FILED IN HENDERSON COUNTY REGISTER OF DEEDS
OFFICE. NEDRA W. MOLES, REGISTER WB

DATE: 12/3/10 TIME: 10:15 AM

EXCISE TAX STAMP: _____

BOOK: 2332 PAGE: 023

This document was prepared by and, following recording, should be returned to: PYM

Paul D. Monson
Sidley Austin LLP
1 South Dearborn Street
Chicago, Illinois 60603

Henderson County, North Carolina

**MODIFICATION TO DEED OF TRUST, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES**

THIS MODIFICATION TO DEED OF TRUST, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES (this "Modification") entered into as of the 28th day of September, 2010 by and between MERITOR HEAVY VEHICLE SYSTEMS, LLC, a Delaware limited liability company (the "Grantor"), having its principal place of business at 2135 W. Maple Road, Troy, Michigan 48084, and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION ("Beneficiary") having an office at 1111 Fannin, 10th Floor, Harris County, Houston, Texas 77002, as administrative agent (the "Administrative Agent") for its benefit and for the benefit of the "Holders of Secured Obligations" as defined in the Credit Agreement (as hereinafter defined). The term "Holders of Secured Obligations" shall include those who are, and those who may hereafter become, Holders of Secured Obligations (as defined in the Credit Agreement). Except as otherwise provided herein, all capitalized terms used but not defined herein shall have the respective meanings given to them in the Credit Agreement.

RECITALS:

A. ARVINMERITOR, INC., an Indiana corporation (the "Company"), ARVINMERITOR FINANCE IRELAND, a private unlimited liability company incorporated under the laws of Ireland (the "Subsidiary Borrower" and, collectively with the Company, the "Borrowers"), Administrative Agent and the institutions from time to time party thereto as Lenders (the "Lenders") are parties to that certain Credit Agreement dated as of June 23, 2006 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement").

B. The Grantor executed a Deed of Trust, Fixture Filing and Assignment of Rents and Leases dated as of September 15, 2006 and recorded with the Register of Deeds of Henderson County, North Carolina on September 25, 2006 in Book 1831, at Page 614, in favor of Administrative Agent, covering the "Mortgaged Property" as defined therein, including the Premises as described in Exhibit A hereto (as amended, restated, modified or supplemented prior to the date hereof, the "Existing Deed of Trust").

C. Borrowers, Administrative Agent and certain Lenders, desiring to amend the provisions of the Credit Agreement to modify the maturity date of certain of the Loans and make certain other modifications and amendments thereto, have entered into that certain Amendment No. 5 to the Credit Agreement dated as of February 5, 2010 ("Amendment No. 5").

D. Grantor is a Subsidiary of the Company and has derived and will continue to derive direct and indirect economic benefit from the financial accommodations made by the Lenders to the Borrowers, and Grantor executed a Guaranty, dated as of June 23, 2006 (which guaranty is included in the definition of "Subsidiary Guaranty" as defined in the Credit Agreement), in favor of the Beneficiary (for the benefit of the Holders of Secured Obligations), pursuant to which Grantor has unconditionally and irrevocably guaranteed the full and prompt payment of the Secured Obligations.

E. The Loans and other Secured Obligations and the Grantor's obligations under the Subsidiary Guaranty are, and shall continue to be, secured by the Mortgaged Property.

F. The Grantor is entering into this Modification to modify the future advances provisions (Section 19) of the Existing Deed of Trust in accordance with the modifications to the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Beneficiary agree as follows:

1. Definitions. The term "Deed of Trust" as used in the Existing Deed of Trust herein, shall be and mean the Existing Deed of Trust, as modified hereby and as

may be further amended and modified, supplemented and restated from time to time.

2. Maturity Date. Section 19(e) of the Existing Deed of Trust is replaced in its entirety with the following:

"(e) That the period within which such future Liabilities may be incurred shall expire no later than January 31, 2014, which date may be extended from time to time at the Beneficiary's discretion to a date not later than fifteen (15) years from the date on this Deed of Trust, and any such extension shall be effective without the recordation of an amendment, modification or supplement to this Deed of Trust identifying the extended expiration date of such period; and"

3. Reaffirmation of Deed of Trust. The Existing Deed of Trust is reaffirmed and shall be and remain in full force and effect in the form as recorded as hereinabove provided subject only to the amendments and modifications provided herein.

4. No Novation. It is the intent of the Grantor and the Beneficiary that neither this Modification nor any prior amendment, supplement or modification of the Credit Agreement, including, without limitation, Amendment No. 5 (nor the amendment, supplement or other modification of any other Loan Document) shall constitute a novation of any of the Secured Obligations or any other obligations secured by the Existing Deed of Trust (all such obligations continuing to be secured by the Deed of Trust).

5. Counterparts. This Modification may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and either of the parties hereto may execute this Modification by signing any such counterpart.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, this instrument is executed under seal as of the day and year first above written by the person or persons identified below on behalf of Grantor and Beneficiary (and said person or persons hereby represent that they possess full power and authority to execute this instrument).

THE GRANTOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE GRANTOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MODIFICATION.

**GRANTOR:**

**MERITOR HEAVY VEHICLE SYSTEMS, LLC**, a Delaware limited liability company

By: Kevin Nowlan
Name: Kevin Nowlan
Its: Vice President and Treasurer

**BENEFICIARY:**

**JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,**
as Administrative Agent and Beneficiary

By: _____ (SEAL)
Name: Robert E. Kellas
Its: Executive Director

IN WITNESS WHEREOF, this instrument is executed under seal as of the day and year first above written by the person or persons identified below on behalf of Grantor and Beneficiary (and said person or persons hereby represent that they possess full power and authority to execute this instrument).

THE GRANTOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE GRANTOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MODIFICATION.

**GRANTOR:**

**MERITOR HEAVY VEHICLE SYSTEMS, LLC**, a Delaware limited liability company

By: _____
Name: Kevin Nowlan
Its: Vice President and Treasurer

**BENEFICIARY:**

**JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,**
as Administrative Agent and Beneficiary

By: _____ (SEAL)
Name: Robert P. Kellas
Its: Executive Director

STATE OF Michigan

COUNTY OF Macomb

I certify that Kevin Nowlan personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: September 27, 2010

Tonysha M. Lias
(official signature of Notary)

Tonysha M. Lias, Notary Public
(Notary's printed or typed name)

(Official Seal)

My commission expires: July 7, 2013

TONYSHA M. LIAS
Notary Public, State of Michigan
County of Macomb
My Commission Expires 07-07-2013
Acting in the county of Oakland

STATE OF New York )
COUNTY OF New York ) SS.
)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert P. Kellas whose name as Executive Director of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national association.

Given under my hand and Official seal this 28th day of Sept., 2010.

Margarita Torres
Notary Public

(Seal)

My Commission Expires: 5/1/2014

New York
Notary Public in and for the
State of N.Y.

MARGARITA TORRES
Notary Public, State of New York
Qualified in Bronx County
No. 01TO6041062
My Commission Expires May 1, 2014

**EXHIBIT A**

Legal Description of the Premises

[see attached]

The attached legal description relates to the following:

PIN No(s).: 010252-01014

ADDRESS OF PREMISES

1000 Rockwell Drive
Henderson County, Fletcher, North Carolina

Based on information and records provided by the Grantor, the P.I.N. No(s) and street address relate to the attached legal description, however, in the event of a conflict between the P.I.N. No(s) or street address and the legal description, the legal description shall control.

Legal Description

Commencing at a mag nail set in the centerline intersections of the asphalt of U.S. Highway 25 and Rockwell Drive and runs thence North 57 degrees 10 minutes 03 seconds West, a distance of 123.96 feet to a concrete monument found in the Northwesterly right of way line of U.S. Highway 25 at its intersection with the Westerly right of way line of Rockwell Drive, the POINT OF BEGINNING; thence with the Westerly right of way line of Rockwell Drive the following three (3) courses and distances: North 40 degrees 50 minutes 27 seconds West, a distance of 576.32 feet to a concrete monument found, the point of curve of a non tangent curve to the left, of which the radius point lies South 51 degrees 36 minutes 42 seconds West, a radial distance of 474.59 feet; thence Northwesterly along the are, through a central angle of 54 degrees 55 minutes 04 seconds, a distance of 454.89 feet to a concrete monument found; thence South 88 degrees 49 minutes 59 seconds West, a distance of 67.96 feet to an iron rod set in the Southerly right of way line of Rockwell Drive; thence South 05 degrees 12 minutes 47 seconds West, a distance of 237.81 feet to an iron rod set; thence South 69 degrees 25 minutes 47 seconds West, a distance of 348.60 feet to an iron rod set; thence South 88 degrees 43 minutes 47 seconds West, a distance of 386.40 feet to an iron rod set; thence South 05 degrees. 26 minutes 47 seconds West, a distance of 874.78 feet an iron rod set; thence South 04 degrees 53 minutes 36 seconds West, a distance of 775.28 feet to an iron rod found; thence North 84 degrees 56 minutes 27 seconds West, a distance of 542.30 feet; thence South 03 degrees 38 minutes 33 seconds West. a distance of 1,020.74 feet to an iron rod found; thence North 82 degrees 51 minutes 27 seconds West, a distance of 172.92 feet to a concrete monument found in the easterly right of way line of Interstate 26; thence with the easterly right of way line of Interstate 26 North 29 degrees 04 minutes 15 seconds West, a distance of 3,919.45 feet to a concrete monument found in the easterly right of way line of Interstate 26 at its intersection with the centerline of Cane Creek; thence down the centerline of Cane Creek a tie line being North 75 degrees 33 minutes 47 seconds East, a distance of 1,820.93 feet to a calculated point in the centerline of Cane Creek; thence South 77 degrees 21 minutes 12 seconds East, a distance of 1,181.60 feet to an iron rod found; thence South 05 degrees 15 minutes 44 seconds West, a distance of 626.02 feet to a mag nail found inside the right of way line of Rockwell Drive; thence North 89 degrees 03 minutes 52 seconds East, a distance of 588.38 feet to mag nail found inside the said right of way; thence North 89 degrees 07 minutes 41 seconds East, a distance of 183.82 feet to a mag nail found the point of curve of a non tangent curve to the right, of which the radius point lies South 02 degrees 17 minutes 30 seconds East, a radial distance of 539.65 feet; thence Southeasterly along the arc, through a central angle of 52 degrees 41 minutes 19 seconds, a distance Of 496.26 feet; thence South 40 degrees 57 minutes 41 seconds East, a distance of 419.44 feet to a concrete monument found; thence South 84 degrees 36 minutes 03 seconds East, a distance of 195.02 feet to an iron rod set in the Northwesterly right of way line of U.S. Highway 25; thence with the Northwesterly right of way line of U.S. Highway 25 South 43 degrees 58 minutes 07 seconds West, a distance of 88.02 feet to a concrete monument found in said Northwesterly right of way line of U.S. Highway 25; thence continuing with the Northwesterly right of way line of U.S. Highway 25 South 43 degrees 58 minutes 07 seconds West. a distance of 97.05 feet to the POINT OF BEGINNING .

The above described property being a consolidated boundary of the following described tracts:

That certain deed from Richard C. Sauer and wife, Vena L. Sauer, to Rockwell International Corporation, a Delaware corporation, dated June 16, 1980, and recorded in Deed Book 590 at Page 195, Henderson County Registry.

That certain deed from John C. Youngblood and wife, June K. Youngblood, to Rockwell International Corporation, dated August) 4, 1980, and recorded August 27, 1980, in Deed Book 592 at Page 417, Henderson County Registry.

That certain deed from Roy Bagwell, Jr. and wife, Catherine O. Bagwell (a/k/a Katherine Bagwen), dated and filed for record June 2, 1980, and recorded in Deed Book 589 at Page 663, Henderson County Registry.

A portion of the land described in a deed from Bruce Drysdale et ux, to Employee's Pension Plan for Moland-Drysdale Corporation and the Employee's Pension Plan for the Fletcher Brick Company, Inc., dated March 13, 1957, and recorded in Deed Book 358 at Page 351; and being a portion of the land described in a deed from The Moland-Drysdale Corporation to The Fletcher Brick Company, Inc., dated October 26, 1966, and recorded in Deed Book 464 at Page 303, Henderson County Registry.

That certain deed from The Fletcher Brick Co., Inc.; Frank L. Todd, Sr. and Frank L. Todd, Jr., Trustees for the Employees' Pension Plan for the Fletcher Brick Co., Inc; Frank L. Todd, Sr. and Frank L. Todd, Jr., Trustees for the Employees' Pension Plan for the Moland-Drysdale Corporation; and Rockwell International Corporation, dated August 25, 1980, and recorded in Deed Book 592 at Page 321, Henderson County Registry.