

SECOND AMENDMENT

THIS AGREEMENT, made as of the 27th day of March, 1987, by and between CITATION CAROLINA CORP., an Alabama corporation (hereinafter called the "Borrower") and SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association (hereinafter called the "Lender").

R E C I T A L S:

On or about January 29, 1987, Borrower executed and delivered to Lender a Mortgage and Security Agreement which was recorded in Mortgage Record 552, Page 363, of the Probate Office of Escambia County, Alabama. The Mortgage and Security Agreement was amended by Amendment dated as of February 16, 1987, by and between Borrower and Lender, which Amendment was recorded in Mortgage Record 553, Page 63, of said Probate Office. The Mortgage and Security Agreement, as amended by the Amendment, is hereinafter referred to as the "Mortgage". Duplicate originals or copies of the Mortgage and Security Agreement and Amendment are recorded simultaneously herewith in the Counties of Jefferson, Jefferson (Bessemer Division), Shelby, Bibb and Dallas. The Mortgage presently secures the principal sum of Five Million Two Hundred Thousand and No/100 Dollars (\$5,200,000.00) as evidenced by the First Term Note and Second Term Note (as defined in the Mortgage), and all recording fees and taxes applicable to such indebtedness have been paid with the

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recording of the Mortgage. Borrower is also indebted to Lender pursuant to an unsecured promissory note in the principal sum of Ninety-Four Thousand Four Hundred Sixty-Four and 77/100 Dollars (\$94,464.77) dated February 16, 1987, from Borrower to Lender (the "Unsecured Note"). Borrower and Lender have simultaneously herewith entered into agreements to amend and restate the First Term Note and Second Term Note to modify certain provisions of the First Term Note and Second Term Note, including increasing the aggregate principal sum thereof by \$95,000.00 to include the principal indebtedness of the Unsecured Note and redistributing the existing secured indebtedness of \$5,200,000.00 which will remain outstanding between the First Term Note and Second Term Note. The First Term Note, as the same shall be amended and restated by instrument of even date herewith and as it may hereafter be extended, renewed, modified or amended, shall hereinafter be referred to as "Term Note A" and the Second Term Note, as the same shall be amended and restated by instrument of even date herewith and as it may hereafter be extended, renewed, modified or amended, shall hereinafter be referred to as "Term Note B". Borrower and Lender mutually desire to further amend the Mortgage to conform it to changes in such notes and to add certain property to the Mortgage to secure the indebtedness described therein and the additional \$95,000.00 principal sum which it shall hereafter secure.

### AGREEMENT

NOW, THEREFORE, in consideration of the recitals, and to induce the Bank to make certain amendments to the foregoing promissory notes, the parties hereto agree as follows:

1. The Mortgage is amended to provide that the aggregate principal indebtedness secured by the Mortgage is increased from Five Million Two Hundred Thousand and No/100 Dollars (\$5,200,000.00) to Five Million Two Hundred Ninety-Five Thousand and No/100 Dollars (\$5,295,000.00), and the Mortgage shall secure such principal sum, interest thereon, and all covenants, conditions and agreements of the Mortgage, a Security Agreement between Borrower and Lender of even date herewith (as the same may hereafter be extended, renewed, modified or amended, referred to herein as the "Security Agreement"), and a Loan Agreement between Borrower and Lender of even date herewith (as the same may hereafter be extended, renewed, modified or amended, referred to herein as the "Loan Agreement").

2. The Mortgage is amended to provide that the term "Notes", as such term appears in the Mortgage, shall mean "Term Note A" and "Term Note B". Term Note A and Term Note B shall, as of the date hereof, be outstanding in an aggregate outstanding principal amount of Five Million Two Hundred Ninety-Five Thousand and No/100 Dollars (\$5,295,000.00).

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3. The Mortgage is amended to delete Section 1.04(e) as it presently appears and to substitute in lieu thereof the following Section 1.04(e):

The Borrower shall promptly pay all sums due pursuant to the leases described in Exhibit A under and pursuant to which Borrower obtained a leasehold interest in each such property (the "Leases") and shall perform and observe all covenants and agreements contained in the Leases, and shall cause to be paid, performed and observed all obligations of any industrial development board or similar government board or authority (the "Board") pursuant to any mortgage (the "Prior Mortgages") granted on any of the Mortgaged Property to secure bonds issued by such Board (the "Bonds"). Borrower shall not consent to any amendment, modification or cancellation of any of the Leases or any amendment or modification of any of the Prior Mortgages without the written consent of Lender, and any attempted amendment or modification (or with respect to Leases, any cancellation) without such consent shall be void and of no force and effect. Borrower agrees that it will exercise any option it may have to purchase any property under the Leases when Bonds issued in connection with any of such Leases have been paid or are deemed paid or when any option to purchase is otherwise available under any of the Leases or would be available but for notice, payment of a fee, or other act or acts (other than prepayment of Bonds) within Borrower's control, except that with the prior written consent of Lender, which consent shall be in Lender's sole discretion, Borrower may elect not to exercise any such option. If Borrower fails to exercise any option that is available to it (or would be available upon notice, payment of a fee

or other act within Borrower's control other than prepayment of Bonds), Lender may, in its own name or in the name of Borrower, exercise such option, and any sums paid or expenses incurred by Lender shall be additional sums due Lender, payable on demand, and shall bear interest at two percent (2%) in excess of the highest rate of interest set forth in any of the Notes and shall be secured by this Mortgage. Borrower appoints Lender as its agent and attorney-in-fact to exercise any such option, which appointment is coupled with an interest and shall be irrevocable. Borrower agrees that the fee title and leasehold estate in any property under the Leases shall not merge but shall be kept separate and distinct notwithstanding the union of such estates in Borrower; however, the lien and security interest of Lender shall attach to and be a lien and security interest in and upon any greater right or estate Borrower hereafter acquires in any such property.

4. The Mortgage is amended to change the term "Lease" to "Leases" wherever the same appears therein and to change the term "Prior Mortgage" to "Prior Mortgages" wherever the same appears therein.

5. The Mortgage is amended to add the following Events of Default to Section 2.01:

- (f) any event of default occurs pursuant to the Loan Agreement or the Security Agreement;
- (g) any event occurs which, but for the giving of notice or expiration of any applicable grace period, would constitute a default or event of

default pursuant to any other mortgage, security agreement or title retention agreement with respect to any of the Mortgaged Property.

6. The Mortgage is amended to add to the real property described in the Mortgage the real property described in Exhibits A-1 and A-2 attached hereto and made a part hereof, and Borrower does hereby grant, bargain, sell, alien and convey unto Lender, its successors and assigns, the real property described in Exhibit A-1 and does hereby grant, bargain, sell, alien and convey unto Lender, its successors and assigns, Borrower's leasehold interest in and to the real property described in Exhibit A-2 together with all options to extend the Leases, or any of them, purchase all or any part of the land or other property under the Leases, or any of them, and all such other and greater rights in the land and other property as Borrower may hereafter acquire. Exhibit A to the Mortgage is hereby amended to add the real property described in Exhibits A-1 and A-2 attached hereto. All representations, warranties, covenants, and conveyances relating to such added real property, including, without limitation, all warranties of title and all conveyances of personal property, buildings, improvements, fixtures and appurtenances relating to the real property described in Exhibit A to the Mortgage shall also apply to the real prop-

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erty described in Exhibits A-1 and A-2 attached hereto, subject to the matters set forth in such exhibits.

7. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as so amended is hereby ratified and affirmed in all respects. Borrower confirms that it has no defenses or offsets with respect to its obligations pursuant to the Mortgage, as herein amended.

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

CITATION CAROLINA CORP., an  
Alabama corporation

By: T. Morris Hadeney  
Its: Chairman

SOUTHTRUST BANK OF ALABAMA,  
NATIONAL ASSOCIATION, a  
national banking association

By: Jack C. Moran  
Its: ASSISTANT VICE-PRESIDENT

STATE OF ALABAMA )  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that T. Morris Hackney whose name as Chairman of Citation Carolina Corp., an Alabama corporation, 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 corporation.

Given under my hand and official seal, this the 30<sup>th</sup> day of March, 1987.

Jamie Robinson  
Notary Public

My Commission Expires: 11-14-90

STATE OF ALABAMA )  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jack C. Moran whose name as Asst Vice Pres. of SouthTrust Bank of Alabama, National Association, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal, this the 30<sup>th</sup> day of March, 1987.

Jamie Robinson  
Notary Public

My Commission Expires: 11-14-90





EXHIBIT A-1

Parcel I

Beginning at a point in the southeast right-of-way line of the A.G.S R.R. which is 104 feet southerly from, measured at right angles to the centerline of the N.C. & St.L. R.R. in the City of Attalla, Alabama, and from thence running south 47 degrees 30 minutes west and along the southeast right-of-way line of said A.G.S. R.R. a distance of 3824.0 feet to a point which is 12.5 feet southerly from, measured at right angles to, the center line of the switch track leading from the main line of the said A.G.S. R.R. into the yards and plant of the Attalla Pipe & Foundry Co., Inc.; and from thence running south 83 degrees 03 minutes east and parallel to and at all times 12.5 feet distance from, measured at right angles to, the centerline of said switch track a distance of 143.2 feet to the point of curve; thence following along a 7 degree 56 minutes curve to the left and at all times 12.5 feet from the centerline of said switch track a distance of 398.3 feet; thence deflecting to the right so as to form an exterior angle of 108 degrees 11 minutes to the tangent of said curve and running south 42 degrees 30 minutes east a distance of 245 feet to a point, which is 720 feet from the centerline of the said A.G.S. R.R. measured at right angles thereto; thence north 47 degrees 30 minutes east and running parallel to and at all times 720 feet southeasterly from, at right angles to, the centerline of the A.G.S. R.R. a distance of 1730 feet to a point; thence north 37 degrees 46 minutes east a distance of 1556.5 feet to the southwest corner of the Attalla Cotton Warehouse or Compress Company's property; thence north 5 degrees 39 minutes west and along the west line of said Cotton Warehouse or Compress Company's property a distance of 325 feet to the northwest corner of the same which point is also 104 feet from the centerline of N.C. & St.L. R.R. measured at right angles; thence south 84 degrees 21 minutes west and parallel to the centerline of said N.C. & St. L. R.R. a distance of 77.0 feet to the point of beginning, and embracing portions of Block Number 100 and all of Blocks Numbers 101 to 110, inclusive, and portions of Blocks Numbers 111, 133 and 134 and portions of East First Street and portions of a one hundred (100) foot strip lying southeast of and adjoining East First Street in the Attalla Iron & Steel Company's Addition, according to the map thereof as recorded in Plat Book "A", page 460, and portions of Lots "L", "M", "N", "O", "P" and "Q" according to the map of the Hammond Plat recorded in Plat Book "B", pages 332 and 333, both of said Plat Books being in the Office of the Judge of Probate of Etowah County, Alabama, said above described lands lying in Government Subdivision Lot Numbers 9, 10, 14 and 15 in Section 3 and Fractions "A" and "B" in Section 10, all in Township 12 South, of Range 5 East of Huntsville Meridian, Etowah County, Alabama, and all lying within the corporate limits of the Town of Attalla, except those portions located in Fractions "A" and "B" in said Section 10.

EXHIBIT A-1  
(Cont'd)

Subject to:

1. Current year's taxes not yet overdue.
2. Easement to Alabama Power Company recorded in Book 1173, Page 653.
3. Rights of North Alabama Warehouse & Compress Company, its successors and assigns, in and to that certain portion of the foregoing described land described in that certain deed from North Alabama Warehouse & Compress Company to the Walworth Alabama Company, dated May 26, 1927, and recorded in Deed Book 4-T, Page 352.
4. Unrecorded easement, if any, in favor of the City of Attalla for sewer pipe line extending across said premises.
5. Rights of the railroad company servicing the railroad siding located on insured premises in and to the ties, rails and other properties constituting said railroad siding or in and to the use thereof if any.
6. Subject to that certain agreement contained in the deed from Attalla Dairy Company to Attalla Oil & Fertilizer Company, dated July 11, 1914, recorded in Deed Recorded 3-D, Page 370 to the extent that the same may affect the above premises.
7. Any fixtures located on or attached to the subject property or subject to a mortgage from the Industrial Development Board of the City of Attalla, Alabama to First National Bank of Cincinnati recorded in Record Book 1359, Page 507, Probate Office, Etowah County, Alabama, securing \$1,500,000.00; together with the rights of Dayton Malleable, Inc., or its successors, under lease from the Industrial Development Board of the City of Attalla, Alabama recorded in Misc. Record Book 115, Page 183, Probate Office, Etowah County, Alabama.

Parcel II

Commence at the Northwest corner of Section 26, Township 21 South, Range 1 West, and run South 1 degree 44 minutes East along the West boundary line of said section a distance of 848.46 feet to a point on the Northwest 40 foot right of way line of a county highway; thence turn an angle of 124 degrees 08 minutes 58 seconds to the left and run along said Northwest 40 foot right of way line a distance of 615.42 feet to the point of beginning; thence continue North 54 degrees 07 minutes East along said right of way line a distance of 210.18 feet to a point; thence turn an angle of 55 degrees 31 minutes 29 seconds to the left and run a distance of 425.70 feet to a point; thence turn an angle of 90 degrees 00 minutes 51 seconds to the left and run 173.27 feet to a point; thence turn an angle of 89 degrees 59 minutes 09 seconds to the left and run a distance of 544.62 feet to the point of beginning: Said parcel of land is lying in the Southwest Quarter (SW 1/4) of Southwest Quarter (SW 1/4) of Section 23 and Northwest Quarter (NW 1/4) of Northwest Quarter (NW 1/4), Section 26, Township 21 South, Range 1 West.

EXHIBIT A-1  
(Cont'd)

Subject to:

1. Current year's taxes not yet overdue.
2. Transmission line permit in favor of Alabama Power Company recorded in Deed Book 162, Page 325 in the Probate Records of Shelby County, Alabama.
3. Right of way in favor of Shelby County Recorded in Deed Book 161, Page 42, in the Probate Records of Shelby County, Alabama.

Parcel III

Commence at the NE corner of Section 27, Township 21 South, Range 1 West (Axle found in place); thence run South 1 degree 44 minutes East a distance of 100.0 feet to a point; thence turn an angle of 88 degrees 30 minutes 30 seconds to the right and run Westerly a distance of 1727.9 feet to a point on the West boundary line of Industrial Road; thence run Northerly along said West boundary line a distance of 60 feet to the point of beginning; thence continue along said West boundary line a distance of 300.0 feet to a point; thence turn an angle of 90 degrees 49 minutes 30 seconds to the left and run Westerly a distance of 400.0 feet to a point; thence turn an angle of 89 degrees 10 minutes 30 seconds to the left and run Southerly a distance of 300.0 feet to a point on the North boundary line of a 60 foot easement; thence turn an angle of 90 degrees 49 minutes 30 seconds to the left and run Easterly along said North boundary line a distance of 400.00 feet to the point of beginning. Said parcel of land is lying in the SW 1/4 of SE 1/4, Section 22, Township 21 South, Range 1 West and contains 2.75 acres.

Subject to:

1. Current year's taxes not yet overdue.
2. Transmission line permit to Alabama Power Company recorded in Deed Book 130, Page 226 in Probate Office of Shelby County, Alabama.
3. Provisions, conditions, stipulations, and agreements as shown in deed recorded in Deed Book 261, Page 97, in the Probate Office of Shelby County, Alabama.

PARCEL IV

Lots Numbered 60, 61, 62, 63 and 64 of Sandy Lane as shown by a map of plat of said Sandy Lane as the same appears of record in the Probate Office of Bibb County, Alabama, in Map Book 1, at Page 118, said lands being a part of the South Half of Southwest Quarter (S 1/2 of SW 1/4) of Section 28, Township 23 North, Range 10 East, Bibb County, Alabama.

EXHIBIT A-1  
(Cont'd)

Subject to:

1. Current year's taxes not yet overdue.
2. Easements granted Bibb County, Alabama, as recorded 33 Deeds, Page 60, 33 Deeds, Page 177, 33 Deeds, Page 147, 39 Deeds, Page 308 and 39 Deeds Page 324.
3. Easements granted Alabama Power Company as recorded 34 Deeds, Page 196, 39 Deeds, Page 370 and 43 Deeds, Page 586.

PARCEL V

A tract of land containing 8.509 acres, more or less, lying in the SW 1/4 of the SW 1/4 of Section 14, Township 17 North, Range 11 East, near Selma, Dallas County, Alabama, more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Section 14; thence run West for 23 feet to a braced-angle fence post in the east airport boundary-fence of the Selma Municipal Airport (Selfield), and which said point is South 0 degrees 05.4 minutes East a distance of 1321.1 feet from the northeast boundary-fence corner of said Selfield; thence run North 89 degrees 54.6 minutes East for 70 feet; thence run North 0 degrees 05.4 minutes West and parallel to said east boundary-fence for 235.65 feet to intersect with a line drawn 350 feet northwest of and parallel to the center-line extension of the NE-SW Runway of said Selfield (said 350 feet measured at right angles to said Runway centerline); said point being the point of beginning; thence continue North 0 degrees 05.4 minutes West and parallel to said boundary-fence for 880.0 feet; thence run at right angles North 89 degrees 54.6 minutes East for 435.0 feet; thence run South 32 degrees 07.7 minutes East for 429.1 feet to said line 350 feet northwest of and parallel to said Runway center line; thence run South 51 degrees 59.3 minutes West along said parallel line for 840 feet to the point of beginning.

Subject to:

1. Current year's taxes not yet overdue.
2. Right-of-way Permit to Alabama Power Company dated December 21, 1970, and recorded in Right of Way Book 8 at Page 344, in the Probate Office of Dallas County, Alabama.

EXHIBIT A-1  
(Cont'd)

3. Right-of-way Permit to Alabama Power Company dated December 22, 1970, and recorded in Right-of-Way Book 8 at Page 346, in the Probate Office of Dallas County, Alabama.
4. Right-of-way Permit to Alabama Power Company dated April 12, 1978, and recorded in Right-of-Way Book 121 at Page 144, et seq., in the Probate Office of Dallas County, Alabama.
5. A 15-foot easement for the operation and maintenance of water main(s) from Simco-Todd, Inc., a corporation, to The City of Selma and Dallas County Commission which easement is dated September 12, 1980, and recorded in Right of Way Book 13 at Page 228 in the Probate Office of Dallas County, Alabama.

PARCEL VI

From Northeast corner of Section 1, Township 17 North, Range 2 East, run South on Section line for 2106.6 feet, thence West 40 feet to West margin of Highway known as Jefferson Road for point of beginning; thence North 85° West, run 700 feet; thence 90° to left run 617 feet to center line of Street leading to Graves Company Plant; thence 90° to left run along center line of street for 783 feet to West margin of Highway known as Jefferson Road; thence North along West margin of Highway for 622.56 feet to point of beginning, containing 10.50 acres, more or less and in E 1/2 of NE 1/4 of Section 1, Township 17 North, Range 2 East.

Situated in Marengo County, Alabama.

Subject to:

1. Current year's taxes not yet overdue.
2. Right-of-way for public road along south 25 feet.

EXHIBIT A-2

PARCEL VII

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

Commence at the Northwest corner of Section 26, Township 21 South, Range 1 West; thence run South along the West line of said Section a distance of 848.46 feet to the Northwest right of way line of a County Road; thence turn an angle of 124 degrees 08 minutes 58 seconds to the left and run along said right of way line, a distance of 825.60 feet to the point of beginning; thence continue in the same direction along said right of way line a distance of 468.73 feet; thence turn an angle of 55 degrees 31 minutes 29 seconds to the left and run a distance of 366.10 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 105.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 210.00 feet; thence turn an angle of 70 degrees 10 minutes to the left and run a distance of 152.83 feet; thence turn an angle of 70 degrees 10 minutes to the right and run a distance of 269.00 feet; thence turn an angle of 69 degrees 02 minutes to the left and run a distance of 283.76 feet; thence turn an angle of 20 degrees 58 minutes to the left and run a distance of 76.08 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 1259.29 feet to the point of beginning. Situated in the SW 1/4 of the SW 1/4 of Section 23, and the NW 1/4 of the NW 1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama and contains 9.75 acres, being within the City limits of Columbiana, Alabama.

Subject:

1. Current year's taxes not yet overdue.
2. Transmission line permits to Alabama Power Company recorded in Deed Book 119, Page 104; in Deed Book 141, Page 598; and in Deed Book 162, Page 325; and in Deed Book 233, Page 594, in Probate Office.
3. Mortgage from The Industrial Development Board of the City of Columbiana to the First National Bank of Birmingham dated March 11, 1980 and recorded in Mortgage Book 401, Page 369 in Probate Office of Shelby County, Alabama.
4. Terms, conditions of lease between The Industrial Development Board of the City of Columbiana and McWane, Inc., dated March 11, 1980 and recorded in Miscellaneous Book 35, Page 231 in Probate Office of Shelby County, Alabama, assigned by McWane, Inc. to Simsco, Inc. by instrument recorded in Book 352, Page 979.



EXHIBIT A-2  
(Cont'd)

PARCEL VIII

A tract of land situated in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 22, Township 18 South, Range 3 West, situated in Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of Section 22, Township 18 South, Range 3 West, and run in an Easterly direction along the South line of said Section 22 for a distance of 208.70 feet; to the point of beginning of the property here described, from the point of beginning thus obtained, thence continue along the last stated course for a distance of 279.54 feet to a point on the West right of way line of Elmore Lane; thence 90° 00' to the left in a Northerly direction along said West right of way line of Elmore Lane for a distance of 276.11 feet; thence 13° 45' to the right in a Northeasterly direction along said West right of way line of Elmore Lane for a distance of 189.50 feet; thence 103° 45' 15" to the left in a Westerly direction for a distance of 342.69 feet; thence 92° 15' to the left in a Southerly direction for a distance of 460.52 feet to the point of beginning.

Subject to:

1. Current year's taxes not yet overdue.
2. Mortgage and Trust Indenture between The Industrial Development Board of the City of Homewood and the First National Bank of Birmingham recorded in Real Volume 488, Page 529, Probate Office of Jefferson County, Alabama.
3. Mortgage and Trust Indenture between The Industrial Development Board of the City of Homewood and the First National Bank of Birmingham recorded in Real Volume 1691, Page 703, Probate Office of Jefferson County, Alabama.
4. Lease Agreement between The Industrial Development Board of the City of Homewood to Dixie Type and Supply Co., Inc. recorded in Real Volume 488, Page 496.

PARCEL IX

Lot 4, 5, 6, 7, 8 and 9, in Block 178, according to the Survey of Bessemer, as shown on the Montezuma Plat, as recorded in Map Book 4, Page 89, in the Probate Office of Jefferson County, Alabama.

Subject to:

1. Current year's taxes not yet overdue.
2. Mortgage given by The Industrial Development Board of the City of Bessemer to Birmingham Trust National Bank, as Trustee, dated July 1, 1981, and recorded in Bessemer Real Volume 444, Page 641.
3. Uniform Commercial Code Financing Statement between The Industrial Development Board of the City of Bessemer as debtor, and Birmingham Trust National Bank as secured party, filed for record on July 14, 1981 under UCC No. 139319.
4. Uniform Commercial Code Financing Statement between Southern Ductile Casting Corp. as debtor, and The Industrial Development Board of the City of Bessemer as secured party, filed for record on July 14, 1981 under UCC No. 139318.

EXHIBIT A-2  
(Cont'd)

5. Terms and conditions of Lease Agreement between The Industrial Development Board of the City of Bessemer and Southern Ductile Casting Corp., dated as of July 1, 1981, recorded in Bessemer Real Volume 444, Page 724.

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STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED 0.4

1987 APR 27 PM 4: 47

RECORDED & S. \_\_\_\_\_ MITG. TAX  
& S. \_\_\_\_\_ DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

*OTB*  
JUDGE OF PROBATE

142.50  
41.00  

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183.50

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1987 MAY -1 AM 8: 47  
TAX PD in Jeff Co.  
*Thomas A. Snow*  
JUDGE OF PROBATE

RECORDING FEES  
Recording Fee \$ 40.00  
Index Fee 1.00  

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TOTAL \$ 41.00