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

BY

GREDE II LLC,
Mortgagor,

TO

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent and Mortgagee,

Relating to Premises in:
Shelby County, Alabama

DATED: As of February 5, 2010

**THIS MORTGAGE SERVES AS A FINANCING STATEMENT FILED AS A FIXTURE
FILING PURSUANT TO SECTION 7-9A-502(c) OF THE CODE OF ALABAMA (1975),
AS AMENDED.**

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

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING (“Mortgage”) is made as of February 5, 2010, by GREDE II LLC, a Delaware limited liability company, with its principal office at 27275 Haggerty Road, Suite 420, Novi, Michigan 48377 (“Mortgagor”), to GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, with an office at 201 Merritt Seven, 4th floor, Norwalk, Connecticut 06851, as mortgagee, assignee and secured party, in its capacity as administrative agent on behalf of itself as lender and for the Lenders as hereinafter defined (together with any successors or assigns in such capacity, the “Agent” or “Mortgagee”).

I.
RECITALS

WHEREAS, Mortgagor is the owner and holder of fee simple title in and to all of that certain real property located in the state of Alabama (the “State”), and more fully described in Exhibit A attached hereto (the “Premises”), which Premises forms a portion of the Property described below.

WHEREAS, on the date hereof, Mortgagor, the lenders from time to time party thereto (collectively, the “Lenders”), Agent and the other parties signatory thereto entered into that certain Credit Agreement (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified and in effect from time to time, hereinafter the “Credit Agreement”) pursuant to which the Lenders agreed to make available to Mortgagor certain loans and other financial accommodations in the aggregate maximum principal amount of **Ten Million Eight Hundred Thirty Two Thousand Five Hundred Eight and No/100 U.S. Dollars (USD \$10,832,508.00)**. All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Credit Agreement.

WHEREAS, Mortgagor wishes to provide further assurance and security to the Agent and the Lenders, and the Agent and the Lenders are requiring that Mortgagor grant to the Agent, on behalf of the Lenders, a security interest in and a first mortgage lien upon the Property (as hereinafter defined), subject only to Permitted Liens, to secure all of Mortgagor’s obligations under the Credit Agreement, this Mortgage and the Loan Documents.

II.
THE GRANT

NOW, THEREFORE, in order to secure the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. 362(a) (and any successor provision thereof)), of all obligations of Mortgagor under the Credit Agreement, this Mortgage and the other Loan Documents that may now or hereafter

become owing from Mortgagor to Mortgagee and the Lenders, including future advances thereunder (collectively, the "Secured Indebtedness"), and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by Mortgagee to Mortgagor, the Recitals above stated, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby irrevocably mortgages, grants, bargains, sells, conveys, assigns, releases, aliens, transfers, warrants, sets over and confirms UNTO Mortgagee and its successors and assigns (for the benefit of the Lenders) forever TO HAVE AND TO HOLD THE Property, together with all privileges and appurtenances thereunto belonging to Mortgagee, including power of sale. Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Property unto Mortgagee forever. The "Property" shall mean and include Mortgagor's estate, right, claim and interest in and to the Premises, together with all of Mortgagor's estate, right, claim and interest in and to the following described property, all of which other property is pledged primarily on a parity with the Premises and not secondarily:

(a) all buildings, structures and other improvements of every kind and description now or hereafter erected, situated, or placed upon the Premises (the "Improvements"), together with any and all personal property and fixtures now or hereafter owned by Mortgagor and located in or on, forming part of, attached or affixed to, used or intended to be used in connection with, or incorporated in any such Improvements, including all extensions of, additions to, betterments, renewals of, substitutions for and replacements for any of the foregoing;

(b) all claims, demands, rights, title and interest of Mortgagor now owned or hereafter acquired, including without limitation, any after-acquired title, franchise, license, remainder or reversion, in and to any and all (i) land or vaults lying within the right-of-way of any street, avenue, way, passage, highway, or alley, open or proposed, vacated or otherwise, adjoining the Premises; (ii) alleys, sidewalks, streets, avenues, strips and gores of land belonging, adjacent or pertaining to the Premises or the Improvements; (iii) storm and sanitary sewer, water, gas, electric, railway and telephone services relating to the Premises and the Improvements; (iv) development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Premises or any part thereof; and (v) tenements, hereditaments, easements, appurtenances, other rights, liberties, reservations, allowances and privileges relating to the Premises or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claims at law or in equity;

(c) all right, title and interest of Mortgagor in any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Premises or the Improvements or any portion thereof, now or hereafter existing or entered into (collectively "Leases");

(d) all rents, issues, profits, royalties, revenue, advantages, income, avails, claims against guarantors, all cash or security deposits, advance rentals, deposits or payments given and other benefits now or hereafter derived directly or indirectly from the

Premises and Improvements under the Leases or otherwise (collectively "Rents"), subject to the right, power and authority granted to Mortgagee pursuant to Section 3.8 hereof;

(e) all right, title and interest of Mortgagor in and to all options to purchase or lease the Premises or the Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Property now owned or hereafter acquired by Mortgagor;

(f) any interests, estates or other claims of every name, kind or nature, both in law and in equity, which Mortgagor now has or may acquire in the Premises and Improvements or other rights, interests or properties comprising the Property now owned or hereafter acquired;

(g) all rights of Mortgagor to any and all plans and specifications, designs, drawings and other matters prepared for any construction on the Premises or regarding the Improvements;

(h) all rights of Mortgagor under any contracts executed by Mortgagor with any provider of goods or services for or in connection with any construction undertaken on or services performed or to be performed in connection with the Premises or the Improvements;

(i) all right, title and interest of Mortgagor in and to all tangible personal property ("Personal Property") now or hereafter owned by Mortgagor and located in, on or at the Premises or the Improvements and used or useful in connection therewith, including, without limitation:

(i) all building materials and equipment located upon the Premises and intended for construction, reconstruction, alteration, repair or incorporation in or to the Improvements now or hereafter to be constructed thereon, whether or not yet incorporated in such Improvements (all of which shall be deemed to be included in the Property upon delivery thereto);

(ii) all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, plumbing, sprinkler, waste removal, refrigeration, ventilation, and all fire sprinklers, alarm systems, protection, electronic monitoring equipment and devices;

(iii) all window, structural, maintenance and cleaning equipment and rigs; and

(iv) all Fixtures now or hereafter owned by Mortgagor and attached to or contained in and used or useful in connection with the Premises or the Improvements; and

(j) all the estate, interest, right, title or other claim or demand which the Mortgagor now has or may hereafter have or acquire with respect to (i) proceeds of



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insurance in effect with respect to the Property and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards").

The Mortgagor hereby covenants with the Mortgagee: (i) that at the execution and delivery hereof, Mortgagor owns the Property and has good, indefeasible estate therein, in fee simple; (ii) that the Property is free from all encumbrances and exceptions to title (and any claim of any other person) other than Permitted Liens, (iii) that it has good and lawful right to sell, mortgage and convey the Property; and (iv) that Mortgagor and its successors and assigns shall forever warrant and defend the Property against all claims and demands whatsoever, other than those arising from Permitted Liens.

III. GENERAL AGREEMENTS

3.1 Payment of Indebtedness. Mortgagor shall pay promptly and when due all amounts owing by Mortgagor in respect of the Secured Indebtedness at the times and in the manner provided in the Credit Agreement, the Notes, this Mortgage, or any of the other Loan Documents.

3.2 Impositions. Except as otherwise permitted under the Credit Agreement, Mortgagor shall pay prior to delinquency, all general taxes, special taxes, special assessments, water charges, sewer charges, and any other charges, fees, taxes, claims, levies, expenses, liens and assessments, ordinary or extraordinary, governmental or nongovernmental, statutory or otherwise (all of the foregoing being herein collectively referred to as "Impositions"), that may be asserted against the Property or any part thereof or Mortgagor's interest therein.

3.3 Payment of Impositions by Mortgagee. Upon the occurrence and during the continuance of an Event of Default (as hereinafter defined), Mortgagee is hereby authorized to make or advance, in the place and stead of Mortgagor, any payment relating to Impositions. Mortgagee may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy or the validity of any Impositions, lien, sale, forfeiture, or related title or claim. Mortgagee is further authorized to make or advance, in place of Mortgagor, unless such matter is being properly contested by Mortgagor in accordance with the Credit Agreement, any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, charge, or payment otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this Section 3.3, whenever, in Mortgagee's judgment and discretion, such advance is necessary to protect the full security intended to be created by this Mortgage. All such advances and indebtedness authorized by this Section 3.3 shall constitute Secured Indebtedness and shall be repayable by Mortgagor upon demand with interest at rate per annum equal to two percent (2%) in excess of the rate then applicable to the Loans (the "Default Rate").

3.4 Condemnation and Eminent Domain. Mortgagor shall give Mortgagee prompt notice of all proceedings, instituted or threatened, seeking condemnation or a taking by eminent domain or like process (herein collectively called a "Taking"), of all or any part of the Property or affecting any related easement or appurtenance (including severance of, consequential damage to, or change in grade of streets), and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceeding. Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option to participate in such proceeding and control the same (to the extent an Event of Default has occurred and is continuing, subject to Mortgagee's reasonable approval of counsel selected by Mortgagor) and to be represented therein by counsel of its own choice, and Mortgagor will deliver, or cause to be delivered to Mortgagee such instruments as may be requested by it from time to time to permit such participation or control. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any and all Awards resulting from any Taking. Mortgagee is hereby authorized to collect and receive from the condemnation authorities all Awards and is further authorized to give appropriate receipts and acquittances. Such Award or payment, less the amount of any expenses incurred in litigating, arbitrating, compromising, or settling any claim arising out of a Taking, shall be applied in accordance with the Credit Agreement and in accordance with Section 3.5 hereafter.

3.5 Restoration. In the event there shall be casualty loss or a Taking, and Mortgagee elects or is required to cause the applicable insurance proceeds or Award to be applied to restore, repair or replace the Property ("Restoration"), Mortgagee shall disburse such insurance proceeds or Award in accordance with disbursement procedures reasonably acceptable to Mortgagee, including, without limitation, such procedures as are customarily utilized by construction lenders to insure the lien free completion of construction projects. No such insurance proceeds or Award shall be disbursed unless the following conditions are satisfied promptly upon the occurrence of the casualty loss or Taking (but in no event later than one hundred eighty (180) days following such occurrence):

- (a) Mortgagee shall have received and approved complete plans and specifications for the Restoration;
- (b) Mortgagee shall have received and approved a construction contract for the work of Restoration with a contractor acceptable to Mortgagee;
- (c) Mortgagee shall have received copies of all permits and approvals required in connection with the Restoration;
- (d) Mortgagee shall be satisfied that the amount of the insurance proceeds or Award actually received, plus any additional funds deposited by Mortgagor with Mortgagee, are sufficient to pay all costs of the Restoration (as evidenced by a cost estimate prepared by an architect or engineer reasonably acceptable to Mortgagee); and
- (e) Mortgagee shall be satisfied that after the Restoration is completed, the value of the Property, upon completion of the Restoration, will equal or exceed such value immediately prior to the applicable casualty loss or Taking.

Notwithstanding any provision of this Mortgage to the contrary, in the event that (i) subject to Section 1.8(c) of the Credit Agreement, the loss attributable to any casualty event or Taking at the Property is less than \$500,000.00 in the aggregate when taken together with the loss attributable to any other casualty event(s) or Taking(s) with respect of each other property that is the subject to the transactions contemplated by the Credit Agreement, and (ii) no Event of Default has occurred and is continuing, Mortgagor shall be entitled to retain any insurance proceeds or Award attributable to any casualty event or Taking to the extent permitted by the Credit Agreement.

3.6 Maintenance of Property. Mortgagor shall:

(a) promptly repair, restore, replace or rebuild any material portion of the Property which may become damaged, destroyed, altered, removed, severed, or demolished, whether or not proceeds of insurance are available or sufficient for the purpose, with replacements at least equal in quality and condition as previously existed, free from any security interest in, encumbrances on or reservation of title thereto except the lien of this Mortgage and Permitted Liens;

(b) keep the Property in good condition and repair (normal wear and tear excluded), without waste, and free from mechanics', materialmen's or like liens or claims except for Permitted Liens; and

(c) not make any material alterations in the Property, except as required by law or municipal ordinance or in the ordinary course of business.

3.7 Prohibited Liens; Prohibited Transfers.

(a) Except as otherwise permitted in the Credit Agreement, Mortgagor shall not create, suffer, or permit to be created or filed against the Property any Lien superior or inferior to the lien created by this Mortgage.

(b) Except as otherwise permitted in the Credit Agreement, Mortgagor may not sell, lease or convey all or any part of the Property or any interest therein.

3.8 Assignment of Leases and Rents.

(a) All right, title, and interest of Mortgagor in and to all Leases and Rents are hereby transferred and assigned simultaneously herewith to Mortgagee. Although it is the intention of the parties that the assignment contained in this paragraph shall be a present and absolute assignment, it is expressly understood and agreed, anything to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default shall exist and be continuing under this Mortgage.

(b) Following the occurrence of an Event of Default and during the continuance thereof, (i) Mortgagee shall have the rights and powers as are provided herein, (ii) this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof to pay all Rents directly to Mortgagee without proof of the Event

of Default, and (iii) Mortgagee shall have the authority, as Mortgagor's attorney-in-fact (such authority being coupled with an interest and irrevocable), to sign the name of Mortgagor and to bind Mortgagor on all papers and documents relating to the operation, leasing and maintenance of the Property.

(c) If Mortgagor, as lessor under any Lease, shall neglect or refuse to perform, observe and keep all of the covenants, provisions and agreements contained in such Lease, then Mortgagee may perform and comply with any such Lease covenants, agreements and provisions. All reasonable costs and expenses incurred by Mortgagee in complying with such covenants, agreements, and provisions shall constitute Secured Indebtedness and shall be payable upon demand with interest payable at the Default Rate.

(d) Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under any Lease, and Mortgagor shall and does hereby agree, except to the extent of Mortgagee's gross negligence or willful misconduct, to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any Lease or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against it by reason of alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in such Lease. Should Mortgagee incur any such liability, loss or damage under any Lease or under or by reason of its assignment to Mortgagee, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall constitute Secured Indebtedness and shall be payable upon demand with interest payable at the Default Rate.

3.9 Uniform Commercial Code.

(a) This Mortgage constitutes a Security Agreement as that term is used in the Uniform Commercial Code in the State (the "Code") with respect to any part of the Property which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (including all replacements thereof, additions thereto and substitutions therefor) (collectively, the "Personal Property Collateral"). All of Mortgagor's right, title and interest in the Personal Property Collateral is hereby assigned to Mortgagee to secure the payment of the Secured Indebtedness.

(b) At any time after an Event of Default has occurred and shall be continuing, Mortgagee shall have the remedies of a secured party under the Code, including without limitation the right to take immediate and exclusive possession of the Personal Property Collateral or any part thereof. The remedies of Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Mortgagee, including having the Personal Property Collateral deemed part of the realty upon any foreclosure so long as any part of the Secured Indebtedness remains unsatisfied.

(c) This Mortgage is intended to be a "fixture filing" for purposes of the Code with respect to the items of Property which are or may become fixtures relating to the Premises upon recording of this Mortgage in the real estate records of the proper office.

The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth in the first paragraph hereof.

(d) The Mortgagor hereby directs that the Mortgagee shall cause to be recorded in the County in which the Premises are located, as well as with the applicable offices of the State, such financing statements and fixture filings as shall be necessary in order to perfect and preserve the priority of Mortgagee's lien upon the Personal Property Collateral.

3.10 Releases. Without notice and without regard to the consideration therefor, and to the existence at that time of any inferior liens, Mortgagee may release from the lien created hereby all or any part of the Property, or release from liability any person obligated to repay any of the Obligations, without affecting the liability of any party to any of the Notes, this Mortgage, or any of the other Loan Documents (including without limitation any guaranty given as additional security) and without in any way affecting the priority of the lien created hereby. Mortgagee may agree with any liable party to extend the time for payment of any part or all of the Obligations. Such agreement shall not in any way release or impair the lien created by this Mortgage or reduce or modify the liability of any person or entity obligated personally to repay the Obligations, but shall extend the lien created by this Mortgage as against the title of all parties having any interest in the Property.

3.11 Further Assurances. Mortgagor agrees that, upon the request of Mortgagee from time to time, it will, at Mortgagor's sole cost and expense, execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to maintain, create and perfect the lien created by this Mortgage and to fulfill the obligations and undertakings of the Mortgagor hereunder. In the event that Mortgagor shall fail to do any of the foregoing after twenty (20) days prior written notice given by Mortgagee, Mortgagee may, in its sole discretion, do so in the name of Mortgagor, and Mortgagor hereby appoints Mortgagee as its attorney-in-fact to do any of the foregoing (such appointment being coupled with an interest and irrevocable).

IV.

EVENT OF DEFAULT AND REMEDIES

4.1 Event of Default. The occurrence of an "Event of Default," as such term is defined in the Credit Agreement, shall constitute an "Event of Default" under this Mortgage. The Secured Indebtedness shall be subject to acceleration upon an Event of Default.

4.2 Power of Sale and Remedies. Upon the occurrence and during the continuation of an Event of Default, Mortgagee shall have the right to exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents, including without limitation, the right to sell, pursuant to power of sale or otherwise, the Property (or such part or parts thereof or leasehold, subleasehold or other interest therein encumbered hereby as the Mortgagee may from time to time elect to sell) at public outcry to the highest bidder for cash in front of the main entrance of the county courthouse of the county where said Property is located, either in person or by auctioneer, after having first given Conforming Notice (as hereinafter defined), and, upon receipt of the consideration bid at said sale, Mortgagee or any person conducting the sale for

Mortgagee is authorized to execute to the purchaser at said sale a deed to the Property so purchased. In the event of any foreclosure sale, the Property may be sold in one or more parcels. Mortgagee may bid for and acquire the Property or any part thereof at any sale made under or by virtue of this Mortgage and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the purchase price the unpaid amounts due and owing in respect of any Loans, Secured Indebtedness or any other liabilities after deducting from the sales price the expenses of the sale and the costs of the action or proceedings and any other sums that Mortgagee is authorized to deduct under this Mortgage or applicable law. The purchaser at any such sale or sales shall be under no obligation to see the proper application of the purchase money. If the Mortgagee, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Property not previously sold shall have been sold or all the obligations secured by this Mortgage shall have been paid in full. As used herein, "Conforming Notice" means notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in a newspaper published in the county where the Property is located; provided however, that (i) if the Property is located in more than one county, publication is to be made in all counties in which such Property is located, and (ii) if no newspaper is published in a county where the Property is located, notice shall be in a newspaper in an adjoining county.

4.3 Sale of Personal Property Collateral. Upon the occurrence and during the continuation of an Event of Default, Mortgagee shall sell the Personal Property Collateral concurrently with and in conjunction with a sale of the Premises, in which case the provisions of Section 4.2 hereof shall apply to the Personal Property Collateral as well as to the Premises. The Mortgagor stipulates and agrees that a sale of the Personal Property Collateral in conjunction with the Premises is a commercially reasonable manner of disposing of the Personal Property Collateral. Alternatively, upon the occurrence and during the continuation of an Event of Default, the Mortgagee may sell or otherwise dispose of the Personal Property Collateral separately and apart from the Premises in the time and manner provided by the Code. To the extent that the Code shall require prior notice of sale or other disposition of the Personal Property Collateral, twenty (20) days written notice shall be deemed to be reasonable notice. Upon the occurrence and during the continuation of an Event of Default, the Mortgagee also may (a) require the Mortgagor to, and the Mortgagor hereby agrees that the Mortgagor will at the Mortgagor's expense and upon request of the Mortgagee forthwith, assemble all or part of the Personal Property Collateral as directed by the Mortgagee and make it available to the Mortgagee at a place to be designated by the Mortgagee which is reasonably convenient to the parties; and (b) sell the Personal Property Collateral or any part thereof in one or more parcels at public or private sale for cash or credit or for future delivery, and at such price or prices and upon such other terms as are commercially reasonable. The Mortgagee shall not be obligated to make any sale of the Personal Property Collateral regardless of a notice of sale having been given. The Mortgagee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

4.4 Remedies Cumulative and Non-Waiver.

(a) No remedy or right of Mortgagee hereunder or under the Notes, or any of the Loan Documents or otherwise, or available under applicable law, shall be exclusive of any other right or remedy. Each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on the occurrence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature, nor shall it extend or affect any grace period. Every remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee shall be in addition to, and not in limitation of, those provided by law or in the Notes or contained in any of the Loan Documents or any other written agreement or instrument relating to any of the Secured Indebtedness or any security therefor.

(b) Mortgagee may elect to subordinate this Mortgage to all or only selected Leases, as determined or selected by Mortgagee in its sole and absolute discretion, and to foreclose this Mortgage subject to all Leases or such selected Leases. However, Mortgagee's election not to foreclose this Mortgage subject to all Leases or selected Leases will not be, or be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the indebtedness hereby secured or to collect any deficiency remaining unpaid after the foreclosure sale of the Property or any portion thereof. Otherwise, any foreclosure sale of the Property or any portion thereof pursuant to this Mortgage, without further notice, shall create the relation of landlord and tenant at sufferance between the purchaser and Mortgagor or any person holding possession of the Property through Mortgagor. Upon the failure of Mortgagor or any such person to surrender such possession immediately upon the purchaser's written request, Mortgagor or such person may be removed by a writ of possession obtained by the purchaser in any court then having jurisdiction and venue.

4.5 Expenses. In any proceeding to foreclose or partially foreclose the lien of this Mortgage, there shall be allowed and included, as additional indebtedness in the judgment or decree resulting therefrom, all expenses paid or incurred by or on behalf of Mortgagee in the protection of the Property and the exercise of Mortgagee's rights and remedies hereunder, which expenses may be estimated as to items to be expended after entry of any judgment or decree of foreclosure. Such expenses shall include: reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, survey costs, and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, and any similar data and assurances with respect to title to the Property as Mortgagee may deem reasonably necessary either to prosecute any such proceeding or to evidence to bidders at any sale pursuant to such decree the true condition of the title to or value of the Premises or the Property. All such expenses shall be due and payable by Mortgagor upon demand with interest thereon at the Default Rate.

4.6 Mortgagee's Performance of Mortgagor's Obligations. Following the occurrence of an Event of Default and during the continuance thereof, Mortgagee, either before or after acceleration of the Secured Indebtedness or the foreclosure of the lien hereof and during the

period of redemption, if any, may, but shall not be required to (a) make any payment or perform any act herein, in the Notes or any other Loan Document which is required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any form and manner deemed expedient to Mortgagee; (b) make full or partial payments of principal or interest on any permitted prior mortgage or encumbrance and purchase, discharge, compromise or settle any tax lien or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises, or contest any Impositions; and (c) complete construction, furnishing and equipping of the Improvements upon the Premises and rent, operate and manage the Premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises and Improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, shall constitute Secured Indebtedness, and shall become due and payable upon demand and with interest thereon at the Default Rate. Mortgagee, in making any payment hereby authorized: (x) for the payment of Impositions, may do so according to any bill or statement, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (y) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim or lien which may be asserted; or (z) for the completion of construction, furnishing or equipping of the Improvements or the Premises or the rental, operation or management of the Premises or the payment of operating cost and expenses thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate and may enter into such contracts therefor as Mortgagee may deem appropriate or may perform the same itself.

4.7 Right of Possession. Following the occurrence of an Event of Default and during the continuance thereof, Mortgagor shall, immediately upon Mortgagee's demand, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of the Property or any part thereof, personally or by its agent or attorneys. Mortgagee may enter upon and take and maintain possession or may apply to the court in which a foreclosure is pending to be placed in possession of all or any part of the Property, together with all documents, books, records, papers, and accounts of Mortgagor or the then owner of the Property relating thereto. Mortgagee may exclude Mortgagor, such owner, and any agents and servants from the Property. As attorney-in-fact or agent of Mortgagor or such owner, or in its own name Mortgagee may hold, operate, manage, and control all or any part of the Property, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as it may deem proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Property, including actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor.

4.8 Application of Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Property to the payment of or on account of the following, in such order as Mortgagee may determine: (i) to the payment of the operating expenses of the Property including cost of management thereof, established claims for damages, if any, and premiums on insurance hereinabove authorized; (ii) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; (iii) to all other items which may under the terms hereof constitute Secured Indebtedness additional to that evidenced

by the Notes, with interest thereon as provided herein or in the other Loan Documents; and (iv) to all principal and interest remaining unpaid on the Notes.

4.9 Appointment of Receiver. If an Event of Default has occurred and is continuing, Mortgagee, without regard to the value, adequacy or occupancy of the Property as security for the Secured Indebtedness, shall be entitled as a matter of right if it so elects to the appointment of a receiver ("Receiver"), either ex parte or upon prior notice to Mortgagor, to enter upon and take possession of the Property, and to collect and apply the Rents in the manner it deems appropriate or as the court otherwise may direct. Any such Receiver shall have all the usual powers and duties of receivers in similar cases. This Mortgage shall secure the expenses, including without limitation Receiver's fees, attorney's fees actually incurred, costs and agent's compensation, which are incurred pursuant to the powers herein contained. The right to enter, take possession of, manage and operate the Property, and collect the Rents, whether by Receiver or otherwise, shall be cumulative to any other right or remedy and may be exercised concurrently therewith or independently thereof. Mortgagee or Receiver, as the case may be, shall be liable to account only for such rents, income and other benefits actually received by Mortgagee or Receiver. Notwithstanding the appointment of Receiver or any other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to, Mortgagee and/or the Lenders.

4.10 Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, to all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 4.5 above; second, to all other items which may under the terms hereof constitute Secured Indebtedness additional to that evidenced by the Notes, with interest thereon as provided herein or in the other Loan Documents; third, to all principal and interest remaining unpaid on the Notes; and fourth, any surplus to Mortgagor, its successors or assigns, as their rights may appear or to any other party legally entitled thereto.

4.11 Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in repairing, restoring, replacing or rebuilding any portion of the Property, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In case of the foreclosure of this Mortgage, the court in its judgment may provide that the judgment creditor may cause a new or additional loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor; and any such foreclosure judgment may further provide, unless the right of redemption has been waived, that in case of redemption under said judgment, then, and in every such case, the redemptory may cause the preceding loss clause attached to each insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptory.

4.12 Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisement, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Mortgagor hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all rights



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to have the Property and estates comprising the Property marshaled upon any foreclosure of the lien of this Mortgage, and agrees that any court having jurisdiction to foreclose such lien may order the Property sold in its entirety. Mortgagor further waives any and all rights of homestead, dower, elective or distributive share and redemption from foreclosure and from sale under any order or decree of foreclosure of the lien created by this Mortgage, for itself and on behalf of: (i) any trust estate of which the Premises are a part; (ii) all beneficially interested persons; (iii) each and every person acquiring any interest in the Property or title to the Premises subsequent to the date of this Mortgage; and (iv) all other persons to the extent permitted by the provisions of laws of the State in which the Premises are located.

4.13 Effect of Judgment. The obtaining of any judgment by Mortgagee and any levy of any execution under any judgment upon the Property shall not affect in any manner or to any extent the Lien of this Mortgage upon the Property or any part thereof, or any Liens, powers, rights and remedies of Mortgagee hereunder, but such Liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied.

4.14 Jury Trial Waiver. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

V.
MISCELLANEOUS

5.1 Notices. Any notice or other communication permitted or required hereunder shall be sent and otherwise governed pursuant to the Credit Agreement.

5.2 Time of Essence. Time is of the essence of this Mortgage.

5.3 Covenants Run with Land. All of the covenants of this Mortgage shall run with the land constituting the Premises.

5.4 GOVERNING LAW. **THIS MORTGAGE SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT TO THE EXTENT ALABAMA LAW NECESSARILY APPLIES BECAUSE THE PROPERTY IS LOCATED IN ALABAMA.**

5.5 Severability. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase, or word, or their application, in any circumstance, is held invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included.

5.6 Non-Waiver. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by any party, to or of any breach or default by any other party shall be deemed a consent to or waiver of the performance by such defaulting party of any other obligations or the performance by any other party of the same, or of any other, obligations.

5.7 Attorney-in-Fact. Mortgagor hereby irrevocably appoints Mortgagee (on behalf of the Lenders) and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within twenty (20) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Fixtures, personalty, plans and property agreements in favor of the Mortgagee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the collateral, and (d) while any Event of Default exists, to perform any obligation of Mortgagor hereunder; however: (i) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (ii) any sums advanced by Mortgagee in such performance shall be added to and included in the Secured Indebtedness and shall bear interest at the Default Rate; (iii) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (iv) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section. This appointment shall not terminate on the disability of the Mortgagor.

5.8 Headings. The headings of sections and paragraphs in this Mortgage are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions.

5.9 Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

5.10 Successors and Assigns. This Mortgage shall be binding upon Mortgagor, its successors, assigns, legal representatives, and all other persons or entities claiming under or through Mortgagor. The word "Mortgagee," when used herein, shall include each of: (i) the Agent in its capacity as a Lender and as Agent for the Lenders; and (ii) the Lenders, together with each of their successors, assigns and legal representatives.

5.11 Counterparts. This Mortgage may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one Mortgage.

5.12 Mortgagee in Possession. Nothing contained in this Mortgage shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Property.

5.13 Incorporation of Credit Agreement; No Conflicts. The terms of the Credit Agreement are incorporated by reference herein as though set forth in full detail. In the event of any conflict between the terms and provisions of Section 3.9 of this Mortgage and the Guaranty and Security Agreement, the terms and provisions of the Guaranty and Security Agreement shall control; in the event of a conflict between any other term or provision of this Mortgage and the Credit Agreement, the terms and provisions of the Credit Agreement shall control.

5.14 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Mortgage. In the event an ambiguity or question of intent or interpretation arises, this Mortgage shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of this Mortgage.

5.15 Satisfaction of Mortgage Lien. If and when Mortgagor has paid all of the Secured Indebtedness and has strictly performed and observed all of the agreements, terms, conditions, provisions and warranties contained herein and in the Notes and in all of the Loan Documents and there exist no commitments of the Lenders under the Loan Documents which could give rise to Secured Indebtedness, Mortgagee will release the Property from the lien of this Mortgage, whether in whole or in part, in accordance with all applicable Alabama laws. When the Property has been fully released, such release will operate as a reassignment of all future Rents of the Property to the person legally entitled.

5.16 Compliance with Applicable Law. Anything elsewhere herein contained to the contrary notwithstanding,

(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of Alabama law regarding foreclosure (the "Alabama Foreclosure Law"), the provisions of the Alabama Foreclosure Law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with Alabama Foreclosure Law; and

(b) If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of this Mortgage, any rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the rights that would otherwise be vested in Mortgagee or such receiver under the Alabama Foreclosure Law in the absence of said provision, Mortgagee and such receiver shall be vested with the rights granted under the Alabama Foreclosure Law to the full extent permitted by law.

5.17 Secured Indebtedness to Include Judgments; Other Collateral. The term "Secured Indebtedness" as defined in this Mortgage shall include, without limitation, any judgment(s) or final decree(s) rendered to collect any money obligations of Mortgagor to Mortgagee and/or the

Lenders and/or to enforce the performance or collection of all rights, remedies, obligations, covenants, agreements, conditions, indemnities, representations, warranties, and other liabilities of the Mortgagor under this Mortgage or any or all of the other Loan Documents. The obtaining of any judgment by Mortgagee and/or the Lenders (other than a judgment foreclosing this Mortgage) and any levy of any execution under any such judgment upon the Property shall not affect in any manner or to any extent the lien of this Mortgage upon the Property or any part thereof, or any liens, powers, rights and remedies of Mortgagee and/or the Lenders hereunder, but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied. Furthermore, Mortgagor acknowledges and agrees that the Secured Indebtedness is secured by the Property and various other collateral at the time of execution of this Mortgage. Mortgagor specifically acknowledges and agrees that the Property, in and of itself, if foreclosed or realized upon would not be sufficient to satisfy the outstanding amount of the Secured Indebtedness. Accordingly, Mortgagor acknowledges that it is in Mortgagor's contemplation that the other collateral pledged to secure the Secured Indebtedness may be pursued by Mortgagee in separate proceedings in the various states and counties where such collateral may be located and additionally that Mortgagor will remain liable for any deficiency judgments in addition to any amounts Mortgagee and/or the Lenders may realize on sales of other property or any other collateral given as security for the Secured Indebtedness. Specifically, and without limitation of the foregoing, it is agreed that it is the intent of the parties hereto that in the event of a foreclosure of this Mortgage, that the Secured Indebtedness shall not be deemed merged into any judgment of foreclosure, but shall rather remain outstanding to the fullest extent permitted by applicable law.

5.18 Survival. Even though the lien of this Mortgage shall be released from the Property, any of the terms and provisions of this Mortgage that are intended to survive shall nevertheless survive the release or satisfaction of this Mortgage whether voluntarily granted by Mortgagee or the Lenders, as a result of a judgment upon judicial foreclosure of this Mortgage or in the event a deed in lieu of foreclosure is granted by Mortgagor to Mortgagee and/or the Lenders.

(SIGNATURE PAGE FOLLOWS)

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IN WITNESS WHEREOF, Mortgagor has duly signed and delivered this Mortgage as of the date first above written.

GREDE II LLC,
a Delaware limited liability company

By: *Douglas J. Grimm*
Name: DOUGLAS J. GRIMM
Title: PRESIDENT

STATE OF MICHIGAN)
COUNTY OF WASHTENAW)

I SANDRA SORINI ELSE, a notary public in and for said County in said State, hereby certify that DOUGLAS J. GRIMM whose name as PRESIDENT of Grede II LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of hereof, s/he as such officer and with full authority, executed the same voluntarily and as the act of said limited liability company.

Given under my hand this the 3 day of February, 2010.

Sandra Sorini Elser
Notary Public
My commission expires: _____

[NOTARY SEAL]

SANDRA SORINI ELSE
Notary Public, Washtenaw County Michigan
Acting in Washt. County
My Commission Expires 9/9/2010

EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this policy is situated in the County of Shelby, State of Alabama, and described as follows:

Parcel I:

Commence at the Northwest corner of Section 26, Township 21 South, Range 1 West, and run South 1 degree, 44 minutes, East, along the West boundary line of said section for a distance of 848.46 feet to a point on the Northwest 40-foot right-of-way line of a county highway; thence turn an angle of 124 degrees, 08 minutes 58 seconds to the left and run North 54 degrees, 07 minutes East along the Northwest 40-foot right-of-way for a distance of 423.26 feet to an iron pin found being the point of beginning; thence continue North 54 degrees, 07 minutes, East, along said right-of-way line for a distance of 402.46 feet to a point; thence run North for 1 degrees, 30 minutes 22 seconds West for a distance of 425.78 feet to a point; thence turn an angle of 89 degrees, 55 minutes 56 seconds to the left and run South for 88 degrees, 33 minutes 39 seconds West for a distance of 335.72 feet to a point; thence run South for 1 degree, 49 minutes 03 seconds East for a distance of 653.43 feet to a point of beginning.

Said parcel of land is lying in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West.

Parcel II:

Being all that parcel or tract of land lying in Section 22, Township 21 South, Range 1 West, Shelby County, Alabama, State of Alabama, and being more particularly described as follows:

Commencing at the Northeast corner of Section 27 and thence running in a Southerly direction for 100.00 feet (+ / -) to a point; thence running in a Westerly direction for 1727.9 feet (+ / -) to an iron pipe found on the Western right-of-way of Industrial Road; thence running with said right-of-way North 1 degrees, 47 minutes, 21 seconds East for 62.80 feet to an iron pin set which is the Point of Beginning; thence from said beginning point running with the Northern line of a 60.00 foot easement (per D.B. 1996, page 31713) north 89 degrees, 09 minutes, 40 seconds West for 399.89 feet to an iron pin found; thence running with the line of Gulf States Paper Corp., (D.B. 354, Page 756) North for 01 degrees, 44 minutes, 12 seconds East for 289.97 feet to an iron pin found; thence running with the line of Elizabeth D. Thrasher (D.B. 1995, Page 24402) South 89 degrees, 01 minutes, 30 seconds East for 400.17 feet to an iron pipe found; thence running with the Western right-of-way of Industrial Road South for 01 degrees, 47 minutes, 21 seconds West for 299.07 feet to the Point of Beginning.