or permitting an approval, consent, discretion, waiver, election or other action on the part of the Mortgagee only at the written direction of the Applicable Authorized Representative in accordance with the terms of the Credit Agreement, the Notes Indenture, the Collateral Agreement and this Mortgage. Mortgagor and all other persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Mortgagee, without inquiry into the existence of required consents or approvals of the Secured Parties therefor.

Section 7.13 Recording Documentation To Assure Security. Mortgagor shall promptly, from time to time, cause this Mortgage and any financing statement, continuation statement or similar instrument relating to any of the Mortgaged Property or to any property intended to be subject to the lien hereof or the security interests created hereby to be filed, registered and recorded in such manner and in such places as may be required by any present or future law and shall take such actions as Mortgagee shall reasonably deem necessary in order to publish notice of and fully to protect the validity and priority of the liens, assignment, and security interests purported to be created upon the Mortgaged Property and the interest and rights of Mortgagee therein. Mortgagor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments. In the event Mortgagee advances any sums to pay the amounts set forth in the preceding sentence, such advances shall be secured by this Mortgage.

Section 7.14 Further Acts. Mortgagor shall, at the sole cost and expense of Mortgagor, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers, financing statements, continuation statements, instruments and assurances as Mortgagee shall from time to time reasonably request, which may be necessary in the reasonable judgment of Mortgagee from time to time to assure, perfect, convey, assign, mortgage, transfer and confirm unto Mortgagee, the

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property and rights hereby conveyed or assigned 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 hereof or the filing, registering or recording hereof. In the event Mortgagor shall fail after written demand to execute any instrument or take any action required to be executed or taken by Mortgagor under this Section 7.14, Mortgagee may (but shall not be obligated to) execute or take the same as the attorney-in-fact for Mortgagor, such power of attorney being coupled with an interest and is irrevocable. Mortgagor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments. In the event Mortgagee advances any sums to pay the amounts set forth in the preceding sentence, such advances shall be secured by this Mortgage.

Section 7.15 Additions to Mortgaged Property. All right, title and interest of Mortgagor in and to all extensions, amendments, relocations, restakings, 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 Land, 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, 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, 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 7.16 Relationship. The relationship of Mortgagee to Mortgagor hereunder is strictly and solely that of lender and borrower and mortgagor and mortgagee and nothing contained in the Credit Agreement, the Notes Indenture, any Other First Lien Agreement, this Mortgage or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Secured Obligations is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between Mortgagee and Mortgagor other than as lender and borrower and mortgagor and mortgagee.

Section 7.17 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 or any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien hereof, except Permitted Liens.

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Section 7.18 Mortgagee's Fees and Expenses; Indemnification.

(a) Mortgagor agrees that Mortgagee shall be entitled to reimbursement of its expenses incurred hereunder by the Mortgagor and Mortgagee and other Indemnitees shall be indemnified by the Mortgagor, in each case of this clause (a), *mutatis mutandis*, as provided in Section 9.05 of the Credit Agreement or any equivalent provision of the Notes Indenture or any Other First Lien Agreement.

(b) Any such amounts payable as provided hereunder shall be additional Secured Obligations secured hereby. The provisions of this Section 7.18 shall remain operative and in full force and effect regardless of the termination of this Mortgage, any other Credit Agreement Document, any other Notes Indenture Document or any Other First Lien Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Mortgage, any other Credit Agreement Document, any other Notes Indenture Document or any Other First Lien Agreement, or any investigation made by or on behalf of Mortgagee or any other Secured Party. All amounts due under this Section 7.18 shall be payable within fifteen days on written demand therefor accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

(c) The agreements in this Section 7.18 shall survive the resignation of Mortgagee and the termination of this Mortgage.

(d) For the avoidance of doubt, the provisions of Article VIII of the Credit Agreement or any equivalent provisions of the Notes Indenture or any Other First Lien Agreement shall also apply to Mortgagee acting under or in connection with this Mortgage. No provision of this Mortgage shall require Mortgagee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

Section 7.19 Jurisdiction; Consent to Service of Process.

(a) Mortgagor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Mortgagee, any Secured Party, or any Affiliate of the foregoing, in any way relating to this Mortgage, any other Credit Agreement Document, any other Notes Indenture Document, any Other First Lien Agreement or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Mortgage or in any other Credit Agreement Document, any other Notes Indenture Document or any Other First Lien Agreement shall affect any right that Mortgagee or

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any Secured Party may otherwise have to bring any action or proceeding relating to this Mortgage, any other Credit Agreement Document, any other Notes Indenture Document or any Other First Lien Agreement against Mortgagor or its properties in the courts of any jurisdiction.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Mortgage, the other Credit Agreement Documents, the other Notes Indenture Documents or any Other First Lien Agreement in any New York State or federal court sitting in New York County and any appellate court from any thereof. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Mortgage irrevocably consents to service of process in the manner provided for notices in Section 7.1. Nothing in this Mortgage will affect the right of any party to this Mortgage, any other Credit Agreement Document, any other Notes Indenture Document or any Other First Lien Agreement to serve process in any other manner permitted by law.

Section 7.20 Subject to Intercreditor Agreements; Conflicts. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Mortgagee for the benefit of the Secured Parties pursuant to this Mortgage and (ii) the exercise of any right or remedy by the Mortgagee hereunder or the application of proceeds (including insurance and condemnation proceeds) of the Mortgaged Property are subject to the limitations and provisions of the First Lien/First Lien Intercreditor Agreement and any other applicable Intercreditor Agreement to the extent provided therein. In the event of any conflict between the terms of the First Lien/First Lien Intercreditor Agreement or any other applicable Intercreditor Agreement and the terms of this Mortgage, the terms of such Intercreditor Agreement shall govern.

Section 7.21 Excluded Other First Lien Obligations. On or after the date hereof, Mortgagor may from time to time elect to exclude any Series of Other First Lien Obligations (as defined in the Collateral Agreement) from the Secured Obligations hereunder by delivering to the Collateral Agent a written notice identifying the Series to be excluded and stating that such Series shall be excluded from the Secured Obligations hereunder and certifying that such exclusion is permitted by the documents governing such Series, in which case such Series and the Other First Lien Obligations (as defined in the Collateral Agreement) thereunder shall, for all purposes of this Mortgage, not constitute "Secured Obligations" or "Other First Lien Obligations" (and shall be excluded from the definitions thereof and all derivative defined terms used herein), and shall not be secured by this Mortgage or otherwise subject to the terms hereof (it being understood that Mortgagor may execute and deliver a separate mortgage or other security agreement on the Mortgaged Property to secure such Series provided that such mortgage or other security agreement is made subject to the Intercreditor Agreements). Mortgagee agrees to execute any and all further documents, agreements and instruments (including amendments to this Mortgage) and take all such further actions that may be required or that Mortgagor may reasonably request in writing, in each case in connection with any exclusion of Other First Lien Obligations (as defined in the Collateral Agreement) from the Secured Obligations hereunder pursuant to this Section 7.21.

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ARTICLE VIII LOCAL LAW PROVISIONS

Section 8.1 Local Law Provisions. Notwithstanding anything to the contrary contained in this Mortgage but subject to the Intercreditor Agreements and to Section 5.18 of the Collateral Agreement, in the event of any conflict or inconsistency between the provisions of this Article VIII and the other provisions of this Mortgage, the provisions of this Article VIII will govern.

Section 8.2 Collateral Protection Act. Pursuant to the terms of the Collateral Protection Act (815 ILCS 180/1 et seq.), Mortgagor is hereby notified that unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by the Credit Agreement Documents and/or the Notes Indenture Documents, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the Mortgaged Property, which insurance may, but need not, protect the interest of Mortgagor in the Mortgaged Property. The coverage purchased by Mortgagee may not pay any claim made by Mortgagor or any claim made against Mortgagor in connection with the Mortgaged Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence the Mortgagor has obtained the insurance as required by the Credit Agreement Documents and/or the Notes Indenture Documents. If Mortgagee purchases insurance, the Mortgagor will be responsible for the costs of such insurance, including interest and any other charges imposed in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total obligation secured by this Mortgage. The costs of such insurance may be greater than the cost of insurance Mortgagor may be able to obtain for itself.

[remainder of this page intentionally left blank; signature pages follow]

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

MORTGAGOR:

NOVOLEX BAGCRAFT, INC.,
a Delaware corporation


By: 
Name: Lori B. Goldin
Title: Secretary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated:

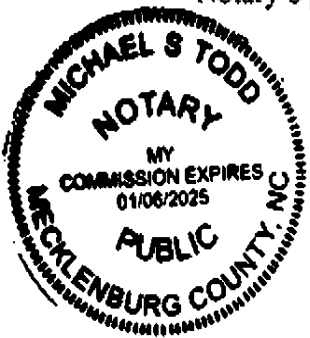
Name(s) of principal(s) Lori B. Goldin

Date: 08/04/22


Official Signature of Notary
Michael S. Todd
Notary's printed or typed name

My Commission Expires:
01/06/25

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Project Clydesdale – Mortgage - Cook County, IL

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EXHIBIT A LEGAL DESCRIPTION

Legal Description of located at 3900 W. 43rd Street, Chicago, IL:

The Land referred to herein below is situated in the County of Cook, State of IL, and is described as follows:

PARCEL 1:

An irregular shaped parcel of land in the West half of the Northwest quarter of Section 2, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the North line of private West 43rd Street (a private street), said North line of private West 43rd Street being 33.0 feet North of and parallel to the South line of the West half of the Northwest quarter of said Section 2, and a line 299.07 feet (measured parallel to aforesaid South line of the West half of the Northwest quarter of Section 2), West of and parallel to the East line of said West half of the Northwest quarter of Section 2, said last described parallel line being the Easterly boundary line of the premises conveyed by The First National Bank of Chicago to the then Trustees of the Central Manufacturing District by deed recorded May 27, 1957 as document 16915322; thence North along the last described parallel line, 308.29 feet to a point, said point being also the Northeast corner of the said premises conveyed by deed aforementioned; thence Northeasterly along a curve convex to the Southeast, having a radius of 295.12 feet, an arc distance of 229.84 feet, more or less, to its intersection with a line 519.27 feet, by rectangular measurement, North of and parallel to said South line of the West half of the Northwest quarter of Section 2, said point of intersection being 160.16 feet (measured parallel to aforesaid South line of the West half of the Northwest quarter of Section 2) West of said East line of the West half of the Northwest quarter of Section 2; thence East along the last described parallel line to a point 158.0 feet, by rectangular measurement, West of and parallel to said East line of the West half of the Northwest quarter of Section 2; thence Southeasterly along a curved line convex to the Southwest, having a radius of 584.21 feet, an arc distance of 209.83 feet, more or less, to a point which is 314.32 feet, by rectangular measurement, North of said South line of the West half of the Northwest quarter of Section 2 and 120.7 feet West of the East line of said West half of the Northwest quarter of Section 2, measured along a line parallel to the South line thereof; thence Southeasterly on a straight line to a point which is 212.9 feet, by rectangular measurement, North of the said South line of the West half of the Northwest quarter of Section 2, and 82.41 feet West of the East line of said West half of the Northwest quarter of Section 2, measured along a line parallel to the South line thereof; thence Southeasterly on a curve convex to the Northeast, having a radius of 562.19 feet, an arc distance of 19.0 feet, more or less, to a point which is 195.08 feet, by rectangular measurement, North of the South line of the West half of the Northwest quarter of Section 2 and 76.02 feet West of the East line of said West half of the Northwest quarter of Section 2, measured along a line parallel with the South line thereof; thence Southerly on a curve convex to the East, having a radius of 317.63 feet, an arc distance of 127.55 feet, more or less, to a point which is 69.58 feet, by rectangular measurement, North of said South line of the West half of the Northwest quarter of said Section 2, and 60.26 feet West of the East line of said West half of the Northwest quarter of Section 2, measured along a line parallel with the South line thereof; thence Southerly along a straight line to a point in the North line of West 43rd Street, aforementioned, said point being 63.05 feet West of the East line of said West half of the Northwest quarter of Section 2, measured along a line parallel with the South line thereof; thence West along said North line of West 43rd Street, a distance of 236.01 feet to the point of beginning, in Cook County, Illinois.

PARCEL 2:

That part of the West half of the Northwest quarter of Section 2, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the North line of West 43rd Street (a private street), said North line of West 43rd Street being 33.0 feet North of and parallel to the South line of the West half of the Northwest quarter of said Section 2, and a line 299.07 feet (measured parallel to aforesaid South line of the West half of the Northwest quarter of Section 2) West of

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and parallel to the East line of said West half of the Northwest quarter of Section 2, said last described parallel line being the Easterly boundary line of the premises conveyed by The First National Bank of Chicago to the then Trustees of the Central Manufacturing District by deed recorded May 27, 1957 as document 16915322; thence North along the last described parallel line, 182.0 feet; thence West along a line parallel to the North line of aforesaid West 43rd Street, 57.75 feet to an existing brick wall of a one story building; thence Southerly along the said brick wall and its Southerly extension, 182.0 feet to the North line of said West 43rd Street; thence East along said North line of said West 43rd Street, 60.05 feet to the point of beginning, in Cook County, Illinois.

PARCEL 3:

That part lying West of a straight line parallel to and 299.07 feet (measured parallel to the South line of the West half of the Northwest quarter of Section 2, West of the East line of the West half of the Northwest quarter of Section 2 of the following described premises: An irregular shaped parcel of land in the West half of Section 2, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the North line of private West 43rd Street (a private street), said North line of private West 43rd Street being 33.0 feet North of and parallel to the South line of the West half of the Northwest quarter of Section 2, and a line 784.07 feet, (measured parallel to aforesaid South line of the West half of the Northwest quarter of Section 2), West of and parallel to the East line of said West half of the Northwest quarter of said Section 2, said last described parallel line being the Easterly boundary line of the premises conveyed by The First National Bank of Chicago to the then Trustees of Central Manufacturing District by deed recorded July 26, 1951 as document 15132507; thence North along the last described parallel line, 248.02 feet to a point; thence Northeasterly on a straight line 131.28 feet, more or less, to its intersection with a line 301.0 feet, by rectangular measurement, North of and parallel to said South line of the West half of the Northwest quarter of said Section 2, said point of intersection being 654.07 feet (measured parallel to aforesaid South line of the West half of the Northwest quarter of said Section 2), West of said East line of the West half of the Northwest quarter of Section 2; thence East along the last described line to a point of curve, said point of curve being 447.89 feet (measured to aforesaid South line of the West half of the Northwest quarter of said Section 2), West of the Southeast line of the West half of the Northwest quarter of said Section 2; thence Northeasterly along a curve, convex to the Southeast, having a radius of 295.12 feet, an arc distance of 385.82 feet, more or less, to its intersection with a line 119.27 feet, by rectangular measurement, North of and parallel to said South line of the West half of the Northwest quarter of Section 2, said point of intersection being 160.16 feet (measured parallel to aforesaid South line of the West half of the Northwest quarter of Section 2) West of said East line of the West half of the Northwest quarter of Section 2; thence East along the last described parallel line to its intersection with a line 158.0 feet, by rectangular measurement, West of and parallel to the said East line of the West half of the Northwest quarter of Section 2, said last described parallel line being the Easterly boundary line of the premises conveyed by the Chicago River and Indiana Railroad Company to The First National Bank of Chicago by deed recorded June 7, 1951 as document 15094225; thence South along the last described parallel line to the said North line of private West 43rd Street; thence West along said North line of private West 43rd Street to the point of beginning, (EXCEPTING THEREFROM that part thereof described above as Parcel 2), in Cook County, Illinois.

For Information Only: Said premises are also known as 3900 W. 43rd Street, Chicago, IL and designated as Tax ID Nos. 19-02-100-013-0000, 19-02-100-027-0000, 19-02-100-028-0000, and 19-02-100-031-0000 on the Tax Map of Cook County.

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EXHIBIT B

PERMITTED ENCUMBRANCES

Each of the liens and other encumbrances excepted as being prior to the Lien hereof as set forth in Schedule B to the Pro Forma Loan Policy issued by First American Title Insurance Company, dated as of the date hereof and delivered to Mortgagee on the date hereof, bearing First American Title Insurance Company reference number 54086 relating to the real property described in Exhibit A attached hereto.

Property of Cook County Clerk's Office