
20120405000116420 1/9 \$37.00
Shelby Cnty Judge of Probate, AL
04/05/2012 09:53:34 AM FILED/CERT

This instrument was prepared by
And after recording please return to:

Sarah A. Fisher, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
155 North Wacker Drive, Suite 2700
Chicago, Illinois 60606

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

BY

GREDE II LLC, Mortgagor,

TO

BANK OF AMERICA, N.A., as Agent, Mortgagee,

Relating to Premises in:
Shelby County, Alabama

DATED: As of April 4, 2012

The lien created by the Mortgage (as defined hereinbelow) on the property described herein is junior and subordinate to the lien on such property created by any mortgage, deed of trust or similar instrument now or hereafter granted to General Electric Capital Corporation, as Term Loan Administrative Agent, and its successors and assigns in such property in accordance with the provisions of the Intercreditor Agreement dated as of April 4, 2012 among Bank of America, N.A., as Revolving Credit Administrative Agent, General Electric Capital Corporation, as Term Loan Administrative Agent, and the Loan Parties referred to therein. As among the Revolving Credit Claimholders and the Term Loan Claimholders, in the event of any conflict between the terms of the Intercreditor Agreement and this mortgage, the terms of the Intercreditor Agreement shall govern and control.

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

THIS MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING (this "**Modification**") is made as of the 4th day of April, 2012, by and between **GREDE II LLC**, a Delaware limited liability company, with its principal office at 27275 Haggerty Road, Suite 420, Novi, MI 48377 ("**Mortgagor**"), and **BANK OF AMERICA, N.A.**, a national banking association, with an office at 135 South LaSalle Street, 4th Floor, Mail Code IL4-135-04-25, Chicago, Illinois, 60603, as mortgagee, assignee and secured party, in its capacity as Agent for the benefit of the Secured Parties (as defined in the Loan Agreement, as hereinafter defined) (together with any successors or assigns in such capacity the "**Mortgagee**").

R E C I T A L S:

WHEREAS, Mortgagor, Mortgagee and certain other parties entered into that certain Amended and Restated Loan and Guaranty Agreement, dated as of April 11, 2011 (the "**Existing Loan Agreement**");

WHEREAS, to secure the payment of the Obligations under the Existing Loan Agreement, Mortgagor executed and delivered to Mortgagee that certain Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing dated April 11, 2011, and recorded with the Shelby County, Alabama Judge of Probate as Document No. 20110412000113640 on April 12, 2011 (as otherwise amended, amended and restated, modified, or supplemented prior to the date hereof, the "**Original Mortgage**"), encumbering the property described on Exhibit A attached hereto;

WHEREAS, contemporaneously herewith, Mortgagor, Mortgagee, and certain other parties have amended and restated the Existing Loan Agreement pursuant to that certain Second Amended and Restated Loan and Guaranty Agreement, dated as of even date herewith (the "**Amended and Restated Loan Agreement**"; the Existing Loan Agreement, as amended and restated pursuant to the Amended and Restated Loan Agreement, shall hereinafter be referred to collectively as the "**Loan Agreement**"); and

WHEREAS, Mortgagor and Mortgagee wish to give notice of the amendments to the Existing Loan Agreement reflected in the Amended and Restated Loan Agreement, to confirm that the Original Mortgage remains in full force and effect and continues to secure the Mortgagor's obligations under the Amended and Restated Loan Agreement and the other Loan Documents, and to make other amendments to the Original Mortgage as set forth below;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee do hereby agree as follows:

1. Incorporation of Definitions. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement.

2. Modification of Original Mortgage. The Original Mortgage is hereby modified as follows:

(a) All references in the Original Mortgage or in any other Loan Document to the term "Mortgage" shall hereinafter refer to the Original Mortgage, as amended and modified by this Modification, and as may be further amended, amended and restated, modified or supplemented from time to time (hereinafter the "Mortgage"). Any future amendment, restatement, supplement or modification of the Mortgage may or may not be recorded.

(b) All references in the Original Mortgage to the term "Credit Agreement" shall hereinafter refer to the following: "that certain Amended and Restated Loan and Guaranty Agreement, dated April 11, 2011, by and among Mortgagor, Mortgagee, and certain other parties thereto, as further amended and restated by that certain Amended and Restated Loan and Guaranty Agreement, dated as of April 4, 2012, as the same may be further amended, amended and restated, modified, or supplemented from time to time."

(c) All references in the Original Mortgage to the term "first mortgage lien" shall hereinafter refer to "second mortgage lien".

(d) The following language is added as a legend on the cover page of the Mortgage:

"The lien created by this mortgage on the property described herein is junior and subordinate to the lien on such property created by any mortgage, deed of trust or similar instrument now or hereafter granted to General Electric Capital Corporation, as Term Loan Administrative Agent, and its successors and assigns in such property in accordance with the provisions of the Intercreditor Agreement dated as of April 4, 2012 among Bank of America, N.A., as Revolving Credit Administrative Agent, General Electric Capital Corporation, as Term Loan Administrative Agent, and the Loan Parties referred to therein. As among the Revolving Credit Claimholders and the Term Loan Claimholders, in the event of any conflict between the terms of the Intercreditor Agreement and this mortgage, the terms of the Intercreditor Agreement shall govern and control."

(e) Section 5.4 is replaced in its entirety with the following language:

"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."

(f) The following section is added to the Mortgage:

"5.19 Intercreditor Agreement. "The terms of this Mortgage, any lien and security interest granted to the Agent (as defined herein) pursuant to this Mortgage, and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of April 4, 2012, (the "Intercreditor Agreement") among Bank

20120405000116400 at Page _____ in the public records of the County and State in which the Premises is located (the "GECC Mortgage"). Pursuant to the Intercreditor Agreement, Mortgagee, GECC, Mortgagor and the other Loan Parties parties thereto, Mortgagee agreed, among other things, to subordinate the lien of its mortgage and Mortgagor's obligations thereunder to the GECC Mortgage and GECC's obligations thereunder."

3. Subordination. The Mortgage is intended to be junior and subordinate to the lien on the property (described therein) created by the mortgage granted to GECC by Mortgagor and recorded with the Shelby County, Alabama Judge of Probate contemporaneously herewith.

4. No Default or Event of Default. Mortgagor warrants and represents, as of the date hereof, that there does not exist an Event of Default, or an event that, but for the passing of time or the giving of notice, would constitute an Event of Default under the Mortgage.

5. No Oral Modification. Neither this Modification nor the Mortgage may be further amended, altered or modified except upon the written agreement of all parties hereto.

6. Ratification. Except as expressly set forth herein, Mortgagor covenants and agrees that all of the terms, covenants, promises, warranties, representations and conditions of the Original Mortgage shall remain in full force and effect and are hereby ratified. Further, nothing contained herein shall in any way impair the validity of the Original Mortgage.

7. Notice to Junior Lien Claimants. The Secured Obligations may, from time to time, be amended, modified, extended, renewed, restated, increased, replaced, supplemented, or otherwise changed (any of the foregoing, a "Change"). Changes may include any or all of the following, none of which shall impair the priority of the lien of the Mortgage as against the liens of Junior Lien Claimants (as defined below): (i) complete or partial amendment and restatement of any or all terms and conditions of the Secured Obligations, (ii) modifications of the required principal and/or interest payment dates, deferring or accelerating such payment dates in whole or in part, (iii) modifications, extension or renewals at a different rate or interest, (iv) increases in any amount in the principal or interest rate of the Loans, and/or (v) modifications or additional amounts advanced with respect to the Loans. The Mortgage shall continue to secure the Secured Obligations, with the same priority of lien, even if the Secured Obligations are subject to Change. Except as expressly set forth herein, execution and delivery of this Modification, or of any subsequent or prior (if any) amendment of the Mortgage, shall not impair, reduce or subordinate, in whole or in part, the priority of the Original Mortgage. A "Junior Lien Claimant" means any holder of any interest or claim that affects any Land or estate or interest

therein, which interest or claim is recorded after the date the Original Mortgage was recorded (other than any interest or claim in favor of the Term B Loan Agent) or that is otherwise, or is intended to be, junior and subordinate to the lien of the Original Mortgage.

8. Binding Upon Successors and Assigns. This Modification shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

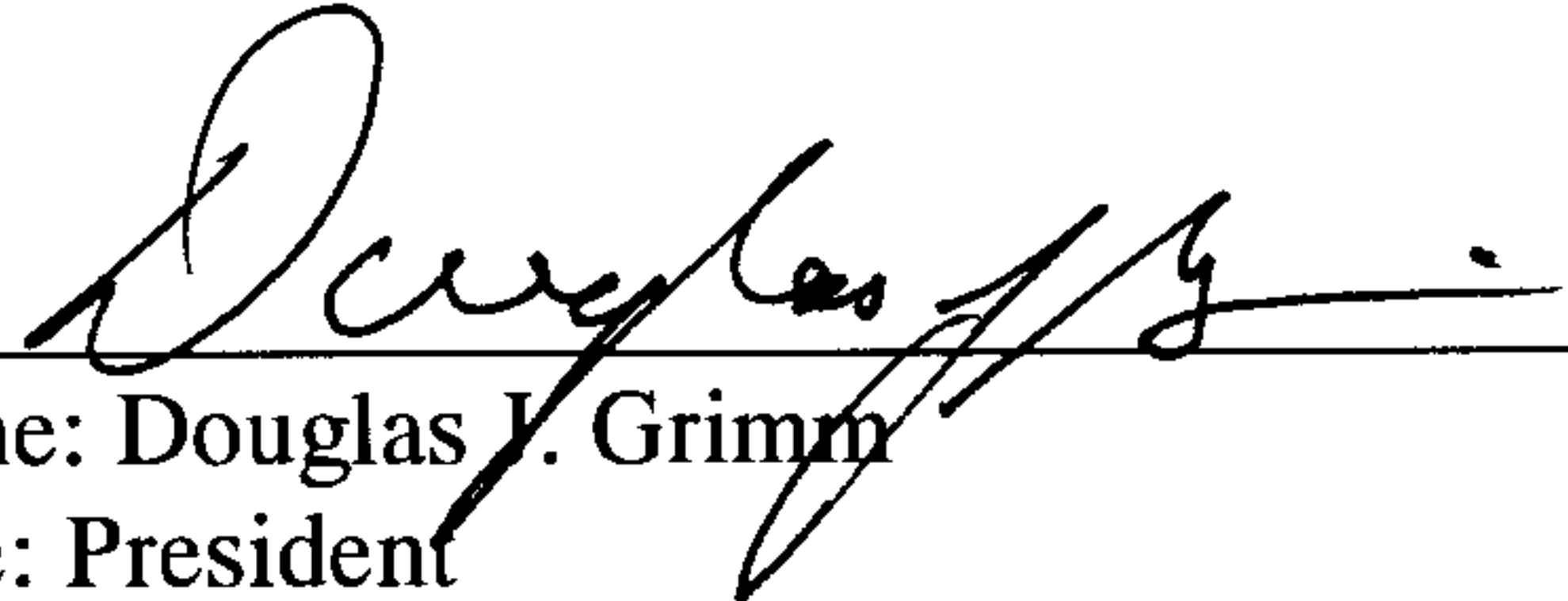
9. Headings. The headings of the articles, sections and subsections of this Modification are for convenience and reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof.

10. Counterparts. This Modification may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[EXECUTION ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Mortgagor has duly signed and delivered this Modification on the date set forth in the notary acknowledgement below to be effective as of the date first above written.

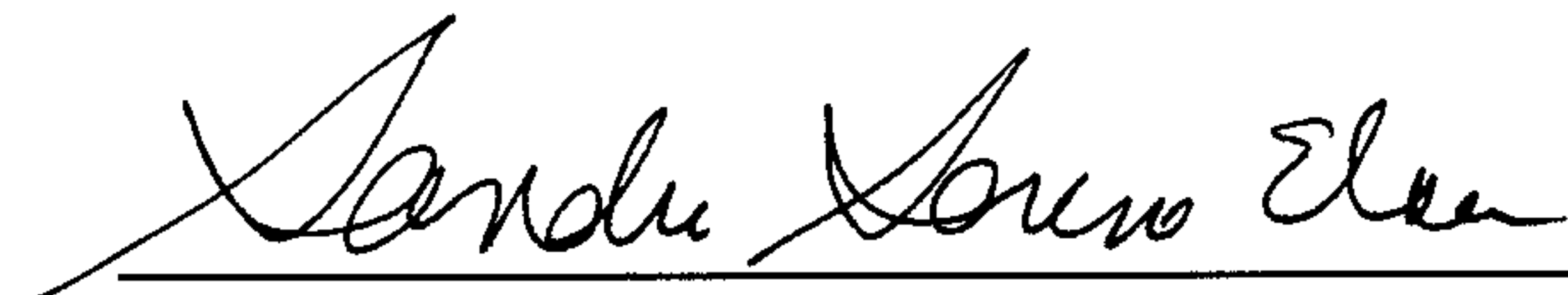
GREDE II LLC, a Delaware limited liability company

By: 
Name: Douglas J. Grimm
Title: President

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, Sandra Sorini Elser, 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 hereof, 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^d day of April, 2012.



Sandra Sorini Elser
Notary Public

My commission expires:
9/9/16

[NOTARY SEAL]

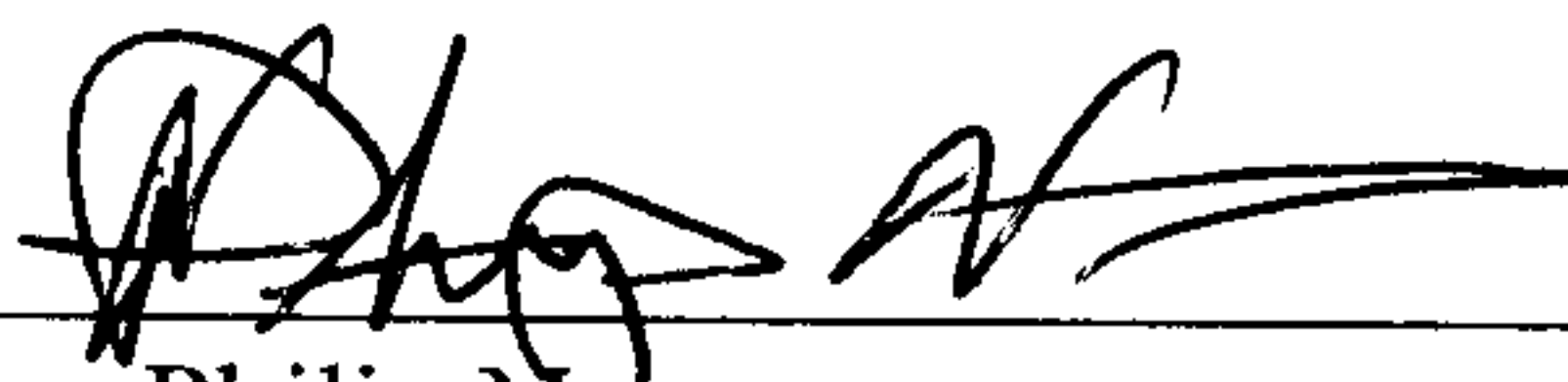
SANDRA SORINI ELSER
Notary Public, Washtenaw County, Michigan
Acting in WAYNE County
My Commission Expires: 09/09/2016

[EXECUTION CONTINUED ON FOLLOWING PAGE]


20120405000116420 6/9 \$37.00
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IN WITNESS WHEREOF, Mortgagee has duly signed and delivered this Modification on the date set forth in the notary acknowledgement below to be effective as of the date first above written.

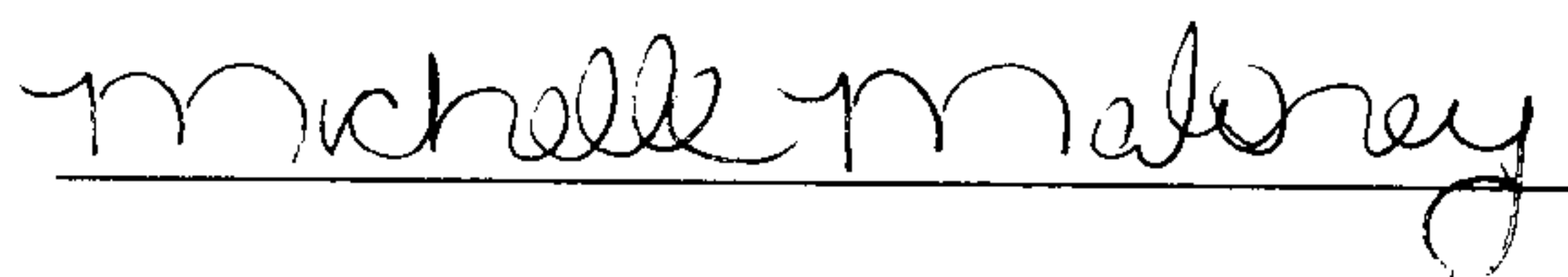
BANK OF AMERICA, N.A., a national
banking association, as Agent

By: 
Name: Philip Nomura
Title: Senior Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Philip Nomura, whose name, as Senior Vice President of **BANK OF AMERICA, N.A.**, a national banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents hereof, s/he as such officer and with full authority, executed the same voluntarily and as the act of said a national banking association.

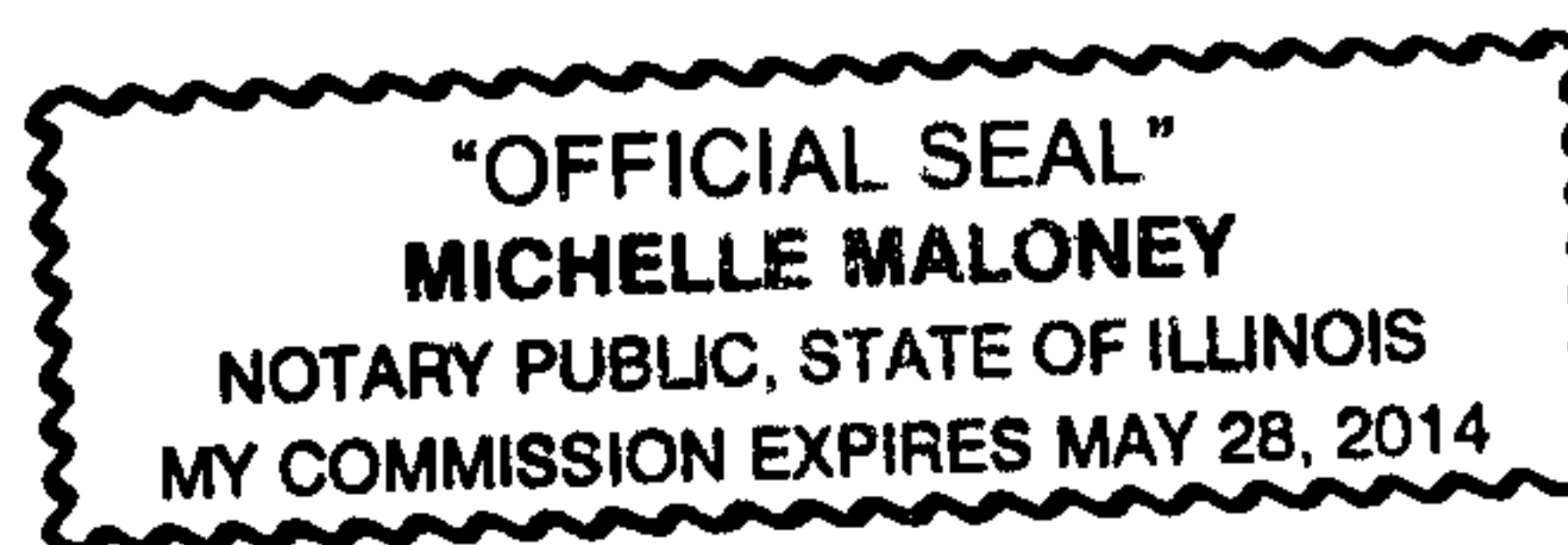
Given under my hand this the 29th day of March, 2012.


Notary Public

My commission expires:

5/28/2014

[NOTARY SEAL]



[END OF EXECUTION]



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EXHIBIT A

Legal Description of the Mortgaged Property

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.

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 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.

