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

made by

GRAHAM PACKAGING PLASTIC PRODUCTS INC.  
(f/k/a Owens-Brockway Plastic Products Inc.)  
as the Mortgagor,

to

DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH,  
as Collateral Agent for the benefit of the Secured Parties,  
as the Mortgagee

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**THIS DOCUMENT IS INTENDED TO BE RECORDED IN COOK COUNTY, ILLINOIS.**

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Cook County, Illinois

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

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING (as amended, modified or supplemented from time to time, this "First Amendment"), is made as of July 29, 2009, by and between GRAHAM PACKAGING PLASTIC PRODUCTS INC., a Delaware corporation, formerly known as Owens-Brockway Plastic Products, Inc., having an office at 2401 Pleasant Valley Road, York, Pennsylvania 17402, as the Mortgagor (the "Mortgagor"), and DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH, with an office at 60 Wall Street, New York, New York 10005, as Collateral Agent (the "Mortgagee") for the benefit of the Secured Parties (as defined in the Mortgage, as defined herein). Except as otherwise defined herein, terms used herein and defined in the Credit Agreement referred to below shall be used herein as so defined.

### WITNESSETH:

WHEREAS, Graham Packaging Holdings Company, a Pennsylvania limited partnership ("Holdings"), Graham Packaging Company, L.P., a Delaware limited partnership as borrower (the "Borrower"), GPC Capital Corp. I, a Delaware corporation (the "Co-Borrower"), the various lenders from time to time party thereto (the "Lenders"), and the Mortgagee, as Administrative Agent for the Lenders and Collateral Agent (together with any successor administrative agent, the "Administrative Agent"), Citigroup Global Markets Inc. ("CGMI"), as syndication agent (in such capacity, the "Syndication Agent"), Goldman Sachs Credit Partners, L.P., General Electric Capital Corporation and Lehman Commercial Paper Inc., as co-documentation agents (in such capacity, the "Co-Documentation Agents"), Deutsche Bank Securities Inc. as joint lead arranger and joint book runner, CGMI, as joint lead arranger and joint book runner, and Goldman Sachs Credit Partners, L.P., as joint book runner have entered into a Credit Agreement, dated as of October 7, 2004 (the "Original Credit Agreement");

WHEREAS, pursuant to the Subsidiary Guarantee Agreement, the Mortgagor has jointly and severally guaranteed to the Secured Parties the payment when due of all obligations and liabilities of the Borrower, Co-Borrower and their Subsidiaries under or with respect to the Original Credit Agreement, the other Loan Documents and the Interest Rate Protection Agreements;

WHEREAS, the Mortgagor is the owner of fee simple title to the Property (as hereinafter defined), subject to Permitted Encumbrances (as defined in the Mortgage);

WHEREAS, in connection with the execution of the Subsidiary Guaranty Agreement, the Mortgagor executed a Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, dated as of October 7, 2004, to Mortgagee, as Collateral Agent for the benefit of the Secured Parties, and recorded on October 21, 2004, as Document Number 0429539124, in the Office of the Recorder of Deeds of Cook County, Illinois (as

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amended hereby and as further amended, modified or supplemented from time to time, the "Mortgage") encumbering certain real property (the "Property") more particularly described on Exhibit A annexed thereto;

WHEREAS, Holdings, the Borrower, the Co-Borrower, the Lenders, the Syndication Agent, the Co-Documentation Agent, and the Administrative Agent have entered into that certain First Amendment to Credit Agreement, dated as of December 9, 2005 (the "First Amendment to Credit Agreement"), that certain Second Amendment and Consent to Credit Agreement, dated as of April 18, 2006 (the "Second Amendment to Credit Agreement"), that certain Third Amendment to Credit Agreement, dated as of March 30, 2007 (the "Third Amendment to Credit Agreement") and that certain Fourth Amendment to Credit Agreement dated as of May 29, 2009 (the "Fourth Amendment to Credit Agreement" and together with the First Amendment to Credit Agreement, the Second Amendment to Credit Agreement and the Third Amendment to Credit Agreement, collectively, the "Amendments to Credit Agreement"), which have provided for an increase in the aggregate principal amount of Loans and Commitments, a conversion of certain existing Revolving Loans to new Extending Revolving Loans with an extended maturity date and a conversion of certain B Term Loans to C Term Loans with an extended maturity date. The Original Credit Agreement, as amended by the Amendments to Credit Agreement, as the foregoing may be further amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, and including any agreement extending the maturity of, refinancing or restructuring (including, but not limited to, the inclusion of additional borrowers or guarantors thereunder or any increase in the amount borrowed) all or any portion of, the indebtedness under such agreement or any successor agreements, whether or not with the same agent, trustee, representative lenders or holders, are collectively referred to herein as the "Credit Agreement";

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

WHEREAS, the Mortgagor desires to execute this First Amendment pursuant to the terms of the Fourth Amendment to Credit Agreement to confirm that the Mortgage shall secure the Obligations under the Original Credit Agreement as amended by the Amendments to Credit Agreement.

NOW, THEREFORE, in consideration of the execution and delivery by the Mortgagee of the Fourth Amendment to Credit Agreement and other benefits provided therein to the Mortgagor, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby makes the following representations and warranties and hereby covenants and agrees with the Mortgagee as follows:

1. Each reference to "\$1,750,000,000" in the Mortgage, including, without limitation, on the cover page, in the recitals and in the Addendum, is hereby deleted and "\$3,000,000,000" is substituted in lieu thereof.

2. Each reference to "Owens-Brockway Plastics Products Inc." in Section 2.02 of the Mortgage is hereby deleted and "Graham Packaging Plastics Products Inc." is substituted in lieu thereof.

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3. Section 1.13 of the Addendum is hereby deleted and the following Section 1.13 is substituted in lieu thereof:

“1.13 Maturity Date. The last stated maturity date of the Obligations secured hereby is on or before April 5, 2014.”

4. It is hereby acknowledged and agreed that each reference in the Mortgage to the “Credit Agreement” shall mean and be a reference to the Credit Agreement, as defined in this First Amendment.

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

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

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

8. The Mortgagor agrees to pay all costs in connection herewith, including, but without limitation, recordation and filing fees, taxes (other than taxes based on gross receipts, income or revenue of the Mortgagee), reasonable attorneys' fees and expenses, and, to the extent incurred in connection with updating the Mortgagee's existing title policy on the Property, charges for title examination and title insurance premiums. The Mortgagor agrees to have the Mortgagee's existing title insurance policy updated at its sole cost and expense, the endorsement thereto being subject to the Mortgagee's reasonable approval.

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

10. This First Amendment is limited as specified and other than the specific amendments contained herein shall not constitute an amendment, modification or waiver of, or

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otherwise affect, in any way, any other provisions of the Mortgage. As modified hereby, the Mortgage is ratified and confirmed in all respects.

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

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

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

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

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


[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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

Mortgagor:

GRAHAM PACKAGING PLASTIC PRODUCTS INC.  
(f/k/a Owens-Brockway Plastic Products, Inc.)

By:   
Name: THOMAS C. HALLOWELL  
Title: VICE PRESIDENT, FINANCE, &  
ASSISTANT TREASURER

Mortgagee:

DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Property of Cook County Clerk's Office

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

Mortgagor:

GRAHAM PACKAGING PLASTIC PRODUCTS INC.  
(f/k/a Owens-Brockway Plastic Products, Inc.)


By: \_\_\_\_\_

Name:

Title:

Mortgagee:

DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH,  
as Collateral Agent

By: 

Name: Evelyn Thierry

Title: Vice President

By: 

Name:

Title: Erin Morrissey  
Vice President

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**Mortgagor:**

STATE OF Pennsylvania )  
 ) ss  
COUNTY OF YORK )

On this the 23<sup>rd</sup> day of July, in the year 2009, before me, the undersigned, a Notary Public in said State, personally appeared THOMAS C. HALLOWELL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to be within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Sharon E. Wishard*

NOTARY PUBLIC

State of PENNSYLVANIA

My Commission Expires: May 18, 2012

[SEAL]

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Sharon E. Wishard, Notary Public  
Springettsbury Twp., York County  
My Commission Expires May 18, 2012  
Member, Pennsylvania Association of Notaries



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**Mortgagee:**

STATE OF New York )  
 ) ss  
COUNTY OF New York )

On this the 22 day of July, in the year 2009, before me, the undersigned, a Notary Public in said State, personally appeared EVERYN THIERRY and ERIN MORRISSEY personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to be within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Maureen E Thomas  
NOTARY PUBLIC  
State of New York MAUREEN E. THOMAS  
My Commission Expires 9/08/2011 ~~Notary Public - State of New York~~  
~~No. 01TH0098264~~  
Qualified in Bronx County  
Certified in New York County  
My Commission Expires 9/08/20 11

[SEAL]

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**EXHIBIT A**

## Description of Land

PARCEL 1: A PARCEL OF LAND IN THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 597.13 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION. SAID POINT BEING 387 FEET NORTH OF THE SOUTH LINE AFORESAID; THENCE WEST AT RIGHT ANGLES 322.13 FEET; THENCE NORTH AT RIGHT ANGLES 90 FEET; THENCE NORTHWESTERLY 141.57 FEET TO A POINT IN A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 254 FEET EAST OF THE SOUTHWEST CORNER THEREOF, SAID POINT BEING 617 FEET NORTH OF SOUTH LINE THEREOF; THENCE NORTH ALONG SAID LINE 260 FEET THENCE SOUTHEASTERLY 176.38 FEET TO A POINT IN A LINE 702 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 22 FEET EAST OF THE AFORESAID RIGHT ANGLE LINE WHOSE LENGTH IS 260 FEET; THENCE EAST ALONG SAID LINE 702 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 321.13 FEET; THENCE SOUTH AT RIGHT ANGLES 315 FEET TO THE POINT OF BEGINNING.

PARCEL 1A: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM CLEARING INDUSTRIAL DISTRICT INCORPORATED, A DELAWARE CORPORATION TO THE AMERICAN LOCOMOTIVE COMPANY, A NEW YORK CORPORATION DATED APRIL 10, 1954 AND RECORDED APRIL 21, 1954 AS DOCUMENT 15886506 FOR PASSAGEWAY OVER THE SOUTH 40 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (EXCEPT THE EAST 50 FEET THEREOF FALLING IN CENTRAL AVENUE) OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH 662 FEET OF THE SOUTH 702 FEET OF THE WEST 50 FEET OF THE EAST 734.27 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2: A PARCEL OF LAND IN THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 597.13 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION, SAID POINT BEING 702 FEET NORTH OF THE SOUTH LINE AFORESAID; THENCE WEST AT RIGHT ANGLES 321.13 FEET; THENCE NORTHWESTERLY 176.38 FEET TO A POINT IN A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 254 FEET EAST OF THE SOUTHWEST CORNER THEREOF, SAID POINT BEING 877 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE NORTH ALONG SAID LINE 230.70 FEET; THENCE SOUTHEASTERLY 162.20 FEET TO A POINT ON A LINE 947 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8 AFORESAID;

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EXHIBIT A

WHICH IS ON A LINE DRAWN AT RIGHT ANGLES TO SAID SOUTH LINE OF SAID QUARTER QUARTER SECTION DRAWN THROUGH A POINT 276 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE EAST 321.13 FEET ALONG THE LINE 947 FEET NORTH OF THE AFORESAID SOUTH LINE TO THE LINE DRAWN AT RIGHT ANGLES TO THE AFORESAID SOUTH LINE THROUGH THE POINT 597.13 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG SAID LINE 245 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

5000 S. Major Avenue  
Chicago, Illinois  
(Cook County)