

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Christopher D. McCoy, Esq.
King & Spalding LLP
100 North Tryon Street, Suite 3900
Charlotte, NC 28202

20120405000116410 1/7 \$39.00
Shelby Cnty Judge of Probate, AL
04/05/2012 09:53:33 AM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Grede II LLC

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

4000 Town Center, Suite 500 Southfield MI 48075 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

Limited Liability Company Delaware 2405136 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
General Electric Capital Corporation, as Agent and Mortgagee

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

500 West Monroe, 12th Floor Chicago IL 60661 USA

4. This FINANCING STATEMENT covers the following collateral:

Debtor has granted to Secured Party a security interest in substantially all of its assets as more particularly described on Rider A attached hereto and made a part hereof.

Additional Security For mortgage recorded at
20120405000116400

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAIOLR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

09637.233024

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

Grede II LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:



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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Exhibit A attached hereto.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

RIDER "A"

RIDER TO UCC FINANCING STATEMENT OF
GREDE II LLC, AS DEBTOR
AND
GENERAL ELECTRIC CAPITAL CORPORATION, AS SECURED PARTY

The types or items of property covered by this Uniform Commercial Code Financing Statement and the land upon which the same are located are described below. The security agreement for which this financing statement is filed is contained in that certain Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing (the "Mortgage") given by Debtor for the benefit of Secured Party. All terms not otherwise defined herein shall have the meaning ascribed to them in the Mortgage.

(a) The real property described in Exhibit A attached hereto and made a part hereof (the "Premises");

(b) 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 Debtor 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;

(c) all claims, demands, rights, title and interest of Debtor 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;

(d) all right, title and interest of Debtor 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");

(e) 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 Secured Party pursuant to Section 3.8 of the Mortgage;

(f) all right, title and interest of Debtor 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 Debtor;

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

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

(i) all rights of Debtor under any contracts executed by Debtor 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;

(j) all right, title and interest of Debtor in and to all tangible personal property ("Personal Property") now or hereafter owned by Debtor 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 Debtor and attached to or contained in and used or useful in connection with the Premises or the Improvements; and



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

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.

Said parcel of land lying in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 21 South, Range 1 West.

Parcel III:

A tract in the southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, and the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ 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 $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, and the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama.