



30 WEST BROAD ST IRVING PLACE/OLD CITY HALL SUITE 100 ROCHESTER, NY 14614
PHONE: 585-955-6111 WWW.FRONTIERABSTRACT.COM FAX: 585-955-6175

Client AECOM
FRO # FRO-12-497614

Client# 83501

Date: 12/17/2012
of pages: 190

County: Ontario Run Dates 7/10/2000 → 10/30/2012
Owner: Cambridge Acquisition Corp.
Address: 111 North Street, City of Canandaigua, Ontario County

Limited Tax Info

Tax Lien Found: No SBL#: 070.019-01-004.2 Land:\$ 200,000 Total:\$ 400,000
Lot Size: 15.00 acres Prop Class: 710 City: Canandaigua School: Canandaigua

DEEDS

--Current Deed--

Grantor: Cambridge Industries, Inc.
Grantee: Cambridge Acquisition Corp.
Liber/Page 1039 Dated 250 Recorded 7/28/2000 Deed Type Bargain & Sale
Assumption: No Life Use: No
Being: No Being Clause to grantors in Liber/Page
Transfer Tax: \$ 0.00 Notes:

Total # of Mortgages: 3

MORTGAGE:

Mortgagor Meridian Automotive Systems – Composites Operations, Inc. f/k/a Cambridge Acquisition Corp.
Mortgagee State Street Bank and Trust Company
Liber/Page: 1237 Dated: 745 Recorded: 6/26/2001
Amount: \$ 3,500,000 Open Ended: No

SUBORDINATION AGREEMENT The above mortgage was subordinated by U.S. Bank National Association, successor-in-interest to State Street Bank and Trust Company to Credit Suisse First Boston.

Liber/Page: 1627 Dated: 801 Recorded: 5/7/2004

FIRST MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING:

Mortgagor Meridian Automotive Systems – Composites Operations, Inc.
Mortgagee Credit Suisse First Boston
Liber/Page: 1627 Dated: 759 Recorded: 5/7/2004
Amount: \$ 310,000,000 Open Ended: No

SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING:

Mortgagor Meridian Automotive Systems – Composites Operations, Inc.
Mortgagee Credit Suisse First Boston
Liber/Page: 1627 Dated: 759 Recorded: 5/7/2004
Amount: \$ 175,000,000.00 Open Ended: Yes

ASSIGNMENT OF MORTGAGE:

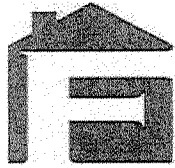
Assigned To: Wells Fargo Bank, National Association L/P 1799/501 Date 12/15/2005 Rec. 1/4/2006

Liens & Surrogates (Note # of Liens for each)

| <u>JUDG</u> | <u>LIS PEN</u> | <u>UCC'S</u> | <u>MECH LIENS</u> | <u>FED TAX</u> | <u>STATE TAX</u> |
|-------------|----------------|--------------|-------------------|----------------|------------------|
| 0 | 0 | 0 | 0 | 0 | 2 |

Names Certified: Cambridge Acquisition Corp., Meridian Automotive Systems – Composites Operations, Inc.

Notes: Page 1 of 2



JUDGMENTS, EASEMENTS & OTHER

EASEMENT

Grantor: Cambridge Acquisition Corp.
Grantee: City of Canandaigua

Liber/Page 1074/672 Dated 4/8/2002 Recorded 4/24/2002
Note: See Copy Attached

EASEMENT

Grantor: Cambridge Acquisition Corp.
Grantee: City of Canandaigua

Liber/Page 1074/678 Dated 4/8/2002 Recorded 4/24/2002
Note: See Copy Attached

EASEMENT

Grantor: Constellation Brands, Inc.
Grantee: Meridian Automotive Systems – Composites Operations, Inc.

Liber/Page 1112/264 Dated 6/24/2003 Recorded 1/23/2004
Note: See Copy Attached

JUDGMENT

New York Sate Department of Taxation and Finance

-vs.-

Meridian Automotive Group, Inc.

Index No. 2003-3748 Filed: 11/24/2003 Amount: \$1,093.69

Note: See Copy Attached

JUDGMENT

New York Sate Department of Taxation and Finance

-vs.-

Meridian Automotive Group, Inc.

Index No. 2011-1173 Filed: 3/4/2011 Amount: \$1,962.40

Note: See Copy Attached

AFFIDAVIT:

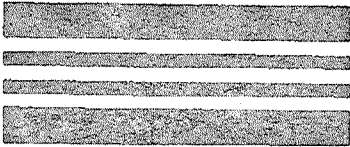
In the Matter of:
Meridian Automotive Systems – Composites Operations, Inc.

Liber/Page 1213/163 Dated 8/27/2008 Recorded 9/2/2008
Note: See Copy Attached

CERTIFICATE OF DISSOLUTION:

In the Matter of
Meridian Automotive Systems – Composites Operations, Inc.

Filed: 5/3/2012 Liber 3 of Corporations, Page 725.
Note: The above Foreign Corporation's Authority is Annulled.



This Document has been recorded
This is NOT a bill

ONTARIO COUNTY CLERK'S OFFICE
CLERK'S RECORDING PAGE

Return To:

SKADDEN ARPS ETAL
4 TIMES SQ
NY NY 10036

Index DEED BOOK
Book 01039 Page 0250
No. Pages 0003
Instrument DEED
Date : 7/28/2000
Time : 3:06:11
Control # 200007280134
IN # IN 2000 008493
T/T # TX 2000 004169
Employee ID COUNTER3

CAMBRIDGE INDUSTRIES INC
CAMBRIDGE ACQUISITION CORP

| | | |
|-----------|----|-------|
| RECORDING | \$ | 14.25 |
| SURCHARGE | \$ | 4.75 |
| RP-5217-S | \$ | 22.00 |
| RP-5217-C | \$ | 3.00 |
| TRANS TAX | \$ | .00 |
| TP-584 | \$ | 5.00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| Total: | \$ | 49.00 |

STATE OF NEW YORK
ONTARIO COUNTY CLERK'S OFFICE

TRANSFER TAX

THIS SHEET CONSTITUTES THE CLERK'S ENDORSE-
MENT REQUIRED BY SECTION 316-A (5) AND
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. ** DO NOT DETACH **

| | |
|-----------------|-----|
| TRANSFER AMT \$ | .00 |
| TRANSFER TAX \$ | .00 |

JOHN H. COOLEY
COUNTY CLERK



200007280134

5

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT — THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, is made this 10th day of July, 2000, and is BETWEEN

7A
8

Cambridge Industries, Inc., a Delaware corporation, having an address at 555 Horace Brown Drive, Madison Heights, Michigan 48071,

party of the first part, and

Cambridge Acquisition Corp., a Delaware corporation, having an address at c/o Meridian Automotive Systems, Dearborn Office, 500 Town Center Drive, Suite 425, Dearborn, Michigan 48126,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in City of Canandaigua, County of Ontario and State of New York, being more particularly bounded and described as follows:

Commencing at a point in the south line of North Street 1,939.34 feet westerly from the west line of North Main Street as measured along the said south line of North Street; thence from said point of beginning South 27 degrees 24 minutes 40 seconds East 1,537.20 feet to a point; thence North 73 degrees 47 minutes 30 seconds East 440.56 feet to a point in the west line of the New York Central Railroad Company property (Auburn Branch); thence North 16 degrees 07 minutes West along the west line of said Railroad Company property, 759 feet to a point; thence South 73 degrees 43 minutes west 275 feet to a point; thence North 22 degrees 00 minutes 40 seconds West 753.60 feet to a point in the south line of North Street; thence along the south line of North Street South 73 degrees 43 minutes West 389.24 feet to the point of beginning.

TOGETHER with all right, title and interest, if any, of the party of the first part, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.


AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

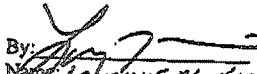
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

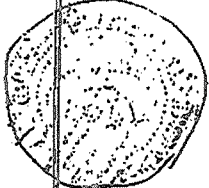
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

CAMBRIDGE INDUSTRIES, INC.,
a Delaware corporation


Name: Donald C. Campion

By: 
Name: Leokadia M. Kazanowski
Title: PRESIDENT - CEO

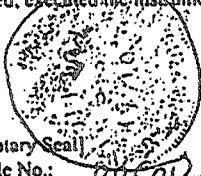


355052.02-New York STA

STATE OF MICHIGAN)
)ss.
COUNTY OF Wayne)

LIBER 1039 PAGE 252

On the 10th day of July in the year 2000 before me, the undersigned, a notary public in and for said state, personally appeared Lawrence M. Kazanowski personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Holly S. Adams
Notary Public Holly S. Adams
My commission expires: 7/17/01

[Notary Seal]
Title No.: 00601380

SECTION 70.19
BLOCK: 1
LOT: 4.2
COUNTY: Ontario

RETURN BY MAIL TO:

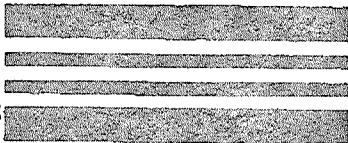
Distributed by
Chicago Title Insurance Company

Skadden, Arps, Slate, Mcagher & Flom LLP
4 Times Square
New York, New York
Att: Howard L. Ellin, Esq. Zip No. 10036

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

N00-2042(11b)
TA w.(00) 380

Ontario
Cty



This Document has been recorded
This is NOT a bill

ONTARIO COUNTY CLERK'S OFFICE
CLERK'S RECORDING PAGE

Return To:

TITLE ASSOCIATES INC
825 THIRD AVE
NEW YORK, NY 10022
L. WILLIAMS

MERIDIAN AUTOMOTIVE SYSTEMS-CO
MPOSITES OPERATIONS INC
CAMBRIDGE ACQUISITION CORP

STATE STREET BANK AND TRUST CO
AS AGENT

Index MORTGAGE BOOK

Book 01237 Page 0745

No. Pages 0038

Instrument MORTGAGE

Date : 6/26/2001

Time : 10:16:08

Control # 200106260024

M/T # MT CS 001541

IN # IN 2001 007556

Employee ID COUNTER3 *dc*

MORTGAGE TAX

| | | | | |
|------------|----|-----------|------------------------|--------------|
| RECORDING | \$ | 119.25 | TAXABLE MORTGAGE AMT\$ | 3,500,000.00 |
| SURCHARGE | \$ | 4.75 | BASIC MORTGAGE TAX \$ | 17,500.00 |
| BASIC M/TX | \$ | 17,500.00 | SPEC ADD'L MTG TAX \$ | 8,750.00 |
| SPECL M/TX | \$ | 8,750.00 | | |
| | \$ | .00 | | |
| | \$ | .00 | | |
| | \$ | .00 | | |
| | \$ | .00 | | |
| | \$ | .00 | | |
| | \$ | .00 | | |
| | \$ | .00 | | |
| Total: | \$ | 26,374.00 | Total | \$ 26,250.00 |

STATE OF NEW YORK
ONTARIO COUNTY CLERK'S OFFICE

THIS SHEET CONSTITUTES THE CLERK'S ENDORSE-
MENT REQUIRED BY SECTION 316-A (5) AND
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. ** DO NOT DETACH **

JOHN H. COOLEY
COUNTY CLERK



12821799.3

**SECOND
MORTGAGE**

from

**MERIDIAN AUTOMOTIVE SYSTEMS -
COMPOSITES OPERATIONS, INC.**

f/k/a

**CAMBRIDGE ACQUISITION CORP., Mortgagor,
A Delaware Corporation
c/o Meridian Automotive Systems, Inc.
3196 Kraft S.E., Suite 200
Grand Rapids, Michigan 49512**

to

**STATE STREET BANK AND TRUST COMPANY
As Collateral Agent, Mortgagee, a Massachusetts trust company whose address is
c/o Global Investors Services Group Corporate Trust
225 Franklin Street, Boston, Massachusetts 02110**

DATED AS OF June 13, 2001

Prepared by, and after recording, please return to:

**Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
Attention: Lisa O'Keefe**

Notwithstanding anything to the contrary contained herein, the maximum principal indebtedness secured under any contingency by this instrument shall in no event exceed \$3,500,000.

MORTGAGE

THIS MORTGAGE, dated as of June 13, 2001 is made by Meridian Automotive Systems - Composites Operations, Inc. f/k/a Cambridge Acquisition Corp., a Delaware corporation ("Mortgagor"), whose address is c/o Meridian Automotive Systems, Inc., 3196 Kraft S.E., Suite 200, Grand Rapids, Michigan 49512, to State Street Bank and Trust Company, a Massachusetts trust company ("State Street") whose address is c/o Global Investors Services Group Corporation Trust, Attention: Meridian Automotive Collateral Agency, 225 Franklin Street, Boston, Massachusetts 02110 as Collateral Agent (State Street, herein, "Mortgagee"), for the Series B Note Holders as identified in that certain Collateral Agreement dated as of March 29, 2001, (as the same may be amended, supplemented, modified, extended, restated, replaced or otherwise modified from time to time, the "Collateral Agreement") among Mortgagee, Meridian Automotive Systems, Inc., a Michigan corporation ("Borrower"), certain of its affiliates, (the "Grantors") including Mortgagor. References to this "Mortgage" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this instrument. In the event of any conflict between the provisions of this Mortgage and the provisions of the Collateral Agreement, the applicable provisions of the Collateral Agreement shall govern and control. Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Collateral Agreement.

Background

A. The Borrower, the Collateral Agent, The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, Metropolitan Life Insurance Company, a New York corporation, Capital d'Amerique CDPQ Inc., a Quebec corporation, Windward Capital Associates, L.P., a Delaware limited partnership, Windward/Park AB III, L.L.C., a Delaware limited liability company, Credit Suisse First Boston Private Equity, a Zug corporation, BancAmerica Capital Investors II, L.P., a Delaware limited partnership, Suez Capital Partners II, L.P., a Delaware limited partnership, SCP II Associates, a Delaware general partnership, Indosuez Capital Co-Invest Partners, L.P., a Delaware limited partnership (each of the aforementioned other than the Borrower and the Collateral Agent), a "Purchaser" and, collectively, the "Purchasers"), and the Subsidiary Guarantors (as defined therein) entered into that certain Third Amended and Restated Subordinated Note Agreement dated as of March 29, 2001 (as the same may be amended, supplemented, or otherwise modified from time to time, the "Subordinated Note Agreement").

B. Pursuant to the Subordinated Note Agreement, the Borrower shall issue up to an aggregate principal amount of \$40,000,000 in Series B Notes plus additional Series B Notes reflecting interest payable, if any, thereon.

C. Each of the Grantors, including Mortgagor, shall benefit from the purchase of Series B Notes of the Borrower to be made by the Series B Holders.

D. Pursuant to the Collateral Agreement the Series B Notes are to be secured by the Collateral (as defined in the Collateral Agreement) which includes the parcels of real property owned by Mortgagor and described on Schedule A attached hereto (such real property,

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County

together with all of the buildings, improvements, structures and fixtures now or subsequently located thereon (the "Improvements"), being collectively referred to as the "Real Estate").

Granting Clauses

NOW, THEREFORE in consideration of the premises and to induce the Collateral Agent and the Series B Holders to enter into the Subordinated Note Agreement and to induce the Series B Holders to purchase Series B Notes and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees that to secure subject to the provisions of Article 42(e) hereof:

(a) the unpaid principal of, premium, if any, and interest, if any, on the Series B Notes and all other obligations and liabilities of the Borrower (including, without limitation, interest, if any, accruing at the then applicable rate provided in the Series B Notes after the maturity of the Series B Notes and interest, if any, accruing at the then applicable rate provided in the Series B Notes after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for postfiling or postpetition interest is allowed in such proceeding) to the Collateral Agent or any Series B Holder (in its capacity as Series B Holder) whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Subordinated Note Agreement, the Series B Notes, the Collateral Agreement or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, guarantee obligations, fees, indemnities, costs, expenses or otherwise (the "Indebtedness"); and

(b) the performance of all covenants, agreements, obligations and liabilities of the Borrower, the Grantors, and the Mortgagor (the "Obligations") whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Subordinated Note Agreement, the Collateral Agreement, this Mortgage, any other document securing payment of the Indebtedness (the "Security Documents") and any amendments, supplements, extensions, renewals, restatements, replacements or modifications of any of the foregoing (the Security Documents and all other documents and instruments from time to time evidencing, securing or guaranteeing the payment of the Indebtedness or the performance of the Obligations, as any of the same may be amended, supplemented, extended, renewed, restated, replaced or modified from time to time, are collectively referred to as the "Loan Documents");

MORTGAGOR HEREBY GRANTS TO MORTGAGEE A LIEN UPON AND A SECURITY INTEREST IN, AND HEREBY MORTGAGES AND WARRANTS, GRANTS, ASSIGNS, HYPOTHECATES, PLEDGES, TRANSFERS AND SETS OVER TO MORTGAGEE, FOR THE BENEFIT OF MORTGAGEE:

(A) the Real Estate;

(B) all the estate, right, title, claim or demand whatsoever of Mortgagor, in possession or expectancy, in and to the Real Estate or any part thereof,

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(C) all right, title and interest of Mortgagor in, to and under all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, development rights, air rights, mineral rights and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(D) all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (D) being referred to as the "Equipment");

(E) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor;

(F) all right, title and interest of Mortgagor in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Mortgagor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Mortgagor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Mortgaged Property (as defined below) (collectively, the "Rents");

ONTARIO COUNTY

(G) all trade names, trade marks, logos, copyrights, good will and books and records relating to or used in connection with the operation of the Real Estate or the Equipment or any part thereof; all general intangibles related to the operation of the Improvements now existing or hereafter arising;

(H) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein;

(I) all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements relating to the purchase or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment (collectively, the "Contracts"), (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof (collectively, the "Permits") and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate (collectively, the "Plans");

(J) any and all monies now or subsequently on deposit for the payment of real estate taxes or special assessments against the Real Estate or for the payment of premiums on insurance policies covering the foregoing property or otherwise on deposit with or held by Mortgagee as provided in this Mortgage; all capital, operating, reserve or similar accounts held by or on behalf of Mortgagor and related to the operation of the Mortgaged Property, whether now existing or hereafter arising and all monies held in any of the foregoing accounts and any certificates or instruments related to or evidencing such accounts;

(K) all proceeds, both cash and noncash, of the foregoing;

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (A) through (E) are collectively referred to as the "Premises", and those described in the foregoing clauses (A) through (K) are collectively referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby mortgaged unto Mortgagee, its successors and assigns for the uses and purposes set forth, until the Indebtedness is fully paid and the Obligations fully performed.

Terms and Conditions

THIS MORTGAGE, THE LIEN CREATED HEREUNDER AND THE RIGHTS AND REMEDIES OF THE MORTGAGEE HEREUNDER ARE SUBJECT AND SUBORDINATE TO THAT CERTAIN INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT") DATED AS OF MARCH 29, 2001 AMONG THE JUNIOR LENDERS THERETO, MORTGAGEE AND BANK OF AMERICA N.A., AS ADMINISTRATION AGENT AND TO THAT CERTAIN MORTGAGE DELIVERED BY MORTGAGOR TO BANK OF AMERICA, N.A. DATED AS OF JULY 14, 2000 AND RECORDED WITH THE STATE OF NEW YORK, ONTARIO COUNTY CLERK'S OFFICE, BOOK 01175, PAGE 0916, RECORDED JULY 28, 2000 (AS THE SAME MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME), THE "SENIOR MORTGAGE".

Mortgagor further represents, warrants, covenants and agrees with Mortgagee as follows:

1. Warranty of Title. Mortgagor warrants that Mortgagor has good title to the Real Estate in fee simple and good title to the rest of the Mortgaged Property, subject only to the matters that are set forth in Schedule B of the title insurance policy or policies being issued to Mortgagee to insure the lien of this Mortgage (the "Permitted Exceptions") and Mortgagor shall warrant, defend and preserve such title and the lien of the Mortgage thereon against all claims of all persons and entities. Mortgagor further warrants that it has the right to mortgage the Mortgaged Property.

2. Payment of Indebtedness. Mortgagor shall pay the Indebtedness at the times and places and in the manner specified in the Subordinated Note Agreement, and the other Loan Documents and shall perform all the Obligations in accordance with the Subordinated Note Agreement and the other Loan Documents to which it is a party.

3. Requirements. (a) Mortgagor shall promptly comply with, or cause to be complied with, and conform to all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, rules, regulations and requirements, and irrespective of the nature of the work to be done, of each of the United States of America, any State and any municipality, local government or other political subdivision thereof and any agency, department, bureau, board, commission or other instrumentality of any of them, now existing or subsequently created (collectively, "Governmental Authority") which has jurisdiction over the Mortgaged Property and all covenants, restrictions and conditions now or later of record which may be applicable to any of the Mortgaged Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Mortgaged Property; provided however, that Mortgagor may contest the validity or application of the foregoing by appropriate legal proceedings initiated and conducted in good faith, and provided further that such proceedings shall not effect the lien of this Mortgage. All present and future laws, statutes, codes, ordinances, orders, judgments, decrees, rules, regulations and requirements of every Governmental Authority applicable to Mortgagor or to any of the Mortgaged Property and all

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covenants, restrictions, and conditions which now or later may be applicable to any of the Mortgaged Property are collectively referred to as the "Legal Requirements".

(b) Except as expressly permitted in the Subordinated Note Agreement or herein, Mortgagor shall not by act or omission permit any building or other improvement on any premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any Legal Requirements, and, subject to the terms of the Senior Mortgage and the Intercreditor Agreement, Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Mortgagor shall not by act or omission impair the integrity of any of the Real Estate as a single zoning lot separate and apart from all other premises. Mortgagor represents that each parcel of the Real Estate constitutes a legally subdivided lot, in compliance with all subdivision laws and similar Legal Requirements. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this subsection shall be void.

4. Payment of Taxes and Other Impositions. (a) Promptly when due, Mortgagor shall pay and discharge all taxes of every kind and nature (including, without limitation, all real and personal property, income, franchise, withholding, transfer, gains, profits and gross receipts taxes), all charges for any easement or agreement maintained for the benefit of any of the Mortgaged Property, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges and all other public charges even if unforeseen or extraordinary, imposed upon or assessed against or which may become a lien on any of the Mortgaged Property, or arising in respect of the occupancy, use or possession thereof, together with any penalties or interest on any of the foregoing (all of the foregoing are collectively referred to as the "Impositions"). Upon request of Mortgagee, Mortgagor shall deliver to Mortgagee (i) original or copies of receipted bills and canceled checks evidencing payment of such Imposition if it is a real estate tax or other public charge and (ii) evidence acceptable to Mortgagee showing the payment of any other such Imposition. If by law any Imposition, at Mortgagor's option, may be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Mortgagor may elect to pay such Imposition in such installments and shall be responsible for the payment of such installments with interest, if any.

(b) Nothing herein shall affect any right or remedy of Mortgagee under this Mortgage or otherwise, to pay any Imposition after the date such Imposition shall have become due and upon five (5) Business Days notice to Mortgagor, and to add to the Indebtedness the amount so paid, together with interest from the time of payment at the Default Rate at fifteen percent (15%) per annum (the "Default Rate"). Any sums paid by Mortgagee in discharge of any Impositions shall be (i) a lien on the Premises secured hereby prior to any right or title to, interest in, or claim upon the Premises subordinate to the lien of this Mortgage, and (ii) payable on demand by Mortgagor to Mortgagee together with interest at the Default Rate as set forth above.

(c) Mortgagor shall not claim, demand or be entitled to receive any credit or credits toward the satisfaction of this Mortgage or on any interest payable thereon for any taxes assessed against the Mortgaged Property or any part thereof, and shall not claim any deduction from the taxable value of the Mortgaged Property by reason of this Mortgage.

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(d) Mortgagor shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Imposition by appropriate legal proceedings, but such right shall not be deemed or construed in any way as relieving, modifying, or extending Mortgagor's covenant to pay any such Imposition at the time and in the manner provided in this Section unless (i) Mortgagor has given prior written notice to Mortgagee of Mortgagor's intent so to contest or object to an Imposition, (ii) Mortgagor shall demonstrate to Mortgagee's satisfaction that the legal proceedings shall operate conclusively to prevent the sale of the Mortgaged Property, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings and (iii) Mortgagor shall furnish a good and sufficient bond or surety as requested by and reasonably satisfactory to Mortgagee in the amount of the Impositions which are being contested plus any interest and penalty which may be imposed thereon and which could become a lien against the Real Estate or any part of the Mortgaged Property.

(e) Upon written notice to Mortgagor, Mortgagee upon the occurrence and during the continuance of an Event of Default (as defined below), and subject to the terms of the Intercreditor Agreement and the Senior Mortgage, shall be entitled to require Mortgagor to pay monthly in advance to Mortgagee the equivalent of 1/12th of the estimated annual Impositions. Mortgagee may commingle such funds with its own funds.

5. Insurance. (a) Mortgagor shall maintain or cause to be maintained on all of the Premises:

(i) property insurance against loss or damage by such risks and hazards as now are or subsequently may be customarily covered by an "all risk" policy or a fire policy covering "special" causes of loss. The policy shall include building ordinance law endorsements and the policy limits shall be automatically reinstated after each loss;

(ii) commercial general liability insurance covering all claims for personal injury, bodily injury or death, or property damage occurring on, in or about the Premises in an amount not less than \$10,000,000 combined single limit with respect to injury and property damage relating to any one occurrence plus such excess limits as Mortgagee shall request from time to time;

(iii) insurance in such amounts and against such loss or damage by any other risk commonly insured against by persons occupying or using like properties in the locality or localities in which the Real Estate is situated as Mortgagee may reasonably request from time to time;

(iv) insurance against rent loss, extra expense or business interruption (and/or soft costs, in the case of new construction), if applicable, in amounts reasonably satisfactory to Mortgagee, but not less than one year's gross rent or gross income;

(v) during the course of any construction or repair of Improvements, commercial liability insurance (including coverage for elevators and escalators, if any). The policy shall include coverage for independent contractors and completed operations. The completed operations coverage shall stay in effect for two years after construction of any Improvements has been completed, provided such coverage is available on

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commercially reasonable terms. The policy shall provide coverage on an occurrence basis against claims for personal injury, including, without limitation, bodily injury, death or property damage occurring on, in or about the Premises and the adjoining streets, sidewalks and passageways, such insurance to afford immediate minimum protection to a limit of not less than that required by Mortgagee with respect to personal injury, bodily injury or death to any one or more persons or damage to property;

(vi) during the course of any construction or repair of the Improvements, workers' compensation insurance (including employer's liability insurance) for all employees of Mortgagor engaged on or with respect to the Premises in such amounts as are reasonably satisfactory to Mortgagee, but in no event less than the limits established by law;

(vii) during the course of any construction, addition, alteration or repair of the Improvements, builder's risk completed value form insurance against "all risks of physical loss," including collapse, water damage, flood and earthquake and transit coverage, during construction or repairs of the Improvements, with deductible approved by Mortgagee, in nonreporting form, covering the total value of work performed and equipment, supplies and materials furnished (with an appropriate limit for soft costs in the case of construction);

(viii) boiler and machinery property insurance covering pressure vessels, air tanks, boilers, machinery, pressure piping, heating, air conditioning and elevator equipment and escalator equipment, provided the Improvements contain equipment of such nature, and insurance against rent, extra expense, business interruption and soft costs, if applicable, arising from any such breakdown, in such amounts as are reasonably satisfactory to Mortgagee but not less than the lesser of \$1,000,000 or 10% of the value of the Improvements;

(ix) if any portion of the Premises are located in an area identified as a special flood hazard area by the Federal Emergency Management Agency or other applicable agency, flood insurance in an amount satisfactory to Mortgagee, but in no event less than the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended; and

(x) such other insurance in such amounts as Mortgagee may reasonably request from time to time.

Each insurance policy (other than flood insurance written under the National Flood Insurance Act of 1968, as amended, in which case to the extent available) shall (i) provide that it shall not be canceled, non-renewed or materially amended without 30 days' prior written notice to Mortgagee except for non-payment of premiums, which shall require 10 days' prior written notice, and (ii) with respect to all property insurance, provide for deductibles not to exceed \$50,000, contain a "Replacement Cost Endorsement" without any deduction made for depreciation and with no coinsurance penalty (or attaching an agreed amount endorsement satisfactory to Mortgagee), with loss payable solely to Mortgagee except in accordance with the terms of the Senior Mortgage (modified, if necessary, to provide that proceeds in the amount of

replacement cost may be retained by Mortgagee without the obligation to rebuild) as its interest may appear, without contribution, under a "standard" or "New York" mortgagee clause acceptable to Mortgagee and be written by insurance companies having an A.M. Best Company, Inc. rating of A- or higher and a financial size category of not less than VIII, or otherwise as approved by Mortgagee. Liability insurance policies shall name Mortgagee as an additional insured and contain a waiver of subrogation against Mortgagee; all such policies shall indemnify and hold Mortgagee harmless from all liability claims occurring on, in or about the Premises and the adjoining streets, sidewalks and passageways. The amounts of each insurance policy and the form of each such policy shall at all times be reasonably satisfactory to Mortgagee. Each policy shall expressly provide that any proceeds which are payable to Mortgagee shall be paid by check payable to the order of Mortgagee only and requiring the endorsement of Mortgagee only except in accordance with the terms of the Senior Mortgage. If any required insurance shall expire, be withdrawn, become void by breach of any condition thereof by Mortgagor or by any lessee of any part of the Mortgaged Property or become void or unsafe by reason of the failure or impairment of the capital of any insurer, or if for any other reason whatsoever such insurance shall become unsatisfactory to Mortgagee, Mortgagor shall immediately obtain new or additional insurance reasonably satisfactory to Mortgagee. Mortgagor shall not take out any separate or additional insurance which is contributing in the event of loss unless it is properly endorsed and otherwise satisfactory to Mortgagee in all respects.

(b) Mortgagor shall deliver to Mortgagee an original or copy certified by Mortgagor to be a true and complete copy of each insurance policy required to be maintained, or a certificate of such insurance acceptable to Mortgagee, together with a copy of the declaration page for each such policy. Mortgagor shall (i) pay as they become due all premiums for such insurance, (ii) not later than 15 days prior to the expiration of each policy to be furnished pursuant to the provisions of this Section and on a monthly basis thereafter until Mortgagor shall have complied with clause (iii) below, deliver a certificate evidencing that such insurance policy remains in effect pending negotiation for a premium for the renewal thereof, and (iii) not later than 90 days after the expiration of each policy to be furnished pursuant to the provisions of this Section, deliver a renewed policy or policies, or duplicate original or originals thereof, marked "premium paid," or accompanied by such other evidence of payment satisfactory to Mortgagee with standard non-contributory mortgagee clauses in favor of and acceptable to Mortgagee. Upon request of Mortgagee, Mortgagor shall take reasonable steps to cause its insurance underwriter or broker to certify to Mortgagee in writing that all the requirements of this Mortgage governing insurance have been satisfied.

(c) If Mortgagor is in default of its obligations to insure or deliver any such prepaid policy or policies, then Mortgagee, at its option and without notice, may effect such insurance from year to year, and pay the premium or premiums therefor, and Mortgagor shall pay to Mortgagee on demand such premium or premiums so paid by Mortgagee with interest from the time of payment at the Default Rate and the same shall be deemed to be secured by this Mortgage and shall be collectible in the same manner as the Indebtedness secured by this Mortgage.

(d) Subject to Section 5(i) hereof, Mortgagor shall increase the amount of property insurance required to equal 100% replacement cost pursuant to the provisions of this Section at the time of each renewal of each policy (but not later than 12 months from the date of

this Mortgage and each successive 12 month period to occur thereafter) by using the F.W. Dodge Building Index or other comparable index to determine whether there shall have been an increase in the replacement value since the most recent adjustment and, if there shall have been such an increase, the amount of insurance required shall be adjusted accordingly.

(e) Mortgagor promptly shall comply with and conform to (i) all provisions of each such insurance policy, and (ii) all requirements of the insurers applicable to Mortgagor or to any of the Mortgaged Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of any of the Mortgaged Property. Mortgagor shall not use or permit the use of the Mortgaged Property in any manner which would permit any insurer to cancel any insurance policy or void coverage required to be maintained by this Mortgage.

(f) If the Mortgaged Property, or any part thereof, shall be destroyed or damaged by fire or any other casualty, whether insured or uninsured, or in the event any claim is made against Mortgagor for any personal injury, bodily injury or property damage incurred on or about the Premises, Mortgagor shall give immediate notice thereof to Mortgagee. If the Mortgaged Property is damaged by fire or other casualty and the cost to repair such damage is less than the lesser of (i) 10% of the replacement cost of the Improvements at the affected Real Estate site and (ii) \$2,000,000, then provided that no Event of Default shall have occurred and be continuing, Mortgagor shall have the right to adjust such loss, and the insurance proceeds relating to such loss may be paid over to Mortgagor; provided that Mortgagor shall, promptly after any such damage, repair all such damage regardless of whether any insurance proceeds have been received or whether such proceeds, if received, are sufficient to pay for the costs of repair. If the Mortgaged Property is damaged by fire or other casualty, and the cost to repair such damage exceeds the above limit, or if an Event of Default shall have occurred and be continuing, then, subject to the terms of the Intercreditor Agreement and the Senior Mortgage, Mortgagor authorizes and empowers Mortgagee, at Mortgagee's option and in Mortgagee's sole discretion, as attorney-in-fact for Mortgagor, to make proof of loss, to adjust and compromise any claim under any insurance policy, to appear in and prosecute any action arising from any policy, to collect and receive insurance proceeds and to deduct therefrom Mortgagee's expenses incurred in the collection process. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee. Mortgagee shall have the right, subject to the terms of the Intercreditor Agreement and the Senior Mortgage, to require Mortgagor to repair or restore the Mortgaged Property provided Mortgagee agrees to release the insurance proceeds in accordance with this Mortgage, and Mortgagor hereby designates Mortgagee as its attorney-in-fact for the purpose of making any election required or permitted under any insurance policy relating to repair or restoration. Subject to the terms of the Intercreditor Agreement and the Senior Mortgage, the insurance proceeds or any part thereof received by Mortgagee may be applied by Mortgagee toward reimbursement of all costs and expenses of Mortgagee in collecting such proceeds, and the balance, at Mortgagee's option in its sole and absolute discretion, to the principal (to the installments in inverse order of maturity, if payable in installments) and interest due or to become due, if any, under the Subordinated Note Agreement, to fulfill any other Obligation of Mortgagor, to the restoration or repair of the property damaged, or released to Mortgagor. In the event Mortgagee elects to release such proceeds to Mortgagor, Mortgagor shall be obligated to use such proceeds to restore or repair the Mortgaged Property. In the event Mortgagee elects not to release such proceeds to Mortgagor, Mortgagor shall be under no obligation to rebuild, restore or repair the Mortgaged Property.

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Application by Mortgagee of any insurance proceeds toward the last maturing installments of principal and interest due or to become due under the Subordinated Note Agreement shall not excuse Mortgagor from making any regularly scheduled payments due thereunder, nor shall such application extend or reduce the amount of such payments.

(g) Subject to the terms of any insurance policies then in effect and the terms of the Intercreditor Agreement and the Senior Mortgage, in the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the Indebtedness, all right, title and interest of Mortgagor in and to any insurance policies covering the Premises then in force shall pass to the purchaser or grantee and Mortgagor hereby appoints Mortgagee its attorney-in-fact, in Mortgagor's name, to assign and transfer all such policies and proceeds to such purchaser or grantee.

(h) Subject to the terms of the Intercreditor Agreement and the Senior Mortgage, upon written notice to Mortgagor, upon the occurrence and during the continuance of any Event of Default Mortgagee shall be entitled to require Mortgagor to pay monthly in advance to Mortgagee the equivalent of 1/12th of the estimated annual premiums due on such insurance. Mortgagee may commingle such funds with its own funds and Mortgagor shall not be entitled to interest thereon.

(i) Mortgagor may maintain insurance required under this Mortgage by means of one or more blanket insurance policies maintained by Mortgagor; provided, however, that (A) any such policy shall specify, or Mortgagor shall furnish to Mortgagee a written statement from the insurer so specifying, the maximum amount of the total insurance afforded by such blanket policy that is allocated to the Premises and the other Mortgaged Property and any sublimits in such blanket policy applicable to the Premises and the other Mortgaged Property, (B) each such blanket policy shall include an endorsement providing that, in the event of a loss resulting from an insured peril, insurance proceeds shall be allocated to the Mortgaged Property in an amount equal to the coverages required to be maintained by Mortgagor as provided above and (C) the protection afforded under any such blanket policy shall be no less than that which would have been afforded under a separate policy or policies relating only to the Mortgaged Property.

6. Restrictions on Liens and Encumbrances. Except for the Senior Mortgage, the lien of this Mortgage and the Permitted Exceptions, and as otherwise expressly permitted by the Subordinated Note Agreement, Mortgagor shall not further mortgage, nor otherwise encumber the Mortgaged Property nor create or suffer to exist any lien, charge or encumbrance on the Mortgaged Property, or any part thereof, whether superior or subordinate to the lien of this Mortgage and whether recourse or non-recourse.

7. Relationship of Mortgagee and Mortgagor. Mortgagee shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Mortgagor or of any beneficiary, tenant, subtenant, operator, concessionaire or licensee of Mortgagor in the conduct of their respective businesses, and without limiting the foregoing, Mortgagee shall not be deemed to be such partner, joint venturer, agent or associate on account of Mortgagee becoming a Mortgagee in possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise.

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8. Maintenance; No Alteration- Inspection; Utilities. (a) Mortgagor shall maintain or cause to be maintained all the Improvements in good condition and repair, ordinary wear and tear excepted, and shall not commit or suffer any waste of the Improvements. Mortgagor shall repair, restore, replace or rebuild promptly any part of the Premises which may be damaged or destroyed by any casualty whatsoever. The Improvements shall not be demolished or materially altered in a fashion that would affect the lien of this Mortgage without the prior written consent of Mortgagee.

(b) Mortgagee and any persons authorized by Mortgagee shall, after reasonable request, have the right to enter and inspect the Premises and the right to inspect all work done, labor performed and materials furnished in and about the Improvements and the right to inspect and make copies of all books, contracts and records of Mortgagor relating to the Mortgaged Property.

(c) Mortgagor shall pay or cause to be paid when due all utility charges which are incurred for gas, electricity, water or sewer services furnished to the Premises and all other assessments or charges of a similar nature, whether public or private, affecting the Premises or any portion thereof, whether or not such assessments or charges are liens thereon.

9. Condemnation/Eminent Domain. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property, or any portion thereof, Mortgagor will notify Mortgagee of the pendency of such proceedings. Subject to the terms of the Intercreditor Agreement and the Senior Mortgage, Mortgagor authorizes Mortgagee, at Mortgagee's option and in Mortgagee's sole discretion, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Mortgagee's or Mortgagor's name, any action or proceeding relating to any condemnation of the Mortgaged Property, or any portion thereof, and to settle or compromise any claim in connection with such condemnation. If Mortgagee elects not to participate in such condemnation proceeding, then Mortgagor shall, at its expense, diligently prosecute any such proceeding and shall consult with Mortgagee, its attorneys and experts and cooperate with them in any defense of any such proceedings. Subject to the terms of the Intercreditor Agreement and the Senior Mortgage, all awards and proceeds of condemnation shall be assigned to Mortgagee to be applied in the same manner as insurance proceeds, as provided above, and Mortgagor agrees to execute any such assignments of all such awards as Mortgagee may request.

10. Restoration. If Mortgagee elects to release funds to Mortgagor for restoration of any of the Mortgaged Property, then, subject to the terms of the Intercreditor Agreement and the Senior Mortgage, such restoration shall be performed only in accordance with the following conditions:

(i) prior to the commencement of any restoration, the plans and specifications for such restoration, and the budgeted costs, shall be submitted to and approved by Mortgagee;

(ii) prior to making any advance of restoration funds, Mortgagee shall be satisfied that the remaining restoration funds are sufficient to complete the restoration and to pay all related expenses, including real estate taxes on the Premises, during restoration;

(iii) at the time of any disbursement of the restoration funds, (A) no Default (as defined below) shall then exist, (B) no mechanics' or materialmen's liens shall have been filed and remain undischarged, except those discharged by the disbursement of the requested restoration funds and (C) a satisfactory bring-down search or continuation search of title insurance on the Premises shall be delivered to Mortgagee;

(iv) disbursements shall be made from time to time in an amount not exceeding the cost of the work completed since the last disbursement, upon receipt of satisfactory evidence of the stage of completion and of performance of the work in a good and workmanlike manner and in accordance with the contracts, plans and specifications acceptable to Mortgagee;

(v) with respect to each advance of restoration funds, Mortgagee may retain 10% of the amount of such advance as a holdback until the restoration is fully completed;

(vi) the restoration funds may be commingled with Mortgagee's other funds;

(vii) Mortgagee may impose such other conditions as are customarily imposed by construction lenders; and

(viii) any restoration funds remaining after completion of the work shall be retained by Mortgagee and may be applied by Mortgagee, in its sole discretion, to the Indebtedness in the inverse order of maturity.

11. Leases. (a) Mortgagor shall not (i) execute an assignment or pledge of any Lease relating to all or any portion of the Mortgaged Property in excess of 10,000 square feet other than in favor of Mortgagee, or (ii) without the prior written consent of Mortgagee, execute or permit to exist any Lease of any of the Mortgaged Property except as provided in the Subordinated Note Agreement.

(b) As to any Lease consented to by Mortgagee, Mortgagor shall:

(i) promptly perform all of the provisions of the Lease on the part of the lessor thereunder to be performed;

(ii) promptly enforce all of the provisions of the Lease on the part of the lessee thereunder to be performed;

(iii) appear in and defend any action or proceeding arising under or in any manner connected with the Lease or the obligations of Mortgagor as lessor or of the lessee thereunder;

(iv) exercise, within 5 days after a request by Mortgagee, any right to request from the lessee a certificate with respect to the status thereof;

(v) simultaneously deliver to Mortgagee copies of any notices of default which Mortgagor may at any time forward to or receive from the lessee;

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(vi) promptly deliver to Mortgagee a fully executed counterpart of the Lease;
and

(vii) promptly deliver to Mortgagee, upon Mortgagee's request, an assignment of the Mortgagor's interest under such Lease.

(c) Mortgagor shall deliver to Mortgagee, within twenty (20) days after a request by Mortgagee, a written statement, certified by Mortgagor as being true, correct and, to Mortgagor's knowledge, complete, containing the names of all lessees and other occupants of the Mortgaged Property, the terms of all Leases and the spaces occupied and rentals payable thereunder, and a list of all Leases which are then in default, including the nature of the default and such other information as Mortgagee may reasonably request. Such requests shall be limited to two per year unless an Event of Default exists or Mortgagor reasonably determines that an Event of Default is impending.

(d) All Leases entered into by Mortgagor after the date hereof, if any, and all rights of any lessees thereunder shall be subject and subordinate in all respects to the lien and provisions of this Mortgage unless Mortgagee shall otherwise elect in writing.

(e) As to any Lease that may now be in existence or subsequently consented to by Mortgagee in excess of 10,000 square feet, Mortgagor shall not accept a surrender or terminate, cancel, rescind, supplement, alter, revise, modify or amend such Lease or permit any such action to be taken. As to any Lease, Mortgagor shall not accept the payment of rent more than thirty (30) days in advance of its due date.

(f) If any act or omission of Mortgagor would give any lessee under any Lease the right, immediately or after lapse of a period of time, to cancel or terminate such Lease, or to abate or offset against the payment of rent or to claim a partial or total eviction, such lessee shall not exercise such right until it has given written notice of such act or omission to Mortgagee and until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice without a remedy being effected.

(g) In the event of the enforcement by Mortgagee of any remedy under this Mortgage, the lessee under each Lease shall, if requested by Mortgagee or any other person succeeding to the interest of Mortgagee as a result of such enforcement, attorn to Mortgagee or to such person and shall recognize Mortgagee or such successor in interest as lessor under the Lease without change in the provisions thereof; provided however, that Mortgagee or such successor in interest shall not be: (i) bound by any payment of an installment of rent or additional rent which may have been made more than 30 days before the due date of such installment; (ii) bound by any amendment or modification to the Lease made without the consent of Mortgagee or such successor in interest; (iii) liable for any previous act or omission of Mortgagor (or its predecessors in interest); (iv) responsible for any monies owing by Mortgagor to the credit of such lessee or subject to any credits, offsets, claims, counterclaims, demands or defenses which the lessee may have against Mortgagor (or its predecessors in interest); (v) bound by any covenant to undertake or complete any construction of the Premises or any portion thereof; or (vi) obligated to make any payment to such lessee other than any security deposit actually delivered to Mortgagee or such successor in interest. Each lessee or other occupant, upon

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request by Mortgagee or such successor in interest, shall execute and deliver an instrument or instruments confirming such attornment. In addition, Mortgagor agrees that each Lease entered into after the date of this Mortgage shall include language to the effect of subsections (d)-(g) of this Section; provided that the provisions of such subsections shall be self-operative and any failure of any Lease to include such language shall not impair the binding effect of such provisions on any lessee under such Lease.

12. Further Assurances/Estoppel Certificates. To further assure Mortgagee's rights under this Mortgage, Mortgagor agrees upon demand of Mortgagee to do any act or execute any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Mortgaged Property and a separate assignment of each Lease in recordable form) as may reasonably be required by Mortgagee to confirm the lien of this Mortgage and all other rights or benefits conferred on Mortgagee. Mortgagor, within 5 business days after request, shall deliver, in form and substance satisfactory to Mortgagee, a written statement, duly acknowledged, setting forth the amount of the Indebtedness, and whether any offsets, claims, counterclaims or defenses exist against the Indebtedness and certifying as to such other matters as Mortgagee shall reasonably request.

13. Mortgagee's Right to Perform. If Mortgagor fails to perform any of the covenants or agreements of Mortgagor hereunder, Mortgagee, without waiving or releasing Mortgagor from any obligation or default under this Mortgage, may, at any time (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the Default Rate, shall immediately be due from Mortgagor to Mortgagee and the same shall be secured by this Mortgage and shall be a lien on the Mortgaged Property prior to any right, title to, interest in or claim upon the Mortgaged Property attaching subsequent to the lien of this Mortgage. No payment or advance of money by Mortgagee under this Section shall be deemed or construed to cure Mortgagor's default or waive any right or remedy of Mortgagee.

14. Mortgagor's Existence, etc. Mortgagor shall do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of the state in which it was formed and its right to own property and transact business in the State where the Mortgaged Property is located. Mortgagor represents and warrants that Mortgagor is a duly organized and validly existing corporation, in good standing, and this Mortgage has been executed by a duly authorized officer thereof. This Mortgage constitutes the legal, valid and binding obligation of Mortgagor, enforceable against Mortgagor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

15. Financial Statements; Certificates; Other Information. Mortgagor shall deliver to Mortgagee all financial statements, certificates and other information required to be delivered pursuant to the Subordinated Note Agreement in the manner set forth therein.

16. Environmental Matters. For purposes of the Mortgage "Environmental Laws" shall mean any and all foreign, Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any governmental authority or other requirements of law (including common law) regulating, relating to or imposing liability or

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standards of conduct concerning protection of human health or the environment, as now or may at any time hereafter be in effect; "Materials of Environmental Concern" are any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products or any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, polychlorinated biphenyls and urea-formaldehyde insulation; "Environmental Permit" means any and all permits, licenses, approvals, registration, notifications, exemptions and any other authorization required under any Environmental Law. (a) Except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect:

(i) The Real Estate does not contain, and has not previously contained, any Materials of Environmental Concern in amounts or concentrations or under circumstances which constitute or constituted a violation of, or could give rise to liability under, any applicable Environmental Law.

(ii) The Real Estate and all operations at the Real Estate is in compliance, and has in the last five years been in compliance, with all applicable Environmental Laws, and there is no contamination at, under or about the Real Estate or violation of any Environmental Law with respect to the Real Estate or the business operated by the Mortgagor (the "Business") which could interfere with the continued operation of the Real Estate or impair the fair saleable value thereof. Neither of the Mortgagor nor any of its Subsidiaries has assumed any liability of any other Person under Environmental Laws.

(iii) Neither the Mortgagor nor any of its Subsidiaries has received or is aware of any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of the Real Estate or the Business, nor does the Mortgagor or any of its Subsidiaries have knowledge or reason to believe that any such notice will be received or is being threatened.

(iv) To the knowledge of the Mortgagor, Materials of Environmental Concern have not been transported or disposed of from the Real Estate or elsewhere in violation of, or in a manner or to a location which could give rise to liability under, any applicable Environmental Law, nor have any Materials of Environmental Concern been generated, treated, stored or disposed of at, on or under any of the Real Estate or elsewhere in violation of, or in a manner that could give rise to liability of the Mortgagor or any Subsidiary under, any applicable Environmental Law.

(v) No judicial proceeding or governmental or administrative action is pending or, to the knowledge of the Mortgagor, threatened, under any Environmental Law to which the Mortgagor or any of its Subsidiaries is or will be named as a party with respect to the Real Estate or the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the Real Estate or the Business.

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(b) Mortgagor and each of its Subsidiaries shall (i) comply with all Environmental Laws applicable to them, and obtain, comply with and maintain any and all Environmental Permits necessary for their operations as conducted and as planned; and (ii) take all reasonable efforts to ensure that all of their tenants, subtenants, contractors, subcontractors, and invitees comply with all Environmental Laws, and obtain, comply with and maintain any and all Environmental Permits, applicable to any of them insofar as any failure to so comply, obtain or maintain reasonably could be expected to adversely affect the Mortgagor. For purposes of this clause (b), non-compliance by the Mortgagor with any Law or Environmental Permit shall be deemed not to constitute a breach of this covenant *provided* that, upon learning of any actual or suspected non-compliance, the Mortgagor shall promptly undertake reasonable efforts to achieve compliance, and *provided further* that, in any case, such non-compliance, and any other non-compliance with Environmental Law, individually or in the aggregate, could not reasonably be expected to materially and adversely affect the value or marketability of the Real Estate or give rise to a Material Adverse Effect.

(c) Mortgagor shall promptly comply with all orders and directives of all Governmental Authorities regarding Environmental Laws, other than such orders and directives as to which an appeal has been timely and properly taken in good faith, and *provided* that the pendency of any and all such appeals could not reasonably be expected to materially and adversely affect the value or marketability of the Real Estate or give rise to a Material Adverse Effect.

(d) Upon the occurrence and during the continuance of an Event of Default, the Mortgagee and its agents and representatives shall have the right upon reasonable prior notice to Mortgagor and during business hours to enter and visit the Premises for the purposes of observing the Premises and conducting a so-called non-invasive Phase I environmental assessment and, in the event such work is recommended by the initial Phase I assessment, a Phase II environmental assessment involving tests on any part of the Premises which may include, without limitation, taking and removing soil or groundwater samples. Mortgagee has no duty, however, to visit or observe the Premises or to conduct tests, and no site visit, observation or testing by any such party shall impose any liability on such party. In no event shall any site visit, observation or testing by Mortgagee be a representation that any Materials of Environmental Concern are or are not present in, on or under the Premises, or that there has been or shall be compliance with any law, regulation or ordinance pertaining to Materials of Environmental Concern or any other applicable government law. Neither Mortgagor nor any other party is entitled to rely on any site visit, observation or testing by Mortgagee. Mortgagee owes no duty of care to protect Mortgagor or any other party against, or to inform Mortgagor or any other party of, any Materials of Environmental Concern or any other adverse condition affecting the Premises. Mortgagee may in its discretion disclose to Mortgagor or any other party (except to any Governmental Authority unless required by law or following consultation with Mortgagor) any report or finding made as a result of, or in connection with, any site visit, observation or testing by such party. Mortgagor understands and agrees that Mortgagee makes no warranty or representation to Mortgagor or any other party regarding the truth, accuracy or completeness of any such report or findings that may be disclosed. Mortgagor also understands that, depending on the results of any site visit, observation or testing by Mortgagee and disclosed to Mortgagor, Mortgagor may have a legal obligation to notify one or more Governmental Authority of the results, that such reporting requirements are site-specific, and are to be

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evaluated by Mortgagor without advice or assistance from Mortgagee. Mortgagee shall make reasonable efforts to avoid interfering with Mortgagor's use of the Premises in exercising any rights provided in this subsection.

17. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default:

(a) the occurrence of any Event of Default as such term is defined in the Subordinated Note Agreement; or

(b) a failure of Mortgagor to duly perform and observe, or a violation or breach of, any terms, covenants, provisions or conditions of the Collateral Agreement (after the passage of all applicable notice and cure periods) or this Mortgage and the continuation thereof for a 30-day period after notice shall have been given to Mortgagor by Mortgagee specifying such default and requiring such default be remedied; which period may be extended to the extent required (but not longer than 180 days) if such default is not susceptible of cure within 30 days so long as Mortgagor has commenced to cure such default within such 30-day period and is thereafter diligently prosecuting such cure to completion and so long as such delay is not likely to have a material adverse effect on either the Mortgaged Property or Mortgagee's rights under the Collateral Agreement or this Mortgage; provided, however, any such default that can be cured by the payment of money shall be promptly cured after notice by Mortgagee.

18. Remedies. (a) Upon the occurrence of any Event of Default, in addition to any other rights and remedies Mortgagee may have pursuant to the Loan Documents, or as provided by law, and without limitation, the Indebtedness and all other amounts payable with respect to, this Mortgage and the other Security Documents will become due and payable as provided in the Subordinated Note Agreement. Presentment, demand, protest and all other notices of any kind are hereby expressly waived. In addition, upon the occurrence and during the continuance of any Event of Default, subject to the terms of the Intercreditor Agreement, Mortgagee may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) Mortgagee may, to the extent permitted by applicable law, (A) institute and maintain an action of mortgage foreclosure against all or any part of the Mortgaged Property, (B) sell all or part of the Mortgaged Property (Mortgagor expressly granting to Mortgagee the power of sale, as more fully described below), or (C) take such other action at law or in equity for the enforcement of this Mortgage or any of the Loan Documents as the law may allow. Mortgagee may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with interest thereon at the Default Rate provided that interest shall not be due on any principal unless the same is due under the Subordinated Note Agreement and all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Provided that interest shall not be due on any principal unless the same is due under the Subordinated Note Agreement, interest at the Default Rate shall be due on any judgment obtained by

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Mortgagee from the date of judgment until actual payment is made of the full amount of the judgment.

(ii) Mortgagee may immediately commence foreclosure proceedings against the Mortgaged Property pursuant to applicable law. The commencement by Mortgagee of foreclosure proceedings by advertisement or in equity shall be deemed an exercise by Mortgagee of its option set forth above to accelerate the due date of all sums secured hereby. Mortgagor hereby grants power to Mortgagee, in the event of the occurrence of an Event of Default hereunder, to grant, bargain, sell, release and convey the Mortgaged Property at public auction or venue, and upon such sale to execute and deliver to the purchaser(s) instruments of conveyance pursuant to the terms hereof and to the applicable laws. Mortgagor acknowledges that the foregoing sentence confers a power of sale upon Mortgagee to the extent it is an available remedy, and that upon the occurrence of an Event of Default this Mortgage may be foreclosed by advertisement as described below and in the applicable statutes. Mortgagor understands that upon default, Mortgagee is hereby authorized and empowered to sell the Mortgaged Property, or cause the same to be sold and to convey the same to the purchaser in any lawful manner.

(iii) Mortgagee may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Indebtedness and Obligations enter into and upon the Mortgaged Property and each and every part thereof and exclude Mortgagor and its agents and employees therefrom without liability for trespass, damage or otherwise (Mortgagor hereby agreeing to surrender possession of the Mortgaged Property to Mortgagee upon demand at any such time) and use, operate, manage, maintain and control the Mortgaged Property and every part thereof. Following such entry and taking of possession, Mortgagee shall be entitled, without limitation, (x) to lease all or any part or parts of the Mortgaged Property for such periods of time and upon such conditions as Mortgagee may, in its discretion, deem proper, (y) to enforce, cancel or modify any Lease and (z) generally to execute, do and perform any other act, deed, matter or thing concerning the Mortgaged Property as Mortgagee shall deem appropriate as fully as Mortgagor might do. In connection with Mortgagee's right to possession of the Mortgaged Property as specified in this paragraph, Mortgagor acknowledges that it has been advised that Mortgagee recognizes the value of the security covered hereby is inextricably intertwined with the effectiveness of the management, maintenance and general operation of the Mortgaged Property, and that Mortgagee would not extend the Indebtedness secured hereby unless it could be assured that it would have the right to take possession of the Mortgaged Property in order to manage or to control management thereof, and to enjoy the income, rents and profits therefrom, immediately upon the continuance of an Event of Default by Mortgagor hereunder, notwithstanding that foreclosure proceedings may not have been instituted, or are pending, or the redemption period may not have expired. Accordingly, Mortgagor hereby knowingly, intelligently and voluntarily waives all right to possession of the Mortgaged Property from and after the occurrence and continuance of an Event of Default hereunder, upon demand for possession by Mortgagee, and Mortgagor agrees not to assert any objection or defense to Mortgagee's request or petition to a court for possession notwithstanding the existence of any statutory or case law providing that in the absence of a showing of waste of a

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character sufficient to endanger the value of the Mortgaged Property, or other special factors, a mortgagor is entitled to remain in possession of Mortgaged Property, and to enjoy the income, rents and profits therefrom, during the pendency of foreclosure proceedings and until the expiration of the redemption period, even if the mortgage documents expressly provide to the contrary. The rights hereby conferred upon Mortgagee have been agreed upon prior to any default by Mortgagor hereunder and the exercise by Mortgagee of any such rights shall not be deemed to put Mortgagee in the status of a "mortgagee in possession". Mortgagor acknowledges that this provision is material to this transaction and that Mortgagee would not extend the Indebtedness secured hereby but for this paragraph.

(b) The holder of this Mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver. In case of a foreclosure sale, the Real Estate may be sold, at Mortgagee's election, in one parcel or in more than one parcel and if in more than one parcel the same may be divided as Mortgagee may elect and Mortgagee is specifically empowered, (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held. At the election of Mortgagee, the Mortgaged Property may be offered first in parcels and then as a whole, the offer producing the highest price for the entire property offered to prevail. Mortgagor hereby waives any right to require any such sale to be made in parcels or any right to select such parcels.

(c) In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Mortgage, and notwithstanding to the contrary any exculpatory or non-recourse language which may be contained herein, Mortgagee shall be entitled to enjoin such breach and obtain specific performance of any covenant, agreement, term or condition and Mortgagee shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Mortgage.

(d) Upon the occurrence and during the continuance of an Event of Default because of the existence of any lien upon the Mortgaged Property, Mortgagee shall have the right (without being obligated to do so or to continue to do so), to advance on and for the account of Mortgagor such sums as Mortgagee in its sole discretion deems necessary to cure such default or to induce the holder of any such lien to forbear from exercising its rights thereunder. Notwithstanding anything herein to the contrary, the repayment of all such advances which have been made after notice to Mortgagor, with interest thereon at the Default Rate from the date of each such advance, shall be immediately due and payable without demand.

19. Right of Mortgagee to Credit Sale. Upon the occurrence of any sale made under this Mortgage, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof. In lieu of paying cash therefor, Mortgagee may make settlement for the purchase price by crediting upon the Indebtedness or other sums secured by this Mortgage the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage. In such event, this Mortgage and documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Indebtedness as having been paid.

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20. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee as a matter of right and without notice to Mortgagor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Indebtedness and Obligations or the interest of Mortgagor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers or other manager of the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Mortgaged Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

In addition, Mortgagor's failure to pay taxes and/or assessments assessed against the Mortgaged Property, or any installment thereof, in accordance with Paragraph 4 hereof, or any insurance premium upon policies covering the Mortgaged Property, or any part thereof, in accordance with Paragraph 5 hereof, shall constitute waste (although the meaning of the term "waste" shall not necessarily be limited to the non-payment of those items), and shall entitle Mortgagee to all remedies provided at law and in equity. Mortgagor further agrees to and does hereby consent to the appointment of a receiver under statute, in the event that Mortgagee elects to seek a receiver thereunder.

21. Extension. Release, etc. (a) Without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Indebtedness, Mortgagee may, from time to time and without notice, agree to (i) release any person liable for the Indebtedness, (ii) extend the maturity or alter any of the terms of the Indebtedness or any guaranty thereof, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto. If at any time this Mortgage shall secure less than all of the principal amount of the Indebtedness, it is expressly agreed that any repayments of the principal amount of the Indebtedness shall not reduce the amount of the lien of this Mortgage until the lien amount shall equal the principal amount of the Indebtedness outstanding.

(b) No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect the lien of this Mortgage or any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(c) If Mortgagee shall have the right to foreclose this Mortgage, Mortgagor authorizes Mortgagee, at its option, to foreclose the lien of this Mortgage subject to the rights of any tenants of the Mortgaged Property. The failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the Indebtedness or to foreclose the lien of this Mortgage.

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(d) Unless expressly provided otherwise, in the event that the ownership of this Mortgage and title to the Mortgaged Property or any estate therein shall become vested in the same person or entity, this Mortgage shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

22. Security Agreement under Uniform Commercial Code. (a) It is the intention of the parties hereto that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the State in which the Mortgaged Property is located. If an Event of Default shall occur under this Mortgage, then in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Mortgaged Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default, provisions of the Code shall not apply). If Mortgagee shall elect to proceed under the Code, then five days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, attorneys' fees and legal expenses. At Mortgagee's request, Mortgagor shall assemble the personal property and make it available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties.

(b) Mortgagor and Mortgagee agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Equipment" are or are to become fixtures on the Real Estate; (ii) this Mortgage upon recording or registration in the real estate records of the proper office shall constitute a financing statement filed as a "fixture filing" within the meaning of Sections 9-313 and 9-402 of the Code; (iii) Meridian Automotive Systems - Composites Operations, Inc. f/k/a Cambridge Acquisition Corp. is the record owner of the Real Estate; (iv) the mailing addresses of Mortgagor and Mortgagee are as set forth on the first page of this Mortgage; (v) the tax identification number of the Mortgagor is SS- 3534575

(c) Mortgagor, upon request by Mortgagee from time to time, shall execute, acknowledge and deliver to Mortgagee one or more separate security agreements, in form satisfactory to Mortgagee, covering all or any part of the Mortgaged Property and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other document as Mortgagee may request in order to perfect, preserve, maintain, continue or extend the security interest under and the priority of this Mortgage and such security instrument. Mortgagor further agrees to pay to Mortgagee on demand all reasonable costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and re-filing of any such document and all reasonable costs and expenses of any record searches for financing statements Mortgagee shall reasonably require. Mortgagor shall from time to time, on request of Mortgagee, deliver to Mortgagee an inventory in reasonable detail of any of the Mortgaged Property which constitutes personal property. If Mortgagor shall fail to furnish any financing or continuation statement within 10 days after request by Mortgagee, then pursuant to the provisions of the Code, Mortgagor hereby authorizes Mortgagee, without the signature of

Mortgagor, to execute and file any such financing and continuation statements. The filing of any financing or continuation statements in the records relating to personal property or chattels shall not be construed as in any way impairing the right of Mortgagee to proceed against any personal property encumbered by this Mortgage as real property, as set forth above.

23. Assignment of Rents. Subject to the terms of the Intercreditor Agreement and the Senior Mortgage, Mortgagor hereby assigns to Mortgagee the Rents as further security for the payment of the Indebtedness and performance of the Obligations, and Mortgagor grants to Mortgagee the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property or any part thereof, and to apply the Rents on account of the Indebtedness. The foregoing assignment and grant is present and absolute and shall continue in effect until the Indebtedness is paid in full, but Mortgagee hereby waives the right to enter the Mortgaged Property for the purpose of collecting the Rents and Mortgagor shall be entitled to collect, receive, use and retain the Rents until the occurrence and continuance of an Event of Default under this Mortgage; such right of Mortgagor to collect, receive, use and retain the Rents may be revoked by Mortgagee upon the occurrence and continuance of any Event of Default under this Mortgage by giving not less than five days' written notice of such revocation to Mortgagor; in the event such notice is given and subject to the terms of the Intercreditor Agreement and Senior Mortgage, Mortgagor shall pay over to Mortgagee, or to any receiver appointed to collect the Rents, any lease security deposits, and shall pay monthly in advance to Mortgagee, or to any such receiver, the fair and reasonable rental value as determined by Mortgagee for the use and occupancy of the Mortgaged Property or of such part thereof as may be in the possession of Mortgagor or any affiliate of Mortgagor, and upon default in any such payment Mortgagor and any such affiliate will vacate and surrender the possession of the Mortgaged Property to Mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings or otherwise. Mortgagor shall not accept prepayments of installments of Rent to become due for a period of more than one month in advance (except for security deposits and estimated payments of percentage rent, if any). The collection of rents by Mortgagee shall in no way waive the right of Mortgagee to foreclose this Mortgage in the event of any default.

24. Trust Funds. All lease security deposits of the Real Estate shall be treated as trust funds not to be commingled with any other funds of Mortgagor. Within 10 days after request by Mortgagee, Mortgagor shall furnish Mortgagee satisfactory evidence of compliance with this subsection, together with a statement of all lease security deposits by lessees and copies of all Leases not previously delivered to Mortgagee, which statement shall be certified by Mortgagor.

25. Additional Rights. The holder of any subordinate lien on the Mortgaged Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Mortgage nor shall any holder of any subordinate lien join any tenant under any Lease in any action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Mortgage all subordinate lienholders are subject to and notified of this provision, and any action taken by any such lienholder contrary to this provision shall be null and void. Upon the occurrence of any Event of Default, subject to the terms of the Intercreditor Agreement and the Senior Mortgage, Mortgagee may, in its sole discretion and without regard to the adequacy of its security under this Mortgage, apply all or any part of any amounts on deposit with Mortgagee under this Mortgage against all or any part of the

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Indebtedness. Any such application shall not be construed to cure or waive any Default or Event of Default or invalidate any act taken by Mortgagee on account of such Default or Event of Default.

26. Changes in Method of Taxation. In the event of the passage after the date hereof of any law of any Governmental Authority deducting from the value of the Premises for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured thereby for federal, state or local purposes, or the manner of collection of any such taxes, and imposing a tax, either directly or indirectly, on mortgages or debts secured thereby, the holder of this Mortgage shall have the right to declare the Indebtedness due on a date to be specified by not less than 30 days' written notice to be given to Mortgagor unless within such 30-day period Mortgagor shall assume as an Obligation hereunder the payment of any tax so imposed until full payment of the Indebtedness and such assumption shall be permitted by law.

27. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been sufficiently given or served when made in accordance with the Subordinated Note Agreement. Either party may change its address by notice to the other party. If any party other than Mortgagor shall be entitled to receive copies of notices, demands or approvals, failure of Mortgagee to send such copies shall not impair the effectiveness of any notice sent to Mortgagor.

28. No Oral Modification. This Mortgage may not be changed or terminated orally. Any agreement made by Mortgagor and Mortgagee after the date of this Mortgage relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate lien or encumbrance.

29. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding anything contained in this Mortgage or in any provisions of the Indebtedness or Loan Documents, the obligations of Mortgagor and of any other obligor under the Indebtedness or Loan Documents shall be subject to the limitation that Mortgagee shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Mortgagee.

30. Mortgagor's Waiver of Rights. To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisalment before sale of any portion of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the Indebtedness or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, exemption,

extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created. Mortgagor further waives, to the extent permitted by applicable law, all errors and imperfections in any proceedings instituted by Mortgagee under this Mortgage and all notices of any Event of Default (except as may be provided for under the terms of this Mortgage) or of Mortgagee's election to exercise or its actual exercise of any right, remedy or recourse provided for under this Mortgage.

31. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment of the Indebtedness and performance of the Obligations and to exercise all rights and powers under this Mortgage or under any of the other Loan Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Indebtedness and Obligations may now or hereafter be otherwise secured, whether by mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may determine in its absolute discretion. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Mortgagee or to which it may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee. In no event shall Mortgagee, in the exercise of the remedies provided in this Mortgage (including, without limitation, in connection with the assignment of Rents to Mortgagee, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee in possession," and Mortgagee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

32. Multiple Security. If (a) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Mortgage, Mortgagee shall now or hereafter hold one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) for the Indebtedness upon other property in the State in which the Mortgaged Property is located (whether or not such property is owned by Mortgagor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, Mortgagee may, at its election, commence or consolidate in a single foreclosure action all foreclosure proceedings against all such collateral securing the Indebtedness (including the Mortgaged Property), which action may be brought or consolidated in the courts of any county in which any of such collateral is located. Mortgagor acknowledges that the right to maintain a consolidated foreclosure action is a specific inducement to Mortgagee to extend the Indebtedness, and Mortgagor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum

non-conveniens which it may now or hereafter have. Mortgagor further agrees that if Mortgagee shall be prosecuting one or more foreclosure or other proceedings against a portion of the Mortgaged Property or against any collateral other than the Mortgaged Property, which collateral directly or indirectly secures the Indebtedness, or if Mortgagee shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral, then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Mortgaged Property is located, Mortgagee may commence or continue foreclosure proceedings and exercise its other remedies granted in this Mortgage against all or any part of the Mortgaged Property and Mortgagor waives any objections to the commencement or continuation of a foreclosure of this Mortgage or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclose this Mortgage nor the exercise of any other rights hereunder nor the recovery of any judgment by Mortgagee in any such proceedings shall prejudice, limit or preclude Mortgagee's right to commence or continue one or more foreclosure or other proceedings or obtain a judgment against any other collateral (either in or outside the State in which the Mortgaged Property is located) which directly or indirectly secures the Indebtedness, and Mortgagor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other proceedings or exercise of any remedies in such proceedings based upon any action or judgment connected to this Mortgage, and Mortgagor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other proceedings or any action under this Mortgage on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, Mortgagee may, at its election, cause the sale of all collateral which is the subject of a single foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the Indebtedness (directly or indirectly) in the most economical and least timeconsuming manner.

33. Expenses; Indemnification. (a) Mortgagor shall pay or reimburse Mortgagee for all reasonable out-of-pocket costs and expenses incurred by Mortgagee before and after the date of this Mortgage with respect to any and all transactions contemplated by this Mortgage including without limitation, the preparation of any document reasonably required hereunder or any amendment, modification, restatement or supplement to this Mortgage, the delivery of any consent, non-disturbance agreement or similar document in connection with this Mortgage or the enforcement of any of Mortgagee's rights. Such expenses shall include, without limitation, all title and conveyancing charges, recording and filing fees and taxes, mortgage taxes, intangible personal property taxes, escrow fees, revenue and tax stamp expenses, insurance premiums (including title insurance premiums), title search and title rundown charges, brokerage commissions, finders' fees, placement fees, court costs, surveyors', photographers', appraisers', architects', engineers' consulting professional's, accountants' and attorneys' fees and disbursements. Mortgagor acknowledges that from time to time Mortgagor may receive statements for such expenses, including without limitation attorneys' fees and disbursements. Mortgagor shall pay such statements promptly upon receipt.

(b) If (i) any action or proceeding shall be commenced by Mortgagee (including but not limited to any action to foreclose this Mortgage or to collect the Indebtedness),

or any action or proceeding is commenced to which Mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage (including, without limitation, any proceeding or other action relating to the bankruptcy, insolvency or reorganization of any Obligor), or in which Mortgagee is served with any legal process, discovery notice or subpoena and (ii) in each of the foregoing instances such action or proceeding in any manner relates to or arises out of this Mortgage or Mortgagee's lending to Mortgagor or acceptance of a guaranty from a Grantor of the Indebtedness or of any of the Obligations or any of the transactions contemplated by this Mortgage, then Mortgagor will immediately reimburse or pay to Mortgagee all of the expenses which have been or may be incurred by Mortgagee with respect to the foregoing (including reasonable counsel fees and disbursements), together with interest thereon at the Default Rate, and any such sum and the interest thereon shall be a lien on the Mortgaged Property, prior to any right, or title to, interest in or claim upon the Mortgaged Property attaching or accruing subsequent to the lien of this Mortgage, subject to the terms of the Intercreditor Agreement and the Senior Mortgage, and shall be deemed to be secured by this Mortgage. In any action or proceeding to foreclose this Mortgage, or to recover or collect the Indebtedness, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

(c) Mortgagor shall indemnify and hold harmless Mortgagee and Mortgagee's affiliates (collectively, "Indemnitees"), and the respective directors, officers, agents and employees of Mortgagee and its affiliates from and against all claims, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) arising out of or based upon any matter related to this Mortgage, the Mortgaged Property or the occupancy, ownership, maintenance or management of the Mortgaged Property by Mortgagor, including, without limitation, any claims based on the alleged acts or omissions of any employee or agent of Mortgagor, provided that the Mortgagor shall have no obligation hereunder to any Indemnitee with respect to indemnified liabilities to the extent such indemnified liabilities are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnitee. This indemnification shall be in addition to any other liability which Mortgagor may otherwise have to Mortgagee.

34. Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of Mortgagee and its successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Mortgagee at any time if in its sole discretion it deems such waiver advisable. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrancers and tenants of the Mortgaged Property, and shall inure to the benefit of Mortgagee, its successors and assigns. The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of the Mortgagors shall be joint and several.

35. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict

Ontario
Cty

performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for the obligations secured by this Mortgage without, as to the remainder of the security, in anywise impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien.

36. GOVERNING LAW, ETC. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IN WHICH THE MORTGAGED PROPERTY IS LOCATED, EXCEPT THAT MORTGAGOR EXPRESSLY ACKNOWLEDGES THAT BY ITS TERMS THE SUBORDINATED NOTE AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW, AND FOR PURPOSES OF CONSISTENCY, MORTGAGOR AGREES THAT IN ANY IN PERSONAM PROCEEDING RELATED TO THIS MORTGAGE THE RIGHTS OF THE PARTIES TO THIS MORTGAGE SHALL ALSO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK GOVERNING CONTRACTS MADE AND TO BE PERFORMED IN THAT STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW. TO THE EXTENT THAT THIS MORTGAGE COVERS ANY PERSONAL PROPERTY SUBJECT TO THE CODE OF ANY STATE, THIS MORTGAGE SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

37. WAIVER OF TRIAL BY JURY. MORTGAGOR AND MORTGAGEE EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT OR PROCEEDING RELATING TO THIS MORTGAGE AND FOR ANY COUNTERCLAIM BROUGHT THEREIN. MORTGAGOR HEREBY WAIVES ALL RIGHTS TO INTERPOSE ANY COUNTERCLAIM IN ANY SUIT BROUGHT BY MORTGAGEE HEREUNDER AND ALL RIGHTS TO HAVE ANY SUCH SUIT CONSOLIDATED WITH ANY SEPARATE SUIT, ACTION OR PROCEEDING.

38. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word "person" shall include any individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity, and the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Mortgage are for convenience or reference only and in no way limit or amplify the provisions hereof.

39. Intentionally Deleted

40. Receipt of Copy. Mortgagor acknowledges that it has received a true copy of this Mortgage.

41. Release. Upon payment in full of the Indebtedness, Mortgagee shall either (i) release and cause to be released such liens, grants, assignments, conveyances or security interests evidenced under this Mortgage and the other Loan Documents in due form at Mortgagor's cost, or (ii) assign or cause to be assigned to such party as Mortgagor shall request, in each case without representation or warranty of any kind, such liens, grants, security interests, conveyances and assignments.

42. State Specific Provisions.

(a) Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 42 and the terms and conditions of this Mortgage, the terms and conditions of this Section 42 shall control and be binding.

(b) Commercial Property. In accordance with Section 253.10(a) of the New York Tax Law, Mortgagor represents that this Mortgage does not encumber real property principally improved or to be improved by one or more structures containing in the aggregate not more than six residential dwelling units, each having its own separate cooking facilities.

(c) Insurance Proceeds. In the event of any conflict, inconsistency or ambiguity between the provisions of this Mortgage and the provisions of subsection 4 of Section 254 of the Real Property Law of New York covering the insurance of buildings against loss by fire, the provisions of this Mortgage shall control.

(d) Trust Fund. Pursuant to Section 13 of the Lien Law of the State of New York, Mortgagor shall receive the advances secured hereby, shall hold the right to receive such advances as a trust fund, and shall apply such advances first to the payment of the cost of building(s) and/or improvements located on the Mortgaged Property before using any part of the total of the same for any other purpose.

(e) Maximum Principal Indebtedness. Notwithstanding anything to the contrary contained herein, the maximum principal indebtedness secured by this Mortgage or which under any contingency may be secured by this Mortgage is Three Million Five-Hundred Thousand and No/100 Dollars (\$3,500,000.00), plus all amounts expended by Mortgagee after an Event of Default to enforce, defend and/or maintain the lien of this Mortgage or to protect the Mortgaged Property, or the value thereof, including, without limitation, all amounts in respect of insurance premiums and all real estate taxes, charges or assessments imposed by law upon said premises, or any other amount, cost or charge to which Mortgagee may become subrogated upon payment as a result of Mortgagor's failure to pay as required by the terms of this Mortgage, plus all accrued but unpaid interest, if any, on the Obligations secured hereby.

(f) Power of Sale. In addition to any other remedies provided to Mortgagee hereunder upon the occurrence of an Event of Default, to the extent permitted by applicable law, Mortgagee or the agent or successor of Mortgagee may sell or offer for sale the Mortgaged Property in such portions, order and parcels as Mortgagee may determine, with or without having first taken possession of same, in accordance with the terms and provisions of Article 14 of the New York Real Property Actions and Proceedings Law.

Ontario Csg

(g) Refinance. Provided no Default shall exist under any of the Loan Documents, Mortgagee, at Mortgagor's sole cost and expense shall execute and deliver an assignment of this Mortgage in connection with a refinancing of the Indebtedness.

(h) Last Dollars Secured. This Mortgage secures only a portion of the indebtedness owing or which may become owing by the Mortgagor to the Mortgagee. The parties agree that any payments or repayments of such indebtedness by the Mortgagor shall be and be deemed to be applied first to the portion of the indebtedness that is not secured hereby, it being the parties' intent that the portion of the indebtedness last remaining unpaid shall be secured hereby.

Ontario
City

In witness whereof, the undersigned, by its duly elected officer(s) and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first written above.

MERIDIAN AUTOMOTIVE SYSTEMS -
COMPOSITES OPERATIONS, INC. f/k/a
CAMBRIDGE ACQUISITION CORP.
a Delaware corporation

By: Thomas C. Eggebeen
Name: THOMAS C. EGGBEEN
Title: SECRETARY

Notary King 6/13/04
My Commission expires
10/18/04

Ontario
CtY

State of Michigan)
County of Wayne)

Multi-State Acknowledgment: On 6/13/01, before me, the undersigned officer, personally appeared Thomas C. Eggeba and _____ personally known and acknowledged himself/herself/themselves to me (or proved to me on the basis of satisfactory evidence) to be the [Vice] President, and [Assistant] Secretary respectively of MERIDIAN AUTOMOTIVE SYSTEMS - COMPOSITES OPERATIONS, INC. (hereinafter, the "Corporation") and that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself/herself/themselves in his/her/their authorized capacity/capacities as such officer(s) as his/her/their free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

(A) To the extent this instrument was executed in the State of New York and affects real property outside the State of New York, the following is the prescribed New York statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, or (B) to the extent this instrument was executed in the State of New York and affects real property in the State of New York, the following is the prescribed New York statutory form of acknowledgment and supersedes the foregoing acknowledgment: On ___/___/01 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Witness my hand and official seal.

Nancy Kinsey
Notary Public
My commission expires: 10/18/04
Nancy Kinsey
Wayne County, Michigan

Ontario City

Exhibit A

Legal Description

Ontario
County

EXHIBIT A

2640 Brickyard Road
Canandaigua, New York
(Ontario County)

Legal Description

All that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying, and being in the Town of Canandaigua, County of Ontario, State of New York and being more particularly described as follows: Beginning at the intersection of the westerly line of Brickyard Road and the northerly line of North Street; thence South 73 degrees 21 minutes 04 seconds West in the northerly line of North Street a distance of 339.29 feet to a point; thence North 48 degrees 27 minutes 26 seconds West in the easterly line of lands now or formerly owned by the Owasco River Railway, Inc. as filed in the Ontario County Clerk's Office in Liber 784 of Deeds at page 395, a distance of 162.76 feet to a point; thence North 49 degrees 42 minutes 06 seconds West in the easterly line of said lands owned by Owasco River Railway, Inc. a distance of 350 feet to a point; thence North 52 degrees 36 minutes 56 seconds West in the easterly line of said lands owned by Owasco River Railway, Inc. a distance of 344.60 feet to a point; thence North 55 degrees 42 minutes 56 seconds West in the easterly line of said lands owned by Owasco River Railway, Inc. a distance of 198.17 feet to a point; thence North 58 degrees 43 minutes 56 seconds West in the easterly line of Owasco River Railway, Inc. a distance of 57.07 feet to an iron pipe; thence North 73 degrees 29 minutes 04 seconds East in the southerly line of said lands owned by Walter Kurzejaski as filed in the Ontario County Clerk's Office in Liber 874 of Deeds at page 93 and Liber 672 of Deeds at page 316, a distance of 281.72 feet to a point in the centerline of Brickyard Road; thence South 59 degrees 49 minutes 56 seconds East in the centerline of Brickyard Road a distance of 273.07 feet to a point; thence South 55 degrees 15 minutes 26 seconds East in the centerline of Brickyard Road a distance of 656.30 feet to a point; thence South 34 degrees 44 minutes 34 seconds West a distance of 24.75 feet to a point in the westerly line of Brickyard Road; and thence South 55 degrees 15 minutes 26 seconds East in the westerly line of Brickyard Road, a distance of 228.23 feet to the point and place of beginning.

— p. 36 —

Ontario Cty

EXHIBIT A

203 North Street
Canandaigua, New York
(Ontario County)

Legal Description

All that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the City of Canandaigua, County of Ontario and State of New York, bounded and described as follows: Commencing on the south line of North Street a distance of 1,939.25 feet westerly from the west line of Main Street measured along North Street; thence South 73 degrees 43 minutes West, along the south line of North Street a distance of 739.25 feet to the east line of New York Central Railroad (Canandaigua-Batavia Branch); thence southerly along the east line of lands of New York Central Railroad, (Canandaigua-Batavia Branch) a distance of 1,092.48 feet along a curve having a radius of 5,786.16 feet to a point; thence South 34 degrees 11 minutes 30 seconds East a distance of 531.72 feet to a point in the north line of lands described in a deed recorded in the Ontario County Clerk's Office in Liber 398 of Deeds at page 222; thence North 73 degrees 47 minutes 30 seconds East along the north line of said lands a distance of 440.56 feet; thence North 27 degrees 24 minutes 40 seconds East a distance of 1,537.20 feet to the place of beginning.

Ontario
Clerk

EXHIBIT A

111 North Street
Canandaigua, New York
(Ontario County)

Legal Description

All that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the City of Canandaigua, County of Ontario and State of New York, being more particularly bounded and described as follows:

Commencing at a point in the south line of North Street 1,939.34 feet westerly from the west line of North Main Street as measured along the said south line of North Street; thence from said point of beginning South 27 degrees 24 minutes 40 seconds East 1,537.20 feet to a point; thence North 73 degrees 47 minutes 30 seconds East 440.56 feet to a point in the west line of the New York Central Railroad Company property (Auburn Branch); thence North 16 degrees 07 minutes West along the west line of said Railroad Company property, 759 feet to a point; thence South 73 degrees 43 minutes West 275 feet to a point; thence North 22 degrees 00 minutes 40 seconds West 753.60 feet to a point in the south line of North Street; thence along the south line of North Street South 73 degrees 43 minutes West 389.24 feet to the point of beginning.

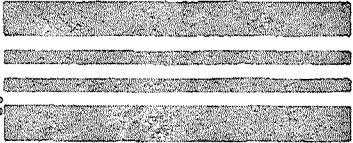
TA #

RECORD AND RETURN TO:
TITLE ASSOCIATES INC.
825 THIRD AVENUE
NEW YORK, NY 10022
L. WILLIAMS

NOI-2201(a)

RE: 1175 REC: 0951

ONTARIO COUNTY CLERK'S OFFICE
CLERK'S RECORDING PAGE



This Document has been recorded
This is NOT a bill

Return To:

DEBEVOISE & PLIMPTON
919 THIRD AVENUE
MEW YORK NY 10022

MERIDIAN AUTOMOTIVE SYSTEMS-CO
MPOSITES OPERATIONS INC
CAMBRIDGE ACQUISITION CORP

CREDIT SUISSE FIRST BOSTON

Index MORTGAGE BOOK
Book 01627 Page 0718

No. Pages 0041

Instrument MORTGAGE

Date : 5/07/2004

Time : 3:09:20

Control # 200405070124

M/T # MT CV 000818

IN # IN 2004 006514

Employee ID COUNTER3 *g*

MORTGAGE TAX

| | | |
|------------|----|-----------|
| RECORDING | \$ | 129.00 |
| RECORDING | \$ | 2.00 |
| SURCHARGE | \$ | 4.75 |
| SURCHARGE | \$ | 14.25 |
| BASIC M/TX | \$ | 17,500.00 |
| SPECL M/TX | \$ | 8,750.00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |

| | |
|------------------------|--------------|
| TAXABLE MORTGAGE AMT\$ | 3,500,000.00 |
| BASIC MORTGAGE TAX \$ | 17,500.00 |
| SPEC ADD'L MTG TAX \$ | 8,750.00 |
| | \$.00 |
| Total | \$ 26,250.00 |

Total: \$ 26,400.00

STATE OF NEW YORK
ONTARIO COUNTY CLERK'S OFFICE

THIS SHEET CONSTITUTES THE CLERK'S ENDORSE-
MENT REQUIRED BY SECTION 316-A (5) AND
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. ** DO NOT DETACH **

JOHN H. COOLEY
COUNTY CLERK



200405070124

JP
10
10

**THIS INSTRUMENT WAS PREPARED BY,
AND AFTER RECORDING PLEASE RETURN TO:**

Dcbevoise & Plimpton LLP
919 Third Avenue
New York, New York 10033
Attention: Bindi Dharua

Mortgage Recording Tax Payable:

\$ _____

SPACE ABOVE LINE FOR RECORDER'S USE ONLY

**Meridian Automotive Systems - Composites Operations, Inc., a Delaware corporation
(formerly known as Cambridge Acquisition Corp., a Delaware corporation)
("Mortgagor")**

to

Credit Suisse First Boston ("Mortgagee")

**First Mortgage, Assignment of Leases and Rents,
Security Agreement and Fixture Filing**

April 28, 2004

This First Mortgage, Assignment of Leases and Rents, Security Agreement of Fixture Filing dated April 28, 2004 does not cover real property principally improved or to be improved by one or more structures containing in the aggregate not more than six residential dwelling units each having their own separate cooking facilities.

This instrument affects real and personal property situated, lying and being in the City of Canandaigua, County of Ontario, State of New York, known as follows:

Tax Lots: 70.19-1-4.2, 70.19-1-3, 70.00-1-41.000
Street Address: 111 North Street, 203 North Street, 2640
Brickyard Avenue, Canandaigua, New
York

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SCHEDULES:

- A-1 Description of the Premises
- A-2 Description of Leased Land and Ground Lease
- B Leaschold Mortgage Provisions
- C State Specific Provisions

[NEW YORK]

FIRST MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") dated as of April 28, 2004 is made by MERIDIAN AUTOMOTIVE SYSTEMS - COMPOSITES OPERATIONS, INC., a Delaware corporation (formerly known as Cambridge Acquisition Corp., a Delaware corporation) ("Mortgagor"), whose address is 550 Town Center Drive, Suite 475, Dearborn, Michigan 48126, to CREDIT SUISSE FIRST BOSTON ("CSFB"), whose address is Eleven Madison Avenue, New York, New York, 10010, as First Lien Administrative Agent and First Lien Collateral Agent (CSFB, in such capacity, "Mortgagee"). References to this "Mortgage" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this instrument.

Background

A. Meridian Automotive Systems, Inc. ("Parent") has entered into that certain First Lien Credit Agreement dated as of the date hereof (as the same may be amended, supplemented, restated, substituted, replaced, or otherwise modified from time to time, the "First Lien Credit Agreement") among Parent, the several financial institutions from time to time parties thereto (the "Lenders"), Mortgagee, Goldman Sachs Credit Partners L.P., as Syndication Agent, and Credit Suisse First Boston and Goldman Sachs Credit Partners L.P., as Joint Book Managers and Joint Lead Arrangers. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the First Lien Credit Agreement, except that references in this Mortgage to "Lender Hedge Agreements" shall have the meaning ascribed thereto in the First Lien Guarantee and Collateral Agreement. References in this Mortgage to the "Default Rate" shall mean the interest rate applicable pursuant to Section 2.13(c) of the First Lien Credit Agreement.

B. Pursuant to the First Lien Credit Agreement, the Lenders have severally agreed to make extensions of credit to Parent in the aggregate principal amount not to exceed at any time Three Hundred Ten Million Dollars (\$310,000,000), excluding advances made to protect the lien of this Mortgage, upon the terms and subject to the conditions set forth therein. Additionally, certain of the Lenders and other Persons have entered into, and may enter into, Lender Hedge Agreements with Parent or its subsidiaries. Mortgagor will derive substantial direct and indirect benefit from the extensions of credit under the First Lien Credit Agreement and from the Lender Hedge Agreements.

C. Mortgagor is the owner of fee simple title or has a valid leasehold, as applicable, in and to the Real Estate (as hereinafter defined).

Ontario County

D. It is a condition precedent, among others, to the effectiveness of the First Lien Credit Agreement and the obligations of the Secured Parties to make the Loans and other extensions of credit, to issue and participate in Letters of Credit, and to enter into and maintain any Lender Hedge Agreement, that Mortgagor secure its obligations under the First Lien Guarantee and Collateral Agreement and other Loan Documents to which Mortgagor is a party by executing and delivering this Mortgage.

Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees that to secure:

(a) the obligations guaranteed by Mortgagor pursuant to Section 2 of the First Lien Guarantee and Collateral Agreement; and

(b) all obligations and liabilities of Mortgagor which may arise under or in connection with this Mortgage or any other Loan Document to which Mortgagor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise, including, without limitation, all fees and disbursements of counsel to any Agent or to the Secured Parties that are required to be paid by Mortgagor pursuant to the terms of this Mortgage or any other Loan Document to which Mortgagor is a party (all of the obligations described in paragraphs (a) and (b) are collectively referred to herein as the "Obligations");

MORTGAGOR HEREBY GRANTS TO MORTGAGEE A LIEN UPON AND A SECURITY INTEREST IN, AND HEREBY MORTGAGES AND BARGAINS, WARRANTS, GRANTS, ASSIGNS, TRANSFERS AND SETS OVER TO MORTGAGEE, FOR THE BENEFIT OF MORTGAGEE AND THE OTHER SECURED PARTIES:

(A) the plots, pieces and parcels of land more particularly described on Schedule A-1 hereto (the "Fee Land");

(B) all right, title and interest of Mortgagor in and to those certain leases more particularly described on Schedule A-2 hereto, as the same may be amended, renewed, modified, supplemented or extended from time to time (each, a "Ground Lease"), the leasehold estates created thereby in and to those certain plots, pieces and parcels of land more particularly described on Schedule A-2 (the "Leased Land"); the Fee Land and the Leased Land are hereinafter collectively referred to as the "Land"), and all present and future options of any kind, rights of first refusal, rights to renewal, privileges and other benefits of Mortgagor under

each Ground Lease (all of the foregoing collectively referred to as the "Leaschold Estate");

(C) all right, title and interest of Mortgagor in and to all buildings, structures and other improvements now or hereafter located on the Land (collectively, the "Improvements"; the Land, the Leaschold Estate, and the Improvements are hereinafter collectively referred to as the "Real Estate");

(D) all right, title and interest of Mortgagor in, to and under all easements, rights of way, strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, oil and gas rights, development rights, air rights, mineral rights and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(E) all right, title and interest of Mortgagor in and to all of the fixtures, chattels, business machines, machinery, apparatus, equipment, movable appliances, furnishings, fittings and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts, and accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (E) being referred to as the "Equipment");

(F) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Mortgagor or constructed,

assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor;

(G) all right, title and interest of Mortgagor, as lessor, licensor, or sublessor, in, to and under all leases, subleases, underlettings, concession agreements, licenses and other occupancy agreements relating to the use or occupancy of the Real Estate or the Equipment, now existing or subsequently entered into by Mortgagor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Mortgagor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Mortgaged Property (as defined below) (collectively, the "Rents");

(H) all right, title and interest of Mortgagor in and to all trade names, trade marks, logos, copyrights, good will, and books and records relating to or used in connection with the operation of the Real Estate, the Leases, or the Equipment, and all general intangibles related to the operation of the Improvements, now existing or hereafter arising;

(I) all right, title and interest of Mortgagor in and to all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards, damages, and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or Equipment;

(J) to the extent not prohibited under the applicable contract, consent, license or other item unless the appropriate consent has been obtained, all right, title and interest of Mortgagor in and to (j) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction, design, maintenance, repair, operation, management, sale or financing of the Real Estate or Equipment and all agreements relating to the purchase or lease of any portion of the Real Estate or any property which is

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adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, entitlements, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or Equipment, (iii) all warranties and guaranties relating to the construction, completion, occupancy, use or operation of the Real Estate or Equipment, and (iv) all drawings, plans, specifications and similar or related items relating to the Real Estate;

(K) all right, title and interest of Mortgagor in and to any and all refunds of real estate taxes, monies now or subsequently on deposit for the payment of real estate taxes or special assessments against the Real Estate or for the payment of premiums on insurance policies covering the foregoing property or otherwise on deposit with or held by Mortgagee as provided in this Mortgage or the other Loan Documents; all capital, operating, reserve or similar accounts held by or on behalf of Mortgagor and related to the operation of the Mortgaged Property, whether now existing or hereafter arising; and all monies held in any of the foregoing accounts and any certificates or instruments related to or evidencing such accounts; and

(L) all proceeds, both cash and noncash, of the foregoing.

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (A) through (F) are collectively referred to as the "Premises", and those described in the foregoing clauses (A) through (L) are collectively referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby mortgaged unto Mortgagee, its successors and assigns, for the benefit of the Secured Parties, for the uses and purposes set forth, until the Obligations are fully paid and performed.

Terms and Conditions

Mortgagor further represents, warrants, covenants and agrees with Mortgagee as follows:

1. Warranty of Title. Mortgagor warrants that Mortgagor has good fee simple title or a valid leasehold estate, as applicable, in and to the Real Estate and good title to the remainder of the Mortgaged Property, subject only to Permitted Encumbrances and subject to the exceptions set forth in Schedule B of the title insurance policy or policies being issued to Mortgagee to insure the lien of this Mortgage (the "Permitted Exceptions"). This Mortgage creates valid, enforceable first priority liens and security

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interests against the Mortgaged Property. Mortgagor shall warrant, defend and preserve such title and the lien of the Mortgage thereon against all claims of all persons and entities. If any lien or security interest other than a Permitted Exception is asserted against the Mortgaged Property, Mortgagor shall promptly, at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or contest the same in compliance with the requirements of the First Lien Credit Agreement.

2. Payment of Mortgagor Obligations. Mortgagor shall pay and perform the Obligations at the times and places and in the manner specified in the Loan Documents.

3. Covenants from Other Loan Documents. All of the covenants contained in the First Lien Credit Agreement and First Lien Guarantee and Collateral Agreement are incorporated herein by reference.

4. Additional Provisions Relating to Mortgaged Property.

(a) Mortgagor shall not, without the prior written consent of Mortgagee (which consent shall not be unreasonably withheld), (i) initiate or support any zoning reclassification of the Mortgaged Property, seek any variance under existing zoning ordinances applicable to the Mortgaged Property or use or permit the use of the Mortgaged Property in a manner which would result in such use becoming a non-conforming use under applicable zoning ordinances, (ii) modify or amend any of the Permitted Exceptions or any easements or appurtenances constituting part of the Mortgaged Property, (iii) impose any restrictive covenants or encumbrances upon the Mortgaged Property, execute or file any subdivision plat affecting the Mortgaged Property or consent to the annexation of the Mortgaged Property to any municipality, or (iv) permit or suffer the Mortgaged Property to be used by the public or any person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement.

(b) Mortgagor represents and warrants that (i) the Mortgaged Property is served by all utilities required for the current use thereof; (ii) to Mortgagor's knowledge, there is access to the Mortgaged Property from public roads or by perpetual private or public easement; (iii) there is no condemnation or similar proceeding pending or, to Mortgagor's knowledge, threatened affecting any part of the Mortgaged Property that might materially adversely affect the Mortgaged Property; and (iv) the Permitted Exceptions do not materially interfere with the current use, enjoyment, occupancy or operation of the Mortgaged Property.

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5. Casualty and Condemnation.

(a) Mortgagor assigns to Mortgagee all awards and compensation to which it is or becomes entitled for any condemnation or other taking, or any conveyance in lieu thereof, with respect to the Mortgaged Property, and Mortgagor authorizes Mortgagee to collect and receive such awards, damages and other compensation arising from any such condemnation and to give proper receipts and acquittances therefor. Promptly upon obtaining knowledge of any pending proceedings for the condemnation of the Mortgaged Property, Mortgagor shall notify Mortgagee thereof. Mortgagee may participate in any such proceedings, and Mortgagor from time to time shall execute and deliver to Mortgagee all instruments requested by Mortgagee that may be required to permit such participation. Mortgagor shall, at its expense, diligently prosecute any such proceedings, shall deliver to Mortgagee copies of all papers served in connection therewith and shall consult and cooperate with Mortgagee, its attorneys and agents, in the carrying on and defense of any such proceedings. No settlement of any such proceeding shall be made by Mortgagor without Mortgagee's consent, which shall not be unreasonably withheld or delayed. Effective upon the occurrence and during the continuance of an Event of Default, Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact, which appointment is irrevocable and shall be deemed to be coupled with an interest, to prosecute and settle any such proceedings, in Mortgagor's name and stead, as well as to collect and receive such awards and endorse any checks in respect thereof. Unless otherwise instructed by Mortgagee and so long as the remaining Mortgaged Property is useable for its then current purpose, Mortgagor shall promptly make all necessary repairs to and replacements of the Mortgaged Property, regardless of whether the condemnation award, if any, shall be sufficient for the purpose or shall be available therefor in accordance with the terms hereof.

(b) Mortgagor assigns to Mortgagee all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property, and Mortgagor authorizes Mortgagee to collect and receive such proceeds and authorizes and directs the issuer to each of such insurance policies to make payment for all such losses directly to Mortgagee, instead of to Mortgagor or to Mortgagor and Mortgagee jointly. In the event of any damage to or loss or destruction of the Mortgaged Property, Mortgagor shall (i) promptly notify Mortgagee of such event, (ii) to the extent commercially reasonable to do so, take such steps as shall be necessary to preserve any undamaged portion of the Mortgaged Property, and (iii) to the extent the failure to do so would reasonably be expected to have a Material Adverse Effect, promptly commence and diligently pursue to completion the restoration, replacement and rebuilding of the Mortgaged Property to substantially the condition of the Mortgaged Property affected thereby immediately prior to such damage, loss or destruction, regardless of whether the insurance proceeds, if any, shall be sufficient for such purpose or shall be available therefor in accordance with the terms hereof. Mortgagor shall, at its own expense, diligently make proof of loss and prosecute any claim to recover insurance proceeds and deliver to Mortgagee copies of all

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claims filed in connection therewith. Mortgagee may make proof of loss if not made promptly by Mortgagor and shall have the right to participate in any negotiations or litigation regarding such claim. No adjustment or settlement of any such claim shall be made by Mortgagor without Mortgagee's consent, which shall not be unreasonably withheld or delayed. Upon the occurrence and during the continuance of an Event of Default, Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact, which appointment is irrevocable and shall be deemed to be coupled with an interest, to make proof of loss and to prosecute, adjust and settle any claim to recover insurance proceeds, in Mortgagor's name and stead, as well as to collect and receive such proceeds and endorse any checks in respect thereof.

(c) Notwithstanding any condemnation, loss, damage or destruction referred to in this Section, Mortgagor shall continue to pay and perform the Obligations as provided herein. Any reduction in the Obligations resulting from any application of insurance proceeds or condemnation award to payment of the Obligations shall be deemed to take effect only on the date of receipt thereof by Mortgagee and such application. If prior to the receipt by Mortgagee of such insurance proceeds or condemnation award the Mortgaged Property shall have been sold pursuant to foreclosure of this Mortgage or shall have been transferred by deed in lieu of foreclosure of this Mortgage, Mortgagee shall have the right to receive the same to the extent of any deficiency found to be due upon such sale or transfer.

6. Restoration. Notwithstanding anything to the contrary in Sections 5(a) and (b) and subject to the last sentence of this paragraph, (a) insurance proceeds and condemnation awards in respect of the Mortgaged Property shall be applied first to reimburse Mortgagee for all reasonable costs and expenses, including appraiser and attorneys' fees and disbursements, incurred in connection with the collection of such insurance proceeds and condemnation awards, and (b) all such insurance proceeds or condemnation awards remaining after Mortgagee is so reimbursed ("Restoration Funds") shall be applied as provided in Section 2.11(c) of the First Lien Credit Agreement. To the extent Restoration Funds are available in accordance with Section 2.11(c) of the First Lien Credit Agreement for the repair, restoration or replacement (collectively, a "Restoration") of the Mortgaged Property, such funds shall be held by (i) Mortgagor, if the aggregate of all Restoration Funds do not exceed \$5,000,000 and (ii) Mortgagee, in all other cases. Restoration Funds so held by Mortgagee shall be maintained in a Collateral Account subject to the First Lien Guarantee and Collateral Agreement and disbursed to Mortgagor for Restoration of the Mortgaged Property upon receipt by Mortgagee of an officer's certificate, in form and substance reasonably satisfactory to the Mortgagee, to the effect that no Default or Event of Default has occurred and is continuing and that such Restoration Funds are to be promptly applied to such Restoration in compliance with the conditions set forth in Section 2.11(c) of the First Lien Credit Agreement. Any Restoration Funds remaining after completion of the Restoration, or after expiration of the time period for Restoration provided in the First

Lien Credit Agreement, shall be applied by Mortgagee to the prepayment of Loans in accordance with Section 2.11(c) of the First Lien Credit Agreement. Notwithstanding the foregoing, at any time that an Event of Default has occurred and is continuing, all Restoration Funds shall be paid to and held by Mortgagee for application in accordance with Section 6.5 of the First Lien Guarantee and Collateral Agreement.

7. [Intentionally Omitted].

8. Mortgagee's Advances. If Mortgagor shall default in any of its obligations hereunder, Mortgagee shall have the right, without notice to Mortgagor, to advance all or any part of amounts owing or to perform any or all actions necessary to protect the Mortgaged Property or Mortgagee's interest therein. No such advance or performance shall be deemed to have cured such default by Mortgagor or any Event of Default with respect thereto. All sums advanced and all expenses incurred by Mortgagee in connection with such advances or actions, and all other sums advanced or expenses incurred by Mortgagee hereunder or under applicable law (whether required or optional and whether indemnified hereunder or not) shall be part of the Obligations, shall bear interest at the Default Rate from the date so advanced or so incurred and shall be secured, together with interest thereon, by this Mortgage. To the extent that any part of the Obligations is used to pay indebtedness secured by any Permitted Exception or other outstanding lien, security interest, charge or prior encumbrance against the Mortgaged Property or to pay in whole or in part the purchase price therefor, Mortgagee shall be subrogated to any and all rights, security interests and liens held by any owner or holder of the same, whether or not the same are released. In consideration of such payment by Mortgagee, Mortgagor shall and hereby does waive and release all demands, defenses and causes of action for offsets and payments with respect to the same effective upon such payment.

9. Events of Default. Any Event of Default under the First Lien Credit Agreement shall constitute an Event of Default under this Mortgage, and upon acceleration of the indebtedness evidenced by the First Lien Credit Agreement and the Notes in the manner set forth therein, all Obligations shall immediately become due and payable without further notice or demand.

10. Remedies. Upon the occurrence of any Event of Default, in addition to any other rights and remedies Mortgagee may have pursuant to the Loan Documents or as provided by law, Mortgagee may immediately take such actions, personally or by its agents or attorneys, without notice, demand presentment or protest (each of which is hereby waived), as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

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(a) institute a proceeding or proceedings, judicial or otherwise, for the complete or partial foreclosure of this Mortgage under any applicable provision of law; or

(b) sell the Mortgaged Property, and all estate, right, title, interest, claim and demand of Mortgagor therein, and all rights of redemption thereof, at one or more sales, as an entirety or in parcels, with such elements of real and/or personal property, and at such time and place and upon such terms as it may deem expedient, or as may be required by applicable law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien and security interest on the remaining portion of the Mortgaged Property; or

(c) institute an action, suit or proceeding in equity for the specific performance of any of the provisions contained in this Mortgage; or

(d) apply for the appointment of a receiver, custodian, trustee, liquidator or conservator of the Mortgaged Property, to be vested with the fullest powers permitted under applicable law, as a matter of right and without regard to, or the necessity to disprove, the adequacy of the security for the Obligations or the solvency of Mortgagor or any other person liable for the payment of the Obligations and without notice to Mortgagor or any other person, and Mortgagor and each other person so liable waives or shall be deemed to have waived such necessity and consents or shall be deemed to have consented to such appointment and further waives any requirement of notice of appointment of a receiver or any requirement that a receiver post a bond; or

(e) enter upon the Mortgaged Property, and exclude Mortgagor and its agents and servants wholly therefrom, without liability for trespass, damages or otherwise, and take possession of all books, records and accounts relating thereto, and Mortgagor agrees to surrender possession of the Mortgaged Property and of such books, records and accounts to Mortgagee on demand after the happening of any Event of Default; and having and holding the same Mortgagee may use, operate, manage, preserve, control and otherwise deal therewith and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers, without interference from Mortgagor (including, without limitation, (i) making, canceling, enforcing or modifying Leases; (ii) obtaining and evicting tenants; (iii) fixing or modifying rents; (iv) insuring or reinsuring the Mortgaged Property, (v) making all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements thereto and thereon, and (vi) exercising all other rights and powers of Mortgagor with respect to the Mortgaged Property); or

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(f) with or without the entrance upon the Mortgaged Property, collect, receive, sue for and recover in its own name all Rents and cash collateral derived from the Mortgaged Property, and after deducting therefrom all costs, expenses and liabilities of every character incurred by Mortgagee in collecting the same and in using, operating, managing, preserving and controlling the Mortgaged Property, and otherwise in exercising Mortgagee's rights under subsection (e) of this Section, including all amounts necessary to pay Impositions, insurance premiums and other charges in connection with the Mortgaged Property, as well as compensation for the services of Mortgagee and its attorneys, agents and employees, to apply the remainder as provided in Section 13; or

(g) release any portion of the Mortgaged Property for such consideration as Mortgagee may require without, as to the remainder of the Mortgaged Property, in any way impairing or affecting the lien or priority of this Mortgage, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the Obligations shall have been reduced by the actual monetary consideration, if any, received by Mortgagee for such release and applied to the Obligations, and may accept by assignment, pledge or otherwise any other property in place thereof as Mortgagee may require without being accountable for so doing to any other lienholder; or

(h) take all actions permitted under the Uniform Commercial Code as in effect from time to time in the jurisdiction in which the Mortgaged Property is located; or

(i) take any other action, or pursue any other right or remedy, as Mortgagee may have under applicable law, and Mortgagor does hereby grant the same to Mortgagee.

Neither the enforcement of any of the remedies under this Section, the assignment of Leases and Rents under Section 19, the security interests granted under Section 17, nor any other remedies granted to Mortgagee hereunder or under any other Loan Document, at law or in equity, shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Mortgaged Property.

11. Rights Pertaining to Sales. Subject to the provisions or other requirements of law and except as otherwise provided herein, the following provisions shall apply to any sale or sales of all or any portion of the Mortgaged Property under or by virtue of Section 10, whether made under the power of sale herein granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale:

(a) Mortgagee may conduct any number of sales from time to time. The power of sale set forth in Section 10(b) shall not be exhausted by any one or

more such sales as to any part of the Mortgaged Property which shall not have been sold, nor by any sale which is not completed or is defective in Mortgagee's opinion, until the Obligations shall have been paid in full.

(b) Any sale may be postponed or adjourned by public announcement at the time and place appointed for such sale or for such postponed or adjourned sale without further notice. Without limiting the foregoing, in case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry or otherwise, and such proceedings have been discontinued or abandoned for any such reason or shall have been determined adversely to Mortgagee, then in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had been instituted.

(c) After each sale, Mortgagee or an officer of any court empowered to do so shall execute and deliver to the purchaser or purchasers at such sale a good and sufficient instrument or instruments granting, conveying, assigning and transferring all right, title and interest of Mortgagor in and to the property and rights sold and shall receive the proceeds of said sale or sales and apply the same as herein provided. Mortgagee is hereby appointed the true and lawful attorney-in-fact of Mortgagor, which appointment is irrevocable and shall be deemed to be coupled with an interest, in Mortgagor's name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the property and rights so sold, and for that purpose Mortgagee may execute all necessary instruments of conveyance, assignment, transfer and delivery, and may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that said attorney or such substitute or substitutes shall lawfully do by virtue thereof. Nevertheless, Mortgagor, if requested by Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to Mortgagee or such purchaser or purchasers all such instruments as may be advisable, in Mortgagee's judgment, for the purposes as may be designated in such request.

(d) The receipt of Mortgagee for the purchase money paid at any such sale, or the receipt of any other person authorized to receive the same, shall be sufficient discharge therefor to any purchaser of any property or rights sold as aforesaid, and no such purchaser, or its representatives, grantees or assigns, after paying such purchase price and receiving such receipt, shall be bound to see to the application of such purchase price or any part thereof upon or for any trust or purpose of this Mortgage or, in any manner whatsoever, be answerable for any loss, misapplication or nonapplication of any such purchase money, or part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

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(e) Any such sale or sales shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and any and all persons claiming or who may claim the same, or any part thereof or any interest therein, by, through or under Mortgagor to the fullest extent permitted by applicable law.

(f) Upon any such sale or sales, Mortgagee may bid for and acquire the Mortgaged Property and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the Obligations the amount of the bid made therefor, after deducting therefrom the expenses of the sale, the cost of any enforcement proceeding hereunder, and any other sums which Mortgagee is authorized to deduct under the terms hereof, to the extent necessary to satisfy such bid.

(g) In the event that Mortgagor, or any person claiming by, through or under Mortgagor, shall transfer or refuse or fail to surrender possession of the Mortgaged Property after any sale thereof, then Mortgagor, or such person, shall be deemed a tenant at sufferance of the purchaser at such sale, subject to eviction by means of forcible entry and unlawful detainer proceedings, or subject to any other right or remedy available hereunder or under applicable law.

(h) Upon the foreclosure of this Mortgage, any leases then existing shall not be destroyed or terminated as a result of such foreclosure unless Mortgagee or any purchaser at a foreclosure sale shall so elect by notice to the lessee in question.

12. Expenses. In any proceeding, judicial or otherwise, to foreclose this Mortgage or enforce any other remedy of Mortgagee under the Loan Documents, there shall be allowed and included as an addition to and a part of the Obligations in the decree for sale or other judgment or decree all reasonable expenditures and expenses which may be paid or incurred in connection with the exercise by Mortgagee of any of its rights and remedies provided or referred to in Section 10, or any comparable provision of any other Loan Document, together with interest thereon at the Default Rate from the date such expense is incurred, and the same shall be part of the Obligations and shall be secured by this Mortgage.

13. Application of Sales Proceeds and Rents. Any and all proceeds of any sale of, and the Rents and other amounts generated by, the Mortgaged Property, together with any other sums that may be held by Mortgagee hereunder (or a receiver, if one is appointed), shall be applied in the following order of priority, unless otherwise required by applicable law:

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FIRST, to the payment of the costs and expenses of enforcing and exercising Mortgagee's rights and remedies under the Loan Documents, including (a) reasonable costs and expenses of taking possession of, and holding, using, leasing, repairing, improving and selling, the Mortgaged Property, (b) trustee's and receiver's fees and expenses, (c) court costs, (d) reasonable fees and disbursements of attorneys, accountants and appraisers, and (e) reasonable costs of advertisement; together with interest thereon at the Default Rate from the date such expenses were incurred;

SECOND, to the payment of all other Obligations in such manner and order as Mortgagee shall elect;

THIRD, to the payment of the Obligations under (and as defined in) the subordinate mortgage granted by Mortgagor on the Mortgaged Property in favor of the Second Lien Collateral Agent pursuant to the Second Lien Credit Agreement, in accordance with the Senior Intercreditor Agreement; and

FOURTH, to Mortgagor or its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

14. Additional Provisions as to Remedies.

(a) Without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Obligations, Mortgagee may, from time to time and without notice, agree to (i) release any person liable for the Obligations, (ii) extend the maturity or alter any of the terms of the Loans or any guaranty thereof, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

(b) Neither the acceptance of this Mortgage nor its enforcement, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may determine in its absolute discretion.

(c) No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall

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be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Mortgagee or to which it may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee.

(d) No action by Mortgagee in the enforcement of any rights or remedies under this Mortgage or any other Loan Document or otherwise at law or equity shall be deemed to cure any Event of Default.

(e) If Mortgagee shall have proceeded to invoke any right or remedy permitted under the Loan Documents, Mortgagee shall have the unqualified right thereafter to elect to discontinue or abandon such right or remedy for any reason, and in such event Mortgagor and Mortgagee shall be restored to their former positions with respect to the Obligations, the Loan Documents, the Mortgaged Property, and otherwise, and the rights and remedies of Mortgagee shall continue as if the right or remedy had not been invoked, but no such discontinuance or abandonment shall waive any Event of Default that may then exist or the right of Mortgagee thereafter to exercise any right or remedy under the Loan Documents for such Event of Default.

15. Mortgagor's Waiver of Rights. To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisalment before sale of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt, (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process, and (iv) any right to a marshalling of assets. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor shall not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisalment, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created. To the fullest extent of the law, Mortgagor hereby waives any defense to the recovery by Mortgagee against Mortgagor or the Mortgaged Property of any deficiency after a nonjudicial sale.

16. Cross-Collateralization. Mortgagor acknowledges that the Obligations are secured by, among other things, this Mortgage together with additional mortgages, deeds of trust or similar security instruments, as the case may be, all as more specifically set

forth in the First Lien Credit Agreement (together with their respective documents securing or evidencing the Obligations, the "Additional Mortgages") and encumbering the additional properties (the "Additional Properties"), all as more specifically set forth in the First Lien Credit Agreement. Upon the occurrence of an Event of Default, Mortgagee shall have the right to institute a proceeding or proceedings for the total or partial foreclosure of this Mortgage and any or all of the Additional Mortgages whether by court action, power of sale or otherwise, under any applicable provision of law, for all of the Obligations or any portion of the Obligations allocated to the Mortgaged Property in the First Lien Credit Agreement, and the lien and the security interest created by the Additional Mortgages shall continue in full force and effect without loss of priority as a lien and security instrument securing the payment of that portion of the Obligations then due and payable but still outstanding. Mortgagor acknowledges and agrees that the Mortgaged Property and the Additional Properties are located in one or more States and counties, and therefore Mortgagee shall be permitted, subject to the terms of the First Lien Credit Agreement, to enforce payment of the Obligations and the performance of any term, covenant or condition of this Mortgage, the other Loan Documents, or the Additional Mortgages and exercise any and all rights and remedies under this Mortgage, the other Loan Documents, or the Additional Mortgages, or as provided by law or at equity, by one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Mortgagee, in its sole discretion, in any one or more of the States or counties in which the Mortgaged Property or any of the Additional Properties is located. Neither the acceptance of this Mortgage, the other Loan Documents, or the Additional Mortgages nor the enforcement thereof in any one State or county, whether by court action, foreclosure, power of sale or otherwise, shall prejudice or in any way limit or preclude enforcement by court action, foreclosure, power of sale or otherwise, of this Mortgage, the other Loan Documents, or any Additional Mortgages through one or more additional proceedings in that State or county or in any other State or county. Without limitation of the foregoing, in the event of a foreclosure of this Mortgage, the indebtedness evidencing the Obligations shall not be deemed merged into any judgment of foreclosure and instead shall remain outstanding, except to the extent the proceeds of any foreclosure sale are applied to payment of such indebtedness.

17. Security Agreement Under Uniform Commercial Code.

(a) It is the intention of the parties hereto that this Mortgage shall constitute a "security agreement" within the meaning of the Uniform Commercial Code (the "UCC") of the State in which the Mortgaged Property is located. The Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Mortgaged Property. By executing and delivering this Mortgage, Mortgagor has granted and hereby grants to Mortgagee, as security for the Obligations, a security interest in the Mortgaged Property to the full extent that the Mortgaged Property may be subject to the UCC (the portion of the Mortgaged Property so subject to the UCC being referred to in this paragraph as the

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"Personal Property"). If an Event of Default shall occur, Mortgagee shall have any and all rights and remedies granted to a secured party upon default under the UCC, including the right to take possession of the Personal Property or any part thereof and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Personal Property. Upon request or demand of Mortgagee, Mortgagor shall at its expense assemble the Personal Property and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Any notice of sale, disposition or other intended action of Mortgagee with respect to the Personal Property sent to Mortgagor in accordance with the provisions hereof at least ten (10) days prior to such action shall constitute commercially reasonable notice to Mortgagor.

(b) Pursuant to applicable law, Mortgagor authorizes Mortgagee to file or record financing statements, continuation statements, and other filing or recording documents or instruments with respect to the Personal Property or fixtures without the signature of Mortgagor in such form and in such offices as the Mortgagee reasonably determines appropriate to perfect the security interests of Mortgagee under this Mortgage. Mortgagor hereby ratifies and authorizes the filing by Mortgagee of any financing statement with respect to such Mortgaged Property made prior to the date hereof.

18. **Fixture Filing.** A portion of the Mortgaged Property is or is to become fixtures upon the Real Estate. The filing of this Mortgage in the real estate records of the county in which the Mortgaged Property is located shall also operate from the time of filing as a "fixture filing" within the meaning of Section 9-102(a)(40) of the UCC with respect to all portions of the Mortgaged Property that are or are to become fixtures related to the Real Estate. For such purpose, Mortgagor is the record owner of the Real Estate, Mortgagee is the secured party and Mortgagor is the debtor, their respective addresses are set forth in the preamble to this Mortgage, and Mortgagor's organizational number is 32-09213.

19. **Assignment of Leases and Rents.**

(a) In furtherance of and in addition to the assignment made by Mortgagor in the granting clauses of this Mortgage, Mortgagor hereby irrevocably and absolutely grants, transfers and assigns to Mortgagee the Leases and Rents. The foregoing grant, transfer and assignment is a present and absolute assignment and not merely the passing of a security interest. Such assignment shall continue in effect until the Obligations are paid in full. Mortgagor also grants to Mortgagee the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property or any part thereof, and to apply the Rents on account of the Obligations. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a license from Mortgagee to exercise all rights granted to the landlord under the Leases, including the right to receive and collect all Rents. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing.

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Upon the occurrence and during the continuance of an Event of Default, the license hereby granted shall automatically expire and terminate, without notice to Mortgagor by Mortgagee (any such notice being hereby expressly waived by Mortgagor to the extent permitted by law), and Mortgagor shall pay over to Mortgagee, or to any receiver appointed to collect the Rents, any lease security deposits and rent prepayments.

(b) Mortgagor hereby further grants to Mortgagee the right to notify the lessee under any Lease of the assignment thereof and, after the occurrence of an Event of Default, (i) to demand that such lessee pay all amounts due under such Lease directly to Mortgagee, (ii) to enter upon and take possession of the Mortgaged Property for the purpose of collecting the Rents, (iii) to dispossess by the usual summary proceedings any lessee defaulting in the payment thereof, (iv) to let the Mortgaged Property, or any part thereof, and (v) to apply the Rents, after payment of all necessary charges and expenses, on account of the Obligations. Mortgagor hereby irrevocably authorizes and directs each lessee under any Lease to rely upon any such notice. Nothing contained in this Section shall be construed to bind Mortgagee to the performance of any of the covenants, conditions or provisions contained in any Lease or otherwise to impose any obligation on Mortgagee thereunder, except that Mortgagee shall be accountable for any Rents actually received pursuant to such assignment. Mortgagor shall not modify, amend, terminate or consent to the cancellation, surrender, assignment of any Lease if any modification, amendment, termination or assignment would have a Material Adverse Effect (it being understood that the preceding portions of this sentence shall not apply to the expiration of any Lease by its terms). Mortgagor shall not accept prepayments of installments of Rent to become due for a period of more than one month in advance (except for security deposits and estimated payments of percentage rent, if any). The collection of Rents by Mortgagee shall in no way waive the right of Mortgagee to foreclose this Mortgage in the event of any default. Mortgagor shall furnish to Mortgagee, within thirty (30) days after a request by Mortgagee to do so, a written statement containing the names of all lessees, sublessees and concessionaires of the Mortgaged Property, the terms of any Lease, the space occupied, the rentals or license fees payable thereunder, whether each such lessee is in default under its Lease and if so, the nature thereof.

(c) Mortgagor acknowledges that Mortgagee has taken all actions necessary to obtain, and that upon recordation of this Mortgage Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "Bankruptcy Code"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking another affirmative action. Without limitation of the absolute nature of the assignment of the

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Rents hereunder, Mortgagor and Mortgagee agree that (i) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (ii) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case under the Bankruptcy Code and to all amounts paid as Rents, and (iii) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

20. Changes in Method of Taxation. In the event of the passage after the date hereof of any law of any Governmental Authority deducting from the value of the Premises for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured thereby for federal, state or local purposes, or the manner of collection of any such taxes, and imposing a tax, either directly or indirectly, on mortgages or debts secured thereby, the holder of this Mortgage shall have the right to declare the Obligations due on a date to be specified by not less than thirty (30) days' written notice to be given to Mortgagor unless within such thirty (30) day period Mortgagor shall assume as an Obligation hereunder the payment of any tax so imposed until full payment of the Obligations and such assumption shall be permitted by law. Mortgagor shall not claim, demand or be entitled to receive any credit or credits toward the satisfaction of this Mortgage or on any interest payable thereon for any taxes assessed against the Mortgaged Property or any part thereof, and shall not claim any deduction from the taxable value of the Mortgaged Property by reason of this Mortgage.

21. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been sufficiently given or served when made in accordance with Section 9.2 of the First Lien Guarantee and Collateral Agreement.

22. Matters to Be in Writing. This Mortgage (or any provision hereof) cannot be altered, amended, modified, terminated, waived, released or discharged except in a writing signed by the party against whom enforcement is sought.

23. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding anything contained in this Mortgage or in any Loan Document, the obligations of Mortgagor and of any other obligor under the Loan Documents shall be subject to the limitation that Mortgagee shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Mortgagee.

24. No Third Party Beneficiary; Covenants Run with the Land; Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely

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and exclusively for the benefit of Mortgagee and its successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Mortgagee at any time if in its sole discretion it deems such waiver advisable. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrances and tenants of the Mortgaged Property, and shall inure to the benefit of Mortgagee, its successors and assigns.

25. Relationship of Mortgagee and Mortgagor. The relationship between Mortgagor and Mortgagee created hereunder is that of creditor/debtor. Mortgagee does not owe any fiduciary duty or special obligation to Mortgagor or any of Mortgagor's officers, partners, agents, or representatives. Nothing herein is intended to create a joint venture, partnership, tenancy-in-common or joint tenancy relationship between Mortgagor and Mortgagee.

26. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Acceptance of any payment after the occurrence of any default or Event of Default shall not be deemed a waiver or a cure of such default or Event of Default, and acceptance of any payment less than any amount then due shall be deemed an acceptance on account only.

27. Governing Law. The law of the state in which the Mortgaged Property is located shall govern the creation, perfection, priority, validity and enforcement of the lien of this Mortgage. All other provisions of this Mortgage, including those terms and conditions contained in the First Lien Credit Agreement, the First Lien Guarantee and Collateral Agreement and other Loan Documents that are incorporated herein by reference, and the resolution of issues arising under the First Lien Credit Agreement and other Loan Documents to the extent such resolution is necessary to the interpretation of this Mortgage, shall be construed in accordance with and governed by the law of the State of New York. Notwithstanding anything to the contrary in the foregoing, Mortgagee's right to obtain a deficiency judgment against Mortgagor or any other persons liable for the Obligations shall be governed by New York law. For purposes of the preceding sentence, Mortgagor and Mortgagee acknowledge and intend that under New York law, New York Real Property Actions and Proceedings Law Sections 1301 and 1371 do not apply in any way to, and do not limit, condition, or otherwise restrict, the exercise of Mortgagee's rights and remedies to the extent that the Mortgaged Property or any Additional Properties are located outside the State of New York.

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28. Sole Discretion of Mortgagee. Whenever Mortgagee's judgment, consent or approval is required hereunder for any matter, or Mortgagee shall have an option or election hereunder, such judgment, the decision whether or not to consent to or approve the same or the exercise of such option or election shall be in the sole discretion of Mortgagee, except as otherwise expressly provided herein.

29. Construction of Provisions. The following rules of construction shall be applicable for all purposes of this Mortgage and all documents or instruments supplemental hereto, unless the context otherwise requires:

(a) All references herein to numbered Articles or Sections or to lettered Schedules or Exhibits are references to the Articles and Sections hereof and the Schedules and Exhibits annexed to this Mortgage, unless expressly otherwise designated in context. All Article, Section, Schedule and Exhibit captions herein are used for reference only and in no way limit or describe the scope or intent of, or in any way affect, this Mortgage.

(b) The terms "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to".

(c) The terms "Land", "Leaschold Estate", "Improvements", "Equipment", "Mortgaged Property," "Real Estate," and "Premises" shall be construed as if followed by the phrase "or any part thereof".

(d) The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of the Mortgagors shall be joint and several.

(e) The term "Obligations" shall be construed as if followed by the phrase "or any other sums secured hereby, or any part thereof".

(f) References herein to the "First Lien Credit Agreement," the "First Lien Guarantee and Collateral Agreement," the "Notes," the "Loan Documents," the "Senior Intercreditor Agreement," the "Second Lien Credit Agreement," and the "Lender Hedge Agreements" shall mean the First Lien Credit Agreement, the First Lien Guarantee and Collateral Agreement, the Notes, the Loan Documents, the Senior Intercreditor Agreement, the Second Lien Credit Agreement, and the Lender Hedge Agreements, respectively, as in effect on the date hereof, and as the same may be amended, supplemented, restated, substituted, replaced or otherwise modified from time to time from and after the date hereof, including any of the foregoing that increases the principal amount or interest rate of the Obligations secured hereby.

(g) Words of masculine, feminine or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number, and vice versa.

(h) The term "person" shall include natural persons, firms, partnerships, corporations and any other public and private legal entities.

(i) All obligations of Mortgagor hereunder shall be performed and satisfied by or on behalf of Mortgagor at Mortgagor's sole cost and expense.

(j) No inference in favor of or against any party shall be drawn from the fact that such party has drafted any portion hereof.

30. Future Advances. This Mortgage secures not only existing indebtedness, but also future or additional advances made pursuant hereto or to the First Lien Credit Agreement, whether such advances are obligatory or optional and whether such advances are readvances after payments permitted under the First Lien Credit Agreement, to the same extent and with the same priority of lien as if such future advances or indebtedness were made on the date of execution of this Mortgage. All such future advances shall relate back to the date of execution of this Mortgage.

31. Receipt of Copy. Mortgagor acknowledges that it has received a true copy of this Mortgage.

32. Release. Upon payment in full of the Obligations, Mortgagee shall, at Mortgagor's sole expense, either (i) release and cause to be released such liens, grants, assignments, conveyances or security interests evidenced under this Mortgage and the other Loan Documents in due form at Mortgagor's cost, or (ii) assign or cause to be assigned to such party as Mortgagor shall request, in each case without representation or warranty of any kind, such liens, grants, security interests, conveyances and assignments. The Mortgaged Property may also be released as provided in Section 6.05 of the First Lien Credit Agreement.

33. Application of Payments: Reduction of Secured Amount. Notwithstanding anything to the contrary in this Mortgage, if at any time the aggregate principal amount of the Obligations secured by this Mortgage (the principal amount secured by this Mortgage being the "Secured Amount") is less than the aggregate outstanding principal amount of the Loans, then any payments or repayments by Mortgagor or any other obligor on account of the Loans shall not be deemed to be applied against, or to reduce, the Secured Amount unless and until the Secured Amount equals the aggregate outstanding principal amount of the Loans. Such payments shall instead be applied first, and be deemed to reduce first, such portions of the Obligations that are not secured by this Mortgage. The Secured Amount shall be reduced by payments or

Ontario County Clerk

repayments by Mortgagor or any other obligor on account of the Loans only after the aggregate outstanding principal amount of the Loans has been reduced to an amount equal to the Secured Amount.

34. Conflicts With First Lien Credit Agreement or First Lien Guarantee and Collateral Agreement. In the event of any conflict or inconsistency between the terms and provisions of this Mortgage and the terms and provisions of the First Lien Credit Agreement or the First Lien Guarantee and Collateral Agreement, the terms and provisions of the First Lien Credit Agreement or the First Lien Guarantee and Collateral Agreement, as the case may be, shall govern.

35. State Specific Provisions. The terms and conditions set forth in Schedule C attached hereto are made a part hereof and are incorporated into this Mortgage by reference. In the event of any conflict or inconsistency between the terms and conditions of Schedule C and the other provisions of this Mortgage, the terms conditions of Schedule C shall govern.

36. Leasehold Mortgage Provisions. If the Mortgaged Property includes a Leasehold Estate, the terms and conditions set forth in Schedule B attached hereto are made a part hereof and are incorporated into this Mortgage by reference.

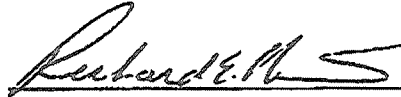
37. Time of the Essence. With regard to all dates and time periods set forth in this Mortgage, time is of the essence.

{Signature Pages Follow}

This Mortgage has been duly executed by Mortgagor on the date first above written.

MERIDIAN AUTOMOTIVE SYSTEMS -
COMPOSITES OPERATIONS, INC.

By:



Name: Richard E. Newsted

Title: Vice President and Treasurer

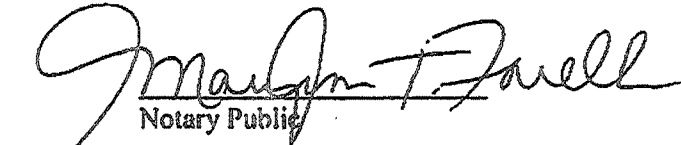
Ontario County Clerk

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 27th day of April in the year 2004, before me, the undersigned, personally appeared Richard E. Newsted, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

MARYANN T. FARELLA
NOTARY PUBLIC, State of New York
No. 03-4782737
Qualified in Westchester County
Commission Expires Feb. 28, 2006

Ontario County

SCHEDULE A-1

Description of the Fee Land

**[Attach Legal Description of all parcels; include
municipal tax assessment identification numbers and street address]**

11-1-14

①6 Canandaigua

Schedule A-1

Parcel 1 - 111 North Street

City of Canandaigua

Beginning at a point on the south right-of-way line of North Street said point being located 1550.12 feet westerly from the west line of Main Street as measured along said south right-of-way line of North Street; Thence

S33°13'53"E, a distance of 753.60 feet to a point; thence
N62°29'47"E, a distance of 275.00 feet to a point; thence
S27°20'13" E, a distance of 759.00 feet to a point; thence
S62°34'17"W, a distance of 440.56 feet to a point; thence
N38°37'53"W, a distance of 1,537.16 feet to a point on south right-of-way line of North Street; thence
N62°29'47"E, along said south right-of-way line of North Street a distance of 389.22 feet to the point and place of beginning. Containing 15.069 acres of land, more or less.

Parcel 2 - 203 North Street

City of Canandaigua

Beginning at a point on the south right-of-way line of North Street said point being located 1939.34 feet westerly from the west line of Main Street as measured along said south right-of-way line of North Street; thence

S38°37'52"E, a distance of 764.21 feet to a point; thence
S62°29'47"W, a distance of 542.77 feet to a point; thence
N77°44'52"W, a distance of 350.53 feet to a point; thence
N50°20'56"W, a distance of 218.92 feet to a point; thence
N32°33'19"W, a distance of 325.41 feet to a point on said south right-of-way line of North Street; thence
N62°49'02"E, and along said south right-of-way line of North Street a distance of 39.14 feet to a point; thence
N62°29'47"E, and continuing along said south right-of-way line of North Street a distance of 739.27 feet to the point and place of beginning. Containing 12.955 acres of land, more or less.

Parcel 3 - 2640 Brickyard Rd.

City of Canandaigua

111 North Street, 203 North Street,
2640 Brickyard Ave., Canandaigua, NY
70.19-1-4.2, 70.19-1-3, 70.00-1-41.000

State of New York
 County of Ontario

That certain plot, piece or parcel of land, situate, lying and being in the Town of Canandaigua, County of Ontario and State of New York and being more particularly described as follows:

Beginning at the intersection of the westerly line of Brickyard Road and the northerly line of North Street; thence South 73 degrees 21 minutes 04 seconds West in the Northerly line of North Street a distance of 359.29 feet to a point; thence North 48 degrees 27 minutes 26 seconds West in the easterly line of lands now or formerly owned by the Owasco River Railway, Inc. as filed in the Ontario County Clerk's Office in Liber 784 of Deeds at page 395, a distance of 162.76 feet to a point; thence North 49 degrees 42 minutes 06 seconds West in the easterly line of said lands owned by Owasco River Railway a distance of 350 feet to a point; thence North 52 degrees 36 minutes 56 west in the easterly line of said lands owned by Owasco River Railway, Inc. a distance of 344.60 feet to a point; thence North 55 degrees 42 minutes 56 seconds West in the easterly line of said lands owned by Owasco River Railway, Inc. a distance of 198.17 feet to a point; thence North 58 degrees 43 minutes 56 seconds West in the easterly line of Owasco River Railway, Inc. a distance of 57.07 feet to an iron pipe; thence North 73 degrees 29 minutes 04 seconds East in the southerly line of said lands owned by Walter Kurzejeski as filed in the Ontario County Clerk's Office in Liber 874 of Deeds at page 93 and Liber 672 of Deeds at page 316, a distance of 281.72 feet to a point in the centerline of Brickyard Road; thence South 59 degrees 49 minutes 56 seconds East in the centerline of Brickyard Road a distance of 273.07 feet to a point; thence South 65 degrees 15 minutes 26 seconds East in the centerline of Brickyard Road a distance of 656.80 feet to a point; thence South 34 degrees 44 minutes 34 seconds West a distance of 24.75 feet to a point in the westerly line of Brickyard Road; and thence South 55°15 minutes 26 seconds East in the westerly line of Brickyard Road, a distance of 228.23 feet to the point and place of beginning.

Excepting therefrom the following premises conveyed to The City of Canandaigua by deed recorded April 24, 2002 in Liber 1074 of Deeds, at page 683:

All that piece or parcel of land know as Parcel Number 4 being a portion of Tax Map 70, Block No. 1, Lot No. 40 (Parcel 4) and being in the Town and City of Canandaigua, County of Ontario, State of New York, as shown on a map entitled: "Lands and easements to be Granted to the City of Canandaigua by Cambridge Acquisition Corp.", prepared by Fisher Associates, Engineers and Surveyors, having a drawing number of 00294-SU-4, 5 & 6 and dated 10/6/01, being bounded and described as follows:

Commencing at the Centerline of Improvements of North Street P1 Sta. 1+593.908; thence northeasterly on an azimuth of 62°33'57" along the Centerline of improvement a distance of 128.289 meters (420.89 feet) to a point; thence, northwesterly at right angles to the said Centerline of Improvement a distance of 11.185 meters (36.61 feet) to the Point of Beginning, said Point of Beginning being the point of intersection of the northerly highway boundary of North Street and the southwesterly street boundary of Brickyard Road; thence, northwesterly along the street boundary of Brickyard Road on an azimuth of 294°01'52" a distance of 46.545 meters (152.70 feet) to a point; thence, through the property of Cambridge-Acquisition Corp. (reputed owner) the following two courses and distances:

Ontario County, NY

- 1) southeasterly, on an azimuth of $147^{\circ}22'16''$ a distance of 19.876 meters (65.21 feet) to a point; thence
- 2) southerly, on an azimuth of $190^{\circ}41'39''$ a distance of 21.056 meters (69.08 feet) to a point on the said northerly highway boundary of North Street; thence northeasterly, along the said northerly highway boundary on an azimuth of $62^{\circ}38'23''$ a distance of 40.198 meters (131.88 feet) to the Point of Beginning, being 587.5+/- square meters (6,323+/- square feet).

It is intended to describe a parcel of land that the City of Canandaigua deems necessary to acquire in fee for purposes connected with the Highway System of the County of Ontario.

SCHEDULE A-2

Description of Leased Land and Ground Lease

[Add recording information for any Ground Lease]

**[Attach Legal Description of all parcels; include
municipal tax assessment identification numbers and street address]**

SCHEDULE B

Leaschold Mortgage Provisions

(a) The Mortgagor hereby represents, covenants and agrees with respect to each and every Ground Lease that:

(i) This Mortgage is lawfully executed and delivered in conformity with each of the Ground Leases and any and all consents required therefor under each of the Ground Leases have been timely received and are effective.

(ii) Mortgagor shall pay when due the rents, taxes and other sums and charges mentioned in and made payable by Mortgagor under and pursuant to the terms of each of the Ground Leases and shall promptly perform and observe all of the other terms, covenants and conditions required to be performed and observed by it under each of the Ground Leases, within the periods (including any grace or cure periods) provided therein, and will do all things necessary to preserve and to keep unimpaired its rights under each of the Ground Leases.

(iii) Mortgagor shall promptly (A) notify Mortgagee in writing of the receipt by it of any notice of default from the lessor under each of the Ground Leases; (B) notify Mortgagee in writing of the receipt by it of any notice under each of the Ground Leases of the termination thereof; (C) cause a copy of each such notice received by Mortgagor from the lessor under each of the Ground Leases to be delivered to Mortgagee; and (D) cause a copy of any notice of election or the exercise of any rights of option, purchase or renewal under each of the Ground Leases sent by Mortgagor to the lessor thereunder, to be delivered to Mortgagee.

(iv) Mortgagor shall not, without the prior written consent of Mortgagee, terminate or surrender or suffer or permit any termination or surrender of any of the Ground Leases, nor modify any of the Ground Leases, if the modification shall impair Mortgagee's security interest in the Mortgaged Property or the rights and remedies of Mortgagee under this Mortgage.

(v) Mortgagor shall, after written demand therefor from Mortgagee, use reasonable efforts to obtain from the lessor under each of the Ground Leases and deliver to Mortgagee an estoppel certificate in the form provided for in each of the Ground Leases or if none is provided, in a form provided by Mortgagee.

(vi) Mortgagor shall promptly furnish to Mortgagee upon demand, proof of payment of all items which are required to be paid by Mortgagor pursuant to each of the Ground Leases and a statement of any such payments

which Mortgagor is contesting or arbitrating pursuant to the terms of any of the Ground Leases.

(vii) Except as otherwise provided in the Ground Leases, Mortgagor shall not consent to the subordination of any Ground Lease to any lien on the fee estate of the lessor thereunder.

(viii) During the existence of an Event of Default, Mortgagor shall not fail to exercise any option or right to renew or extend the term of any of the Ground Leases without the prior written consent of Mortgagee. Mortgagor shall give Mortgagee simultaneous written notice of the exercise of any such option or right to renew or extend, together with a copy of the instrument given to the lessor under each of the Ground Leases exercising such option or right, and thereafter, shall promptly deliver to Mortgagee a copy of any acknowledgment by such lessor with respect to the exercise of such option or right. If any such option or right has not been exercised as aforesaid, then, not more than three hundred sixty (360) and not less than two hundred seventy (270) days before the right of Mortgagor to exercise any such option or right, Mortgagor shall give Mortgagee written notice specifying (A) the date on which, (B) the term for which and (C) the manner in which such option or right is to be exercised. If an Event of Default has occurred and is continuing, then within ten (10) business days of written demand by Mortgagee, Mortgagor shall exercise any such option or renewal that is then exercisable and necessary to extend the term of any Ground Lease beyond the outside maturity date of the Loans.

(ix) If any Ground Lease is rejected or disaffirmed by the lessor thereunder (or by any receiver, trustee, custodian or other party who succeeds to the rights of such lessor) pursuant to the Bankruptcy Code or any similar law, Mortgagor shall not elect to treat such Ground Lease as terminated under 11 U.S.C. § 365(h) or any similar or successor law. Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall have the sole and exclusive right to make or refrain from making any such election. Any such election, if made by Mortgagor other than in accordance with this subsection, shall be void and of no force or effect. If Mortgagee elects to have Mortgagor remain in possession under any legal right Mortgagor may have to occupy the premises leased pursuant to a Ground Lease following any such lessor rejection or disaffirmance, then upon such election (A) Mortgagor shall remain in such possession and shall perform all acts necessary for Mortgagor to retain its right to remain in such possession for the unexpired term of such Ground Lease (including all renewals thereof), whether such acts are required under the then existing terms and provisions of such Ground Lease or otherwise, and (B) all of the terms and provisions of this Mortgage and the lien created hereby shall remain in full force and effect and shall be extended automatically to such possession,

Ontario County

occupancy and interest of Mortgagor. Mortgagor hereby unconditionally assigns, transfers and sets over to Mortgagee all of Mortgagor's claims and rights to the payment of damages arising from any rejection by the lessor of any Ground Lease under the Bankruptcy Code or similar law, provided that any award for such damages shall be treated as Restoration Funds applied in accordance with Section 6 of this Mortgage, except such award may be applied to acquire other property or assets to replace the property or assets theretofore leased so long as Mortgagee obtains a first priority lien thereon. Mortgagee shall have the right to proceed in its own name or in the name of Mortgagor in respect of any claim or proceeding relating to the rejection by the lessor of any Ground Lease.

(x) Mortgagor shall use its best efforts to cause the lessor under each of the Ground Leases to agree in writing that in the event of (A) the rejection or disaffirmance by Mortgagor (or by any receiver, trustee, custodian or other party who succeeds to the rights of Mortgagor) of any Ground Lease pursuant to the Bankruptcy Code or similar law, or (B) Mortgagor's inability to satisfy all conditions necessary to permit Mortgagor (or such receiver, trustee, custodian or other party) to assume and preserve such Ground Lease pursuant to the Bankruptcy Code or similar law, such lessor shall, at Mortgagee's request and option, (i) allow Mortgagee or its designee to cure any monetary defaults of Mortgagor and to become the lessee under such Ground Lease, or enter into a new lease of the Leased Land with Mortgagee or a designee of Mortgagee for the remainder of the term (including renewals thereof) of such Ground Lease (a "New Ground Lease"), effective as of the date of such rejection or disaffirmance, at the rent and upon all the terms and provisions of such Ground Lease. Mortgagor agrees to execute such other instruments as Mortgagee may request to confirm Mortgagee's or such designee's right, title and interest in and to the New Ground Lease and any improvements and/or property appurtenant thereto. If Mortgagor enters into any Ground Leases after the date hereof, Mortgagor shall cause such Ground Lease to contain therein the provisions in the preceding portions of this paragraph.

(xi) If Mortgagor becomes a debtor under the Bankruptcy Code or similar law, Mortgagor covenants that (A) it shall not reject or disaffirm any Ground Lease without the prior consent of Mortgagee, and (B) at the direction of Mortgagee it shall, in a timely fashion, (I) take all actions (including curing all existing defaults and providing assurance of future performance) as may be required to permit Mortgagor to assume any such Ground Lease and (II) assume such Ground Lease.

(b) If both the lessor's and the lessee's interest under any Ground Lease shall at any time become vested in any one person, this Mortgage and the lien and security interest created hereby shall not be destroyed or terminated by the application of the

Ontario County

doctrine of merger and, in such event, Mortgagee shall continue to have and enjoy all of the rights and privileges of Mortgagee hereunder as to each separate estate. In the event that Mortgagor acquires the fee or any other interest in the Leased Land, such interest shall, immediately upon such acquisition, become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described herein, without need for the delivery and/or recording of a supplement to this Mortgage or any other instrument.

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SCHEDULE C

State Specific Provisions

(a) Lien Law Covenant. This Mortgage is made subject to the trust fund provisions of Section 13 of the New York Lien Law. Mortgagor covenants that it shall receive all monies and advances secured by this Mortgage and shall hold the right to received such advances as a trust fund to be applied first for the purpose of paying the cost of improvement before using any part of the same for any other purpose.

(b) Commercial Use. This Mortgage does not cover real property principally improved or to be improved by one or more structures containing in the aggregate not more than six residential dwelling units each having their own separate cooking facilities.

(c) Application of New York Real Property Law Sections. The covenants and conditions in this Mortgage shall be construed as affording to Mortgagee rights additional to, and not exclusive of, the rights conferred under the provisions of New York Real Property Law Sections 254, 271, and 272. The following provisions of Real Property Law Section 254 shall, however, not apply to this Mortgage and the rights and obligations of the parties to this Mortgage: (1) subsection "4," covering the use and application of casualty and flood insurance proceeds; and (2) the portion of subsection "4-a" that begins with the word "however" and continues to the end of the paragraph. Any inconsistency between this Mortgage and New York Real Property Law Section 254, 271, or 272 shall be resolved in favor of this Mortgage.

(d) Payment of Transaction Taxes. Without in any way limiting Mortgagor's obligations hereunder with respect to payment of Taxes, Mortgagor shall pay, when and as due or assessed, whether on or after the date of this Mortgage, all of the following (collectively, the "Transaction Taxes"): (1) all mortgage recording tax that may from time to time be assessed or payable on this Mortgage, on any obligations secured by this Mortgage, on the recording of this Mortgage, or as a condition to its enforcement or with respect to any obligations secured by this Mortgage; and (2) all New York State real estate transfer taxes that may at any time be assessed or payable with respect to any conveyance or instrument of conveyance, or the recording of any such instrument, resulting from (or delivered in lieu of) Mortgagee's exercise of its rights and remedies under this Mortgage or applicable law; and (3) all interest, penalties, filing fees, and other charges assessed with respect to clauses (1) and (2) above. To the extent that Mortgagee pays any Transaction Taxes, or incurs any costs or expenses, including attorneys' fees, in responding to any audit request or inquires from any governmental authority relating to any Transaction Tax, Mortgagor shall reimburse Mortgagee for all such expenditures upon demand, the same shall bear interest at the Default Rate until paid, and shall be Obligations secured by this Mortgage. Mortgagor's obligations under this paragraph

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shall survive any foreclosure sale or other exercise of remedies by Mortgagee under this Mortgage.

(e) Maximum Amount of Principal Indebtedness. Notwithstanding anything to the contrary in this Mortgage, the maximum aggregate principal amount of indebtedness that is, or under any contingency may be, secured by this Mortgage (including Mortgagor's obligation to reimburse protective advances made by Mortgagee) either at execution or at any time thereafter (the "Secured Amount") is the sum of: (i) \$3,500,000.00 plus (ii) amounts that Mortgagee expends after an Event of Default to the extent that any such amounts shall constitute payment of (A) taxes, charges or assessments that may be imposed by law on the Mortgaged Property; (B) premiums on insurance policies covering the Mortgaged Property; (C) expenses incurred in upholding the lien of this Mortgage, including the expenses of any litigation to prosecute or defend the rights and lien created by this Mortgage; or (D) any amount, cost or charge to which Mortgagee becomes subrogated, on payment, whether under recognized principles of law or equity, or under express authority; then, and in each such event, such amounts or costs shall be secured by this Mortgage.

(f) Obligations Exclude Certain Facilities. Notwithstanding anything to the contrary in this Mortgage, the Obligations secured by this Mortgage shall not include (i) any obligation of Mortgagor under or relating to the Revolving Loans or any Letter of Credit, or (ii) any other principal indebtedness pursuant to which the First Lien Credit Agreement allow Borrower to repay and subsequently reborrow such principal indebtedness.

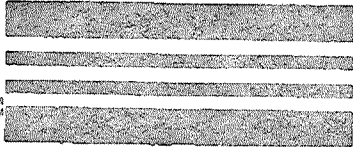
(g) Power of Sale. Upon the occurrence of an Event of Default, Mortgagee shall have the right to sell the Mortgaged Property, including, without limitation, by exercise of any and all rights and remedies available under Article 14 of the New York Real Property Actions and Proceedings Law (the "RPAPL"). Any deed or deeds executed and delivered in connection with the sale or sales of the Mortgaged Property pursuant to Article 14 of the RPAPL shall be in the form provided in Article 14 of the RPAPL.

(h) Notice Under Real Property Law Section 291-f. This Mortgage is intended to be, and shall operate as, the agreement described in New York Real Property Law Section 291-f and shall be entitled to the benefits afforded by that statute. Mortgagor shall, in each case pursuant to documents satisfactory to Mortgagee: (a) deliver the written notices described in New York Real Property Law Section 291-f to such tenants as Mortgagee shall require (consistent with New York Real Property Law Section 291-f); (b) direct each tenant that if Mortgagee instructs such tenant to do so, then such tenant shall pay its Rents to Mortgagee or as Mortgagee shall direct; and (c) take such other action, as Mortgagee may now or in the future require, to afford Mortgagee the full protections and benefits of New York Real Property Law Section 291-f. Mortgagor also

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authorizes Mortgagee to send any such notices and take any such other actions at any time without further joinder or confirmation by Mortgagor.

Ontario County Clerk



This Document has been recorded
This is NOT a bill

ONTARIO COUNTY CLERK'S OFFICE
CLERK'S RECORDING PAGE

Return To:

DEBEVOISE & PLIMPTON
919 THIRD AVENUE
MEW YORK NY 10022

MERIDIAN AUTOMOTIVE SYSTEMS-CO
MPOSITES OPERATIONS INC
CAMBRIDGE ACQUISITION CORP

CREDIT SUISSE FIRST BOSTON

Index MORTGAGE BOOK
Book 01627 Page 0759

No. Pages 0042

Instrument MORTGAGE

Date : 5/07/2004

Time : 3:09:21

Control # 200405070125

M/T # MT CV 000819

IN # IN 2004 006515

Employee ID COUNTER3 *lg*

MORTGAGE TAX

| | | | | |
|------------|----|-----------|------------------------|--------------|
| RECORDING | \$ | 132.00 | TAXABLE MORTGAGE AMT\$ | 3,500,000.00 |
| RECORDING | \$ | 2.00 | BASIC MORTGAGE TAX | \$ 17,500.00 |
| SURCHARGE | \$ | 4.75 | SPEC ADD'L MTG TAX | \$ 8,750.00 |
| SURCHARGE | \$ | 14.25 | | \$.00 |
| BASIC M/TX | \$ | 17,500.00 | | \$.00 |
| SPECL M/TX | \$ | 8,750.00 | Total | \$ 26,250.00 |
| | \$ | .00 | | |
| | \$ | .00 | | |
| | \$ | .00 | | |
| Total: | \$ | 26,403.00 | | |

STATE OF NEW YORK
ONTARIO COUNTY CLERK'S OFFICE

THIS SHEET CONSTITUTES THE CLERK'S ENDORSE-
MENT REQUIRED BY SECTION 316-A (5) AND
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. ** DO NOT DETACH **

JOHN H. COOLEY
COUNTY CLERK



200405070125

Notar Public

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12

**THIS INSTRUMENT WAS PREPARED BY,
AND AFTER RECORDING PLEASE RETURN TO:**

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10033
Attention: Bindi Dharia

Mortgage Recording Tax Payable:

\$ _____

SPACE ABOVE LINE FOR RECORDER'S USE ONLY

Meridian Automotive Systems - Composites Operations, Inc., a Delaware corporation
(formerly known as Cambridge Acquisition Corp., a Delaware corporation)
("Mortgagor")

to

Credit Suisse First Boston ("Mortgagee")

**Second Mortgage, Assignment of Leases and Rents,
Security Agreement and Fixture Filing**

April 21, 2004

This Second Mortgage, Assignment of Leases and Rents, Security Agreement of Fixture Filing dated April 21, 2004 does not cover real property principally improved or to be improved by one or more structures containing in the aggregate not more than six residential dwelling units each having their own separate cooking facilities.

This instrument affects real and personal property situated, lying and being in the City of Canandaigua, County of Ontario, State of New York, known as follows:

Tax Lots: 70.19-1-4.2, 70.19-1-3, 70.00-1-41.000
Street Address: 111 North Street, 203 North Street, 2640
Brickyard Avenue, Canandaigua, New
York

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SCHEDULES:

- A-1 Description of the Premises
- A-2 Description of Leased Land and Ground Lease
- B Leaschold Mortgage Provisions
- C State Specific Provisions

[New York]

SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") dated as of April ~~28~~, 2004 is made by MERIDIAN AUTOMOTIVE SYSTEMS - COMPOSITES OPERATIONS, INC., a Delaware corporation (formerly known as Cambridge Acquisition Corp., a Delaware corporation) ("Mortgagor"), whose address is 550 Town Center Drive, Suite 475, Dearborn, Michigan 48126, to CREDIT SUISSE FIRST BOSTON ("CSFB"), whose address is Eleven Madison Avenue, New York, New York, 10010, as Second Lien Administrative Agent and Second Lien Collateral Agent (CSFB, in such capacity, "Mortgagee"). References to this "Mortgage" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this instrument.

Background

A. Meridian Automotive Systems, Inc. ("Parent") has entered into that certain Second Lien Credit Agreement dated as of the date hereof (as the same may be amended, supplemented, restated, substituted, replaced, or otherwise modified from time to time, the "Second Lien Credit Agreement") among Parent, the several financial institutions from time to time parties thereto (the "Lenders"), Mortgagee, Goldman Sachs Credit Partners L.P., as Syndication Agent, and Credit Suisse First Boston and Goldman Sachs Credit Partners L.P., as Joint Book Managers and Joint Lead Arrangers. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Second Lien Credit Agreement, except that references in this Mortgage to "Lender Hedge Agreements" shall have the meaning ascribed thereto in the Second Lien Guarantee and Collateral Agreement. References in this Mortgage to the "Default Rate" shall mean the interest rate applicable pursuant to Section 2.13(c) of the Second Lien Credit Agreement.

B. Pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make extensions of credit to Parent in the aggregate principal amount not to exceed at any time One Hundred Seventy Five Million Dollars (\$175,000,000), excluding advances made to protect the lien of this Mortgage, upon the terms and subject to the conditions set forth therein. Additionally, certain of the Lenders and other Persons have entered into, and may enter into, Lender Hedge Agreements with Parent or its subsidiaries. Mortgagor will derive substantial direct and indirect benefit from the extensions of credit under the Second Lien Credit Agreement and from the Lender Hedge Agreements.

C. Mortgagor is the owner of fee simple title or has a valid leasehold, as applicable, in and to the Real Estate (as hereinafter defined).

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D. It is a condition precedent, among others, to the effectiveness of the Second Lien Credit Agreement and the obligations of the Secured Parties to make the Loans and other extensions of credit, and to enter into and maintain any Lender Hedge Agreement, that Mortgagor secure its obligations under the Second Lien Guarantee and Collateral Agreement and other Loan Documents to which Mortgagor is a party by executing and delivering this Mortgage.

Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees that to secure:

(a) the obligations guaranteed by Mortgagor pursuant to Section 2 of the Second Lien Guarantee and Collateral Agreement; and

(b) all obligations and liabilities of Mortgagor which may arise under or in connection with this Mortgage or any other Loan Document to which Mortgagor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise, including, without limitation, all fees and disbursements of counsel to any Agent or to the Secured Parties that are required to be paid by Mortgagor pursuant to the terms of this Mortgage or any other Loan Document to which Mortgagor is a party (all of the obligations described in paragraphs (a) and (b) are collectively referred to herein as the "Obligations");

MORTGAGOR HEREBY GRANTS TO MORTGAGEE A LIEN UPON AND A SECURITY INTEREST IN, AND HEREBY MORTGAGES AND BARGAINS, WARRANTS, GRANTS, ASSIGNS, TRANSFERS AND SETS OVER TO MORTGAGEE, FOR THE BENEFIT OF MORTGAGEE AND THE OTHER SECURED PARTIES:

(A) the plots, pieces and parcels of land more particularly described on Schedule A-1 hereto (the "Fee Land");

(B) all right, title and interest of Mortgagor in and to those certain leases more particularly described on Schedule A-2 hereto, as the same may be amended, renewed, modified, supplemented or extended from time to time (each, a "Ground Lease"), the leasehold estates created thereby in and to those certain plots, pieces and parcels of land more particularly described on Schedule A-2 (the "Leased Land"); the Fee Land and the Leased Land are hereinafter collectively referred to as the "Land"), and all present and future options of any kind, rights of first refusal, rights to renewal, privileges and other benefits of Mortgagor under

each Ground Lease (all of the foregoing collectively referred to as the "Leasehold Estate");

(C) all right, title and interest of Mortgagor in and to all buildings, structures and other improvements now or hereafter located on the Land (collectively, the "Improvements"; the Land, the Leasehold Estate, and the Improvements are hereinafter collectively referred to as the "Real Estate");

(D) all right, title and interest of Mortgagor in, to and under all easements, rights of way, strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, oil and gas rights, development rights, air rights, mineral rights and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(E) all right, title and interest of Mortgagor in and to all of the fixtures, chattels, business machines, machinery, apparatus, equipment, movable appliances, furnishings, fittings and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts, and accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (E) being referred to as the "Equipment");

(F) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Mortgagor or constructed,

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assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor;

(G) all right, title and interest of Mortgagor, as lessor, licensor, or sublessor, in, to and under all leases, subleases, underlettings, concession agreements, licenses and other occupancy agreements relating to the use or occupancy of the Real Estate or the Equipment, now existing or subsequently entered into by Mortgagor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Mortgagor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Mortgaged Property (as defined below) (collectively, the "Rents");

(H) all right, title and interest of Mortgagor in and to all trade names, trade marks, logos, copyrights, good will, and books and records relating to or used in connection with the operation of the Real Estate, the Leases, or the Equipment, and all general intangibles related to the operation of the Improvements, now existing or hereafter arising;

(I) all right, title and interest of Mortgagor in and to all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards, damages, and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or Equipment;

(J) to the extent not prohibited under the applicable contract, consent, license or other item unless the appropriate consent has been obtained, all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction, design, maintenance, repair, operation, management, sale or financing of the Real Estate or Equipment and all agreements relating to the purchase or lease of any portion of the Real Estate or any property which is

adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, entitlements, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or Equipment, (iii) all warranties and guaranties relating to the construction, completion, occupancy, use or operation of the Real Estate or Equipment, and (iv) all drawings, plans, specifications and similar or related items relating to the Real Estate;

(K) all right, title and interest of Mortgagor in and to any and all refunds of real estate taxes, monies now or subsequently on deposit for the payment of real estate taxes or special assessments against the Real Estate or for the payment of premiums on insurance policies covering the foregoing property or otherwise on deposit with or held by Mortgagee as provided in this Mortgage or the other Loan Documents; all capital, operating, reserve or similar accounts held by or on behalf of Mortgagor and related to the operation of the Mortgaged Property, whether now existing or hereafter arising; and all monies held in any of the foregoing accounts and any certificates or instruments related to or evidencing such accounts; and

(L) all proceeds, both cash and noncash, of the foregoing.

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (A) through (F) are collectively referred to as the "Premises", and those described in the foregoing clauses (A) through (L) are collectively referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby mortgaged unto Mortgagee, its successors and assigns, for the benefit of the Secured Parties, for the uses and purposes set forth, until the Obligations are fully paid and performed.

Terms and Conditions

Mortgagor further represents, warrants, covenants and agrees with Mortgagee as follows:

1. Warranty of Title. Mortgagor warrants that Mortgagor has good fee simple title or a valid leasehold estate, as applicable, in and to the Real Estate and good title to the remainder of the Mortgaged Property, subject only to Permitted Encumbrances and subject to the exceptions set forth in Schedule B of the title insurance policy or policies being issued to Mortgagee to insure the lien of this Mortgage (the "Permitted Exceptions"). This Mortgage creates valid, enforceable second priority liens and security

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interests against the Mortgaged Property. Mortgagor shall warrant, defend and preserve such title and the lien of the Mortgage thereon against all claims of all persons and entities. If any lien or security interest other than a Permitted Exception is asserted against the Mortgaged Property, Mortgagor shall promptly, at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or contest the same in compliance with the requirements of the Second Lien Credit Agreement.

2. Payment of Mortgagor Obligations. Mortgagor shall pay and perform the Obligations at the times and places and in the manner specified in the Loan Documents.

3. Covenants from Other Loan Documents. All of the covenants contained in the Second Lien Credit Agreement and Second Lien Guarantee and Collateral Agreement are incorporated herein by reference.

4. Additional Provisions Relating to Mortgaged Property.

(a) Mortgagor shall not, without the prior written consent of Mortgagee (which consent shall not be unreasonably withheld), (i) initiate or support any zoning reclassification of the Mortgaged Property, seek any variance under existing zoning ordinances applicable to the Mortgaged Property or use or permit the use of the Mortgaged Property in a manner which would result in such use becoming a non-conforming use under applicable zoning ordinances, (ii) modify or amend any of the Permitted Exceptions or any easements or appurtenances constituting part of the Mortgaged Property, (iii) impose any restrictive covenants or encumbrances upon the Mortgaged Property, execute or file any subdivision plat affecting the Mortgaged Property or consent to the annexation of the Mortgaged Property to any municipality, or (iv) permit or suffer the Mortgaged Property to be used by the public or any person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement.

(b) Mortgagor represents and warrants that (i) the Mortgaged Property is served by all utilities required for the current use thereof; (ii) to Mortgagor's knowledge, there is access to the Mortgaged Property from public roads or by perpetual private or public easement; (iii) there is no condemnation or similar proceeding pending or, to Mortgagor's knowledge, threatened affecting any part of the Mortgaged Property that might materially adversely affect the Mortgaged Property; and (iv) the Permitted Exceptions do not materially interfere with the current use, enjoyment, occupancy or operation of the Mortgaged Property.

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5. Casualty and Condemnation.

(a) Mortgagor assigns to Mortgagee all awards and compensation to which it is or becomes entitled for any condemnation or other taking, or any conveyance in lieu thereof, with respect to the Mortgaged Property, and Mortgagor authorizes Mortgagee to collect and receive such awards, damages and other compensation arising from any such condemnation and to give proper receipts and acquittances therefor. Promptly upon obtaining knowledge of any pending proceedings for the condemnation of the Mortgaged Property, Mortgagor shall notify Mortgagee thereof. Mortgagee may participate in any such proceedings, and Mortgagor from time to time shall execute and deliver to Mortgagee all instruments requested by Mortgagee that may be required to permit such participation. Mortgagor shall, at its expense, diligently prosecute any such proceedings, shall deliver to Mortgagee copies of all papers served in connection therewith and shall consult and cooperate with Mortgagee, its attorneys and agents, in the carrying on and defense of any such proceedings. No settlement of any such proceeding shall be made by Mortgagor without Mortgagee's consent which shall not be unreasonably withheld or delayed. Effective upon the occurrence and during the continuance of an Event of Default, Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact, which appointment is irrevocable and shall be deemed to be coupled with an interest, to prosecute and settle any such proceedings, in Mortgagor's name and stead, as well as to collect and receive such awards and endorse any checks in respect thereof. Unless otherwise instructed by Mortgagee and so long as the remaining Mortgaged Property is useable for its then current purpose, Mortgagor shall promptly make all necessary repairs to and replacements of the Mortgaged Property, regardless of whether the condemnation award, if any, shall be sufficient for the purpose or shall be available therefor in accordance with the terms hereof.

(b) Mortgagor assigns to Mortgagee all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property, and Mortgagor authorizes Mortgagee to collect and receive such proceeds and authorizes and directs the issuer to each of such insurance policies to make payment for all such losses directly to Mortgagee, instead of to Mortgagor or to Mortgagor and Mortgagee jointly. In the event of any damage to or loss or destruction of the Mortgaged Property, Mortgagor shall (i) promptly notify Mortgagee of such event, (ii) to the extent commercially reasonable to do so, take such steps as shall be necessary to preserve any undamaged portion of the Mortgaged Property, and (iii) to the extent the failure to do so would reasonably be expected to have a Material Adverse Effect, promptly commence and diligently pursue to completion the restoration, replacement and rebuilding of the Mortgaged Property to substantially the condition of the Mortgaged Property affected thereby immediately prior to such damage, loss or destruction, regardless of whether the insurance proceeds, if any, shall be sufficient for such purpose or shall be available therefor in accordance with the terms hereof. Mortgagor shall, at its own expense, diligently make proof of loss and prosecute any claim to recover insurance proceeds and deliver to Mortgagee copies of all

claims filed in connection therewith. Mortgagee may make proof of loss if not made promptly by Mortgagor and shall have the right to participate in any negotiations or litigation regarding such claim. No adjustment or settlement of any such claim shall be made by Mortgagor without Mortgagee's consent, which shall not be unreasonably withheld or delayed. Upon the occurrence and during the continuance of an Event of Default, Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact, which appointment is irrevocable and shall be deemed to be coupled with an interest, to make proof of loss and to prosecute, adjust and settle any claim to recover insurance proceeds, in Mortgagor's name and stead, as well as to collect and receive such proceeds and endorse any checks in respect thereof.

(c) Notwithstanding any condemnation, loss, damage or destruction referred to in this Section, Mortgagor shall continue to pay and perform the Obligations as provided herein. Any reduction in the Obligations resulting from any application of insurance proceeds or condemnation award to payment of the Obligations shall be deemed to take effect only on the date of receipt thereof by Mortgagee and such application. If prior to the receipt by Mortgagee of such insurance proceeds or condemnation award the Mortgaged Property shall have been sold pursuant to foreclosure of this Mortgage or shall have been transferred by deed in lieu of foreclosure of this Mortgage, Mortgagee shall have the right to receive the same to the extent of any deficiency found to be due upon such sale or transfer.

6. Restoration. The provisions of this Section 6 shall apply only after such time as the Discharge of First Lien Obligations (as defined in the Senior Intercreditor Agreement) has occurred. Notwithstanding anything to the contrary in Sections 5(a) and (b) and subject to the last sentence of this paragraph, (a) insurance proceeds and condemnation awards in respect of the Mortgaged Property shall be applied first to reimburse Mortgagee for all reasonable costs and expenses, including appraiser and attorneys' fees and disbursements, incurred in connection with the collection of such insurance proceeds and condemnation awards, and (b) all such insurance proceeds or condemnation awards remaining after Mortgagee is so reimbursed ("Restoration Funds") shall be applied as provided in Section 2.11(c) of the Second Lien Credit Agreement. To the extent Restoration Funds are available in accordance with Section 2.11(c) of the Second Lien Credit Agreement for the repair, restoration or replacement (collectively, a "Restoration") of the Mortgaged Property, such funds shall be held by (i) Mortgagor, if the aggregate of all Restoration Funds do not exceed \$5,000,000 and (ii) Mortgagee, in all other cases. Restoration Funds so held by Mortgagee shall be maintained in a Collateral Account subject to the Second Lien Guarantee and Collateral Agreement and disbursed to Mortgagor for Restoration of the Mortgaged Property upon receipt by Mortgagee of an officer's certificate, in form and substance reasonably satisfactory to the Mortgagee, to the effect that no Default or Event of Default has occurred and is continuing and that such Restoration Funds are to be promptly applied to such Restoration in compliance with the conditions set forth in Section 2.11(c) of the Second

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Lien Credit Agreement. Any Restoration Funds remaining after completion of the Restoration, or after expiration of the time period for Restoration provided in the Second Lien Credit Agreement, shall be applied by Mortgagee to the prepayment of Loans in accordance with Section 2.11(c) of the Second Lien Credit Agreement. Notwithstanding the foregoing, at any time that an Event of Default has occurred and is continuing, all Restoration Funds shall be paid to and held by Mortgagee for application in accordance with Section 6.5 of the Second Lien Guarantee and Collateral Agreement.

7. [Intentionally Omitted].

8. Mortgagee's Advances. If Mortgagor shall default in any of its obligations hereunder and subject to the terms of the Senior Intercreditor Agreement, Mortgagee shall have the right, without notice to Mortgagor, to advance all or any part of amounts owing or to perform any or all actions necessary to protect the Mortgaged Property or Mortgagee's interest therein. No such advance or performance shall be deemed to have cured such default by Mortgagor or any Event of Default with respect thereto. All sums advanced and all expenses incurred by Mortgagee in connection with such advances or actions, and all other sums advanced or expenses incurred by Mortgagee hereunder or under applicable law (whether required or optional and whether indemnified hereunder or not) shall be part of the Obligations, shall bear interest at the Default Rate from the date so advanced or so incurred and shall be secured, together with interest thereon, by this Mortgage. To the extent that any part of the Obligations is used to pay indebtedness secured by any Permitted Exception or other outstanding lien, security interest, charge or prior encumbrance against the Mortgaged Property or to pay in whole or in part the purchase price therefor, Mortgagee shall be subrogated to any and all rights, security interests and liens held by any owner or holder of the same, whether or not the same are released. In consideration of such payment by Mortgagee, Mortgagor shall and hereby does waive and release all demands, defenses and causes of action for offsets and payments with respect to the same effective upon such payment.

9. Events of Default. Any Event of Default under the Second Lien Credit Agreement shall constitute an Event of Default under this Mortgage, and upon acceleration of the indebtedness evidenced by the Second Lien Credit Agreement and the Notes in the manner set forth therein, all Obligations shall immediately become due and payable without further notice or demand.

10. Remedies. Subject to the terms of the Senior Intercreditor Agreement, upon the occurrence of any Event of Default, in addition to any other rights and remedies Mortgagee may have pursuant to the Loan Documents or as provided by law, Mortgagee may immediately take such actions, personally or by its agents or attorneys, without notice, demand presentment or protest (each of which is hereby waived), as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be

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pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(a) institute a proceeding or proceedings, judicial or otherwise, for the complete or partial foreclosure of this Mortgage under any applicable provision of law; or

(b) sell the Mortgaged Property, and all estate, right, title, interest, claim and demand of Mortgagor therein, and all rights of redemption thereof, at one or more sales, as an entirety or in parcels, with such elements of real and/or personal property, and at such time and place and upon such terms as it may deem expedient, or as may be required by applicable law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien and security interest on the remaining portion of the Mortgaged Property; or

(c) institute an action, suit or proceeding in equity for the specific performance of any of the provisions contained in this Mortgage; or

(d) apply for the appointment of a receiver, custodian, trustee, liquidator or conservator of the Mortgaged Property, to be vested with the fullest powers permitted under applicable law, as a matter of right and without regard to, or the necessity to disprove, the adequacy of the security for the Obligations or the solvency of Mortgagor or any other person liable for the payment of the Obligations and without notice to Mortgagor or any other person, and Mortgagor and each other person so liable waives or shall be deemed to have waived such necessity and consents or shall be deemed to have consented to such appointment and further waives any requirement of notice of appointment of a receiver or any requirement that a receiver post a bond; or

(e) enter upon the Mortgaged Property, and exclude Mortgagor and its agents and servants wholly therefrom, without liability for trespass, damages or otherwise, and take possession of all books, records and accounts relating thereto, and Mortgagor agrees to surrender possession of the Mortgaged Property and of such books, records and accounts to Mortgagee on demand after the happening of any Event of Default; and having and holding the same Mortgagee may use, operate, manage, preserve, control and otherwise deal therewith and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers, without interference from Mortgagor (including, without limitation, (i) making, canceling, enforcing or modifying Leases; (ii) obtaining and evicting tenants; (iii) fixing or modifying rents; (iv) insuring or reinsuring the Mortgaged Property, (v) making all necessary or proper repairs,

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renewals, replacements, alterations, additions, betterments and improvements thereto and thereon, and (vi) exercising all other rights and powers of Mortgagor with respect to the Mortgaged Property); or

(f) with or without the entrance upon the Mortgaged Property, collect, receive, sue for and recover in its own name all Rents and cash collateral derived from the Mortgaged Property, and after deducting therefrom all costs, expenses and liabilities of every character incurred by Mortgagee in collecting the same and in using, operating, managing, preserving and controlling the Mortgaged Property, and otherwise in exercising Mortgagee's rights under subsection (c) of this Section, including all amounts necessary to pay Impositions, insurance premiums and other charges in connection with the Mortgaged Property, as well as compensation for the services of Mortgagee and its attorneys, agents and employees, to apply the remainder as provided in Section 13; or

(g) release any portion of the Mortgaged Property for such consideration as Mortgagee may require without, as to the remainder of the Mortgaged Property, in any way impairing or affecting the lien or priority of this Mortgage, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the Obligations shall have been reduced by the actual monetary consideration, if any, received by Mortgagee for such release and applied to the Obligations, and may accept by assignment, pledge or otherwise any other property in place thereof as Mortgagee may require without being accountable for so doing to any other lienholder; or

(h) take all actions permitted under the Uniform Commercial Code as in effect from time to time in the jurisdiction in which the Mortgaged Property is located; or

(i) take any other action, or pursue any other right or remedy, as Mortgagee may have under applicable law, and Mortgagor does hereby grant the same to Mortgagee.

Neither the enforcement of any of the remedies under this Section, the assignment of Leases and Rents under Section 19, the security interests granted under Section 17, nor any other remedies granted to Mortgagee hereunder or under any other Loan Document, at law or in equity, shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Mortgaged Property.

11. Rights Pertaining to Sales. Subject to the provisions or other requirements of law and except as otherwise provided herein, the following provisions shall apply to any sale or sales of all or any portion of the Mortgaged Property under or by virtue of

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Section 10, whether made under the power of sale herein granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale:

(a) Mortgagee may conduct any number of sales from time to time. The power of sale set forth in Section 10(b) shall not be exhausted by any one or more such sales as to any part of the Mortgaged Property which shall not have been sold, nor by any sale which is not completed or is defective in Mortgagee's opinion, until the Obligations shall have been paid in full.

(b) Any sale may be postponed or adjourned by public announcement at the time and place appointed for such sale or for such postponed or adjourned sale without further notice. Without limiting the foregoing, in case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry or otherwise, and such proceedings have been discontinued or abandoned for any such reason or shall have been determined adversely to Mortgagee, then in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had been instituted.

(c) After each sale, Mortgagee or an officer of any court empowered to do so shall execute and deliver to the purchaser or purchasers at such sale a good and sufficient instrument or instruments granting, conveying, assigning and transferring all right, title and interest of Mortgagor in and to the property and rights sold and shall receive the proceeds of said sale or sales and apply the same as herein provided. Mortgagee is hereby appointed the true and lawful attorney-in-fact of Mortgagor, which appointment is irrevocable and shall be deemed to be coupled with an interest, in Mortgagor's name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the property and rights so sold, and for that purpose Mortgagee may execute all necessary instruments of conveyance, assignment, transfer and delivery, and may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that said attorney or such substitute or substitutes shall lawfully do by virtue thereof. Nevertheless, Mortgagor, if requested by Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to Mortgagee or such purchaser or purchasers all such instruments as may be advisable, in Mortgagee's judgment, for the purposes as may be designated in such request.

(d) The receipt of Mortgagee for the purchase money paid at any such sale, or the receipt of any other person authorized to receive the same, shall be sufficient discharge therefor to any purchaser of any property or rights sold as aforesaid, and no such purchaser, or its representatives, grantees or assigns, after paying such purchase price and receiving such receipt, shall be bound to see to the application of such purchase price or any part thereof upon or for any trust or

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purpose of this Mortgage or, in any manner whatsoever, be answerable for any loss, misapplication or nonapplication of any such purchase money, or part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

(e) Any such sale or sales shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and any and all persons claiming or who may claim the same, or any part thereof or any interest therein, by, through or under Mortgagor to the fullest extent permitted by applicable law.

(f) Upon any such sale or sales, Mortgagee may bid for and acquire the Mortgaged Property and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the Obligations the amount of the bid made therefor, after deducting therefrom the expenses of the sale, the cost of any enforcement proceeding hereunder, and any other sums which Mortgagee is authorized to deduct under the terms hereof, to the extent necessary to satisfy such bid.

(g) In the event that Mortgagor, or any person claiming by, through or under Mortgagor, shall transfer or refuse or fail to surrender possession of the Mortgaged Property after any sale thereof, then Mortgagor, or such person, shall be deemed a tenant at sufferance of the purchaser at such sale, subject to eviction by means of forcible entry and unlawful detainer proceedings, or subject to any other right or remedy available hereunder or under applicable law.

(h) Upon the foreclosure of this Mortgage, any leases then existing shall not be destroyed or terminated as a result of such foreclosure unless Mortgagee or any purchaser at a foreclosure sale shall so elect by notice to the lessee in question.

12. Expenses. In any proceeding, judicial or otherwise, to foreclose this Mortgage or enforce any other remedy of Mortgagee under the Loan Documents, there shall be allowed and included as an addition to and a part of the Obligations in the decree for sale or other judgment or decree all reasonable expenditures and expenses which may be paid or incurred in connection with the exercise by Mortgagee of any of its rights and remedies provided or referred to in Section 10, or any comparable provision of any other Loan Document, together with interest thereon at the Default Rate from the date such expense is incurred, and the same shall be part of the Obligations and shall be secured by this Mortgage.

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13. Application of Sales Proceeds and Rents. Subject to the terms of the Senior Intercreditor Agreement, any and all proceeds of any sale of, and the Rents and other amounts generated by, the Mortgaged Property, together with any other sums that may be held by Mortgagee hereunder (or a receiver, if one is appointed), shall be applied in the following order of priority, unless otherwise required by applicable law or by the Senior Intercreditor Agreement:

FIRST, to the payment of the costs and expenses of enforcing and exercising Mortgagee's rights and remedies under the Loan Documents, including (a) reasonable costs and expenses of taking possession of, and holding, using, leasing, repairing, improving and selling, the Mortgaged Property, (b) trustee's and receiver's fees and expenses, (c) court costs, (d) reasonable fees and disbursements of attorneys, accountants and appraisers, and (e) reasonable costs of advertisement; together with interest thereon at the Default Rate from the date such expenses were incurred;

SECOND, to the payment of all other Obligations in such manner and order as Mortgagee shall elect; and

THIRD, to Mortgagor or its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

14. Additional Provisions as to Remedies.

(a) Subject to the terms of the Senior Intercreditor Agreement, without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Obligations, Mortgagee may, from time to time and without notice, agree to (i) release any person liable for the Obligations, (ii) extend the maturity or alter any of the terms of the Loans or any guaranty thereof, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

(b) Neither the acceptance of this Mortgage nor its enforcement, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may determine in its absolute discretion.

(c) No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Mortgagee or to which it may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee.

(d) No action by Mortgagee in the enforcement of any rights or remedies under this Mortgage or any other Loan Document or otherwise at law or equity shall be deemed to cure any Event of Default.

(e) If Mortgagee shall have proceeded to invoke any right or remedy permitted under the Loan Documents, Mortgagee shall have the unqualified right thereafter to elect to discontinue or abandon such right or remedy for any reason, and in such event Mortgagor and Mortgagee shall be restored to their former positions with respect to the Obligations, the Loan Documents, the Mortgaged Property, and otherwise, and the rights and remedies of Mortgagee shall continue as if the right or remedy had not been invoked, but no such discontinuance or abandonment shall waive any Event of Default that may then exist or the right of Mortgagee thereafter to exercise any right or remedy under the Loan Documents for such Event of Default.

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15. Mortgagor's Waiver of Rights. To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisalment before sale of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt, (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process, and (iv) any right to a marshalling of assets. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor shall not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisalment, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created. To the fullest extent of the law, Mortgagor hereby waives any defense to the recovery by Mortgagee against Mortgagor or the Mortgaged Property of any deficiency after a nonjudicial sale.

16. Cross-Collateralization. Mortgagor acknowledges that the Obligations are secured by, among other things, this Mortgage together with additional mortgages, deeds of trust or similar security instruments, as the case may be, all as more specifically set forth in the Second Lien Credit Agreement (together with their respective documents securing or evidencing the Obligations, the "Additional Mortgages") and encumbering the additional properties (the "Additional Properties"), all as more specifically set forth in the Second Lien Credit Agreement. Upon the occurrence of an Event of Default, Mortgagee shall have the right to institute a proceeding or proceedings for the total or partial foreclosure of this Mortgage and any or all of the Additional Mortgages whether by court action, power of sale or otherwise, under any applicable provision of law, for all of the Obligations or any portion of the Obligations allocated to the Mortgaged Property in the Second Lien Credit Agreement, and the lien and the security interest created by the Additional Mortgages shall continue in full force and effect without loss of priority as a lien and security instrument securing the payment of that portion of the Obligations then due and payable but still outstanding. Mortgagor acknowledges and agrees that the Mortgaged Property and the Additional Properties are located in one or more States and counties, and therefore Mortgagee shall be permitted, subject to the terms of the Second Lien Credit Agreement, to enforce payment of the Obligations and the performance of any term, covenant or condition of this Mortgage, the other Loan Documents, or the Additional Mortgages and exercise any and all rights and remedies under this Mortgage, the other Loan Documents, or the Additional Mortgages, or as provided by law or at equity, by one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Mortgagee, in its sole discretion, in any one or more of the States or

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counties in which the Mortgaged Property or any of the Additional Properties is located. Neither the acceptance of this Mortgage, the other Loan Documents, or the Additional Mortgages nor the enforcement thereof in any one State or county, whether by court action, foreclosure, power of sale or otherwise, shall prejudice or in any way limit or preclude enforcement by court action, foreclosure, power of sale or otherwise, of this Mortgage, the other Loan Documents, or any Additional Mortgages through one or more additional proceedings in that State or county or in any other State or county. Without limitation of the foregoing, in the event of a foreclosure of this Mortgage, the indebtedness evidencing the Obligations shall not be deemed merged into any judgment of foreclosure and instead shall remain outstanding, except to the extent the proceeds of any foreclosure sale are applied to payment of such indebtedness.

17. Security Agreement Under Uniform Commercial Code.

(a) It is the intention of the parties hereto that this Mortgage shall constitute a "security agreement" within the meaning of the Uniform Commercial Code (the "UCC") of the State in which the Mortgaged Property is located. The Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Mortgaged Property. By executing and delivering this Mortgage, Mortgagor has granted and hereby grants to Mortgagee, as security for the Obligations, a security interest in the Mortgaged Property to the full extent that the Mortgaged Property may be subject to the UCC (the portion of the Mortgaged Property so subject to the UCC being referred to in this paragraph as the "Personal Property"). If an Event of Default shall occur, Mortgagee shall have any and all rights and remedies granted to a secured party upon default under the UCC, including the right to take possession of the Personal Property or any part thereof and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Personal Property. Upon request or demand of Mortgagee, Mortgagor shall at its expense assemble the Personal Property and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Any notice of sale, disposition or other intended action of Mortgagee with respect to the Personal Property sent to Mortgagor in accordance with the provisions hereof at least ten (10) days prior to such action shall constitute commercially reasonable notice to Mortgagor.

(b) Pursuant to applicable law, Mortgagor authorizes Mortgagee to file or record financing statements, continuation statements, and other filing or recording documents or instruments with respect to the Personal Property or fixtures without the signature of Mortgagor in such form and in such offices as the Mortgagee reasonably determines appropriate to perfect the security interests of Mortgagee under this Mortgage. Mortgagor hereby ratifies and authorizes the filing by Mortgagee of any financing statement with respect to such Mortgaged Property made prior to the date hereof.

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18. Fixture Filing. A portion of the Mortgaged Property is or is to become fixtures upon the Real Estate. The filing of this Mortgage in the real estate records of the county in which the Mortgaged Property is located shall also operate from the time of filing as a "fixture filing" within the meaning of Section 9-102(a)(40) of the UCC with respect to all portions of the Mortgaged Property that are or are to become fixtures related to the Real Estate. For such purpose, Mortgagee is the record owner of the Real Estate, Mortgagor is the secured party and Mortgagee is the debtor, their respective addresses are set forth in the preamble to this Mortgage, and Mortgagee's organizational number is 32-09213.

19. Assignment of Leases and Rents.

(a) In furtherance of and in addition to the assignment made by Mortgagee in the granting clauses of this Mortgage, Mortgagee hereby irrevocably and absolutely grants, transfers and assigns to Mortgagor the Leases and Rents. The foregoing grant, transfer and assignment is a present and absolute assignment and not merely the passing of a security interest. Such assignment shall continue in effect until the Obligations are paid in full. Mortgagee also grants to Mortgagor the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property or any part thereof, and to apply the Rents on account of the Obligations. So long as no Event of Default shall have occurred and be continuing, Mortgagee shall have a license from Mortgagor to exercise all rights granted to the landlord under the Leases, including the right to receive and collect all Rents. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, the license hereby granted shall automatically expire and terminate, without notice to Mortgagee by Mortgagor (any such notice being hereby expressly waived by Mortgagee to the extent permitted by law), and Mortgagee shall pay over to Mortgagor, or to any receiver appointed to collect the Rents, any lease security deposits and rent prepayments.

(b) Mortgagee hereby further grants to Mortgagor the right to notify the lessee under any Lease of the assignment thereof and, after the occurrence of an Event of Default, (i) to demand that such lessee pay all amounts due under such Lease directly to Mortgagee, (ii) to enter upon and take possession of the Mortgaged Property for the purpose of collecting the Rents, (iii) to dispossess by the usual summary proceedings any lessee defaulting in the payment thereof, (iv) to let the Mortgaged Property, or any part thereof, and (v) to apply the Rents, after payment of all necessary charges and expenses, on account of the Obligations. Mortgagee hereby irrevocably authorizes and directs each lessee under any Lease to rely upon any such notice. Nothing contained in this Section shall be construed to bind Mortgagee to the performance of any of the covenants, conditions or provisions contained in any Lease or otherwise to impose any obligation on Mortgagee thereunder, except that Mortgagee shall be accountable for any Rents actually received pursuant to such assignment. Mortgagee shall not modify, amend, terminate or

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consent to the cancellation, surrender, assignment of any Lease if any modification, amendment, termination or assignment would have a Material Adverse Effect (it being understood that the preceding portions of this sentence shall not apply to the expiration of any Lease by its terms). Mortgagor shall not accept prepayments of installments of Rent to become due for a period of more than one month in advance (except for security deposits and estimated payments of percentage rent, if any). The collection of Rents by Mortgagee shall in no way waive the right of Mortgagee to foreclose this Mortgage in the event of any default. Mortgagor shall furnish to Mortgagee, within thirty (30) days after a request by Mortgagee to do so, a written statement containing the names of all lessees, sublessees and concessionaires of the Mortgaged Property, the terms of any Lease, the space occupied, the rentals or license fees payable thereunder, whether each such lessee is in default under its Lease and if so, the nature thereof.

(c) Mortgagor acknowledges that Mortgagee has taken all actions necessary to obtain, and that upon recordation of this Mortgage Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, second priority, present assignment of the Rents. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "Bankruptcy Code"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking another affirmative action. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (i) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (ii) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case under the Bankruptcy Code and to all amounts paid as Rents, and (iii) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

20. Changes in Method of Taxation. In the event of the passage after the date hereof of any law of any Governmental Authority deducting from the value of the Premises for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured thereby for federal, state or local purposes, or the manner of collection of any such taxes, and imposing a tax, either directly or indirectly, on mortgages or debts secured thereby, the holder of this Mortgage shall have the right to declare the Obligations due on a date to be specified by not less than thirty (30) days' written notice to be given to Mortgagor unless within such thirty (30) day period Mortgagor shall assume as an Obligation hereunder the payment of any tax so imposed until full payment of the Obligations and such assumption shall be permitted by law. Mortgagor shall not claim, demand or be entitled to receive any credit or credits toward the satisfaction of this Mortgage or on any interest payable thereon for any taxes

assessed against the Mortgaged Property or any part thereof, and shall not claim any deduction from the taxable value of the Mortgaged Property by reason of this Mortgage.

21. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been sufficiently given or served when made in accordance with Section 9.2 of the Second Lien Guarantee and Collateral Agreement.

22. Matters to Be in Writing. This Mortgage (or any provision hereof) cannot be altered, amended, modified, terminated, waived, released or discharged except in a writing signed by the party against whom enforcement is sought.

23. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding anything contained in this Mortgage or in any Loan Document, the obligations of Mortgagor and of any other obligor under the Loan Documents shall be subject to the limitation that Mortgagee shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Mortgagee.

24. No Third Party Beneficiary; Covenants Run with the Land; Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of Mortgagee and its successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Mortgagee at any time if in its sole discretion it deems such waiver advisable. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrances and tenants of the Mortgaged Property, and shall inure to the benefit of Mortgagee, its successors and assigns.

25. Relationship of Mortgagee and Mortgagor. The relationship between Mortgagor and Mortgagee created hereunder is that of creditor/debtor. Mortgagee does not owe any fiduciary duty or special obligation to Mortgagor or any of Mortgagor's officers, partners, agents, or representatives. Nothing herein is intended to create a joint venture, partnership, tenancy-in-common or joint tenancy relationship between Mortgagor and Mortgagee.

26. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee,

Ontario County

notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Acceptance of any payment after the occurrence of any default or Event of Default shall not be deemed a waiver or a cure of such default or Event of Default, and acceptance of any payment less than any amount then due shall be deemed an acceptance on account only.

27. Governing Law. The law of the state in which the Mortgaged Property is located shall govern the creation, perfection, priority, validity and enforcement of the lien of this Mortgage. All other provisions of this Mortgage, including those terms and conditions contained in the Second Lien Credit Agreement, the Second Lien Guarantee and Collateral Agreement and other Loan Documents that are incorporated herein by reference, and the resolution of issues arising under the Second Lien Credit Agreement and other Loan Documents to the extent such resolution is necessary to the interpretation of this Mortgage, shall be construed in accordance with and governed by the law of the State of New York. Notwithstanding anything to the contrary in the foregoing, Mortgagee's right to obtain a deficiency judgment against Mortgagor or any other persons liable for the Obligations shall be governed by New York law. For purposes of the preceding sentence, Mortgagor and Mortgagee acknowledge and intend that under New York law, New York Real Property Actions and Proceedings Law Sections 1301 and 1371 do not apply in any way to, and do not limit, condition, or otherwise restrict, the exercise of Mortgagee's rights and remedies to the extent that the Mortgaged Property or any Additional Properties are located outside the State of New York.

28. Sole Discretion of Mortgagee. Whenever Mortgagee's judgment, consent or approval is required hereunder for any matter, or Mortgagee shall have an option or election hereunder, such judgment, the decision whether or not to consent to or approve the same or the exercise of such option or election shall be in the sole discretion of Mortgagee, except as otherwise expressly provided herein.

29. Construction of Provisions. The following rules of construction shall be applicable for all purposes of this Mortgage and all documents or instruments supplemental hereto, unless the context otherwise requires:

(a) All references herein to numbered Articles or Sections or to lettered Schedules or Exhibits are references to the Articles and Sections hereof and the Exhibits annexed to this Mortgage, unless expressly otherwise designated in context. All Article, Section, Schedule and Exhibit captions herein are used for reference only and in no way limit or describe the scope or intent of, or in any way affect, this Mortgage.

(b) The terms "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to".

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(c) The terms "Land", "Leaschold Estate", "Improvements", "Equipment", "Mortgaged Property," "Real Estate," and "Premises" shall be construed as if followed by the phrase "or any part thereof."

(d) The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of the Mortgagors shall be joint and several.

(e) The term "Obligations" shall be construed as if followed by the phrase "or any other sums secured hereby, or any part thereof".

(f) References herein to the "Second Lien Credit Agreement," the "Second Lien Guarantee and Collateral Agreement," the "Notes", the "Loan Documents," the "Senior Intercreditor Agreement," and the "Lender Hedge Agreements" shall mean the Second Lien Credit Agreement, the Second Lien Guarantee and Collateral Agreement, the Notes, the Loan Documents, the Senior Intercreditor Agreement, and the Lender Hedge Agreements, respectively, as in effect on the date hereof, and as the same may be amended, supplemented, restated, substituted, replaced or otherwise modified from time to time from and after the date hereof, including any of the foregoing that increases the principal amount or interest rate of the Obligations secured hereby.

(g) Words of masculine, feminine or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number, and vice versa.

(h) The term "person" shall include natural persons, firms, partnerships, corporations and any other public and private legal entities.

(i) All obligations of Mortgagor hereunder shall be performed and satisfied by or on behalf of Mortgagor at Mortgagor's sole cost and expense.

(j) No inference in favor of or against any party shall be drawn from the fact that such party has drafted any portion hereof.

30. Future Advances. This Mortgage secures not only existing indebtedness, but also future or additional advances made pursuant hereto or to the Second Lien Credit Agreement, whether such advances are obligatory or optional and whether such advances are readvances after payments permitted under the Second Lien Credit Agreement, to the same extent and with the same priority of lien as if such future advances or indebtedness were made on the date of execution of this Mortgage. All such future advances shall relate back to the date of execution of this Mortgage.

31. Receipt of Copy. Mortgagor acknowledges that it has received a true copy of this Mortgage.

32. Release. Upon payment in full of the Obligations, Mortgagee shall, as Mortgagor's sole expense, either (i) release and cause to be released such liens, grants, assignments, conveyances or security interests evidenced under this Mortgage and the other Loan Documents in due form at Mortgagor's cost, or (ii) assign or cause to be assigned to such party as Mortgagor shall request, in each case without representation or warranty of any kind, such liens, grants, security interests, conveyances and assignments. The Mortgaged Property may also be released as provided in Section 6.05 of the Second Lien Credit Agreement and as provided in Section 5.1 of the Senior Intercreditor Agreement.

33. Application of Payments: Reduction of Secured Amount. Notwithstanding anything to the contrary in this Mortgage, if at any time the aggregate principal amount of the Obligations secured by this Mortgage (the principal amount secured by this Mortgage being the "Secured Amount") is less than the aggregate outstanding principal amount of the Loans, then any payments or repayments by Mortgagor or any other obligor on account of the Loans shall not be deemed to be applied against, or to reduce, the Secured Amount unless and until the Secured Amount equals the aggregate outstanding principal amount of the Loans. Such payments shall instead be applied first, and be deemed to reduce first, such portions of the Obligations that are not secured by this Mortgage. The Secured Amount shall be reduced by payments or repayments by Mortgagor or any other obligor on account of the Loans only after the aggregate outstanding principal amount of the Loans has been reduced to an amount equal to the Secured Amount.

34. Conflicts With Second Lien Credit Agreement or Second Lien Guarantee and Collateral Agreement. In the event of any conflict or inconsistency between the terms and provisions of this Mortgage and the terms and provisions of the Second Lien Credit Agreement or the Second Lien Guarantee and Collateral Agreement, the terms and provisions of the Second Lien Credit Agreement or the Second Lien Guarantee and Collateral Agreement, as the case may be, shall govern.

35. Senior Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Senior Intercreditor Agreement"), among the Company, the subsidiary guarantors party thereto, the First Lien Collateral Agent, the Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Senior Intercreditor

Agreement and this Mortgage, the terms of the Senior Intercreditor Agreement shall govern and control.

36. State Specific Provisions. The terms and conditions set forth in Schedule C attached hereto are made a part hereof and are incorporated into this Mortgage by reference. In the event of any conflict or inconsistency between the terms and conditions of Schedule C and the other provisions of this Mortgage, the terms conditions of Schedule C shall govern.

37. Leaschold Mortgage Provisions. If the Mortgaged Property includes a Leaschold Estate, the terms and conditions set forth in Schedule B attached hereto are made a part hereof and are incorporated into this Mortgage by reference.

38. Time of the Essence. With regard to all dates and time periods set forth in this Mortgage, time is of the essence.

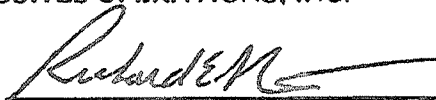
[Signature Pages Follow]

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This Mortgage has been duly executed by Mortgagor on the date first above written.

MERIDIAN AUTOMOTIVE SYSTEMS -
COMPOSITES OPERATIONS, INC.

By:



Name: Richard E. Newsted

Title: Vice President and Treasurer

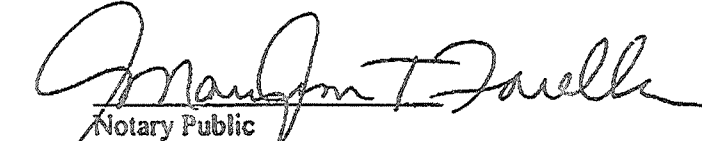
Ontario County

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 27th day of April in the year 2004, before me, the undersigned, personally appeared Richard E. Newsted, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

MARYANN T. FARELLA
NOTARY PUBLIC, State of New York
No. 03-4782737
Qualified in Westchester County
Commission Expires Feb. 28, 2006

SCHEDULE A-1

Description of the Fee Land

**[Attach Legal Description of all parcels; include
municipal tax assessment identification numbers
and street address]**

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①6 Canandaigua

Schedule A-1

Parcel 1 - 111 North Street

City of Canandaigua

Beginning at a point on the south right-of-way line of North Street said point being located 1550.12 feet westerly from the west line of Main Street as measured along said south right-of-way line of North Street; Thence

S33°13'53"E, a distance of 753.60 feet to a point; thence
N62°29'47"E, a distance of 275.00 feet to a point; thence
S27°20'13" E, a distance of 759.00 feet to a point; thence
S62°34'17"W, a distance of 440.56 feet to a point; thence
N38°37'53"W, a distance of 1,537.16 feet to a point on south right-of-way line of North Street; thence
N62°29'47"E, along said south right-of-way line of North Street a distance of 389.22 feet to the point and place of beginning. Containing 15.069 acres of land, more or less.

Parcel 2 - 203 North Street

City of Canandaigua

Beginning at a point on the south right-of-way line of North Street said point being located 1939.34 feet westerly from the west line of Main Street as measured along said south right-of-way line of North Street; thence

S38°37'52"E, a distance of 764.21 feet to a point; thence
S62°29'47"W, a distance of 542.77 feet to a point; thence
N77°44'52"W, a distance of 350.53 feet to a point; thence
N50°20'56"W, a distance of 218.92 feet to a point; thence
N32°33'19"W, a distance of 325.41 feet to a point on said south right-of-way line of North Street; thence
N62°49'02"E, and along said south right-of-way line of North Street a distance of 39.14 feet to a point; thence
N62°29'47"E, and continuing along said south right-of-way line of North Street a distance of 739.27 feet to the point and place of beginning. Containing 12.955 acres of land, more of less.

Parcel 3 - 2640 Brickyard Rd.

Town of Canandaigua

11/15/01

...that certain plot, piece or parcel of land, situate, lying and being in the Town of Canandaigua, County of Ontario and State of New York and being more particularly described as follows:

Beginning at the intersection of the westerly line of Brickyard Road and the northerly line of North Street; thence South 73 degrees 21 minutes 04 seconds West in the Northerly line of North Street a distance of 359.29 feet to a point; thence North 48 degrees 27 minutes 26 seconds West in the easterly line of lands now or formerly owned by the Owasco River Railway, Inc. as filed in the Ontario County Clerk's Office in Liber 784 of Deeds at page 395, a distance of 162.76 feet to a point; thence North 49 degrees 42 minutes 06 seconds West in the easterly line of said lands owned by Owasco River Railway a distance of 350 feet to a point; thence North 52 degrees 36 minutes 56 west in the easterly line of said lands owned by Owasco River Railway, Inc. a distance of 344.60 feet to a point; thence North 55 degrees 42 minutes 56 seconds West in the easterly line of said lands owned by Owasco River Railway, Inc. a distance of 198.17 feet to a point; thence North 58 degrees 43 minutes 56 seconds West in the easterly line of Owasco River Railway, Inc. a distance of 57.07 feet to an iron pipe; thence North 73 degrees 29 minutes 04 seconds East in the southerly line of said lands owned by Walter Kurzejeski as filed in the Ontario County Clerk's Office in Liber 874 of Deeds at page 93 and Liber 672 of Deeds at page 316, a distance of 281.72 feet to a point in the centerline of Brickyard Road; thence South 59 degrees 49 minutes 56 seconds East in the centerline of Brickyard Road a distance of 273.07 feet to a point; thence South 65 degrees 15 minutes 26 seconds East in the centerline of Brickyard Road a distance of 656.80 feet to a point; thence South 34 degrees 44 minutes 34 seconds West a distance of 24.75 feet to a point in the westerly line of Brickyard Road; and thence South 55°15 minutes 26 seconds East in the westerly line of Brickyard Road, a distance of 228.23 feet to the point and place of beginning.

Excepting therefrom the following premises conveyed to The City of Canandaigua by deed recorded April 24, 2002 in Liber 1074 of Deeds, at page 683:

All that piece or parcel of land know as Parcel Number 4 being a portion of Tax Map 70, Block No. 1, Lot No. 40 (Parcel 4) and being in the Town and City of Canandaigua, County of Ontario, State of New York, as shown on a map entitled: "Lands and easements to be Granted to the City of Canandaigua by Cambridge Acquisition Corp.", prepared by Fisher Associates, Engineers and Surveyors, having a drawing number of 00294-SU-4, 5 & 6 and dated 10/6/01, being bounded and described as follows:

Commencing at the Centerline of Improvements of North Street P1 Sta. 1+593.908; thence northeasterly on an azimuth of 62°33'57" along the Centerline of improvement a distance of 128.289 meters (420.89 feet) to a point; thence, northwesterly at right angles to the said Centerline of Improvement a distance of 11.185 meters (36.61 feet) to the Point of Beginning, said Point of Beginning being the point of intersection of the northerly highway boundary of North Street and the southwesterly street boundary of Brickyard Road; thence, northwesterly along the street boundary of Brickyard Road on an azimuth of 294°01'52" a distance of 46.545 meters (152.70 feet) to a point; thence, through the property of Cambridge-Acquisition Corp. (reputed owner) the following two courses and distances:

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County

- 1) southeasterly, on an azimuth of $147^{\circ}22'16''$ a distance of 19.876 meters (65.21 feet) to a point; thence
- 2) southerly, on an azimuth of $190^{\circ}41'39''$ a distance of 21.056 meters (69.08 feet) to a point on the said northerly highway boundary of North Street; thence northeasterly, along the said northerly highway boundary on an azimuth of $62^{\circ}38'23''$ a distance of 40.198 meters (131.88 feet) to the Point of Beginning, being 587.5+/- square meters (6,323+/- square feet).

It is intended to describe a parcel of land that the City of Canandaigua deems necessary to acquire in fee for purposes connected with the Highway System of the County of Ontario.

SCHEDULE A-2

Description of Leased Land and Ground Lease

[Add recording information for any Ground Lease]

**[Attach Legal Description of all parcels; include
municipal tax assessment identification numbers
and street address]**

SCHEDULE B

Leasehold Mortgage Provisions

(a) The Mortgagor hereby represents, covenants and agrees with respect to each and every Ground Lease that:

(i) This Mortgage is lawfully executed and delivered in conformity with each of the Ground Leases and any and all consents required therefor under each of the Ground Leases have been timely received and are effective.

(ii) Mortgagor shall pay when due the rents, taxes and other sums and charges mentioned in and made payable by Mortgagor under and pursuant to the terms of each of the Ground Leases and shall promptly perform and observe all of the other terms, covenants and conditions required to be performed and observed by it under each of the Ground Leases, within the periods (including any grace or cure periods) provided therein, and will do all things necessary to preserve and to keep unimpaired its rights under each of the Ground Leases.

(iii) Mortgagor shall promptly (A) notify Mortgagee in writing of the receipt by it of any notice of default from the lessor under each of the Ground Leases; (B) notify Mortgagee in writing of the receipt by it of any notice under each of the Ground Leases of the termination thereof; (C) cause a copy of each such notice received by Mortgagor from the lessor under each of the Ground Leases to be delivered to Mortgagee; and (D) cause a copy of any notice of election or the exercise of any rights of option, purchase or renewal under each of the Ground Leases sent by Mortgagor to the lessor thereunder, to be delivered to Mortgagee.

(iv) Mortgagor shall not, without the prior written consent of Mortgagee, terminate or surrender or suffer or permit any termination or surrender of any of the Ground Leases, nor modify any of the Ground Leases, if the modification shall impair Mortgagee's security interest in the Mortgaged Property or the rights and remedies of Mortgagee under this Mortgage.

(v) Mortgagor shall, after written demand therefor from Mortgagee, use reasonable efforts to obtain from the lessor under each of the Ground Leases and deliver to Mortgagee an estoppel certificate in the form provided for in each of the Ground Leases or if none is provided, in a form provided by Mortgagee.

(vi) Mortgagor shall promptly furnish to Mortgagee upon demand, proof of payment of all items which are required to be paid by Mortgagor pursuant to each of the Ground Leases and a statement of any such payments

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which Mortgagor is contesting or arbitrating pursuant to the terms of any of the Ground Leases.

(vii) Except as otherwise provided in the Ground Leases, Mortgagor shall not consent to the subordination of any Ground Lease to any lien on the fee estate of the lessor thereunder.

(viii) During the existence of any Event of Default, Mortgagor shall not fail to exercise any option or right to renew or extend the term of any of the Ground Leases without the prior written consent of Mortgagee. Mortgagor shall give Mortgagee simultaneous written notice of the exercise of any such option or right to renew or extend, together with a copy of the instrument given to the lessor under each of the Ground Leases exercising such option or right, and thereafter, shall promptly deliver to Mortgagee a copy of any acknowledgment by such lessor with respect to the exercise of such option or right. If any such option or right has not been exercised as aforesaid, then, not more than three hundred sixty (360) and not less than two hundred seventy (270) days before the right of Mortgagor to exercise any such option or right, Mortgagor shall give Mortgagee written notice specifying (A) the date on which, (B) the term for which and (C) the manner in which such option or right is to be exercised. If an Event of Default has occurred and is continuing, then within ten (10) business days of written demand by Mortgagee, Mortgagor shall exercise any such option or renewal that is then exercisable and necessary to extend the term of any Ground Lease beyond the outside maturity date of the Loans.

(ix) If any Ground Lease is rejected or disaffirmed by the lessor thereunder (or by any receiver, trustee, custodian or other party who succeeds to the rights of such lessor) pursuant to the Bankruptcy Code or any similar law, Mortgagor shall not elect to treat such Ground Lease as terminated under 11 U.S.C. § 365(h) or any similar or successor law. Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall have the sole and exclusive right to make or refrain from making any such election. Any such election, if made by Mortgagor other than in accordance with this subsection, shall be void and of no force or effect. If Mortgagee elects to have Mortgagor remain in possession under any legal right Mortgagor may have to occupy the premises leased pursuant to a Ground Lease following any such lessor rejection or disaffirmance, then upon such election (A) Mortgagor shall remain in such possession and shall perform all acts necessary for Mortgagor to retain its right to remain in such possession for the unexpired term of such Ground Lease (including all renewals thereof), whether such acts are required under the then existing terms and provisions of such Ground Lease or otherwise, and (B) all of the terms and provisions of this Mortgage and the lien created hereby shall remain in full force and effect and shall be extended automatically to such possession,

Ontario County

occupancy and interest of Mortgagor. Mortgagor hereby unconditionally assigns, transfers and sets over to Mortgagee all of Mortgagor's claims and rights to the payment of damages arising from any rejection by the lessor of any Ground Lease under the Bankruptcy Code or similar law, provided that any award for such damages shall be treated as Restoration Funds applied in accordance with Section 6 of this Mortgage, except such award may be applied to acquire other property or assets to replace the property or assets theretofore leased so long as Mortgagee obtains a second priority lien thereon. Mortgagee shall have the right to proceed in its own name or in the name of Mortgagor in respect of any claim or proceeding relating to the rejection by the lessor of any Ground Lease.

(x) Mortgagor shall use its best efforts to cause the lessor under each of the Ground Leases to agree in writing that in the event of (A) the rejection or disaffirmance by Mortgagor (or by any receiver, trustee, custodian or other party who succeeds to the rights of Mortgagor) of any Ground Lease pursuant to the Bankruptcy Code or similar law, or (B) Mortgagor's inability to satisfy all conditions necessary to permit Mortgagor (or such receiver, trustee, custodian or other party) to assume and preserve such Ground Lease pursuant to the Bankruptcy Code or similar law, such lessor shall, at Mortgagee's request and option, (i) allow Mortgagee or its designee to cure any monetary defaults of Mortgagor and to become the lessee under such Ground Lease, or enter into a new lease of the Leased Land with Mortgagee or a designee of Mortgagee for the remainder of the term (including renewals thereof) of such Ground Lease (a "New Ground Lease"), effective as of the date of such rejection or disaffirmance, at the rent and upon all the terms and provisions of such Ground Lease. Mortgagor agrees to execute such other instruments as Mortgagee may request to confirm Mortgagee's or such designee's right, title and interest in and to the New Ground Lease and any improvements and/or property appurtenant thereto. If Mortgagor enters into any Ground Leases after the date hereof, Mortgagor shall cause such Ground Lease to contain therein the provisions in the preceding portions of this paragraph.

(xi) If Mortgagor becomes a debtor under the Bankruptcy Code or similar law, Mortgagor covenants that (A) it shall not reject or disaffirm any Ground Lease without the prior consent of Mortgagee, and (B) at the direction of Mortgagee it shall, in a timely fashion, (I) take all actions (including curing all existing defaults and providing assurance of future performance) as may be required to permit Mortgagor to assume any such Ground Lease and (II) assume such Ground Lease.

(b) If both the lessor's and the lessee's interest under any Ground Lease shall at any time become vested in any one person, this Mortgage and the lien and security interest created hereby shall not be destroyed or terminated by the application of the

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doctrine of merger and, in such event, Mortgagee shall continue to have and enjoy all of the rights and privileges of Mortgagee hereunder as to each separate estate. In the event that Mortgagor acquires the fee or any other interest in the Leased Land, such interest shall, immediately upon such acquisition, become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described herein, without need for the delivery and/or recording of a supplement to this Mortgage or any other instrument.

SCHEDULE C

State Specific Provisions

(a) Lien Law Covenant. This Mortgage is made subject to the trust fund provisions of Section 13 of the New York Lien Law. Mortgagor covenants that it shall receive all monies and advances secured by this Mortgage and shall hold the right to received such advances as a trust fund to be applied first for the purpose of paying the cost of improvement before using any part of the same for any other purpose.

(b) Commercial Use. This Mortgage does not cover real property principally improved or to be improved by one or more structures containing in the aggregate not more than six residential dwelling units each having their own separate cooking facilities.

(c) Application of New York Real Property Law Sections. The covenants and conditions in this Mortgage shall be construed as affording to Mortgagee rights additional to, and not exclusive of, the rights conferred under the provisions of New York Real Property Law Sections 254, 271, and 272. The following provisions of Real Property Law Section 254 shall, however, not apply to this Mortgage and the rights and obligations of the parties to this Mortgage: (1) subsection "4," covering the use and application of casualty and flood insurance proceeds; and (2) the portion of subsection "4-a" that begins with the word "however" and continues to the end of the paragraph. Any inconsistency between this Mortgage and New York Real Property Law Section 254, 271, or 272 shall be resolved in favor of this Mortgage.

(d) Payment of Transaction Taxes. Without in any way limiting Mortgagor's obligations hereunder with respect to payment of Taxes, Mortgagor shall pay, when and as due or assessed, whether on or after the date of this Mortgage, all of the following (collectively, the "Transaction Taxes"): (1) all mortgage recording tax that may from time to time be assessed or payable on this Mortgage, on any obligations secured by this Mortgage, on the recording of this Mortgage, or as a condition to its enforcement or with respect to any obligations secured by this Mortgage; and (2) all New York State real estate transfer taxes that may at any time be assessed or payable with respect to any conveyance or instrument of conveyance, or the recording of any such instrument, resulting from (or delivered in lieu of) Mortgagee's exercise of its rights and remedies under this Mortgage or applicable law; and (3) all interest, penalties, filing fees, and other charges assessed with respect to clauses (1) and (2) above. To the extent that Mortgagee pays any Transaction Taxes, or incurs any costs or expenses, including attorneys' fees, in responding to any audit request or inquires from any

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governmental authority relating to any Transaction Tax, Mortgagor shall reimburse Mortgagee for all such expenditures upon demand, the same shall bear interest at the Default Rate until paid, and shall be Obligations secured by this Mortgage. Mortgagor's obligations under this paragraph shall survive any foreclosure sale or other exercise of remedies by Mortgagee under this Mortgage.

(e) Maximum Amount of Principal Indebtedness. Notwithstanding anything to the contrary in this Mortgage, the maximum aggregate principal amount of indebtedness that is, or under any contingency may be, secured by this Mortgage (including Mortgagor's obligation to reimburse protective advances made by Mortgagee) either at execution or at any time thereafter (the "Secured Amount") is the sum of: (i) \$3,500,000.00 plus (ii) amounts that Mortgagee expends after an Event of Default to the extent that any such amounts shall constitute payment of (A) taxes, charges or assessments that may be imposed by law on the Mortgaged Property; (B) premiums on insurance policies covering the Mortgaged Property; (C) expenses incurred in upholding the lien of this Mortgage, including the expenses of any litigation to prosecute or defend the rights and lien created by this Mortgage; or (D) any amount, cost or charge to which Mortgagee becomes subrogated, on payment, whether under recognized principles of law or equity, or under express authority; then, and in each such event, such amounts or costs shall be secured by this Mortgage.

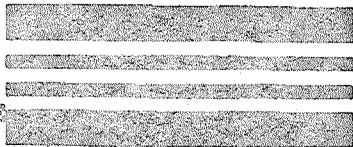
(f) Obligations Exclude Certain Facilities. Notwithstanding anything to the contrary in this Mortgage, the Obligations secured by this Mortgage shall not include any principal indebtedness pursuant to which the Second Lien Credit Agreement allows Borrower to repay and subsequently reborrow such principal indebtedness.

(g) Power of Sale. Upon the occurrence of an Event of Default, Mortgagee shall have the right to sell the Mortgaged Property, including, without limitation, by exercise of any and all rights and remedies available under Article 14 of the New York Real Property Actions and Proceedings Law (the "RPAPL"). Any deed or deeds executed and delivered in connection with the sale or sales of the Mortgaged Property pursuant to Article 14 of the RPAPL shall be in the form provided in Article 14 of the RPAPL.

(h) Notice Under Real Property Law Section 291-f. This Mortgage is intended to be, and shall operate as, the agreement described in New York Real Property Law Section 291-f and shall be entitled to the benefits afforded by that statute. Mortgagor shall, in each case pursuant to documents satisfactory to Mortgagee: (a) deliver the written notices described in New York Real Property Law Section 291-f to such tenants as Mortgagee shall require (consistent with New York Real Property Law Section 291-f); (b) direct each tenant that if

Ontario
County

Mortgagee instructs such tenant to do so, then such tenant shall pay its Rents to Mortgagee or as Mortgagee shall direct; and (c) take such other action, as Mortgagee may now or in the future require, to afford Mortgagee the full protections and benefits of New York Real Property Law Section 291-f. Mortgagor also authorizes Mortgagee to send any such notices and take any such other actions at any time without further joinder or confirmation by Mortgagor.



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ONTARIO COUNTY CLERK'S OFFICE
CLERK'S RECORDING PAGE

1627/759 I 1237/745 I
1627/715 I

Return To:

DEBEVOISE & PLIMPTON
919 THIRD AVENUE
NEW YORK NY 10022

Index MORTGAGE BOOK

Book 01627 Page 0801

No. Pages 0010

Instrument SUBORDINATION

Date : 5/07/2004

Time : 3:09:22

Control # 200405070126

IN # IN 2004 006516

Employee ID COUNTER3 26

US BANK NA

AS AGENT
STATE STREET BANK AND TRUST CO
AS AGENT
CREDIT SUISSE FIRST BOSTON

| | | |
|-----------|----|-------|
| RECORDING | \$ | 37.50 |
| RECORDING | \$ | 2.00 |
| SURCHARGE | \$ | 4.75 |
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| | \$ | .00 |
| | \$ | .00 |
| Total: | \$ | 58.50 |

STATE OF NEW YORK
ONTARIO COUNTY CLERK'S OFFICE

THIS SHEET CONSTITUTES THE CLERK'S ENDORSE-
MENT REQUIRED BY SECTION 316-A (5) AND
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. ** DO NOT DETACH **

JOHN H. COOLEY
COUNTY CLERK



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This instrument was prepared by:
Andrew E. Schultz
Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022

SUBORDINATION AGREEMENT

The undersigned, U.S. BANK NATIONAL ASSOCIATION, a national banking association with an address at One Federal Street, 3rd floor, Boston, Massachusetts 02110, successor-in-interest to STATE STREET BANK AND TRUST COMPANY, a Massachusetts trust company, solely in its capacity as collateral agent ("Junior Agent") and not individually, for the Junior Lenders referred to in the Intercreditor Agreement described below, as mortgagee and holder of the mortgage described on Schedule A hereto (the "Mortgage"), which Mortgage encumbers property described on Schedule B hereto (the "Mortgaged Property"), hereby agrees that the Mortgage (and the liens thereof and any extensions, renewals, modifications, supplements, substitutions, restatements, replacements and consolidations of the Mortgage) is subject and subordinate to the Senior Mortgages (as hereinafter defined) and any extensions, renewals, modifications, supplements, substitutions, restatements, replacement and consolidations thereof, pursuant to that certain Intercreditor Agreement dated as of April 28, 2004 (as amended, restated or otherwise modified from time to time, the "Intercreditor Agreement") among (a) the lenders referred to therein as the Senior Lenders, (b) the lenders referred to therein as the Junior Lenders, (c) Junior Agent, (d) Credit Suisse First Boston ("CSFB"), as the first lien administrative agent and first lien collateral agent on behalf of the financial institutions referred to therein as the First Lien Lenders, and (e) CSFB, as the second lien administrative agent and second lien collateral agent on behalf of the financial institutions referred to therein as the Second Lien Lenders. In the event of any conflict between the terms of this Subordination and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern and control.

As used herein, the term "Senior Mortgages" shall mean (i) the First Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of April 28, 2004 made by Meridian Automotive Systems - Composites Operation, Inc., formerly known as Cambridge Acquisition Corp., as mortgagor ("Mortgagor") to CSFB, as first lien administrative agent and first lien collateral agent on behalf of the First Lien Lenders, as mortgagee (the "First Mortgage"); and (ii) the Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of April 28, 2004 made by Mortgagor to CSFB, as second lien administrative agent and second lien collateral agent on behalf of the Second Lien Lenders, as mortgagee (the "Second Mortgage"). The First Mortgage and the Second Mortgage encumber the Mortgaged Property and are to be recorded concurrently with this Subordination.

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IN WITNESS WHEREOF, the undersigned has executed this Subordination as of this
23rd day of April, 2004.

U.S. BANK NATIONAL ASSOCIATION,
as Junior Agent

By:



Name: Alison D.B. Nadeau

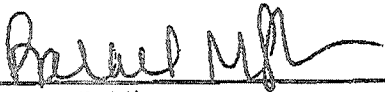
Title: Vice President

Kansas/New York Acknowledgment

STATE OF MASSACHUSETTS)

COUNTY OF SUFFOLK) ss:

On the 23rd day of April in the year 2004, before me, the undersigned, a Notary Public in and for said State personally appeared Alison D.B. Nadeau, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

RACHEL M. SYLVIA
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES FEBRUARY 18, 2011

My Commission Expires:

Ontario
County
Clerk

SCHEDULE A

The Subordinate Mortgage
[attached]

Schedule A
111 North Street, 203 North Street, 2640
Brickyard Road, Canandisigua, NY

Mortgage made by Meridian Automotive Systems - Composites Operations Inc., Dk/a
Cambridge Acquisition Corp. to State Street Bank and Trust Company, as Collateral
Agent for \$3,500,000.00 and interest, dated June 13, 2001 and recorded June 26, 2001 in
Liber 1237 of Mortgages, at page 745.

01113 01113 01113

SCHEDULE B

Legal Description of the Mortgaged Property
[attached]

Ontario County Clerk

16 Canandaigua

Schedule B

Parcel 1 - 111 North Street

Beginning at a point on the south right-of-way line of North Street said point being located 1550.12 feet westerly from the west line of Main Street as measured along said south right-of-way line of North Street; thence

S33°13'53"E, a distance of 753.60 feet to a point; thence
N62°29'47"E, a distance of 275.00 feet to a point; thence
S27°20'13" E, a distance of 759.00 feet to a point; thence
S62°34'17"W, a distance of 440.56 feet to a point; thence
N38°37'53"W, a distance of 1,537.16 feet to a point on south right-of-way line of North Street; thence
N62°29'47"E, along said south right-of-way line of North Street a distance of 389.22 feet to the point and place of beginning. Containing 15.069 acres of land, more or less.

Parcel 2 - 203 North Street

Beginning at a point on the south right-of-way line of North Street said point being located 1939.34 feet westerly from the west line of Main Street as measured along said south right-of-way line of North Street; thence

S38°37'52"E, a distance of 764.21 feet to a point; thence
S62°29'47"W, a distance of 542.77 feet to a point; thence
N77°44'52"W, a distance of 350.53 feet to a point; thence
N50°20'56"W, a distance of 218.92 feet to a point; thence
N32°33'19"W, a distance of 325.41 feet to a point on said south right-of-way line of North Street; thence
N62°49'02"E, and along said south right-of-way line of North Street a distance of 39.14 feet to a point; thence
N62°29'47"E, and continuing along said south right-of-way line of North Street a distance of 739.27 feet to the point and place of beginning. Containing 12.955 acres of land, more or less.

Parcel 3 - 2640 Brickyard Rd.

111 North Street, 203 North Street,
2640 Brickyard Ave., Canandaigua, NY
70.19-1-4.2, 70.19-1-3, 70.00-1-41.000

That certain plot, piece or parcel of land, situate, lying and being in the Town of Canandaigua, County of Ontario and State of New York and being more particularly described as follows:

Beginning at the intersection of the westerly line of Brickyard Road and the northerly line of North Street; thence South 73 degrees 21 minutes 04 seconds West in the Northerly line of North Street a distance of 359.29 feet to a point; thence North 48 degrees 27 minutes 26 seconds West in the easterly line of lands now or formerly owned by the Owasco River Railway, Inc. as filed in the Ontario County Clerk's Office in Liber 784 of Deeds at page 395, a distance of 162.76 feet to a point; thence North 49 degrees 42 minutes 06 seconds West in the easterly line of said lands owned by Owasco River Railway a distance of 350 feet to a point; thence North 52 degrees 36 minutes 56 west in the easterly line of said lands owned by Owasco River Railway, Inc. a distance of 344.60 feet to a point; thence North 55 degrees 42 minutes 56 seconds West in the easterly line of said lands owned by Owasco River Railway, Inc. a distance of 198.17 feet to a point; thence North 58 degrees 43 minutes 56 seconds West in the easterly line of Owasco River Railway, Inc. a distance of 57.07 feet to an iron pipe; thence North 73 degrees 29 minutes 04 seconds East in the southerly line of said lands owned by Walter Kurzejeski as filed in the Ontario County Clerk's Office in Liber 874 of Deeds at page 93 and Liber 672 of Deeds at page 316, a distance of 281.72 feet to a point in the centerline of Brickyard Road; thence South 59 degrees 49 minutes 56 seconds East in the centerline of Brickyard Road a distance of 273.07 feet to a point; thence South 65 degrees 15 minutes 26 seconds East in the centerline of Brickyard Road a distance of 656.80 feet to a point; thence South 34 degrees 44 minutes 34 seconds West a distance of 24.75 feet to a point in the westerly line of Brickyard Road; and thence South 55°15 minutes 26 seconds East in the westerly line of Brickyard Road, a distance of 228.23 feet to the point and place of beginning.

Excepting therefrom the following premises conveyed to The City of Canandaigua by deed recorded April 24, 2002 in Liber 1074 of Deeds, at page 683:

All that piece or parcel of land know as Parcel Number 4 being a portion of Tax Map 70, Block No. 1, Lot No. 40 (Parcel 4) and being in the Town and City of Canandaigua, County of Ontario, State of New York, as shown on a map entitled: "Lands and easements to be Granted to the City of Canandaigua by Cambridge Acquisition Corp.", prepared by Fisher Associates, Engineers and Surveyors, having a drawing number of 00294-SU-4, 5 & 6 and dated 10/6/01, being bounded and described as follows:

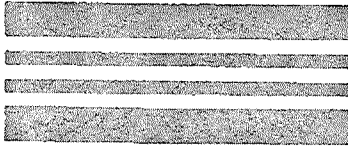
Commencing at the Centerline of Improvements of North Street P1 Sta. 1+593.908; thence northeasterly on an azimuth of 62°33'57" along the Centerline of improvement a distance of 128.289 meters (420.89 feet) to a point; thence, northwesterly at right angles to the said Centerline of Improvement a distance of 11.185 meters (36.61 feet) to the Point of Beginning, said Point of Beginning being the point of intersection of the northerly highway boundary of North Street and the southwesterly street boundary of Brickyard Road; thence, northwesterly along the street boundary of Brickyard Road on an azimuth of 294°01'52" a distance of 46.545 meters (152.70 feet) to a point; thence, through the property of Cambridge-Acquisition Corp. (reputed owner) the following two courses and distances:

- 1) southeasterly, on an azimuth of $147^{\circ}22'16''$ a distance of 19.876 meters (65.21 feet) to a point; thence
- 2) southerly, on an azimuth of $190^{\circ}41'39''$ a distance of 21.056 meters (69.08 feet) to a point on the said northerly highway boundary of North Street; thence northeasterly, along the said northerly highway boundary on an azimuth of $62^{\circ}38'23''$ a distance of 40.198 meters (131.88 feet) to the Point of Beginning, being 587.5+/- square meters (6,323+/- square feet).

It is intended to describe a parcel of land that the City of Canandaigua deems necessary to acquire in fee for purposes connected with the Highway System of the County of Ontario.

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ONTARIO COUNTY CLERK'S OFFICE
CLERK'S RECORDING PAGE



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Return To:

CAPITOL SERVICES
PO BOX 6300
ALBANY NEW YORK 12206

Index MORTGAGE BOOK
Book 01799 Page 0501

No. Pages 0010

Instrument ASSIGNMENT

Date : 1/04/2006

Time : 11:39:37

Control # 200601040073

CREDIT SUISSE

IN # IN 2006 000099

WELLS FARGO BANK NA

Employee ID CLKCJD

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| RECORDING | \$ | 36.50 |
| RECORDING | \$ | 2.00 |
| SURCHARGE | \$ | 4.75 |
| SURCHARGE | \$ | 14.25 |
| RECORDING | \$ | .00 |
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| | \$ | .00 |
| | \$ | .00 |

Total: \$ 57.50

STATE OF NEW YORK
ONTARIO COUNTY CLERK'S OFFICE

THIS SHEET CONSTITUTES THE CLERK'S ENDORSE-
MENT REQUIRED BY SECTION 316-A (5) AND
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. ** DO NOT DETACH **

JOHN H. COOLEY
COUNTY CLERK



200601040073

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11/3/05

ASSIGNMENT OF SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

ASSIGNMENT OF SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, made December 15, 2005, by CREDIT SUISSE, formerly known as Credit Suisse First Boston (the "Assignor"), a Swiss Bank having an address at 11 Madison Avenue, New York, New York 10010, as assignor, Second Lien Administrative Agent and Second Lien Collateral Agent under the Second Lien Credit Agreement (as such term is hereinafter defined), to WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Assignee"), a national association having an address at Sixth and Marquette, N9303-120, Minneapolis, Minnesota 55479, Attention: Nicholas Tally, as assignee.

WITNESSETH:

WHEREAS, the Assignor, as Second Lien Administrative Agent and Second Lien Collateral Agent under the Second Lien Credit Agreement (as such term is hereinafter defined), is the holder of that certain Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as amended from time to time, the "Mortgage") and more particularly described in Exhibit A annexed hereto and made a part hereof, covering premises more particularly described in Exhibit B annexed hereto and made a part hereof;

WHEREAS, the Mortgage secures the obligations of Meridian Automotive Systems - Composites Operations, Inc., (the "Mortgagor") under the Mortgage, the obligations of Meridian Automotive Systems, Inc. (the "Parent") under the Second Lien Credit Agreement and the loan documents in connection therewith, and the obligations guaranteed by Mortgagor under that certain Second Lien Guarantee and Collateral Agreement (the "Guarantee and Collateral Agreement"), dated as of April 28, 2004, among the Mortgagor, the Parent and certain of its subsidiaries in favor of the Assignor, as Second Lien Collateral Agent for the Lenders from time to time parties to the Second Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), dated as of April 28, 2004, among the Parent, as borrower, the Assignor, as Second Lien Administrative Agent and Second Lien Collateral Agent, Goldman Sachs Credit Partners L.P. ("Goldman"), as Syndication Agent, the Assignor and Goldman, as Joint Book Managers and Joint Lead Arrangers, and the Lenders party thereto;

WHEREAS, under that certain Successor Agent Agreement (the "Agreement"), of even date herewith, among the Assignee, as successor agent, and the Assignor, as existing agent, the Assignee replaces the Assignor as Second Lien Administrative Agent and/or Second Lien Collateral Agent, except in respect of Retained Collateral (as defined therein), under the Guarantee and Collateral Agreement and the Second Lien Credit Agreement and, as such, the Assignee is to be the holder of the Mortgage, as Second Lien Administrative Agent and Second Lien Collateral Agent, for the benefit of the Second Lien Claimholders;

517-01882180

NOW, THEREFORE, in consideration of the foregoing premises and for value received, the Assignor, as Second Lien Administrative Agent and Second Lien Collateral Agent under the Second Lien Credit Agreement, hereby assigns all of the Assignor's right, title and interest in, to and under the Mortgage to the Assignee, TO HAVE AND TO HOLD the same unto the Assignee, as Second Lien Administrative Agent and Second Lien Collateral Agent, for the benefit of the Second Lien Holders, forever; and by its acceptance hereof, the Assignee hereby assumes, subject to the immediately succeeding paragraph, any obligations of the Assignor under the Mortgage. Unless the context shall imply otherwise, capitalized terms not defined herein shall have the meanings given to such terms in that certain Intercreditor Agreement, dated as of April 28, 2004 among the Mortgagor, the Parent, the subsidiaries of the Parent party thereto, the Assignor, as First Lien Collateral Agent, and the Assignor, as Second Lien Collateral Agent.

THIS ASSIGNMENT is made without any representation or warranty, express or implied, of any kind or nature by the Assignor, and without any recourse, in any event or circumstance, of any kind or nature to the Assignor.


THIS ASSIGNMENT shall be binding upon, and shall inure to the benefit of, the Assignor, the Assignee, and their respective successors, assigns and legal representatives.

[SIGNATURE PAGE FOLLOWS]

1127-01872244


IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date first above written.

CREDIT SUISSE, Cayman Island Branch
(formerly known as Credit Suisse First Boston,
acting through its Cayman Island Branch),
as Second Lien Administrative Agent and
Second Lien Collateral Agent under the
Second Lien Credit Agreement

By: 

Name: **Didier Siffert**

Title: **Director**

By: 

Name: **Michael A. Criscito**

Title: **Managing Director**

101-01001000

New York Acknowledgment

STATE OF N.Y.)
) ss.:
COUNTY OF N.Y.)

On the 15th day of December in the year 2005 before me, the undersigned, personally appeared ADRIAN SUTER personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marie Giacobbe
Signature and Office of Individual
Taking Acknowledgement

MARIE GIACOBBE
Notary Public, State of New York
No. 01G16015100
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Oct. 26, 2006

My Commission Expires: 10/26/06

STATE OF N.Y.)
) ss.:
COUNTY OF N.Y.)

On the 15th day of December in the year 2005 before me, the undersigned, personally appeared Michael D. Crockett personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Marie Giacobbe
Signature and Office of Individual
Taking Acknowledgement

MARIE GIACOBBE
Notary Public, State of New York
No. 01G16015100
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Oct. 26, 2006

My Commission Expires: 10/26/06

313-01234567

EXHIBIT A

Description of Mortgage

That certain Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of April 28, 2004, made by Meridian Automotive Systems - Composites Operations, Inc., as Mortgagor, in favor of Credit Suisse First Boston, as Second Lien Administrative Agent and Second Lien Collateral Agent, as Mortgagee, and recorded on May 7, 2004 as Document Number 2004 006515, in Book 01627, at Page 0759, in the Official Records of the County Clerk's Office of Ontario County, New York. . . . covering premises as described in Exhibit B hereto.

EXHIBIT B

Description of Land

111 North Street,
203 North Street,
2640 Brickyard Road,
Canandaigua, New York 14424

Parcel 1 - 111 North Street

Beginning at a point on the south right-of-way line of North Street said point being located 1550.12 feet westerly from the west line of Main Street as measured along said south right-of-way line of North Street; Thence

S33°13'53"E, a distance of 753.60 feet to a point; thence
N62°29'47"E, a distance of 275.00 feet to at point; thence
S27°20'13"E, a distance of 759.00 feet to a point; thence
S62°34'17"W, a distance of 440.56 feet to a point; thence
N38°37'53"W, a distance of 1,537.16 feet to a point on south right-of-way line of North Street; thence
N62°29'47"E, along said south right-of-way line of North Street a distance of 389.22 feet to the point and place of beginning. Containing 15.069 acres of land, more or less.

Parcel 2 -203 North Street

Beginning at a point on the south right-of-way line of North Street said point being located 1939.34 feet westerly from the west line of Main Street as measured along said south right-of-way line of North Street; thence

S38°37'52"E, a distance of 764.21 feet to a point; thence
S62°29'47"W, a distance of 542.77 feet to a point; thence
N77°44'52"W, a distance of 350.53 feet to a point; thence
N50°20'56"W, a distance of 218.92 feet to a point; thence
N32°33'19"W, a distance of 325.41 feet to a point on said south right-of-way line of North Street; thence
N62°49'02"E, and along said south right-of-way line of North Street a distance of 39.14 feet to a point; thence
N62°29'47"E, and continuing along said south right-of-way line of North Street a distance of 739.27 feet to the point and place of beginning. Containing 12.955 acres of land, more or less.

NY 1-2218632v3

Parcel 3 -2640 Brickyard Rd.

That certain plot, piece or parcel of land, situate, lying and being in the Town of Canandaigua, County of Ontario and State of New York and being more particularly described as follows:

Beginning at the intersection of the westerly line of Brickyard Road and the northerly line of North Street; thence South 73 degrees 21 minutes 04 seconds West in the Northerly line of North Street a distance of 359.29 feet to a point; thence North 48 degrees 27 minutes 26 seconds West in the easterly line of lands now or formerly owned by the Owasco River Railway, Inc. as filed in the Ontario County Clerk's Office in Liber 784 of Deeds at page 395, a distance of 162.76 feet to a point; thence North 49 degrees 42 minutes 06 seconds West in the easterly line of said lands owned by Owasco River Railway a distance of 350 feet to a point; thence North 52 degrees 36 minutes 56 west in the easterly line of said lands owned by Owasco River Railway, Inc. a distance of 344.60 feet to a point; thence North 55 degrees 42 minutes 56 seconds West in the easterly line of said lands owned by Owasco River Railway, Inc. a distance of 198.17 feet to a point; thence North 58 degrees 43 minutes 56 seconds West in the easterly line of Owasco River Railway, Inc. a distance of 57.07 feet to an iron pipe; thence North 73 degrees 29 minutes 04 seconds East in the southerly line of said lands owned by Walter Kurzejeski as filed in the Ontario County Clerk's Office in Liber 874 of Deeds at page 93 and Liber 672 of Deeds at page 316, a distance of 281.72 feet to a point in the centerline of Brickyard Road; thence South 59 degrees 49 minutes 56 seconds East in the centerline of Brickyard Road a distance of 273.07 feet to a point; thence South 65 degrees 15 minutes 26 seconds East in the centerline of Brickyard Road a distance of 656.80 feet to a point; thence South 34 degrees 44 minutes 34 seconds West a distance of 24.75 feet to a point in the westerly line of Brickyard Road; and thence South 55°15 minutes 26 seconds East in the westerly line of Brickyard Road, a distance of 228.23 feet to the point and place of beginning.

Excepting therefrom the following premises conveyed to The City of Canandaigua by deed recorded April 24, 2002 in Liber 1074 of Deeds, at page 683:

All that piece or parcel of land known as Parcel Number 4 being a portion of Tax Map 70, Block No. 1, Lot No. 40 (Parcel 4) and being in the Town and City of Canandaigua, County of Ontario, State of New York, as shown on a map entitled: Lands and easements to be Granted to the City of Canandaigua by Cambridge Acquisition Corp.", prepared by Fisher Associates, Engineers and Surveyors, having a drawing number of 00294-SU-4, 5 & 6 and dated 10/6/01, being bounded and described as follows:

Commencing at the Centerline of Improvements of North Street P1 Sta. 1+593.908; thence northeasterly on an azimuth of 62°33'57" along the Centerline of improvement a distance of 128.289 meters (420.89 feet) to a point; thence, northwesterly at right angles to the said Centerline of Improvement a distance of 11.185 meters (36.61 feet) to the Point of Beginning, said Point of Beginning being the point of intersection of the northerly highway boundary of North Street and the southwesterly street boundary of Brickyard Road; thence, northwesterly along the street boundary of Brickyard Road on an azimuth of 294°01'52" a distance of 46.545 meters (152.70 feet) to a point; thence, through the property of Cambridge-Acquisition Corp. (reputed owner) the following two courses and distances:

012-0122441..

- 1) southeasterly, on an azimuth of $147^{\circ}22'16''$ a distance of 19.876 meters (65.21 feet) to a point; thence
- 2) southerly, on an azimuth of $190^{\circ}41'39''$ a distance of 21.056 meters (69.08 feet) to a point on the said northerly highway boundary of North Street; thence northeasterly, along the said northerly highway boundary on an azimuth of $62^{\circ}38'23''$ a distance of 40.198 meters (131.88 feet) to the Point of Beginning being 587.5+/- square meters (6,323+/- square feet).

It is intended to describe a parcel of land that the City of Canandaigua deems necessary to acquire in fee for purposes connected with the Highway System of the County of Ontario.

Prepared by:

Jones Day
222 East 41st Street
New York, NY 10017-6702
(212) 326-3939
Attn: Brett Nixon

Return acknowledgement to:
First American c/o Capital Services Inc.
P. O. Box 6300
Albany, New York 12206
800-662-0171

Ontario
County

ONTARIO COUNTY CLERK'S OFFICE
CLERK'S RECORDING PAGE



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Return To:

CITY OF CANANDAIGUA
ATTN: HOWARD LESTER
2 N MAIN STREET
CANANDAIGUA NY 14424

CAMBRIDGE ACQUISITION CORP
MERIDIAN AUTOMOTIVE SYSTEMS IN
C
CANANDAIGUA CITY

Index DEED BOOK
Book 01074 Page 0672
No. Pages 0006
Instrument EASEMENT
Date : 4/24/2002
Time : 10:12:15
Control # 200204240026
IN # IN 2002 006586
T/T # TX 2002 003154
Employee ID COUNTER2 LG

| | | |
|-----------|----|-------|
| RECORDING | \$ | 23.25 |
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| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| Total: | \$ | 33.00 |

STATE OF NEW YORK
ONTARIO COUNTY CLERK'S OFFICE

THIS SHEET CONSTITUTES THE CLERK'S ENDORSE-
MENT REQUIRED BY SECTION 316-A (5) AND
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. ** DO NOT DETACH **

JOHN H. COOLEY
COUNTY CLERK



200204240026

6-1-08
Ontario
Clerk

**DESCRIPTION OF EASEMENT TO THE CITY OF CANANDAIGUA
FOR STORM SEWER AND ACCESS PURPOSES**

THIS INDENTURE, made this 08th day of April, 2008, between
Cambridge Acquisition Corp., 2650 Brickyard Rd., Canandaigua, NY, 14424

party of the first part, grantor, and the City of Canandaigua, 2 North Main Street, Canandaigua, New York, a Municipal Corporation, party of the second part, grantee,

WITNESSETH, that the party of the first part, in consideration of One thousand five hundred sixteen and no/100 Dollars (\$1,516.00), receipt of which is hereby acknowledged, and the benefits to be derived by reason of locating, establishing and maintaining a certain storm sewer under the supervision of the Department of Public Works of the City of Canandaigua, does hereby grant, convey and release unto the party of the second part, its successors and assigns forever, an underground easement and a surface right-of-way and the right, privilege and authority to construct, reconstruct, relocate, replace, increase, enlarge, repair, maintain, operate, protect and remove from time-to-time, a certain storm sewer, including but not limited to, markers, fixtures and all related appurtenances and facilities as may be necessary or convenient to the operation of same, into, upon, across, over and under the following described premises situated in the City of Canandaigua, County of Ontario and State of New York, and more particularly described on Schedule "A" attached. Upon grantee's written consent, grantor shall have the right to utilize the easement area for subsurface utility easements which, in grantee's judgment, do not interfere with, obstruct or endanger any of the rights of grantee hereunder.

The grantee shall have the right to enter upon the premises of the grantor and utilize the same, whenever necessary or convenient for the rights and privileges granted herein and on adjacent premises; together with the right, but not the duty, to trim, cut and remove at any time such growth or objects, of any nature, as, in the opinion of the grantee, may interfere with, obstruct or endanger the grantee's facilities or any rights and privileges granted herein or on adjacent premises.

~~When physical damage to the subject premises is caused solely by the grantee, except as permitted hereunder, grantee shall, at its option, either, restore the premises to as good condition as found or pay reasonable compensation to the grantor.~~

RDV
6/10/08

Grantor, its successors and assigns, shall have the right to continue to occupy, possess, and use, including, without limitation, the paved driveway and parking area, the surface of the easement area, provided that the use of such easement area shall not interfere with, obstruct or

Ontario
County

endanger any of the rights granted to grantee hereunder and further provided that no improvement or other structure shall be erected thereon without grantee's written consent.

Grantor, and all of them jointly and severally if more than one, warrant title to the premises above described.

Dated:

Hean P. Vannit
Meridian Automotive Systems, Inc
Sr. Vice President, Secretary and
General Counsel

f/k/a Cambridge Acquisition Corporation

Ontario
Clerk

Michigan
State of ~~New York~~)

ss.:

County of Wayne)

On the 8th day of April in the year 2002
before me, the undersigned, a Notary Public in and for said State, personally
appeared, Alan D. Vank, personally
known to me or proved to me on the basis of satisfactory evidence to be the
individual(s) whose name(s) is (are) subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the instrument, the
individual(s), or the person upon behalf of which the individual(s) acted,
executed the instrument.



ZINA KURYAKOS
Notary Public, Orleans County, NH
My Commission Expires Dec. 13, 2006

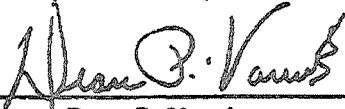
Acting in Wayne County, MI

Ontario Co

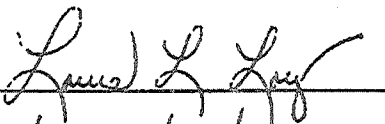
RIDER A
TO THE EASEMENT FOR STORM SEWER ACCESS DATED APRIL 8, 2002
BY AND BETWEEN
THE CITY OF CANANDAIGUA, NEW YORK AND MERIDIAN AUTOMOTIVE
SYSTEMS, INC.
f/k/a CAMBRIDGE ACQUISITION CORPORATION

Promptly upon creating physical damage to the premises, Grantee will at its option, restore the premises to as good of a condition as found or pay reasonable compensation to the Grantor.

MERIDIAN AUTOMOTIVE SYSTEMS, INC.
f/k/a CAMBRIDGE ACQUISITION CORP.

By: 
Dean P. Vanek
Sr. Vice President, Secretary and General Counsel

CITY OF CANANDAIGUA

By: 
Name: Louis L. Loy
Title: Public Works Director

Ontario County

SCHEDULE "A"

**Description of Easement
to be Granted to the
City of Canandaigua**

Parcel 6 (Permanent Easement):

Commencing at the Centerline of Improvement of North Street P1 Sta. 2+080.818; thence southwesterly on an azimuth of 242°33'57" along the Centerline of Improvement a distance of 5.481 meters (17.78 feet) to a point; thence, southeasterly at right angles to the said Centerline of Improvement a distance of 9.387 meters (30.80 feet) to a point in the southerly highway boundary of North Street at its intersection with the division line between the property of Ontario County Industrial Development Agency (reputed owner) on the east and the property of Paul R. Engel Corporation (reputed owner) on the west; thence, southeasterly along said division line the following four courses and distances;

- 1) southeasterly on a curve to the left having a radius of 592.228 meters (1,943.00 feet) a distance of 44.748 meters (146.81 feet), to a point; thence,
- 2) southeasterly on an azimuth of 152°48'21" a distance of 63.761 meters (209.19 feet) to a point; thence,
- 3) northeasterly on an azimuth of 62°48'21" a distance of 2.483 meters (8.00 feet) to a point; thence,
- 4) southeasterly on an azimuth of 152°48'21" a distance of 120.083 meters (393.97 feet) to the Point of Beginning, said Point of Beginning being the northeast corner of Cambridge Acquisition Corp., (reputed owner); thence,

southeasterly along the easterly property line of said Cambridge Acquisition Corp. on an azimuth of 152°48'20" a distance of 20.000 meters (65.62 feet) to a point; thence, through the property of Cambridge Acquisition Corp. (reputed owner) the following two courses and distances:

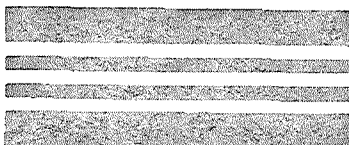
- 1) southwesterly, on an azimuth of 242°38'24" a distance of 11.000 meters (36.09 feet) to a point; thence,
- 2) northwesterly, on an azimuth of 332°48'23" a distance of 20.000 meters (65.62 feet) to a point on the northerly property line of Cambridge Acquisition Corp. thence,

northeasterly, along the said property line on an azimuth of 62°38'21" a distance of 11.000 meters (36.09 feet) to the Point of Beginning, being 220.0 +/- square meters (2,368 +/- square feet).

It is intended to describe a parcel of land that the City of Canandaigua deems necessary to acquire as a permanent easement for drainage purposes connected with the Highway System of the County of Ontario.

Ontario
Cty

ONTARIO COUNTY CLERK'S OFFICE
CLERK'S RECORDING PAGE



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Return To:

CITY OF CANANDAIGUA
ATTN: HOWARD LESTER
2 N MAIN STREET
CANANDAIGUA NY 14424

CAMBRIDGE ACQUISITION CORP
MERIDIAN AUTOMOTIVE SYSTEMS IN
C
CANANDAIGUA CITY

Index DEED BOOK
Book 01074 Page 0678
No. Pages 0005
Instrument EASEMENT
Date : 4/24/2002
Time : 10:12:16
Control # 200204240029
IN # IN 2002 006587
T/T # TX 2002 003155
Employee ID COUNTER2 LG

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|-----------|----|-------|
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| TRANS TAX | \$ | .00 |
| TP-584 | \$ | 5.00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| Total: | \$ | 30.00 |

STATE OF NEW YORK
ONTARIO COUNTY CLERK'S OFFICE

THIS SHEET CONSTITUTES THE CLERK'S ENDORSE-
MENT REQUIRED BY SECTION 316-A (5) AND
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. ** DO NOT DETACH **

JOHN H. COOLEY
COUNTY CLERK



200204240029

Ontario
Cty

DESCRIPTION OF TEMPORARY EASEMENT TO THE
CITY OF CANANDAIGUA FOR ACCESS PURPOSES

THIS INDENTURE, made this 8th day of April, 2002, between
Cambridge Acquisition Corp., 2650 Brickyard Rd., Canandaigua, NY, 14424

party of the first part, grantor, and the City of Canandaigua, 2 North Main Street, Canandaigua,
New York, a Municipal Corporation, party of the second part, grantee,

WITNESSETH, that the party of the first part, in consideration of Two thousand seven
hundred thirty-three and NO/100 Dollars (\$2,733.00), receipt of which is hereby acknowledged,
and the benefits to be derived by reason of locating, establishing and maintaining a temporary
access easement under the supervision of the Department of Public Works of the City of
Canandaigua, does hereby grant, convey and release unto the party of the second part, a
temporary access easement and a surface right-of-way and the right, privilege and authority to
construct, a certain temporary easement, including but not limited to, markers, fixtures and all
related appurtenances and facilities as may be necessary into, upon, across and over the
following described premises situated in the City of Canandaigua, County of Ontario and State
of New York, and more particularly described on Schedule "A" attached. Upon grantee's written
consent, grantor shall have the right to utilize the easement area for the placement of a non-
public concrete sidewalk.

It is intended that this temporary access easement to construct a non-public concrete
sidewalk will terminate on November 30, 2003. All rights and privileges granted under this
easement to the grantor will also terminate.

Grantor, and all of them jointly and severally if more than one, warrant title to the
premises above described.

Dated:

William B. Varrul
Meridian Automotive Systems Inc.
Sr. Vice President, Secretary and
General Counsel
11k/a Cambridge Acquisition Corporation

Ontario
County
Clerk

Michigan
State of ~~New York~~)

ss.:

County of Wayne)

On the 9th day of April in the year 2002
before me, the undersigned, a Notary Public in and for said State, personally
appeared, DEAN P. VANEK, personally
known to me or proved to me on the basis of satisfactory evidence to be the
individual(s) whose name(s) is (are) subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the instrument, the
individual(s), or the person upon behalf of which the individual(s) acted,
executed the instrument.



ZINA KIRYAKOS
Notary Public, Oakland County, MI
My Commission Expires Dec. 13, 2005

Acting in Wayne County, MI

Ontario
County

RIDER A
TO THE TEMPORARY EASEMENT FOR ACCESS PURPOSES DATED
APRIL 8, 2002
BY AND BETWEEN
THE CITY OF CANANDAIGUA, NEW YORK AND MERIDIAN AUTOMOTIVE
SYSTEMS, INC.
f/k/a CAMBRIDGE ACQUISITION CORPORATION

Promptly upon creating physical damage to the premises, Grantee will at its option, restore the premises to as good of a condition as found or pay reasonable compensation to the Grantor.

MERIDIAN AUTOMOTIVE SYSTEMS, INC.
 f/k/a CAMBRIDGE ACQUISITION CORP.

By: Dean P. Vanek
 Dean P. Vanek
 Sr. Vice President, Secretary and General Counsel

CITY OF CANANDAIGUA

By: Louis L. Loy
 Name: Louis L. Loy
 Title: Public Works Director

Ontario
County

SCHEDULE "A"

Description of Easement to be Granted to the City of Canandaigua

Parcel 5 (Temporary Easement):

Commencing at the Centerline of Improvement of North Street PI Sta. 1+593.908; thence northeasterly on an azimuth of 62°33'57" along the Centerline of Improvement a distance of 130.274 meters (427.41 feet) to a point; thence, southeasterly at right angles to the said Centerline of Improvement a distance of 8.934 meters (29.31 feet) to the Point of Beginning, said Point of Beginning being a point on the southerly highway boundary of North Street; thence, through the property of Cambridge Acquisition Corp., (reputed owner) the following five courses and distances:

- 1) easterly, on an azimuth of 100°14'02" a distance of 12.380 meters (40.62 feet) to a point; thence,
- 2) northeasterly, on an azimuth of 62°21'38" a distance of 56.020 meters (183.79 feet) to a point; thence,
- 3) northeasterly on an azimuth of 72°32'31" a distance of 29.443 meters (96.60 feet) to a point; thence,
- 4) northeasterly, on an azimuth of 63°34'37" a distance of 34.005 meters (111.57 feet) to a point; thence,
- 5) northerly, on an azimuth of 23°44'03" a distance of 20.539 meters (67.39 feet) to a point on the said southerly highway boundary of North Street; thence,

southwesterly, along the said southerly highway boundary of North Street on an azimuth of 242°38'23" a distance of 144.818 meters (475.12 feet) to the Point of Beginning, being 1269.3 +/- square meters (13,663 +/- square feet).

It is intended to describe a parcel of land that the City of Canandaigua deems necessary to acquire as a temporary easement for purposes connected with the Highway System of the County of Ontario.

Ontario
County

ONTARIO COUNTY CLERK'S OFFICE
CLERK'S RECORDING PAGE



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Return To:

NIXON PEABODY LLP
ALLAN E FLORO
PO BOX 31051
ROCHESTER NY 14603-1051

CONSTELLATION BRANDS INC

MERIDIAN AUTOMOTIVE SYSTEMS-CO
MPOSITES OPERATIONS INC

Index DEED BOOK

Book 01112 Page 0264

No. Pages 0014

Instrument EASEMENT

Date : 1/23/2004

Time : 4:50:19

Control # 200401230226

IN # IN 2004 001112

T/T # TX 2004 002218

Employee ID COUNTER3 4

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| TP-584 | \$ | 5.00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |

Total: \$ 74.00

STATE OF NEW YORK
ONTARIO COUNTY CLERK'S OFFICE

THIS SHEET CONSTITUTES THE CLERK'S ENDORSE-
MENT REQUIRED BY SECTION 316-A (5) AND
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. ** DO NOT DETACH **

JOHN H. COOLEY
COUNTY CLERK



200401230226

63
ONTARIO
COUNTY

CONSTELLATION BRANDS, INC.

and

MERIDIAN AUTOMOTIVE SYSTEMS - COMPOSITES OPERATIONS, INC.

EASEMENT AGREEMENT

Dated as of June 24, 2003

This instrument affects real property situate, lying and being in the City of Canandaigua, County of Ontario and State of New York which is bounded and described in Exhibit A and Exhibit B attached hereto



Ontario County

RECORD AND RETURN TO:

Allan E. Floro, Esq.
Nixon Peabody LLP
Clinton Square
P.O. Box 31051
Rochester, New York 14603-1051

Ontario Csm

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made this 24th day of June 2003, between CONSTELLATION BRANDS, INC., a Delaware corporation with offices at 300 WillowBrook Office Park, Fairport, New York (hereinafter referred to as "Constellation"), and MERIDIAN AUTOMOTIVE SYSTEMS - COMPOSITES OPERATIONS, INC., a Michigan corporation with offices at 203 North Street, Canandaigua, New York (hereinafter referred to as "Meridian").

WITNESSETH:

WHEREAS, Constellation is the beneficial owner of certain real estate located at 235 North Bloomfield Road and 118 Buffalo Street in the City of Canandaigua, County of Ontario, and State of New York (hereinafter referred to as the "Constellation Parcel"), which is shown in the Site Plan prepared by Costich Engineering dated June 11, 2002 attached hereto as Exhibit A and made a part hereof (the "Site Plan"); and

WHEREAS, Constellation and Meridian each have entered into agreements with the City of Canandaigua regarding the use of grant funds awarded by the New York State Housing Trust Fund Corporation, through the Governor's Office for Small Cities, for the design and construction of an access road to portions of the properties from North Street in Canandaigua, also known as the "North Street Industrial Access Improvement Project" (the "Project"); and

WHEREAS, Constellation and Meridian have entered into an "Agreement for Land Exchange, and Construction and Maintenance of Access Road", dated June 24, 2003, whereby, among other things, Constellation and Meridian will exchange certain parcels of land resulting in Meridian acquiring certain real estate located in the City of Canandaigua, County of Ontario, and State of New York (hereinafter referred to as the "Meridian Parcel"), which is more particularly identified and described in the Site Plan; and

WHEREAS, Meridian has requested an easement to enter and pass over a portion of the access road as more particularly described in Exhibit B and the location of which is shown on the Site Plan (hereinafter referred to as "Easement Parcel"), by trucks, for purposes of ingress and egress to the Meridian Parcel from North Street all of which is more particularly identified and described in the Site Plan; and

WHEREAS, Constellation is willing to grant such rights to Meridian, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid by each party to each other, the receipt and sufficiency of which are hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the parties as follows:

1. Access Easement. Constellation does hereby grant to Meridian, Meridian's licensees, invitees, agents, contractors, and/or representatives an easement to enter and pass over the Easement Parcel, by trucks for purposes of ingress and egress to the Meridian Parcel from

North Street. Meridian shall use reasonable care and shall require any users to use reasonable care in using the Easement Parcel. Meridian shall pay no initial fee or any continuing fee in order to enjoy the benefits provided herein.

2. Use. The easement herein created shall restrict the use of the Easement Parcel by Meridian its successors and assigns, as follows:

- A) Use of the Easement Parcel is restricted to trucks, including but not limited to tractor trailers and commercial delivery trucks. Automobiles, vans, motorcycles and other vehicles used primarily to carry passengers, including but not limited to employee vehicles, are prohibited.
- B) No pedestrian use of the Easement Parcel is allowed.
- C) No vehicles, of any kind, involved in the commercial treatment, storage, refining, dispensing, recovery, recycling, reclamation or disposal of waste, oil, "hazardous waste" or "solid waste" (collectively "Waste"), as such terms are defined and regulated by the Resource Conservation and Recovery Act of 1976, as amended, and/or the New York Environmental Conservation Law article 27, as amended, and any rules and regulations promulgated pursuant to any of the foregoing, shall be allowed on the Easement Parcel other than for the purpose of removal of Waste from the Meridian Parcel.
- D) No explosives, medical waste or infectious materials are permitted on the Easement Parcel.
- E) No parking or staging of trucks, vehicles or containers of any kind or size is permitted on the Easement Parcel.
- F) No vehicles, of any kind, involved in the industry of manufacturing and/or distribution of beverages, including but not limited to wine, distilled spirits and alcoholic beverages, shall be allowed on the Easement Parcel.

In addition to the above restrictions, Meridian's successors and assigns shall not substantially increase the volume of trucks using the Easement Parcel from the average daily volume of trucks used by Meridian. Additionally, Meridian's successors and assigns shall not use trucks on the Easement Parcel which are materially different from those Meridian is permitted to use on the Easement Parcel.

3. Maintenance.

(a) Constellation, at Constellation's expense, is responsible for maintenance of the Easement Parcel. Meridian, at Meridian's expense, is responsible for all maintenance of the spur off the access road that is on the Meridian Parcel as more particularly shown in the Site Plan attached as Exhibit A. It is intended that the use of the Meridian Parcel shall be solely for the benefit of Meridian and its guests and invitees. It is expressly understood that Constellation shall have no obligation, duty or requirement to maintain or repair the spur or any other improvement on the Meridian Parcel.

(b) Meridian will promptly notify Constellation if Meridian believes any repairs or maintenance to the Easement Parcel are necessary.

4. Insurance; Condemnation.

(a) In the event of any casualty or condemnation affecting all or any part of the Easement Parcel, Constellation shall have no obligation to re-build or restore any of the improvements on the Easement Parcel or relocate such access road. Meridian shall have no rights to the proceeds of any insurance or condemnation.

(b) At all times while this Agreement is in effect, Meridian shall maintain sufficient insurance to cover potential harm, damages, loss, personal injury (including death), and property damage, including without limitation, damage to the access road and/or Constellation's property, due to (i) the use of the access road by Meridian, its agents, servants, invitees, employees, contractors or licensees (ii) accidents, events or occurrences involving motor vehicles, including trucks, owned or leased by Meridian, its agents, servants, invitees, employees, contractors or licensees and/or (iii) releases of hazardous substances, or migration of environmental contamination from Meridian's property. At a minimum, Meridian shall maintain the following insurance in the following minimum amounts:

1. Worker's Compensation insurance at statutory limits;
2. Comprehensive General Liability insurance, covering all claims of damages for injury to person or persons, including death, and all claims on account of property damage with a total limit of liability (including umbrella coverage) of at least \$5,000,000 each occurrence and \$5,000,000 in the aggregate; and
3. Comprehensive Motor Vehicle Liability insurance with a total limit (including umbrella coverage) of at least \$5,000,000 each occurrence.

Meridian shall cause Constellation and Ontario County Industrial Development Agency to be named as "additional insureds" on its Comprehensive General Liability Insurance policy, including umbrella coverage. Meridian shall submit to Constellation upon Constellation's request certificates of insurance evidencing continued insurance of the types and amounts listed above.

5. Indemnification. Meridian shall use the Easement Parcel solely at its own risk, and Meridian hereby agrees to indemnify, defend, save and hold Constellation, its subsidiaries, affiliates, successors and assigns, and each of their officers, directors, employees, agents, and contractors harmless from any claims, damages, suits, costs, expenses (including reasonable attorney fees), liability, actions or proceedings of any and all nature whatsoever, and any and all loss of or damage to property or injuries to or death of any person or persons, including damage to property of Constellation (collectively "Constellation Damages"), in any way resulting from or arising out of, directly or indirectly, Meridian's use of the Easement Parcel, or any part thereof, including without limitation the acts, negligence or omissions of Meridian and/or its guests, invitees, visitors, agents, contractors, employees and/or representatives except to the extent such Constellation Damages result from or arise out of Constellation's use of the Easement Parcel, or any part thereof, including without limitation the acts, negligence or omissions of Constellation and/or its guests, invitees, visitors, agents, contractors, employees

Ontario
County
Clerk

and/or representatives. Meridian's indemnification obligation shall survive the termination of this Agreement. Constellation hereby agrees to indemnify, defend, save and hold Meridian, its subsidiaries, affiliates, successors and assigns, and each of their officers, directors, employees, agents, and contractors harmless from any claims, damages, suits, costs, expenses (including reasonable attorney fees), liability, actions or proceedings of any and all nature whatsoever, and any and all loss of or damage to property or injuries to or death of any person or persons, including damage to property of Meridian (collectively, "Meridian Damages"), in any way resulting from or arising out of, directly or indirectly, Constellation's use of the Easement Parcel, or any part thereof, including without limitation the acts, negligence or omissions of Constellation and/or its guests, invitees, visitors, agents, contractors, employees and/or representatives except to the extent such Meridian Damages result from or arise out of Meridian's use of the Easement Parcel, or any part thereof, including without limitation the acts, negligence or omissions of Meridian and/or its guests, invitees, visitors, agents, contractors, employees and/or representatives. Constellation's indemnification obligation shall survive the termination of this Agreement.

6. Recordation of Agreement. This Agreement shall be recorded in the Ontario County Clerk's Office within ten (10) days after completion of the Project. The parties shall share evenly the cost of recording the Agreement. The parties agree to execute and deliver any ancillary instruments which may be necessary to effect recording.

7. Notices. Any notice required or permitted hereunder shall be in writing. Notices shall be addressed as follows:

If to Constellation: Canandaigua Wine Company
235 North Bloomfield Road
Canandaigua, New York 14424
Attn: President

And

Canandaigua Wine Company
235 North Bloomfield Road
Canandaigua, New York 14424
Attn: General Counsel

If to Meridian: Dick T. VanManen
General Manager of Canandaigua Operations
Meridian Automotive Systems - Composites
Operations, Inc.
203 North Street
Canandaigua, New York 14424

With a copy to: Dean P. Vanek
Sr. Vice President, Secretary & General Counsel
Meridian Automotive Systems, Inc.
550 Town Center Drive, Suite 475
Dearborn, MI 48126

Any notice so addressed shall be deemed duly given when delivered by hand, one day after being sent by Federal Express (or other guaranteed one-day delivery service by nationally recognized service that maintains a record of receipt) or three days after being sent by registered or certified U.S. mail, return receipt requested. Either party may change the individual and/or address for notices hereunder by giving notice in writing to the other in accordance with this section.

8. Termination of Agreement. Constellation may terminate this Agreement upon: a) the agreement of Meridian or its successors or assigns; or b) the uncured and continuing material default by Meridian, or its successors or assigns of Meridian's covenants or obligations under this Agreement and/or Meridian's covenants or obligations under the "Agreement for Land Exchange, And Construction and Maintenance of Access Road", dated June 24, 2003 by and between Constellation and Meridian, provided that a court of last resort has determined that a material default has occurred. In any litigation or lawsuit regarding whether a material default has occurred, the non-prevailing party shall pay the prevailing party's costs, including reasonable attorneys fees and costs and witness fees and costs. In the event of a termination hereof, Meridian expressly agrees that Constellation may file an affidavit in the Ontario County Clerk's office confirming that Constellation has so terminated this Agreement pursuant to its terms. In the event that anything further is reasonably requested in the future by a title company reviewing the state of title to the Constellation Parcel, in order to confirm the termination of this Easement Agreement, Meridian agrees to promptly provide any necessary release or other instrument to so confirm the termination of this Agreement.

9. Entire Agreement. Except for the covenants and obligations of the "Agreement for Land Exchange, And Construction and Maintenance of Access Road", dated June 24, 2003 by and between Constellation and Meridian, this Agreement constitutes the entire agreement of the parties relating to the use of the Easement Parcel and shall only be modified in a writing signed by both parties. Paragraph headings are for the convenience of the parties hereto only and are not to be construed as part of this Agreement.

10. Governing Law. The laws of the State of New York shall govern this Agreement without reference to conflicts of law principles.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together will constitute one agreement.

12. Inurement. Subject to the foregoing terms, this Agreement shall be perpetual and shall run with the land. Further, this Agreement shall be binding upon and inure to the benefit of Constellation and its successors and assigns, and Meridian and its successors and assigns.

13. Severability. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Ontario Co NY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CONSTELLATION BRANDS, INC.,
a Delaware corporation

By: *Ronald C. Fondulak*
Name: RONALD C. FONDULAK
Title: Assistant Secretary

MERIDIAN AUTOMOTIVE SYSTEMS
- COMPOSITES OPERATIONS, INC.,
a Delaware corporation

By: *Richard E. Newsted*
Name: Rich Newsted
Title: Vice President & Treasurer

Manjiv Singh 1/12/04
my commission expires
10/18/2004

Ontario Cts

ACKNOWLEDGMENTS

STATE OF NEW YORK)

) SS.:

COUNTY OF ONTARIO) 2004

On the 19th day of January, in the year 2003 before me, the undersigned, personally appeared Ronald C. Fardiller, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

BRIAN MEATH
Notary Public, State of New York
Qualified in Ontario County
#4787889
Commission Expires May 31, 2006

STATE OF MICHIGAN)

) SS.:

COUNTY OF WAYNE) 2004

On the 12th day of January, in the year 2003 before me, the undersigned, personally appeared Rich Newsted, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

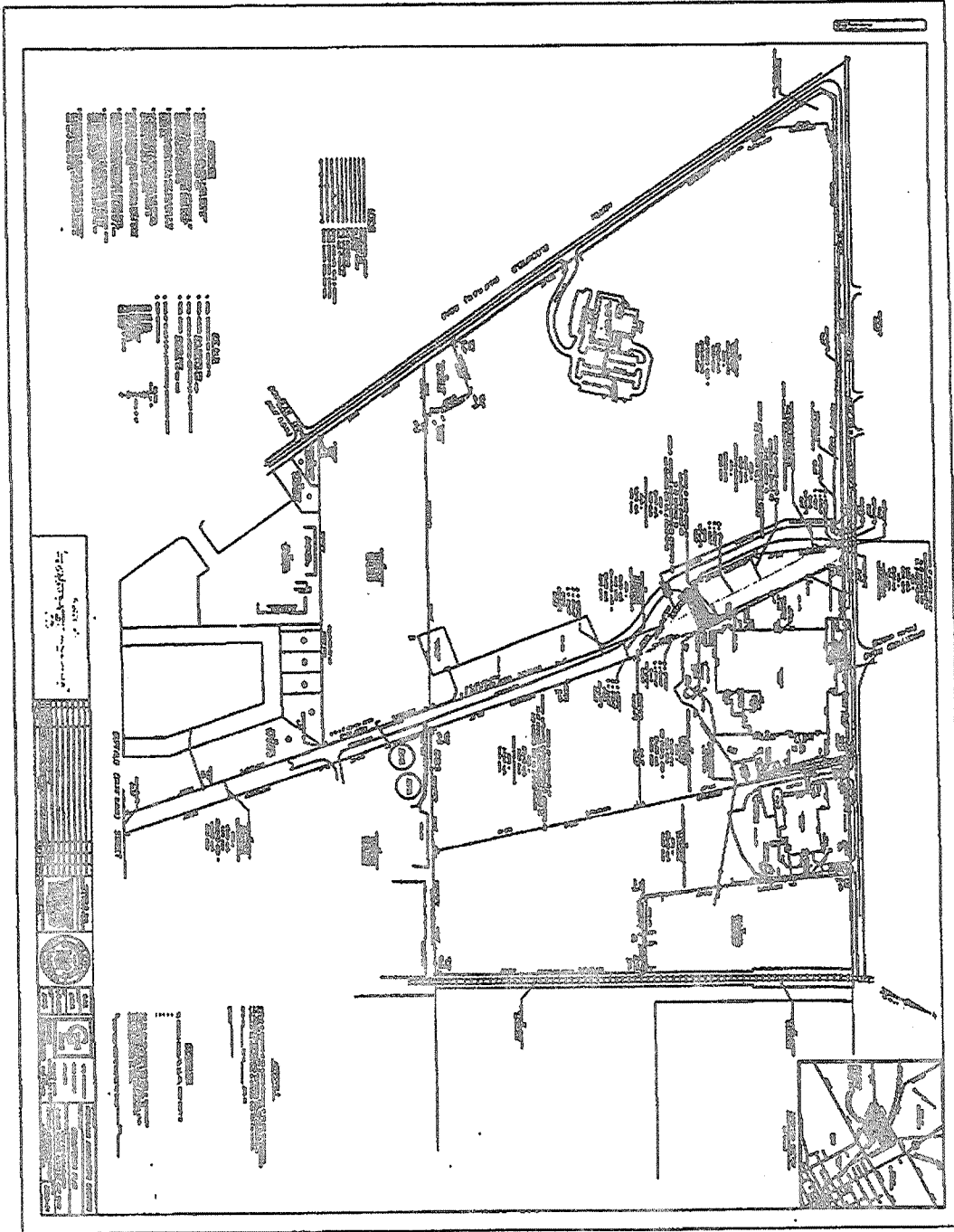
NANCY KINSEY
Wayne County State of Michigan
Commission Expires Oct. 18, 2004

Ontario Csw

Exhibit A

Site Plan

Ontario 2519



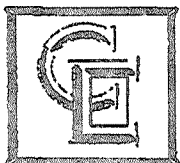
Ontario Co

Exhibit B

Legal Description

R685782.3

Ontario
Clerk



**COSTICH
ENGINEERING**

Project No. 3203
May 29, 2003
Revised December 23, 2003
Page 1 of 1

**DESCRIPTION OF PROPOSED INGRESS/EGRESS EASEMENT
FROM CONSTELLATION BRANDS, INC. TO
MERIDIAN AUTOMOTIVE SYSTEMS-COMPOSITES OPERATIONS, INC.**

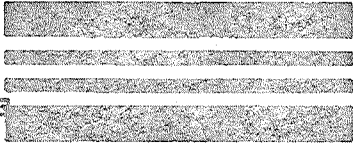
All that tract or parcel of land situate in the City of Canandaigua, County of Ontario, State of New York, all as shown on a map entitled "Meridian Automotive Systems Subdivision Plan", prepared by Costich Engineering, P.C., having drawing number 3203-01, dated 6/11/2002, and is to be filed in the Ontario County Clerk's Office and being more particularly bounded and described as follows:

Beginning at a point on the south right-of-way line of North (66.0' R.O.W.) Street said point being the northwest corner of lands now or formerly owned by Meridian Automotive Systems-Composites Operations, Inc., and the northeast corner of lands now or formerly owned by Constellation Brands Inc., all as shown on the aforementioned map; thence

1. S32°33'19"E, along common property line Constellation Brands, Inc to the West and Meridian Automotive Systems-Composites Operations, Inc. to the East a distance of 325.41 feet to a point; thence
2. S50°20'56"E, along the aforementioned property line a distance of 218.92 feet to a point; thence
3. S77°44'52"E, along the aforementioned property line a distance of 131.75 feet to a point; thence
4. S41°12'51"W, a distance of 133.99 feet to a point; thence
5. N49°36'29"W, a distance of 491.79 feet to a point; thence
6. N27°09'33"W, a distance of 179.54 feet to a point on said south right-of-way line of North Street; thence
7. N65°53'43"E, along said south right-of-way line of North Street a distance of 25.46 feet to a point; thence
8. N22°28'53"E, along said south right-of-way line of North Street a distance of 36.46 feet to a point; thence
9. N63°01'14"E, along said south right-of-way line of North Street a distance of 3.25 feet to a point; thence
10. N62°49'02"E, along said south right-of-way line of North Street a distance of 37.27 feet to the point and place of beginning.

Ontario CSM

ONTARIO COUNTY CLERK'S OFFICE
CLERK'S RECORDING PAGE



This document has been recorded.
This is NOT a bill

Return To:

MERIDIAN AUTOMOTIVE GROUP INC
NYS TAXATION AND FINANCE

Index JUDGMENT DOCKET
Book 02003 Page 8093
No. Pages 0002
Instrument TRANS OF JUDGMT
Date : 11/24/2003
Time : 9:04:39
Control # 200311240027
REF # J 2003 003748
DOC # JN 2003 002480
Employee ID CLKPJA

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Total: \$.00

STATE OF NEW YORK
ONTARIO COUNTY CLERK'S OFFICE

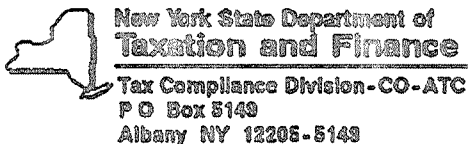
THIS SHEET CONSTITUTES THE CLERK'S ENDORSE-
MENT REQUIRED BY SECTION 316-A (5) AND
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. ** DO NOT DETACH **

JOHN H. COOLEY
COUNTY CLERK

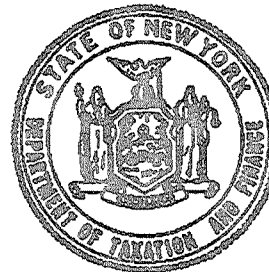


200311240027

Ontario Cts



Warrant



Commissioner of Taxation and Finance
 against

Judgment
 Creditor

MERIDIAN AUTOMOTIVE GROUP, INC.
 1317 COUNTY RD 7
 CLIFTON SPRINGS, NY 14432-9507

Judgment
 Debtor
 Last Known
 Address

Warrant ID:
 E-021934324-W001-4

County of Judgment:
 ONTARIO

Article of Tax Law:
 28/29

The people of the state of New York to: D MICHELI
 an officer or employee of the Department of Taxation and Finance: Whereas, a tax has been found due to the
 Commissioner of Taxation and Finance of the state of New York imposed by the above noted Article of Tax
 Law from the debtor named, the nature and amount of which, together with the interest and penalties thereon,
 are as follows:

| Assessment ID | Period Ending | Tax | Penalty | Interest | Assessment Total |
|--------------------|---------------|--------|---------|----------|------------------|
| L-022191133-2 | 11/30/02 | 0.00 | 50.00 | 0.00 | 50.00 |
| L-021934324-3 | 09/31/02 | 750.00 | 172.50 | 121.19 | 1,043.69 |
| Total amount due ➔ | | | | | 1,093.69 |

And whereas, said tax, interest and penalties now remain wholly unpaid;

Now therefore, we command you to file a copy of this warrant within five days after its receipt by you in the office of the clerk of the county named above, for entry by him in the judgment docket, pursuant to the provisions of the Tax Law.

And we further command you, that you satisfy said claim of said Commissioner of Taxation and Finance for said tax with penalties and interest out of the real and personal property in said county belonging to said debtor and the debts due to him at the time when said copy of this warrant is so docketed in the office of the clerk of such county or at any time thereafter; and that only the property in which said debtor who is not deceased has an interest or the debts owed to him shall be levied upon or sold hereunder; and return this warrant and pay the money collected, to the Commissioner of Taxation and Finance of the state of New York.

Lay and collect total amount due shown above plus accrued interest and any additional penalties provided by law.

Current interest rate 14.00% per year on \$ 871.19 from NOVEMBER 13, 2003
 The interest rate may vary according to the Tax Law.

Warrant received at 8 o'clock A.M. on

NOV 17 2003

Issued
 By

J. Monette
 Deputy Tax Commissioner

for the Commissioner
 of Taxation and Finance

DTF-977 (7/05) 00010



Ontario County Clerk Recording Page

Return To

John H. Cooley, County Clerk
Ontario County Clerk
20 Ontario Street
Canandaigua, New York 14424
(585) 396-4200

Document Type: TRANSCRIPT OF JUDGMENT

Receipt Number: 41209

| |
|--------------------------------------|
| Party 1 |
| MERIDIAN AUTOMOTIVE GROUP INC |

| |
|---------------------------------|
| Party 2 |
| NYS TAXATION AND FINANCE |

| |
|--------------------------------|
| Fees |
| Total Fees Paid: \$0.00 |

| |
|--------------------------------|
| Control #: 201103040151 |
| Ref #: JN 2011 000796 |
| Ref #: J 2011 001173 |

State of New York
County of Ontario

Filed on March 4th, 2011 at 4:28:06 PM
in Liber 02013 of Judgments
beginning at page 2020, ending at page 2021,
with a total page count of 2.

Ontario County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

201103040151

03/04/2011 04:28:06 PM

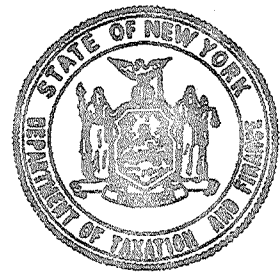
J 02013 2021



**New York State Department of
Taxation and Finance**

Civil Enforcement - CO-ATC
WA Harriman Campus
Albany NY 12227-0001

Warrant



Commissioner of Taxation and Finance
against

Judgment
Creditor

MERIDIAN AUTOMOTIVE GROUP, INC.
1317 COUNTY RD 7
CLIFTON SPRINGS, NY 14432-9507

Judgment
Debtor

Warrant ID:
E-021934324-W002-8

Last Known
Address

County of Judgment:
ONTARIO

Article of Tax Law:
28/29

The people of the state of New York to: K L ARKISON
an officer or employee of the Department of Taxation and Finance: Whereas, a tax has been found due to the
Commissioner of Taxation and Finance of the state of New York imposed by the above noted Article of Tax
Law from the debtor named, the nature and amount of which, together with the interest and penalties thereon,
are as follows:

| Assessment ID | Period Ending | Tax | Penalty | Interest | Assessment Total |
|--------------------|---------------|-----------|-----------|-----------|------------------|
| L-025923412-4 | 02/28/05 | \$ 750.00 | \$ 225.00 | \$ 987.40 | \$ 1,962.40 |
| Total amount due ➤ | | | | | \$ 1,962.40 |

And whereas, said tax, interest and penalties now remain wholly unpaid;

Now therefore, we command you to file a copy of this warrant within five days after its receipt by you in the office of the clerk of the county named above, for entry by him in the judgment docket, pursuant to the provisions of the Tax Law.

And we further command you, that you satisfy said claim of said Commissioner of Taxation and Finance for said tax with penalties and interest out of the real and personal property in said county belonging to said debtor and the debts due to him at the time when said copy of this warrant is so docketed in the office of the clerk of such county or at any time thereafter; and that only the property in which said debtor who is not deceased has an interest or the debts owed to him shall be levied upon or sold hereunder; and return this warrant and pay the money collected, to the Commissioner of Taxation and Finance of the state of New York.

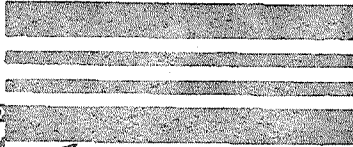
Levy and collect total amount due shown above plus accrued interest and any additional penalties provided by law.

Current interest rate 14.50 % per year on \$ 1,737.40 from FEBRUARY 28, 2011.
The interest rate may vary according to the Tax Law.

Warrant received at 9 o'clock A.M. on FEBRUARY 28, 2011.

Issued By *Karen L. Arkison*
Deputy Tax Commissioner

for the Commissioner
of Taxation and Finance



This Document has been recorded
This is NOT a bill

ONTARIO COUNTY CLERK'S OFFICE
CLERK'S RECORDING PAGE

1627/718 1237/745
1627/759 704/563 D 905/333 ✓

Return To:

WOODS OVIATT GILMAN
700 CROSSROADS BLDG
ROCHESTER NEW YORK 14614

Index DEED BOOK
Book 01213 Page 0163
No. Pages 0275
Instrument AFFIDAVIT
Date : 9/02/2008
Time : 1:24:50
Control # 200809020087
IN # IN 2008 010218

MERIDIAN AUTOMOTIVE SYSTEMS-CO
MPOSITES OPERATIONS INC

Employee ID COUNTER3
SD

| | | |
|---------------|----|---------------|
| RECORDING | \$ | 833.50 |
| RECORDING | \$ | 2.00 |
| SURCHARGE | \$ | 4.75 |
| SURCHARGE | \$ | 14.25 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| Total: | \$ | 854.50 |

STATE OF NEW YORK
ONTARIO COUNTY CLERK'S OFFICE

THIS SHEET CONSTITUTES THE CLERK'S ENDORSE-
MENT REQUIRED BY SECTION 316-A (5) AND
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. ** DO NOT DETACH **

JOHN H. COOLEY
COUNTY CLERK



174
etc

AFFIDAVIT

MERIDIAN AUTOMOTIVE SYSTEMS
- COMPOSITES OPERATIONS INC.

RE: 203 North Street, Canandaigua, New York
Property Address: 203 North Street, Canandaigua, New York 14424
Tax Account No.: 70.19-1-3.1

Lot No. 1, Brick Yard Subdivision, Canandaigua, New York
Property Address: 2650 Brickyard Road and part of 2640 Brickyard Road, Canandaigua,
New York 14424
Tax Account No.: 70.00-1-40.100 and part of 70.00-1-41.00

Lot No. 2, Brick Yard Subdivision, Canandaigua, New York
Property Address: Part of 2640 Brickyard Road, Canandaigua, New York 14424
Tax Account No.: Part of 70.00-1-41.000

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS:

The undersigned, being duly sworn, deposes and says:

1. I am an officer of Meridian Automotive Systems – Composites Operations Inc. ("Meridian"), the owner of the above-reference properties, and I make this affidavit on behalf of Meridian based upon my personal knowledge and understanding, public records and Meridian's books and records.

2. Meridian owns the above-referenced real property which is located in Ontario County New York and is more particularly described in Exhibit A annexed hereto (collectively, the "Property").

3. I am advised that the real property records of Ontario County New York reflect several mortgage liens upon the Property as more particularly set forth in Exhibit B-1 and Exhibit B-2 annexed hereto.

4. The liens of the mortgages set forth in Exhibit B-1 have been terminated pursuant to the terms of the Findings of Fact, Conclusions of Law, and Order Confirming the Fourth Amended Joint Plan of Reorganization Proposed by the Debtors dated December 6, 2006 and the Fourth Amended Joint Plan of Reorganization Proposed by the Debtors, Delaware Bankruptcy Case No. 05-11168 (collectively, the "Meridian Bankruptcy Order and Plan"). A copy of the Meridian Bankruptcy Order and Plan is attached as Exhibit C-1.

5. The lien of the mortgage and the conditional assignment of rents set forth in Exhibit B-2 were terminated pursuant to the terms of a Bankruptcy Sale Order dated June 23, 2000 and Asset Purchase Agreement in the bankruptcy case of Cambridge Industries Holdings, Inc., Cambridge Industries, Inc., and CE Automotive Trim Systems, Inc., Delaware Bankruptcy Case Nos. 00-1919 through 00-1921 (collectively, the "Cambridge Bankruptcy Sale Order and Asset Purchase Agreement"). A copy of the Cambridge Bankruptcy Sale Order and Asset Purchase Agreement is attached as Exhibit C-2.

6. I request that this Affidavit be filed in the Ontario County Clerk's Office and indexed by the Clerk of Ontario County against the properties described in Exhibit A and the Mortgages described in Exhibits B-1 and Exhibit B-2 in order to provide notice and explanation of the terms and effect of the Meridian Bankruptcy Order and Plan and the Cambridge Bankruptcy Sale Order and Asset Purchase Agreement.

MERIDIAN AUTOMOTIVE SYSTEMS -
COMPOSITES OPERATIONS, INC., formerly
known as Cambridge Acquisition Corp., a Delaware
Corporation

By: 
Name: Matthew K. Paroly
Its: Vice President and Secretary

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss.:

On the 27th day of August in the year 2008 ~~sworn to, before me, a Notary Public in and for said State, personally appeared Matthew K. Paroly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument:~~

Suzanne Javors
Notary Public

Suzanne Javors
Notary Public Michigan
Oakland County
My Comm. Expires 08/28/08
Suzanne Javors

**Exhibit A
Legal Descriptions**

203 North Street, Canandaigua, New York
Property Address: 203 North Street, Canandaigua, New York 14424
Tax Account No.: 70.19-1-3.1

All That Tract or Parcel of Land situate, lying and being in the City of Canandaigua, County of Ontario and State of New York, being bounded and described as follows:

Commencing on the south line of North Street a distance of 1,939.25 feet westerly from the west line of Main Street as measured along North Street;

thence (1) South 73 degrees 43 minutes West, along the south line of North Street, a distance of 739.25 feet to the east line of New York Central Railroad (Canandaigua Batavia Branch);

thence (2) southerly along the east line of lands of the New York Central Railroad (Canandaigua-Batavia Branch) a distance of 1,092.48 feet along a curve having a radius of 5,768.16 feet to a point;

thence (3) South 34 degrees 11 minutes 30 seconds East a distance of 531.72 feet to a point in the north line of lands described in a Deed recorded in the Ontario County Clerk's Office in Liber 398 of Deeds at page 222;

thence (4) North 73 degrees 47 minutes 30 seconds East and along the north line of said lands a distance of 440.56 feet to a point;

thence (5) North 27 degrees 24 minutes 40 seconds East a distance of 1,537.20 feet to the point and place of beginning.

Excepting therefrom the following premises conveyed to the Ontario County Industrial Development Agency by the Deed recorded January 16, 2004 in the Ontario County Clerk's Office in Liber 1111 of Deeds at page 932:

All That Tract or Parcel of Land situate in the City of Canandaigua, County of Ontario and State of New York, all as shown on a map entitled "8.512 Acre Parcel to be conveyed to Constellation Brands, Inc by Meridian Automotive Systems - Composites Operations, Inc." , prepared by Costich Engineering, P. C., having Drawing number 3203 - A, dated June 18, 2003, (a copy of said map is recorded in the Ontario County Clerk's Office in Liber 1111 of Deeds at page 932) and being more particularly bounded and described as follows:

Commencing at a point on the south right-of-way line of North Street (66.0 foot wide right-of-way), said point being the northwest corner of lands now or formerly owned by Meridian Automotive Systems - Composites Operations, Inc., having Tax Account Number 070.19 - 01 - 04.2 and the northeast corner of lands now or formerly owned by Meridian Automotive Systems - Composites Operations, Inc. having Tax Account No. 070.19 - 01 - 03;

thence (A) South 38° 37' 53" East and along the aforementioned common property line a distance of 772.95 feet to the point and place of beginning;

thence (1) South 38° 37' 53" East a distance of 772.95 feet to a point;

thence (2) South 62° 34' 17" West a distance of 440.56 feet to a point;

thence (3) North 45° 24' 43" West a distance of 531.72 feet to a point of curvature;

thence (4) Northwesterly on a curve to the left having a delta angle of 02° 38' 31" and a radius of 5,786.16 feet an arc length distance of 266.80 feet to a point, said curve also having a chord of North 46° 44' 17" West a distance of 266.78 feet to a point;

thence (5) North 62° 29' 47" East a distance of 542.77 feet to the point and place of beginning.

Containing 8.512 acres of land, more or less.

Also conveying the following premises conveyed to Meridian Automotive Systems - Composites Operations, Inc. by the Deed recorded January 23, 2004 in the Ontario County Clerk's Office in Liber 1112 of deeds at page 316;

All That Tract or Parcel of Land situate in the City of Canandaigua, County of Ontario and State of New York, all as shown on a map entitled "2.106 Acre Parcel to be conveyed to Meridian Automotive Systems - Composites Operations, Inc by Constellation Brands, Inc." , prepared by Costich Engineering, P. C., having Drawing number 3203 - B, dated June 18, 2003, (a copy of said map is recorded in the Ontario County Clerk's Office in Liber 1112 of Deeds at page 316) and being more particularly bounded and described as follows:

Commencing at a point on the south right -of - way line of North Street (66.0 foot wide right-of-way), said point being the northwest corner of lands now or formerly owned by Meridian Automotive Systems - Composites Operations, Inc., having Tax Account Number 070.19 - 01 - 04.2 and the northeast corner of lands now or formerly owned by Meridian Automotive Systems - Composites Operations, Inc. having Tax Account No. 070.19 - 01 - 03;

thence (A) South 62° 29' 47" West and along the south right-of-way line of North Street a distance of 739.27 feet to the point and place of beginning;

thence (1) Southeasterly and along a curve to the right having a delta angle of 08° 10' 34" and a radius of 5,786.16 feet an arc length distance of 825.68 feet to a point, said curve also having a chord of South 52° 08' 49" East a distance of 824.98 feet to a point;

thence (2) North 77° 44' 52" West a distance of 350.53 feet to a point;

thence (3) North 50° 20' 56" West a distance of 218.92 feet to a point;

thence (4) North 32° 33' 19" West a distance of 325.41 feet to a point on the south right-of-way line of North Street;

thence (5) North 62° 49' 02" East and along the south right-of-way line of North Street a distance of 39.14 feet to the point and place of beginning.

Containing 2.106 acres of land, more or less.

Together with the benefits and burdens of the Ingress/Egress Easement Agreement made by Constellation Brands, Inc. and Meridian Automotive Systems - Composites Operations, Inc., dated June 24, 2003 and recorded January 23, 2004 in the Ontario County Clerk's Office in Liber 1112 of Deeds at page 264.

Said premises are alternately bounded and described as follows:

All That Tract or Parcel of Land situate, lying and being in the City of Canandaigua, County of Ontario and State of New York, being bounded and described as follows:

Beginning at an iron pipe located on the southerly right-of-way line of North Street (66 foot wide right-of-way), said iron pipe being 1,934.34 feet westerly of the intersection of the west right-of-way line of Main Street with the southerly right-of-way line of North Street as measured along North Street;

thence (1) South 38° 37' 53" East a distance of 764.21 feet to a point;

thence (2) South 62° 29' 47" West a distance of 542.77 feet to a point;

thence (3) North 77° 44' 52" West a distance of 350.53 feet to a point;

thence (4) North 50° 20' 56" West a distance of 218.92 feet to a point;

thence (5) North 32° 33' 19" West a distance of 325.41 feet to a point in the southerly right-of-way line of North Street;

thence (6) North 62° 49' 02" East and along the southerly right-of-way line of North Street a distance of 39.14 feet to a point;

thence (7) North 62° 29' 47" East and along the southerly right-of-way line of North Street a distance of 739.27 feet to the point and place of beginning.

Hereby intending to describe a parcel of land containing 564,305.2 square feet or 12.955 acres as shown on a Survey Map made by Passero Associates, dated November 13, 2007, being Project No. 2007758.01.

Together with the benefits and burdens of the Ingress/Egress Easement Agreement made by Constellation Brands, Inc. and Meridian Automotive Systems - Composites Operations, Inc., dated June 24, 2003 and recorded January 23, 2004 in the Ontario County Clerk's Office in Liber 1112 of Deeds at page 264.

Lot No. 1, Brick Yard Subdivision, Canandaigua, New York
Property Address: 2650 Brickyard Road and part of 2640 Brickyard Road, Canandaigua,
New York 14424
Tax Account No.: 70.00-1-40.100 and part of 70.00-1-41.00

All That Tract or Parcel of Land situate, lying and being in the Town of Canandaigua,
County of Ontario and State of New York and being more particularly described as follows:

Commencing at the intersection of the westerly right-of-way line of Brick Yard Road (variable
width right-of-way) and the northerly right-of-way line of North Street (66.0 foot wide right-of-
way);

thence South 73 degrees 21 minutes 04 seconds West along the northerly right-of-way line of
North Street a distance of 131.88 feet to the point and place of beginning;

thence (1) continuing South 73 degrees 21 minutes 04 seconds West along the northerly right-of-
way line of North Street a distance of 227.41 feet to a point;

thence the following three courses along the easterly line of lands now or formerly owned by
Charles Potter (See Tax Account No. 070.00 - 01 - 052.11);

(2) North 48 degrees 27 minutes 26 seconds West a distance of 162.76 feet to a point;

(3) North 49 degrees 42 minutes 06 seconds West a distance of 350.00 feet to a point;

(4) North 52 degrees 36 minutes 56 seconds West a distance of 186.43 feet to a point;

thence (5) North 37 degrees 23 minutes 24 seconds East a distance of 242.08 feet to a point in
the centerline of Brick Yard Road;

thence (6) South 59 degrees 49 minutes 56 seconds East in the centerline of Brickyard Road a
distance of 24.27 feet to a point;

thence (7) South 55 degrees 15 minutes 26 seconds East in the centerline of Brickyard Road a
distance of 656.80 feet to a point;

thence (8) South 34 degrees 44 minutes 34 seconds West a distance of 24.75 feet to a point in the
westerly line of Brick Yard Road;

thence (9) South 55 degrees 15 minutes 26 seconds East and in the westerly line of Brick Yard
Road a distance of 75.52 feet to a point;

thence the following two courses along lands acquired by the City of Canandaigua for highway
use (See Parcel Number 4 in Liber 1074 of Deeds at page 683);

(10) South 21 degrees 55 minutes 03 seconds East a distance of 65.21 feet to a point;

(11) South 21 degrees 24 minutes 20 seconds West a distance of 69.08 feet to the point and place of beginning.

Hereby intending to describe a parcel of land containing 217,801.6 square feet or 5.000 acres and known as Lot No. 1 of the Brick Yard Subdivision as shown on a map made by Passero Associates, dated November 15, 2007, being Project No. 2007758.01.

Lot No. 2, Brick Yard Subdivision, Canandaigua, New York
Property Address: Part of 2640 Brickyard Road, Canandaigua, New York 14424
Tax Account No.: Part of 70.00-1-41.000

All That Tract or Parcel of Land situate, lying and being in the Town of Canandaigua, County of Ontario and State of New York and being more particularly described as follows:

Commencing at the intersection of the westerly right-of-way line of Brick Yard Road (variable width right-of-way) and the northerly right-of-way line of North Street (66.0 foot wide right-of-way);

thence (A) North 55 degrees 15 minutes 26 seconds West and along the westerly right-of-way line of Brick Yard Road a distance of 228.23 feet to a point;

thence (B) North 34 degrees 44 minutes 34 seconds East a distance of 24.75 feet to a point in the center line of Brick Yard Road;

thence (C) North 55 degrees 15 minutes 26 seconds West and along the center line of Brick Yard Road a distance of 656.80 feet to a point;

thence (D) North 59 degrees 49 minutes 56 seconds West and continuing along the center line of Brick Yard Road a distance of 24.27 feet to the point and place of beginning;

thence (1) North 37 degrees 23 minutes 24 seconds East a distance of 242.08 feet to a point;

thence the following three courses along the east line of lands now or formerly owned by Charles Potter (See Tax Account No. 070.00 - 01 - 052.11);

(2) North 52 degrees 36 minutes 56 seconds West a distance of 158.17 feet to a point;

(3) North 55 degrees 42 minutes 56 seconds West a distance of 198.17 feet to a point;

(4) North 58 degrees 43 minutes 56 seconds West a distance of 57.07 feet to a point;

thence (5) North 73 degrees 29 minutes 04 seconds East and along the south line of lands now or formerly owned by Walter Kurzejeski (See Tax Account No. 070.00 - 01 - 042.1 for #2610 Brick Yard Road) a distance of 281.72 feet to a point in the center line of Brick Yard Road;

thence (6) South 59 degrees 49 minutes 56 seconds East and along the center line of Brick Yard Road a distance of 248.80 feet to the point and place of beginning.

Hereby intending to describe a parcel of land containing 73,832.3 square feet or 1.695 acres and known as Lot No. 2 of the Brick Yard Subdivision as shown on a map made by Passero Associates, dated November 15, 2007, being Project No. 2007758.01.

**Exhibit B-1
Mortgage Liens**

1. First Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Meridian Automotive Systems - Composites Operations, Inc., a Delaware corporation, (formerly known as Cambridge Acquisition Corp., a Delaware corporation), to Credit Suisse First Boston, to secure \$3,500,000.00, dated April 28, 2004 and recorded May 7, 2004 in the Ontario County Clerk's Office in Liber 1627 of Mortgages at page 718.
2. Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Meridian Automotive Systems - Composites Operations, Inc., a Delaware corporation, (formerly known as Cambridge Acquisition Corp., a Delaware corporation), to Credit Suisse First Boston, to secure \$3,500,000.00, dated April 28, 2004 and recorded May 7, 2004 in the Ontario County Clerk's Office in Liber 1627 of Mortgages at page 759.
3. Mortgage made by Meridian Automotive Systems - Composites Operations Inc., f/k/a Cambridge Acquisition Corp., to State Street Bank and Trust Company, as Collateral Agent, to secure \$3,500,000.00, dated June 13, 2001 and recorded June 26, 2001 in the Ontario County Clerk's Office in Liber 1237 of Mortgages at page 745;
 - a. as amended by the Partial Release of Mortgaged Premises made by U. S. Bank, National Association, successor in interest to State Street Bank and Trust Company, to Meridian Automotive Systems - Composites Operations, Inc., f/k/a Cambridge Acquisition Corporation, dated December 11, 2003 and recorded December 18, 2003 in the Ontario County Clerk's Office in Liber 1110 of Deeds at page 507;
 - b. as further amended by the Subordination Agreement made by U.S. Bank, National Association, successor in interest to State Street Bank and Trust Company and Credit Suisse First Boston, dated April 23, 2004 and recorded May 7, 2004 in the Ontario County Clerk's Office in Liber 1627 of Mortgages at page 801.

Exhibit B-2
Mortgage Liens

1. Collateral Security Mortgage granted by the Volpex Corporation to the Central Trust Company, to secure \$4,600,000.00, dated and recorded March 8, 1991 in the Ontario County Clerk's Office in Liber 704 of Mortgages at page 563;
 - a. as assigned by Central Trust Company to the Midlantic Corporation, by the assignment of Mortgage and Assignment of Rents, dated June 30, 1992 and recorded July 6, 1992 in the Ontario County Clerk's Office in Liber 919 of Deeds at page 28;
 - b. as further assigned by Midlantic Corporation to Voploans Acquisition Corp., dated August 27, 1992 and recorded September 8, 1992 in the Ontario County Clerk's Office in Liber 756 of Mortgages at page 390.
2. Conditional Assignment of Rents made by Voplex Corporation to the Central Trust Company, dated and recorded March 8, 1991 in the Ontario County Clerk's Office in Liber 905 of Deeds at page 833;
 - c. as assigned by Central Trust Company to the Midlantic Corporation, by the assignment of Mortgage and Assignment of Rents, dated June 30, 1992 and recorded July 6, 1992 in the Ontario County Clerk's Office in Liber 919 of Deeds at page 28;
 - d. as further assigned by Midlantic Corporation to Voploans Acquisition Corp., dated August 27, 1992 and recorded September 8, 1992 in the Ontario County Clerk's Office in Liber 756 of Mortgages at page 390.

Exhibit C-1
Meridian Bankruptcy Order and Plan

(927938:)



Ontario County Clerk Recording Page

Return To

Matthew J. Hoose, County Clerk
Ontario County Clerk
20 Ontario Street
Canandaigua, New York 14424
(585) 396-4200

Document Type: CERT INC - DISSOLVED

Receipt Number: 79749

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|---|--------|
| Party 1 | |
| MERIDIAN AUTOMOTIVE SYSTEMS- COMPOSITES OPERATIONS INC | |
| Fees | |
| Total Fees Paid: | \$0.00 |

| |
|---------|
| Party 2 |
| |

| | |
|------------|----------------|
| Control #: | 201205030264 |
| Ref #: | CX 2012 000197 |

State of New York
County of Ontario

Filed on May 3rd, 2012 at 4:17:56 PM
in Liber 00003 of Corporations
beginning at page 0725, ending at page 0726,
with a total page count of 2.

Ontario County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

201205030264

05/03/2012 04:17:56 PM

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FOREIGN CORPORATIONS WHOSE AUTHORITY IS ANNULLED

PAGE 1

ACT (USA), INC. (03) (DE) *CJ 2003-148*
 CAMBRIDGE INDUSTRIES, INC. (94) (DE) *CJ 1994-22*
 DORADO SOFTWARE INC. (00) (CA) ~~000~~ *CJ 2001-11*
 GAS EQUIPMENT SUPPLY COMPANY (95) (GA) *CJ 1995-219*
 INDIAN RIVER DIRECT MARKETING, INC. (03) *CJ 2004-25*
 (FL)
 MERIDIAN AUTOMOTIVE SYSTEMS - COMPOSITES *CJ 2000-146*
 OPERATIONS, INC. (00) (DE)
 THE ARC GROUP, INC. - ILLINOIS (82) (IL) *CJ 1982-295/CJ 2002-41*