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0320611136
Eugene "Gene" Moore Fee: \$202.00
Cook County Recorder of Deeds
Date: 07/25/2003 08:18 AM Pg: 1 of 41

SECOND LEASEHOLD MORTGAGE, ASSIGNMENT OF SUBLEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

From

CROWN CORK & SEAL COMPANY (USA), INC.,

as Mortgagor



To

CITICORP NORTH AMERICA, INC.

as Collateral Agent, Mortgagee

Doc#: 0331618108
Eugene "Gene" Moore Fee: \$102.00
Cook County Recorder of Deeds
Date: 11/12/2003 02:46 PM Pg: 1 of 40

Dated: July 10, 2007
Premises: 5555 W. 115th Street
Alsip, Illinois
and
11535 S. Central Avenue
Alsip, Illinois
Cook County

This document is being re-recorded to include recording information of a Memorandum of Lease, inserted into page 5 of this Second Leasehold Mortgage.

Instrument prepared by [REDACTED]

Athy A. Mobilia, Esq.
Cahill Gordon & Reindel
80 Pine Street
New York, NY 10005

RECORD AND RETURN TO:

Robin Cooper, Ass't Vice President
Fidelity National Title Insurance Co.
1500 Walnut Street, Suite 400
Philadelphia, PA 19102

BOX 237 7P

Property of Cook County Clerk's Office

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A001911209

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SECOND LEASEHOLD MORTGAGE, ASSIGNMENT OF SUBLEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS SECOND LEASEHOLD MORTGAGE, ASSIGNMENT OF SUBLEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT dated as of July ¹⁰, 2003 (this "**Mortgage**"), by CROWN CORK & SEAL COMPANY (USA), INC., a Delaware corporation, having an office at One Crown Way, Philadelphia, Pennsylvania 19154 (the "**Mortgagor**"), to CITICORP NORTH AMERICA, INC., ("**Citicorp**"), a corporation organized under the laws of the State of Delaware, having an office at 390 Greenwich Street, New York, New York 10013, as collateral agent (in such capacity, the "**Collateral Agent**") for the benefit of the Second Lien Secured Parties (as such terms are defined below) (the "**Mortgagee**").

RECITALS:

A. Crown Cork & Seal Americas, Inc., ("**Crown Usco**"), as U.S. borrower (in such capacity, the "**U.S. Borrower**"), Crown European Holdings SA, a *société anonyme* organized under the laws of France ("**Crown Euroco**"), as non-U.S. borrower (in such capacity, the "**Non-U.S. Borrower**"), the Subsidiary Borrowers named therein (the "**Subsidiary Borrowers**"), and together with the U.S. Borrower and the Non-U.S. Borrower, the "**Borrowers**"), Crown Holdings, Inc. ("**Crown Holdings**"), Crown Cork & Seal Company, Inc. ("**CCSC**"), Crown International, Inc. ("**Crown International**"), the subsidiary guarantors party thereto, the lenders from time to time party thereto (the "**Lenders**"), Citicorp North America, Inc. ("**Citi/SSB**"), as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**"), Deutsche Bank Securities, Inc. ("**DBSI**"), as syndication agent (in such capacity, together with its successors and assigns in such capacity, the "**Syndication Agent**"), DBSI and Salomon Smith Barney Inc. ("**SSB**"), as joint lead arrangers and as bookrunners and ABN AMRO Incorporated ("**ABN**"), as joint bookrunner (in such capacities, together with its successors and assigns in such capacities, the "**Joint Lead Arrangers**") and ABN AMRO N.V., as documentation agent (in such capacity, together with its successors and assigns in such capacity, the "**Documentation Agent**") have entered into that certain credit agreement dated as of February 26, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), which term shall also include and refer to any increase in the amount of indebtedness under the Credit Agreement to the extent permitted by the Second Lien Notes Indenture (as hereinafter defined) and the Third Lien Notes Indenture (as hereinafter defined) and any refinancing or replacement of the Credit Agreement or one or more successor or replacement facilities whether or not with a different group of agents or lenders and whether or not with different obligors upon the Administrative Agent's acknowledgment of the termination of the predecessor Credit Agreement) pursuant to which the Lenders have agreed to make certain Loans (as defined in the Credit Agreement and hereinafter referred to as the "**Loans**") and issue certain Letters of Credit (as defined in the Credit Agreement) to or for the account of the Borrowers upon the terms and subject to the conditions set forth in the Credit Agreement.

B. Contemporaneously with the execution and delivery of this Mortgage, Crown Holdings and each of the direct and indirect Domestic Subsidiaries of Crown Holdings (together with each other Domestic Subsidiary of Crown Holdings that from time to time after the date hereof guarantee the obligations of the Borrowers under the Credit Agreement and the other Loan Documents, the "**Guarantors**") will guarantee or become co-obligors of the obligations of the Borrowers under the

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Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time and together with any further guarantees by the Guarantors of the obligations of the Borrowers under the Credit Agreement and the other Loan Documents, the “**Credit Guarantees**”).

C. It is contemplated that, from time to time, to the extent permitted by the Credit Agreement then in effect, Crown Holdings or any of the direct or indirect Domestic Subsidiaries of Crown Holdings may enter into one or more Hedging Agreements (collectively, the “**Bank Related Hedging Agreements**”) with any lender or Affiliate thereof or any other Person permitted under the Credit Agreement at the time such Bank Related Hedging Agreement was entered into (individually, a “**Bank Related Hedging Exchanger**” and, collectively, the “**Bank Related Hedging Exchangers**”) and the obligations of Crown Holdings or its Domestic Subsidiaries under such Bank Related Hedging Agreements, including the obligation to make payments in the event of early termination thereunder (all such obligations being the “**Bank Related Hedging Obligations**”), will be secured by a first mortgage lien on and security interest in the Mortgaged Property (as hereinafter defined) pursuant to a First Mortgage; provided that for any Bank Related Hedging Exchanger to receive the benefit of such First Mortgage (as hereinafter defined) on the Mortgaged Property, it shall execute and deliver to the Collateral Agent an acknowledgment to the U.S. Intercreditor Agreement (as hereinafter defined) in the form annexed thereto (each such acknowledgment, a “**Intercreditor Acknowledgment**”) agreeing to be bound by the terms thereof.

D. It is contemplated that, to the extent permitted by the Credit Agreement, Crown Holdings or any of the direct or indirect Domestic Subsidiaries of Crown Holdings may from time to time enter into one or more Bank Related Cash Management Agreements (as defined herein) with one or more Lenders or their respective Affiliates or any other Person permitted under the Credit Agreement at the time such Bank Related Cash Management Agreement was entered into (collectively, the “**Bank Related Cash Management Exchangers**”) and it is desired that the obligations of Crown Holdings or its Domestic Subsidiaries under such Bank Related Cash Management Agreements, including the obligation to make payments in the event of early termination thereunder (all such obligations being the “**Bank Related Cash Management Obligations**”), be secured by a first mortgage lien on and security interest in the Mortgaged Property pursuant to a First Mortgage and be guaranteed by the Guarantors pursuant to the Credit Guarantees; provided that for any Bank Related Cash Management Exchanger to receive the benefit of such First Mortgage and the Credit Guarantees, it shall execute and deliver to the Collateral Agent an Intercreditor Acknowledgment agreeing to be bound by the terms thereof.

E. Contemporaneously with the execution and delivery of the Credit Agreement, (i) Crown Euroco, as issuer (in such capacity, the “**Second Lien Issuer**”) is issuing \$1,085,000,000 aggregate principal amount of 9½% Second Lien Senior Secured Notes due 2011 (the “**Second Lien Dollar Notes**”) and €285,000,000 aggregate principal amount of 10¼% Second Lien Senior Secured Notes due 2011 (the “**Second Lien Euro Notes**”) and, together with the Second Lien Dollar Notes, the “**Second Lien Notes**”, which term shall include (a) any exchange notes which are issued in a registered exchange offer for the Second Lien Notes and (b) any additional Second Lien Notes issued by the Second Lien Issuer after the date hereof under the Second Lien Notes Indenture (as hereinafter defined) to the extent that such issuance is permitted by the applicable Financing Documents, and any exchange notes issued in a registered exchange offer for such additional Second Lien Notes), in each case under an indenture (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Notes Indenture**”) among the Second Lien Issuer and Wells Fargo Bank Minnesota, National Association, as trustee for the holders of the Second Lien Notes (in such

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capacity, together with its successors and assigns in such capacity, the “**Second Lien Notes Trustee**”) and (ii) each of the Guarantors are guaranteeing or becoming co-obligors of the Obligations of the Second Lien Issuer under the Second Lien Notes Indenture (as amended, amended and restated, supplemented or otherwise modified from time to time and together with any future guarantees by the Guarantors of the Obligations of Second Lien Issuer under the Second Lien Notes Indenture, the “**Second Lien Notes Guarantees**”).

F. Contemporaneously with the execution and delivery of the Credit Agreement, (i) Crown Euroco, as issuer (in such capacity, the “**Third Lien Issuer**”) is issuing \$725,000,000 aggregate principal amount of 10⁷/₈% Third Lien Senior Secured Notes due 2013 (the “**Third Lien Notes**”), which term shall include (a) any exchange notes which are issued in a registered exchange offer for the Third Lien Notes and (b) any additional Third Lien Notes issued by the Third Lien Issuer after the date hereof under the Third Lien Notes Indenture (as hereinafter defined) to the extent that such issuance is permitted by the applicable Financing Documents, and any exchange notes issued in a registered exchange offer for such additional Third Lien Notes, in each case under an indenture (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Third Lien Notes Indenture**”) among Third Lien Issuer and Wells Fargo Bank Minnesota, National Association, as trustee for the holders of the Third Lien Notes (in such capacity, together with its successors and assigns in such capacity, the “**Third Lien Notes Trustee**”) and (ii) each of the Guarantors are guaranteeing or becoming co-obligors of the obligations of the Third Lien Issuer under the Third Lien Notes Indenture (as amended, amended and restated, supplemented or otherwise modified from time to time and together with any future guarantees or co-issuance by the Guarantors of the obligations of Third Lien Issuer under the Third Lien Notes Indenture, the “**Third Lien Notes Guarantees**”).

G. It is contemplated that, from time to time, to the extent permitted by the Credit Agreement and the Indentures, Crown Euroco may issue certain Additional Second Lien Indebtedness (as hereinafter defined), which may be guaranteed or co-issued by the Guarantors (any indenture, debenture, note, guaranty, loan agreement, credit agreement or other document executed by Crown Euroco or any other Guarantor in connection with the issuance of any such Additional Second Lien Indebtedness is referred to herein as an “**Additional Second Lien Indebtedness Document**” individually, and the “**Additional Second Lien Indebtedness Documents**” collectively, and any trustee or like representative of the holders of any such Additional Second Lien Indebtedness is referred to herein as an “**Additional Second Lien Indebtedness Representative**”), which Additional Second Lien Indebtedness Documents may be secured by the Mortgaged Property, provided that for any holder of any Additional Second Lien Indebtedness to receive the benefit of this Mortgage, it shall cause an Additional Second Lien Indebtedness Representative to execute and deliver to the Collateral Agent an Intercreditor Acknowledgment.

H. It is contemplated that, from time to time, to the extent permitted by the Credit Agreement and the Indentures, Crown Euroco may issue certain Additional Third Lien Indebtedness (as hereinafter defined), which may be guaranteed or co-issued by the Guarantors (any indenture, debenture, note, guaranty, loan agreement, credit agreement or other document executed by Crown Euroco or any other Guarantor in connection with the issuance of any such Additional Third Lien Indebtedness is referred to herein as an “**Additional Third Lien Indebtedness Document**” individually, and the “**Additional Third Lien Indebtedness Documents**” collectively, and any trustee or like representative of the holders of any such Additional Third Lien Indebtedness is referred to herein as an “**Additional Third Lien Indebtedness Representative**”), which Additional Third Lien Indebtedness Documents may be secured by a third lien on the Mortgaged Property pursuant to a Third

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Mortgage (as hereinafter defined); provided that for any holder of any Additional Third Lien Indebtedness to receive the benefit of such Third Mortgage, it shall cause an Additional Third Lien Indebtedness Representative to execute and deliver to the Collateral Agent an Intercreditor Acknowledgment.

I. (a) The Administrative Agent and the U.K. Administrative Agent (for their benefit and the benefit of the Lenders and the other Agents (as defined in the Credit Agreement)), (b) the Collateral Agent (for its benefit and the benefit of the First Lien Secured Parties, the Second Lien Secured Parties and the Third Lien Secured Parties (each as hereinafter defined)), (c) the Bank Related Hedging Exchangers who have executed and delivered an Intercreditor Acknowledgment, if any, (d) the Bank Related Cash Management Exchangers who have executed and delivered an Intercreditor Acknowledgment, if any, (e) the Second Lien Notes Trustee (for its benefit and for the benefit of the holders of the Second Lien Notes), (f) the Third Lien Notes Trustee (for its benefit and for the benefit of the holders of the Third Lien Notes) have entered into that certain U.S. Intercreditor and Collateral Agency Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Intercreditor Agreement") with Crown Holdings, CCSC, Crown International, Crown Usco, the Guarantors and the other persons who may from time to time become party thereto in accordance with the provisions thereof, which agreement provides for the respective interests of the various parties relating to the Mortgaged Property.

J. Contemporaneously with the execution and delivery of the Credit Agreement, Crown Usco, Crown Holdings, Crown International, CCSC, the Domestic Subsidiaries from time to time party thereto and the Collateral Agent have entered into that certain security agreement (as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time, the "Security Agreement").

K. It is a condition precedent to the effectiveness of the Second Lien Notes Documents (as hereinafter defined) that the Mortgagor shall have executed and delivered this Mortgage in favor of the Collateral Agent for (i) its benefit and (ii) for the benefit of the Second Lien Secured Parties, to secure the payment and performance with respect to any of the Second Lien Notes Documents of the Second Lien Obligations and any and all obligations, liabilities and indebtedness of every kind, nature and description (whether or not constituting future advances or otherwise) from time to time owing by, or on behalf of, CCSC, Crown Holdings, Crown International, Crown Usco, Crown Euroco or any Guarantor under, or in connection with, the Second Lien Notes Documents, including principal, interest, charges, fees, premiums, indemnities and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, evidenced by or arising under any of the Second Lien Notes Documents whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Second Lien Notes Documents, or after the commencement of any case with respect to Crown Holdings, Crown International, Crown Usco, Crown Euroco, CCSC or any Guarantor under the Bankruptcy Code or any state insolvency law or similar statute (and including, without limitation, any principal, interest, fees, costs, expenses and other amounts, which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in any such case or similar proceeding), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and whether arising directly or howsoever acquired (all such monetary and other obligations described in this Recital being collectively called the "Obligations"); provided that this Mortgage shall only secure, at any time, the portion of the Obligations constituting Exempted Indebtedness that is equal to the maximum aggregate amount of Ex-

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empted Indebtedness that may be secured at such time without causing any Public Debt to be required to be equally and ratably secured. Such portion shall be allocated in the manner set forth in the U.S. Intercreditor Agreement.

L. Pursuant to the requirements of the Second Lien Notes Documents, the Mortgagor is entering into this Mortgage to create a second priority mortgage lien on and security interest in the Mortgaged Property to secure the performance and payment by the Mortgagor of the Obligations. The Financing Documents also require the granting by the Mortgagor of a First Mortgage, Assignment of Subleases and Rents, Security Agreement and Financing Statement (the "**First Mortgage**") in the Mortgaged Property in favor of the Collateral Agent for the benefit of the First Lien Secured Parties to secure the First Lien Obligations (as hereinafter defined). It is expressly understood and agreed that this Mortgage shall at all times remain subject and subordinate to the First Mortgage, except to the extent the obligations secured by the First Mortgage are required to be equally and ratably secured with any Public Debt pursuant to the terms and conditions of the U.S. Intercreditor Agreement. The Financing Documents also require the granting by the Mortgagor of a Third Mortgage, Assignment of Subleases and Rents, Security Agreement and Financing Statement (the "**Third Mortgage**") in the Mortgaged Property in favor of the Collateral Agent for the benefit of the Third Lien Secured Parties to secure the Third Lien Obligations (as hereinafter defined). It is expressly understood and agreed that the Third Mortgage shall at all times remain subject and subordinate to this Mortgage, except to the extent the obligations secured by the Third Mortgage are required to be equally and ratably secured with any Public Debt pursuant to the terms and conditions of the U.S. Intercreditor Agreement.

M. Mortgagor is the owner and holder of the tenant's interest under that certain Lease dated as of December 31, 1999 (as amended from time to time in accordance with the provisions of this Mortgage, the "**Mortgaged Lease**"), between Crown Cork & Seal Technologies Corp., as landlord (together with its successors and assigns, "**Lessor**") and Mortgagor, as tenant, which affects the property description on Exhibit A hereto. A memorandum of lease relating to the Mortgaged Lease was recorded on 7/25/08 at Book Page in the real property records of Cook County, Illinois.
as Document No. 0320611139

N. The Financing Documents also require the granting by other Guarantors of mortgages, deeds of trust and deeds to secure debt (the "**Other Mortgages**") that create mortgage liens on and security interests in certain Mortgaged Properties other than the Mortgaged Property to secure the performance of the Obligations; provided that the Other Mortgages shall only secure, at any time, the portion of the Obligations constituting Exempted Indebtedness that is equal to the maximum aggregate amount of Exempted Indebtedness that may be secured at such time without causing any Public Debt to be required to be equally and ratably secured.

Granting Clauses

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

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TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and assigns, forever, the Security Interest shall be subject only to the (i) the encumbrances listed on Exhibit B hereto (collectively, the “**Permitted Encumbrances**”) and (ii) Permitted Liens of the type described in clauses (i), (iii), (vi), (vii), (viii), (xiii), (xiv), (xv) and (xvi) of the definition thereof in the Credit Agreement, upon the terms and trust herein set forth for the benefit and security of the Mortgagee (for the benefit of the Second Lien Secured Parties in accordance with the terms of the U.S. Intercreditor Agreement).

The maximum principal debt or obligation which is, or under any contingency may be secured at the date of execution hereof or any time thereafter by this Mortgage is the lesser of (a) the portion of the Obligations constituting Exempted Indebtedness that is equal to the maximum aggregate amount of Exempted Indebtedness that may be secured at such time without causing any Public Debt to be required to be equally and ratably secured and (b) the maximum amount of indebtedness outstanding under the Financing Documents (the lesser of (a) and (b) called hereafter the “**Secured Amount**”); which “**Secured Amount**” shall first serve to secure, and be reduced by, the obligations in respect of the First Lien Obligations; provided that if any negative pledge covenant in any indenture pursuant to which such Public Debt is required to be equally and ratably secured by the Mortgaged Property is either triggered or if all such negative pledge covenants in such indentures cease to exist, then the Secured Amount shall equal to the maximum aggregate amount of indebtedness outstanding. So long as the aggregate amount of the Obligations exceeds the Secured Amount, any payments and repayments of the Obligations shall not be deemed to be applied against, or to reduce, the Secured Amount.

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

Notwithstanding anything to the contrary in this Mortgage, if any Public Debt is required to be secured by Principal Property (as hereinafter defined) due to the triggering of a negative pledge covenant in any indenture, agreement or instrument pursuant to which such Public Debt is issued, the Obligations secured by this Mortgage shall be secured equally and ratably with (i) such Public Debt with respect to any mortgage lien granted to secure the Public Debt on the Mortgaged Property, (ii) any First Mortgage on the Mortgaged Property in favor of the Collateral Agent for the benefit of the First Lien Secured Parties to secure the First Lien Obligations and (iii) any Third Mortgage on the Mortgaged Property in favor of the Collateral Agent for the benefit of the Third Lien Secured Parties to secure the Third Lien Obligations, in each case of the foregoing (i), (ii) and (iii), so long as such Public Debt is so secured.

ARTICLE I

Representations, Warranties and Covenants of Mortgagor

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

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SECTION 1.01. Title. (a) Mortgagor owns the tenant's interest in the Mortgaged Lease and has good and marketable title to:

- (i) a valid leasehold interest or a license to use the Land, the Premises and the Improvements; and
- (ii) all of the Personal Property;

subject only to the (i) the Permitted Encumbrances and (ii) Permitted Liens of the type described in clauses (i), (iii), (vi), (vii), (viii), (xiii), (xiv), (xv) and (xvi) of the definition thereof in the Credit Agreement.

(b) (i) The Mortgaged Lease creates a valid and subsisting leasehold interest in Mortgagor, Superior and paramount to all other leases respecting the property which is demised to Mortgagor under the Mortgaged Lease, (ii) the Mortgaged Lease is in full force and effect and to the Mortgagor's best knowledge no default (nor any event which, with notice or lapse of time or both, would constitute such a default) has occurred or is continuing under the Mortgaged Lease, and (iii) the Mortgaged Lease is not subject to any defenses, offsets or counterclaims to the Mortgagor's best knowledge and there have been no renewals or extensions of or supplements, modifications or amendments to the Mortgaged Lease not previously disclosed to Mortgagee.

(c) With respect to each Sublease relating to the Mortgaged Property, of any, each such Sublease is in full force and effect and to Mortgagor's best knowledge no default (nor any event which, with notice or lapse of time or both, would constitute such a default) has occurred or is continuing thereunder.

(d) It is in actual possession of the Premises.

(e) Mortgagor is not obligated under, and the Mortgaged Property is not bound by or subject to, any right of first refusal, option or other contractual right to sell, assign or otherwise dispose of any Mortgaged Property or any interest therein [except as otherwise set forth on Exhibit C hereto].

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

(g) This Mortgage, when duly recorded in the appropriate public records and when financing statements are duly filed in the appropriate public records, will create a valid, perfected and enforceable lien upon and security interest in all the Mortgaged Property subject only to (i) the Permitted Encumbrances and (ii) Permitted Liens of the type described in clauses (i), (iii), (vi), (vii), (viii), (xiii), (xiv), (xv) and (xvi) of the definition thereof in the Credit Agreement. As of the date hereof, there are no defenses or offsets to this Mortgage that will be asserted by Mortgagor or its Affiliates (or any third party defense or offset now known to Mortgagor or its Affiliates) or to any of

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the Obligations secured hereby for so long as any portion of the Obligations is outstanding. Mortgagor will forever warrant and defend its title to the Mortgaged Property, the rights of the Mortgagee therein under this Mortgage and the validity and priority of the lien of this Mortgage thereon against the claims of all persons and parties except those having rights under Permitted Encumbrances to the extent of those rights.

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

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

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

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

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

(c) At any time that an Event of Default shall occur hereunder and be continuing, or if required by any law applicable to Mortgagor or to Mortgagee, Mortgagee shall have the right to direct Mortgagor to make an initial deposit on account of real estate taxes and assessments, insurance premiums and common area charges, levied against or payable in respect of the Mortgaged Property in advance and thereafter on a quarterly basis, each such deposit to be equal to one-quarter of any such annual charges estimated in a reasonable manner by Mortgagee in order to accumulate with Mortgagee sufficient funds to pay such taxes, assessments, insurance premiums and charges. Notwithstanding the foregoing provisions of this subsection 1.03(c), no deposit with Mortgagee in respect of any item contemplated by this subsection 1.03(c) shall be required if and for so long as deposits in respect of such item are made by Mortgagor to Lessor under the Mortgaged Lease.

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

SECTION 1.05. Plans, Alterations and Waste; Repairs. Mortgagor will keep and maintain the Improvements and the Personal Property in the manner described in the applicable Financing Documents and as may be required by the Mortgaged Lease.

SECTION 1.06. Insurance. Mortgagor will keep or cause to be kept the Improvements and Personal Property insured against such risks, and in the manner, described in the applicable Financing Documents; provided, however, that (i) to the extent that the terms of the Financing Documents and the Mortgaged Lease require identical coverage, Mortgagor need only maintain one policy or group of policies providing such coverage, (ii) to the extent Landlord is required to maintain such insurance pursuant to the Mortgaged Lease, Mortgagor shall not be required to maintain such insurance with respect to the Mortgaged Property and (iii) in the event that the Mortgagor's compliance with the provisions of the Financing Documents with respect to insurance will result in a default under the Mortgaged Lease, Mortgagor need only comply with the provisions of the Financing Documents to the greatest extent possible without causing a default under the Mortgaged Lease.

SECTION 1.07. Casualty Condemnation/Eminent Domain. Mortgagor shall give Mortgagee prompt written notice, in addition to any notices required under the Mortgaged Lease, of any casualty or other damage to the Mortgaged Property in an amount in excess of \$1,000,000 or the commencement of any action or proceeding for the taking of the Mortgaged Property or any portion thereof or interest therein under power of eminent domain or by condemnation or any similar proceeding. Any Net Proceeds (as defined in the Credit Agreement) received by or on behalf of the Mortgagor in respect of any such casualty, damage or taking, subject to the provisions of and to the greatest extent permitted by the Mortgaged Lease, shall constitute trust funds held by the Mortgagor

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for the benefit of the Second Lien Secured Parties to be applied, subject to the rights of Lessor under the Mortgaged Lease, to restoration of the Mortgaged Property or, if any such Net Proceeds will be applied toward the payment of the Obligations, to be applied in accordance with the U.S. Intercreditor Agreement.

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

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

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

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

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have collected any Rents, shall be authorized to pay Rents to Mortgagor only after such tenant or any of their successors in interest shall have received written notice from Mortgagee that the Event of Default is no longer continuing, unless and until a further notice of an Event of Default is given by Mortgagee to such tenant or any of its successors in interest.

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

(f) Mortgagor shall furnish to Mortgagee, within 30 days after a request by Mortgagee to do so, a written statement containing the names of all tenants, subtenants and concessionaires of the Premises or Improvements, the terms of any Sublease, the space occupied and the rentals or license fees payable thereunder.

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

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

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

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SECTION 1.11. Filing and Recording. Mortgagor will cause this Mortgage, any other security instrument creating a security interest in or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the security interest of Mortgagee in the Mortgaged Property. Mortgagor will pay all filing, registration and recording fees, all Federal, state, county and municipal recording, documentary or intangible taxes and other taxes, duties, imposts, assessments and charges, and all reasonable expenses incidental to or arising out of or in connection with the execution, delivery and recording of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Personal Property or any instrument of further assurance. Mortgagor shall (if it has not already done so), at its sole cost and expense, properly, duly and validly record an appropriate memorandum of the Mortgaged Lease and any material amendments or supplements thereto in each jurisdiction in which any of the Land may be situated.

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

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

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

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the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Mortgagee in respect thereof.

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

Name and Address of the debtor: Crown Cork & Seal Company (USA), Inc. One Crown Way Philadelphia, PA 19154	Name and Address of the secured party: Citicorp North America, Inc., as Collateral Agent 390 Greenwich Street New York, New York 10013
Type of Organization: Corporation Organizational ID#: 2695500	Jurisdiction of Formation: Delaware
This Financing Statement covers the following types or items of property: This instrument covers the Mortgaged Property and goods or items of personal property which are or are to become Fixtures upon the real property described in <u>Exhibit A</u> attached hereto. The name of the record owner of the Land on which such Fixtures are or are to be located is Crown Cork & Seal Technologies Corp.	

ARTICLE II

Defaults and Remedies

SECTION 2.01. Reserved.

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

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SECTION 2.03. Rights to Take Possession, Operate and Apply Revenues. (a) If an Event of Default shall occur and be continuing, Mortgagor shall, upon demand of Mortgagee, forthwith surrender to Mortgagee actual possession of the Mortgaged Property and, if and to the extent not prohibited by applicable law, Mortgagee itself, or by such officers or agents as it may appoint, may then (A) give notice of such Event of Default to Lessor, (B) to the extent permitted by the Mortgaged Lease, act in all respects as lessee in respect of the Mortgaged Lease and perform, on behalf of and for the account of Mortgagor, any of the obligations of lessee thereunder, (C) enter and take possession of all the Mortgaged Property without the appointment of a receiver or an application therefor, exclude Mortgagor and its agents and employees wholly therefrom, and have access to the books, papers and accounts of Mortgagor.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by Mortgagee, Mortgagee may to the extent not prohibited by applicable law, obtain a judgment or decree conferring upon Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of the Mortgaged Property to Mortgagee, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor will pay to Mortgagee, upon demand, all reasonable expenses of obtaining such judgment or decree, including reasonable compensation to Mortgagee's attorneys and agents with interest thereon at the Default Interest Rate from and after the date such amount is due, owing or unpaid until paid in full; and all such expenses and compensation shall, until paid, be secured by this Mortgage.

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

(d) Whenever, before any sale of the Mortgaged Property under Section 2.06, all Obligations that are then due shall have been paid and all Events of Default fully cured, Mortgagee will surrender possession of the Mortgaged Property back to Mortgagor, its successors or assigns. The

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same right of taking possession shall, however, arise again if any subsequent Event of Default shall occur and be continuing.

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

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

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

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

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

(d) If an Event of Default shall occur and be continuing, Mortgagee may instead of, or in addition to, exercising the rights described in Section 2.06(a) above and either with or without entry or taking possession as herein permitted, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to specifically enforce payment of some or all of the Obligations, or the performance of any term, covenant, condition or agreement of this Mortgage or any other applicable Financing Document or any other right, or (ii) to pursue any other remedy available to Mortgagee, all as Mortgagee shall determine most effectual for such purposes.

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

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

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

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

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

SECTION 2.10. Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Mortgagor waives, to the extent not prohibited by law, (i) the benefit of all laws now existing or that hereafter may be enacted (x) providing for any appraisement or valuation of any portion of the Mortgaged Property and/or (y) in any way extending the time for the enforcement or the collection of amounts due under any of the Obligations or creating or extending a period of re-

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demption from any sale made in collecting said debt or any other amounts due Mortgagee, (ii) any right to at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any homestead exemption, stay, statute of limitations, extension or redemption, or sale of the Mortgaged Property as separate tracts, units or estates or as a single parcel in the event of foreclosure or notice of deficiency, and (iii) all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of or each of the Obligations and marshaling in the event of foreclosure of this Mortgage.

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

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

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

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

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

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rights hereunder or impair any rights, powers or remedies consequent on any future Event of Default by Mortgagor.

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

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

The word "sale" as used in this Article II with respect to the Mortgaged Lease shall mean the sale, transfer, assignment or conveyance for value of the leasehold interest of Mortgagor in the Mortgaged Lease, together with all of Mortgagor's right, title and interest in and to the other items comprising the Mortgaged Property.

ARTICLE III

Miscellaneous

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

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

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

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

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

SECTION 3.05. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Mortgage.

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

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Mortgagee hereunder shall not impair the lien of any of the Other Mortgages and other Security Documents or any of Mortgagee's rights and remedies thereunder. Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the Other Mortgages and other Security Documents separately or concurrently and in any order that it may deem appropriate and waives any rights of subrogation.

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

SECTION 3.08. Mortgaged Lease. (a) Mortgagor shall punctually and properly perform, observe and otherwise comply with each and every covenant, agreement, requirement and condition set forth in the Mortgaged Lease and do or cause to be done all things necessary or appropriate to keep the Mortgaged Lease in full force and effect and to preserve and keep unimpaired the rights of Mortgagee thereunder. Upon request of Mortgagee, Mortgagor shall, subject to the terms of the Mortgaged Lease, request from Lessor an estoppel certificate, addressed to Mortgagee, stating that there is no default under the Mortgaged Lease, or any state of facts which, with the passage of time or notice or both, would constitute a default thereunder, or if there be any default under the Mortgaged Lease, giving the details thereof; provided, however, that to the extent Lessor either does not have any obligation under the Mortgaged Lease to provide Mortgagor with such estoppel certificate or Lessor does not provide Mortgagor with such estoppel certificate upon Mortgagor's request, Mortgagor's failure to provide such estoppel certificate to Mortgagee shall not constitute a default under this Mortgage.

(b) In the event Mortgagor acquires the fee simple title or any other estate or interest in the property subject to the Mortgaged Lease, such acquisition will not, without the prior written consent of Mortgagee (which consent shall not be unreasonably withheld), be deemed to merge with the leasehold estate created by the Mortgaged Lease, but such other estate or interest will, without the prior written consent of Mortgagee (which consent shall not be unreasonably withheld), remain discrete and immediately become subject to the Lien of this Mortgage. The Mortgagor shall execute, acknowledge and deliver any instruments requested by Mortgagee to confirm the coverage of the Lien evidenced hereby upon such other estate or interest or, if there is such a merger (by operation of law or otherwise), execute, acknowledge and deliver any instruments requested by Mortgagee to provided (and/or confirm) the mortgage lien upon such merged estate. Mortgagor shall pay any and all conveyance or mortgage taxes and filing or similar fees in connection with the execution, delivery, filing or recording of any such instrument.

(c) Mortgagor shall promptly notify Mortgagee in writing of the occurrence of any material default (or any event which, with the lapse of time or notice or both, could reasonably be expected to constitute a material default) on the part of or caused by any party to the Mortgaged Lease. If for any reason Mortgagor cannot timely make any payment under the Mortgaged Lease or perform or comply with any of its obligations under the Mortgaged Lease, Mortgagor shall notify Mortgagee in sufficient time to enable Mortgagee (but Mortgagee shall not be obligated) to timely make such payments and/or to perform or comply with such other obligations. On receipt by Mortgagee from Mortgagor pursuant to this subsection 3.08(c), or from Lessor under the Mortgaged Lease, of any such notice of default by, or inability to make any payment by, Mortgagor thereunder, Mortgagee may rely

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thereon and, after notice to Mortgagor, take such action as Mortgagee deems necessary or desirable to cure such default.

(d) Mortgagor shall not surrender the leasehold estate created by the Mortgaged Lease, or terminate or cancel the Mortgaged Lease prior to its current expiration date or as otherwise permitted under the Credit Agreement, without the prior consent of Mortgagee. Mortgagor shall not, without the prior written consent of Mortgagee, amend, modify, surrender, impair, forfeit, cancel or terminate, or permit the amendment, modification, surrender, impairment, forfeiture, cancellation or termination of, the Mortgaged Lease in whole or in part, whether or not a default shall have occurred and shall be continuing under either thereof. Any such termination, cancellation, modification, change, supplement, alteration, amendment or extension without the prior written consent contemplated by this subsection 3.08(d) shall be void and of no force or effect; provided, however, that Mortgagor shall not have any obligation to renew the Mortgaged Lease, exercise any right, if any, to renew the Mortgaged Lease or exercise any purchase option, if any, under the Mortgaged Lease.

(e) No release or forbearance of any of Mortgagor's obligations under the Mortgaged Lease, pursuant to the terms thereof, by agreement, operation of law or otherwise, shall release Mortgagor from any of Mortgagor's obligations under this Mortgage, including, without limitation, Mortgagor's obligations with respect to the payment of rent as provided in the Mortgaged Lease and the performance of all of the other terms, provisions, covenants, conditions and agreements contained in the Mortgaged Lease to be performed by Mortgagor thereunder; provided, however, that should the Mortgaged Lease expire in accordance with the terms thereof, this Section 3.08(e) shall not apply.

(f) The leasehold estate of Mortgagor created by the Mortgaged Lease and the estate of Lessor under the Mortgaged Lease shall each at all times remain separate and apart and retain their separate identities, and no merger of the leasehold or easement estate of Mortgagor with the estate of Lessor will result with respect to Mortgagee or with respect to any purchaser acquiring the Mortgaged Property at any sale on foreclosure of the Lien of this Mortgage without the written consent of Mortgagee. In the event the Mortgagor shall acquire a fee interest or other interest in the Mortgaged Property, the Mortgagor shall execute, acknowledge and deliver all instruments requested by the Mortgagee to confirm the Lien evidenced hereby upon such fee estate or other interest.

(g) Mortgagor covenants and agrees that the Mortgaged Lease now is and shall at all times while the Obligations remain outstanding be subject in each and every respect to the terms, conditions and Lien of this Mortgage. Mortgagor shall execute, acknowledge and deliver any instruments requested by Mortgagee to confirm the foregoing.

(h) Mortgagor covenants and agrees that if it shall be the subject of a proceeding under the Federal Bankruptcy Code, it shall not elect to treat the Mortgaged Lease as terminated (pursuant to Section 365 of the Federal Bankruptcy Code or any similar statute or law) without the prior written consent of Mortgagee.

SECTION 3.09. Definitions. The following terms shall have the following meanings:

"Additional Second Lien Indebtedness" means unsubordinated indebtedness of Crown Euroco issued or incurred on or after the date hereof, to the extent permitted to be incurred by the Credit Agreement and each other applicable Financing Document, which indebtedness is secured by a second priority Lien on the Mortgaged Property.

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“Additional Third Lien Indebtedness” means unsubordinated indebtedness of Crown Euroco issued or incurred on or after the date hereof, to the extent permitted to be incurred by the Credit Agreement and each other applicable Financing Document.

“Bank Related Cash Management Agreements” shall have the meaning assigned to such term in the Credit Agreement.

“Domestic Subsidiary” shall have the meaning assigned to such term in the Credit Agreement.

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

“Exempted Indebtedness” shall mean any Indebtedness (as defined in the Credit Agreement) or other obligation which would be considered “Exempted Indebtedness” under (and as defined in) any indenture, agreement or instrument governing or evidencing any Public Debt as such indenture, agreement or instrument is in effect on the date hereof.

“Financing Documents” shall mean, collectively, the Loan Documents, the Second Lien Notes Documents, the Third Lien Notes Documents, the Bank Related Hedging Agreements, the Bank Related Cash Management Agreements, the Additional Second Lien Indebtedness Documents and the Additional Third Lien Indebtedness Documents.

“First Lien Obligations” shall mean, collectively, the following:

(i) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations of Mortgagor to the Lenders, whether now existing or hereafter incurred under, arising out of, or in connection with, the Credit Agreement and the other Loan Documents and the due performance and compliance by Mortgagor with all of the terms, conditions and agreements contained in the Credit Agreement and in such other Loan Documents;

(ii) to the extent any Bank Related Hedging Exchanger or Bank Related Cash Management Exchanger has executed and delivered to the Collateral Agent an Intercreditor Acknowledgment in accordance with the provisions of the U.S. Intercreditor Agreement, the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations owing by Mortgagor to the Bank Related Hedging Exchanger or the Bank Related Cash Management Exchanger, respectively, whether now existing or hereafter incurred, arising out of or in connection with such Bank Related Hedging Agreement or such Bank Related Cash Management Agreement respectively, and the due performance and compliance by Mortgagor with all the terms, conditions and agreements contained therein;

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(iii) any and all sums advanced by the Collateral Agent pursuant to the First Mortgage or the other Financing Documents in order to preserve the Mortgaged Property or protect its mortgage liens and Security Interest in the Mortgaged Property; (iv) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations or liabilities of Mortgagor, after an Event of Default shall have occurred and be continuing, all reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Mortgaged Property, or of any exercise by the Collateral Agent of its rights hereunder, together with reasonable attorneys' fees and disbursements and court costs (including without limitation all such amounts referred to in Section 4.04 hereof); and

(v) any and all renewals, extensions and modifications of any of the obligations and liabilities referred to in clauses (i) through (vi) above, whether outstanding on the date hereof or extended from time hereafter, inclusive.

"**First Lien Secured Parties**" shall mean each of (a) the Collateral Agent; (b) the Administrative Agent and the U.K. Administrative Agent (for their benefit and for the benefit of the Lenders), (c) the Syndication Agent, (d) the Joint Lead Arrangers, (e) the Documentation Agent, (f) in the event any Bank Related Hedging Obligations are to be secured by this Mortgage, the Bank Related Hedging Exchanger party to the relevant Bank Related Hedging Agreement and (g) in the event any Bank Related Cash Management Obligations are to be secured by this Mortgage, the Bank Related Cash Management Exchanger party to the relevant Bank Related Cash Management Agreement.

"**Indentures**" shall mean the Second Lien Notes Indenture, the Third Lien Notes Indenture and any indentures entered into by the Second Lien Issuer or the Third Lien Issuer in connection with any Additional Second Lien Indebtedness and Additional Third Lien Indebtedness, respectively.

"**Loan Documents**" shall have the meaning assigned to such term in the Credit Agreement.

"**Mortgaged Property**" shall mean

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

(2) all of Mortgagor's right, tenant's interest and estate interest in all buildings, improvements, structures, paving, parking areas, walkways and landscaping now or hereafter erected or located upon the Land, and all fixtures of every kind and type affixed to the Prem-

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ises or attached to or forming part of any structures, buildings or improvements and replacements thereof now or hereafter erected or located upon the Land (the **"Improvements"**);

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

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

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

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charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable thereunder (“Rents”);

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

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

“Principal Property” shall mean a “Principal Property” under (and as defined in) any indenture, agreement or instrument governing or evidencing any Public Debt as such indentures, agreements or instruments are in effect on the date hereof.

“Public Debt” shall have the meaning assigned to such term in the Credit Agreement.

“Second Lien Notes Documents” means the Second Lien Notes Indenture, the Second Lien Notes, the Second Lien Notes Guarantees and any other document executed by the Issuer, CCSC or any Guarantor in connection with the issuance of the Second Lien Notes, in each case, as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time.

“Second Lien Obligations” shall mean the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations of Mortgagor to the holders of the Second Lien Notes, whether now existing or hereafter incurred under, arising out of, or in connection with, the Second Lien Notes Documents or any Additional Second Lien Indebtedness Document and the due performance and compliance by Mortgagor with all of the terms, conditions and agreements contained in the Second Lien Notes Indenture.

“Second Lien Secured Parties” shall mean, collectively, the Second Lien Trustee (for its benefit and for the benefit of the holders of the Second Lien Notes) and in the event any obli-

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gations in respect of any Additional Second Lien Indebtedness are to be secured by this Mortgage, the Additional Second Lien Indebtedness Representative in respect of such Additional Second Lien Indebtedness (for its benefit and for the benefit of the holders of such Additional Second Lien Indebtedness).

“**Security Documents**” shall have the meaning assigned to such term in the Credit Agreement.

“**Third Lien Notes Documents**” means the Third Lien Notes Indenture, the Third Lien Notes, the Third Lien Notes Guarantees and any other document executed by the Issuer, CCSC or any Guarantor in connection with the issuance of the Third Lien Notes, in each case, as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time.

“**Third Lien Obligations**” shall mean the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations of Mortgagor to the holders of the Third Lien Notes, whether now existing or hereafter incurred under, arising out of, or in connection with, the Third Lien Notes Documents or any Additional Third Lien Indebtedness Document and the due performance and compliance by Mortgagor with all of the terms, conditions and agreements contained in the Third Lien Notes Indenture.

“**Third Lien Secured Parties**” shall mean, collectively, the Third Lien Trustee (for its benefit and for the benefit of the holders of the Third Lien Notes) and in the event any Obligations in respect of any Additional Third Lien Indebtedness are to be secured by a Third Mortgage, the Additional Third Lien Indebtedness Representative in respect of such Additional Third Lien Indebtedness (for its benefit and for the benefit of the holders of such Additional Third Lien Indebtedness).

Notwithstanding the foregoing, on and after the Obligations under the Loan Documents, the Bank Related Hedging Obligations and the Bank Related Cash Management Obligations have been indefeasibly paid in full without any refinancing thereof through the incurrence of Indebtedness having a Lien on any Collateral (as defined in the Credit Agreement) and the Credit Agreement, the other Loan Documents, the Bank Related Hedging Agreements, the Bank Related Cash Management Agreements and all Letters of Credit issued in connection with the Credit Agreement have terminated the capitalized terms used herein but not otherwise defined shall have meanings assigned to such terms in the Credit Agreement as in effect on such date immediately prior to the termination thereof.

ARTICLE IV

Particular Provisions

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

SECTION 4.01. Applicable Law; Certain Particular Provisions. This Mortgage shall be governed by and construed in accordance with the internal law of the State of New York; provided, that the provisions of this Mortgage relating to the creation, perfection and enforcement of the lien and

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security interest created by this Mortgage in respect of the Mortgaged Property and the exercise of each remedy provided hereby, including the appointment of a receiver, the power of foreclosure or power of sale procedures set forth in this Mortgage, shall be governed by and construed in accordance with the internal law of the state where the Mortgaged Property is located, and Mortgagor, Mortgagee agrees to submit to jurisdiction and the laying of venue for any suit on this Mortgage in such state. The terms and provisions set forth in Appendix A attached hereto are hereby incorporated by reference as though fully set forth herein. In the event of any conflict between the terms and provisions contained in the body of this Mortgage and the terms and provisions set forth in Appendix A, the terms and provisions set forth in Appendix A shall govern and control.

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

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

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

SECTION 4.03. Collateral Agent May Perform: Collateral Agent Appointed Attorney-in-Fact. If Mortgagor shall fail to perform any covenants contained in this Mortgage, after applicable grace periods, (including, without limitation, Mortgagor's covenants to (i) pay the premiums in respect of all required insurance policies hereunder, (ii) pay charges, (iii) make repairs, (iv) discharge liens or (v) pay or perform any obligations of Mortgagor under any Mortgaged Property) or if any warranty on the part of Mortgagor contained herein shall be breached, the Collateral Agent may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose; provided, however, that the Collateral Agent shall in no event be bound to inquire into the validity of any tax, lien, imposition or other obligation which Mortgagor fails to pay or perform as and when required hereby and which Mortgagor does not contest

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in accordance with the provisions of the applicable Financing Documents. Any and all amounts so expended by the Collateral Agent shall be paid by the Mortgagor in accordance with the provisions of Section 4.04 hereof. Neither the provisions of this Section 4.03 nor any action taken by Collateral Agent pursuant to the provisions of this Section 4.03 shall prevent any such failure to observe any covenant contained in this Mortgage nor any breach of warranty form constituting an Event of Default. Mortgagor hereby appoints the Collateral Agent its attorney-in-fact, with full authority in the place and stead of Mortgagor and in the name of Mortgagor, or otherwise, from time to time in the Collateral Agent's discretion to take any action and to execute any instrument consistent with the terms of the U.S. Intercreditor Agreement and the other applicable Financing Documents that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term hereof. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

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

SECTION 4.05. Indemnity.

(i) Indemnity. Mortgagor agrees to indemnify, pay and hold harmless the Collateral Agent and each of the other Second Lien Secured Parties and the officers, directors, employees, agents and Affiliates (as defined in the Credit Agreement) of the Collateral Agent and each of the other Second Lien Secured Parties (collectively, the "Indemnitees") from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs (including, without limitation, settlement costs), expenses or disbursements of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding, commenced or threatened, whether or not such Indemnitee shall be designated a party thereto) which may be imposed on, incurred by, or asserted against that Indemnitee, in any manner relating to or arising out of this Mortgage, the applicable Financing Documents or any other document evidencing the Obligations (in-

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cluding, without limitation, any misrepresentation by Mortgagor in this Mortgage, the U.S. Intercreditor Agreement, any other Security Document or any other document evidencing the Obligations) (the "**Indemnified Liabilities**"); provided, however, that Mortgagor shall have no obligation to an Indemnitee hereunder with respect to Indemnified Liabilities if it has been determined by a final decision (after all appeals and the expiration of time to appeal) of a court of competent jurisdiction that such Indemnified Liabilities arose from the gross negligence or willful misconduct of that Indemnitee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, Mortgagor shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by the Indemnitees or any of them.

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


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

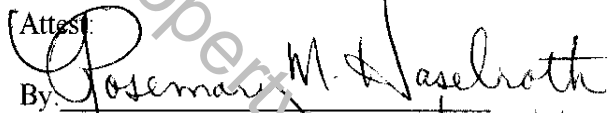
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IN WITNESS WHEREOF, this Mortgage has been duly executed and delivered to Mortgagee by Mortgagor on the date of the acknowledgment attached hereto.

Crown Cork & Seal Company (USA),
Inc.,
a Delaware corporation,

By: 
Name: PATRICK D. SZYMT
Title: SENIOR VICE PRESIDENT + CHIEF FINANCIAL OFFICER

(Attest)
By: 
Name: Rosemary M. Haselroth
Title: Assistant Secretary

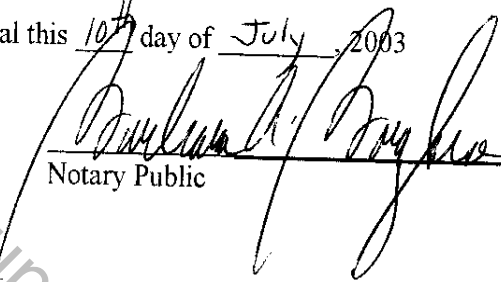
[Corporate Seal]

Property of Cook County Clerk's Office

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STATE OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PATRICK D. SZYMANT, personally known to me to be the to be the ~~SENIOR VICE PRESIDENT~~ CHIEF FINANCIAL OFFICER of Crown Cork & Seal Company (USA), Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such ~~SENIOR VICE PRESIDENT~~ CHIEF FINANCIAL OFFICER he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of July, 2003

Notary Public

Commission Expires:

(Official Seal)

NOTARIAL SEAL
BARBARA A. BORGHISE, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Jan. 17, 2005

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Exhibit A
to Mortgage

Description of the Land

[The legal description of the land should include the Property Identification Number (P.I.N.) and the common address.]

[Redacted content]

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EXHIBIT A

PARCEL 1:

That part of the west 2/3 of the southwest ¼ of section 21, Township 37 north, Range 13, East of the Third Principal Meridian, Bounded and Described as follows: Beginning at the intersection of the East line of the West 33 feet of said Southwest ¼ (said East Line also being the East Line of Central Avenue) with the South line of the North 33 feet of said Southwest ¼ (said South line also being the South line of 115th Street); thence East along the South line of 115th Street, 1537.18 feet to an intersection with a line which is 200 feet, measured perpendicularly, West from and parallel with the East line of the said West 2/3 of the Southwest ¼; thence South on last described line a distance of 1217.79 feet; thence Northwesterly on a curve convex to the Northeast, having a radius of 420 feet and an arc distance of 529.45 feet to a point which is 959 feet South from the North line of said Southwest ¼ and 599.85 feet, measured parallel with said North line of the Southwest ¼, West from the East line of said West 2/3 of The Southwest ¼; thence West along a line which is 959 feet South from and parallel with North line of said Southwest ¼, (said parallel line being Tangent to last described curve), A distance of 1137.53 feet to a point on the East line of Central Avenue; thence North on the East line of Central Avenue, a distance of 926 feet to the point of beginning, (Excepting those parts thereof taken or used for 115th Street and Central Avenue) in Cook County, Illinois.

PERMANENT TAX ID #24-21-300-008-0000 and 24-21-300-010-000

PARCEL 2:

Lot 3 in Carmody subdivision, being a subdivision in the East ½ of the Southeast ¼ of Section 20, Township 37 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded December 31, 1985 as Document 85346030 in the Office of the Recorder of Deeds in Cook County, Illinois.

PERMANENT TAX ID #24-20-401-013-0000

Address:

5555 W. 115th Street and 11535 South Central Ave. Alsip, Illinois

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Exhibit B
to Mortgage

Permitted Encumbrances

Each of the liens and other encumbrances excepted as being prior to the Lien hereof set forth in Schedule B to the Title Insurance Commitment issued by Fidelity National Title Insurance Company of New York dated as of the date hereof and delivered to the Collateral Agent on the Date hereof, bearing Fidelity National Title Insurance Company of New York File Number 02-P#J-0821.

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Exhibit C
to Mortgage

First Refusal and Option Rights

None.

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Appendix A
to Mortgage

Local Law Provisions (Illinois)

The following provisions are added to Article IV:

SECTION 4.06. Illinois Mortgage Foreclosure Law. It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "Act"), Illinois Compiled Statutes, 735 ILCS 5/15-1101 et seq., and with respect to such Act Mortgagor agrees and covenants that:

(a) Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference;

(b) Wherever provision is made in this Mortgage or the Credit Agreement for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Mortgagee shall continue in Mortgagee as judgment creditor or mortgagee until confirmation of sale;

(c) All advances, disbursements and expenditures made or incurred by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage, or the Credit Agreement or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinafter referred to:

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

(2) payments by Mortgagee of (i) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (ii) real estate taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon this Mortgaged Property or any part thereof; (iii) other obligations authorized by this Mortgage; or (iv) with court approval, any other amounts in con-

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nection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

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

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

(5) Mortgagee's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Section 5/15-1508(b)(1) of the Act;

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

(7) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (i) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (ii) if Mortgagor's interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation on maintaining existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property imposed by Section 5/15-1704(c)(1) of the Act; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments deemed by Mortgagee to be required for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (vi) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property; (vii) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (viii) payments required to be paid by Mortgagor or Mortgagee pursuant to any lease or other agreement for occupancy of the Mortgaged Property, and (ix) if the Mortgage is insured, payment of FHA or private mortgage insurance required to keep such insurance in force.

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All Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Interest Rate.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of Section 5/15-1302 of the Act.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

(i) any determination of the amount of indebtedness secured by this Mortgage at any time;

(ii) the indebtedness found due and owing to Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(iii) if right of redemption has not been waived by this Mortgage, computation of amounts required to redeem, pursuant to Sections 5/15-1603(d) and 5/15-1603(e) of the Act;

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

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

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

(d) In addition to any provision of this Mortgage authorizing Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Act, to be placed in possession of the Mortgaged Property or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities and duties as provided for in Sections 5/15-1701 and 5/15-1703 of the Act; and

(e) Mortgagor acknowledges that the Mortgaged Property does not constitute agricultural real estate, as said term is defined in Section 5/15-1201 of the Act, or residential real estate as defined in Section 5/15-1219 of the Act. Pursuant to Section 5/15-1601(b) of the Act, Mortgagor hereby waives any and all right of redemption.

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SECTION 4.07. Future Advances: Revolving Credit. Mortgagee is obligated under the terms of the Credit Agreement to make advances to the Borrowers as provided therein, and Mortgagor acknowledges and intends that all such advances, including future advances whenever hereafter made, shall be a lien from the time this Mortgage is recorded, as provided in Section 5/15-1302(b)(1) of the Act. That portion of the Obligations which comprises the principal amount then outstanding of the Revolving Loans, the Swingline Loans and Letters of Credit constitutes revolving credit indebtedness secured by a mortgage on real property, pursuant to the terms and conditions of 205 ILCS 5/5d. Mortgagor covenants and agrees that this Mortgage shall secure the payment of the Guarantee Agreement pursuant to which Mortgagor guarantees payment of all loans and advances made pursuant to the terms and provisions of the Credit Agreement, whether such loans and advances are made as of the date hereof or at any time in the future, and whether such future advances are obligatory or are to be made at the option of Mortgagee or otherwise (but not advances or loans made more than 20 years after the date hereof), to the same extent as if such future advances were made on the date of the execution of this Mortgage and although there may be no advances made at the time of the execution of this Mortgage and although there may be no other indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all Obligations, including future advances, from the time of its filing of record in the office of the Recorder of Deeds of the County in which the Mortgaged Property is located. The total amount of the Obligations may increase or decrease from time to time, but the total unpaid principal balance of the Obligations (including disbursements which Mortgagee may make under this Mortgage or any other document or instrument evidencing or securing the Obligations) at any time outstanding shall not exceed the amount referred to in the Granting Clauses of this Mortgage. This Mortgage shall be valid and shall have priority over all subsequent liens and encumbrances, including statutory liens except taxes and assessments levied on the Mortgaged Property, to the extent of the maximum amount secured hereby.

SECTION 4.08. Business Loan. The proceeds of the Obligations shall be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligation secured hereby constitutes (a) a "business loan" as that term is defined in, and for all purposes of, 815 ILCS 205/4(l)(c), and (b) a "loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(l)(1).