
FIRST AMENDMENT TO 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 located in:
Shelby County, Alabama

Dated: As of May 12th, 2010

This instrument was prepared
by and after recording should be
returned to:

Christopher D. McCoy, Esq.
King & Spalding LLP
227 West Trade Street, Suite 600
Charlotte, North Carolina 28202

This mortgage is being granted as additional security for the same indebtedness secured by that certain Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing dated February 5, 2010, and filed for record on February 9, 2010 as instrument number 20100209000040310 in Office of the Judge of Probate of Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL
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FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF
LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING (this "Amendment"), is made as of May 12th, 2010, by GREDE II LLC, a Delaware limited liability company ("Mortgagor"), with its principal office at 27275 Haggerty Road, Suite 420, Novi, Michigan 48377 to GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, with an address of 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"). Terms used herein, but not otherwise defined, have the meanings assigned such terms in the Credit Agreement (as defined below);

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated February 5, 2010, among Mortgagor, the lenders from time to time party thereto (collectively, the "Lenders"), Agent and the other parties signatory thereto (as amended, restated, supplemented or otherwise modified and in effect from time to time, hereinafter the "Credit Agreement"), certain loans and other financial accommodations were made to Borrower; and

WHEREAS, the Credit Agreement is secured, in part, by that certain Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing (the "Mortgage"), dated as of February 5, 2010, given by Mortgagor to Mortgagee, recorded in Shelby County, Alabama Judge of Probate as instrument number 20100209000040310 on February 9, 2010 and encumbering the property more particularly described in the Mortgage; and

WHEREAS, Mortgagor has simultaneously herewith acquired certain additional real property located in Shelby County, Alabama more particularly described on Exhibit A attached hereto (the "Additional Premises") and made a part hereof, and desires to grant such additional property to Mortgagee as additional security for the loan evidenced by the Credit Agreement and the other Loan Documents;

NOW, THEREFORE, for and in consideration of the premises, TEN DOLLARS (\$10.00) in hand paid and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant. In order to secure the prompt and complete payment or performance in full when due of the Secured Indebtedness, 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 Additional Premises, together with all privileges and appurtenances thereunto belonging to Mortgagee, including power of sale, and the other property described in the Mortgage (collectively, the "Additional Premises"). Mortgagor does hereby bind itself, its



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successors and assigns to WARRANT AND FOREVER DEFEND the title to the Additional Premises unto Mortgagee forever.

2. Amendments to Mortgage. Effective as of this date, the Mortgage has been and is hereby amended as follows:

2.1 By adding Exhibit A attached to this Amendment to Exhibit A attached to the Mortgage;

2.2 By modifying and amending the definition of "Premises" in the Mortgage to mean collectively the Premises described in the Mortgage and the Additional Premises described in this Amendment; and

2.3 By redefining the term "Mortgage", as used in the Mortgage, so that such term shall mean and refer to the Mortgage, as amended by this Amendment.

3. No Other Change. Except as herein expressly amended, each and every term, condition, warranty and provision of the Mortgage shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto. Nothing herein shall be construed to alter or affect the priority of the lien or title created by the Mortgage, it being the expressly declared intention of the parties hereto that no novation of the Loan Documents (as defined in the Credit Agreement) be created hereby.


4. Entire Agreement. This Amendment and the Mortgage, as the same has been amended by this Amendment, set forth the entire understanding of the parties with respect to the matters set forth herein and therein, and shall supersede any prior negotiations, commitment letters, or agreements, whether written or oral, with respect to such matters.

5. Binding Effect. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, legal representatives and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, all of which taken together shall constitute but one and the same instrument.


7. Governing Law. This Amendment 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 the State of Alabama. This Amendment shall further be subject to Section 5.16 of the Mortgage.

[SIGNATURES ON FOLLOWING PAGES]


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IN WITNESS WHEREOF, this Amendment has been duly executed and delivered under seal as of the day and year first above written.

GREDE II LLC, a Delaware limited liability company

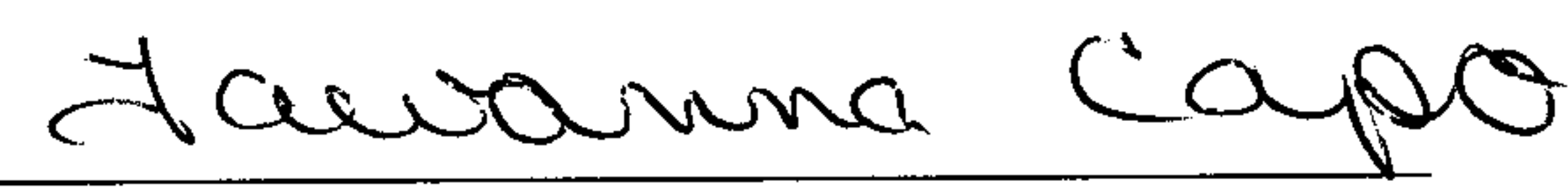
By: 
Louis R. Lavorata
Its: Chief Financial Officer

STATE OF MICHIGAN

COUNTY OF OAKLAND

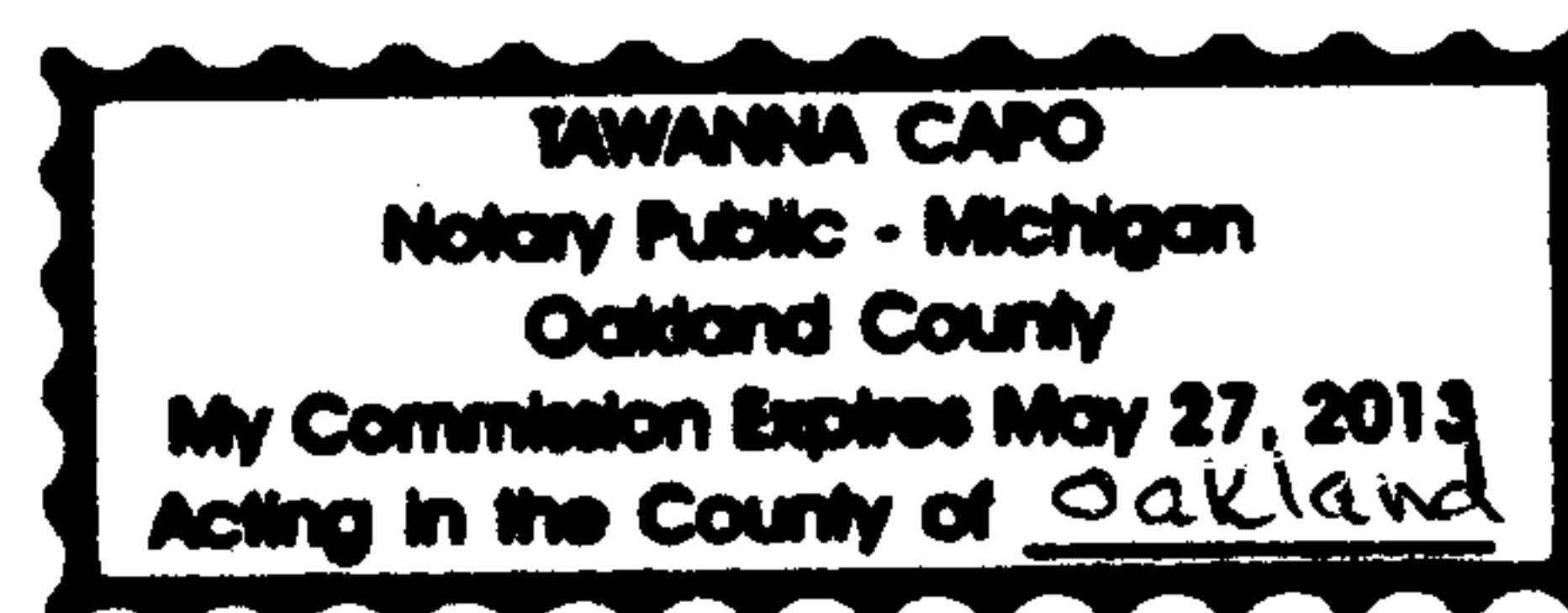
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Louis R. Lavorata, the Chief Financial Officer of Grede II LLC, , a Delaware limited liability company, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (s)he is such an officer of the company and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal this 6 day of May, 2010.


NOTARY PUBLIC

My Commission Expires:

May 27, 2013
[NOTARIAL SEAL]



MORTGAGEE:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, a Delaware corporation

By: *Robert McNabb*
Robert McNabb
Its Duly Authorized Signatory

STATE OF NY
COUNTY OF NY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert McNabb, Duly Authorized Signatory of General Electric Capital Corporation, a Delaware corporation, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (s)he is such an officer of the corporation and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 16th day of MAY, 2010.

Joseph D. Catarina
NOTARY PUBLIC

My Commission Expires:

JOSEPH D. CATARINA
NOTARY PUBLIC, State of New York
No. 31-4896080
Qualified in New York County
Commission Expires June 1, 2011

[NOTARIAL SEAL]

NOV-30



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EXHIBIT A

Additional Premises

File No. 210-37527F

A tract in the Southwest 1/4 of the Southwest 1/4 of Section 23, and the Northwest 1/4 of the Northwest 1/4 of Section 26, Township 21 South, Range 1 West, described as follows:

Commence at the Northwest corner of Section 26, Township 21 South, Range 1 West; thence run South, along the West line of said Section a distance of 848.46 feet to the Northwest right-of-way line of a County Road; thence turn an angle of 124 degrees 08 minutes 58 seconds to the left and run along said right of way line, a distance of 825.60 feet, to the point of beginning; thence continue in the same direction, along said right-of-way line a distance of 460.73 feet; thence turn an angle of 55 degrees 31 minutes 29 seconds to the left and run a distance of 366.10 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 105.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 210.00 feet; thence turn an angle of 70 degrees 10 minutes to the left and run a distance of 152.83 feet; thence turn an angle of 70 degrees 10 minutes to the right and run a distance of 269.00 feet; thence turn an angle of 69 degrees 02 minutes to the left and run a distance of 283.76 feet; thence turn an angle of 20 degrees 58 minutes to the left and run a distance of 76.08 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 1259.29 feet to the point of beginning.

Situated in the Southwest 1/4 of the Southwest 1/4 of Section 23, and the Northwest 1/4 of the Northwest 1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama.



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