

AMENDMENT

THIS AGREEMENT, made as of the 16th day of February, 1987, by and between CITATION CAROLINA CORP., an Alabama corporation (hereinafter called the "Borrower") and SOUTH-TRUST 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, Lender issued a letter of credit in favor of Allied Products Corporation in the amount of Two Million Forty Thousand Eight Hundred Fifty and 06/100 Dollars (\$2,040,850.06) and Borrower entered into a Letter of Credit Application and Reimbursement Agreement in connection therewith (the "Reimbursement Agreement"). Borrower also borrowed from Lender the principal sum of Three Million Three Hundred Thousand and No/100 Dollars (\$3,300,000.00) (the "First Term Loan") which was evidenced by a certain promissory note dated January 29, 1987, in such principal amount (the "First Term Note"). Borrower also borrowed from Lender the principal sum of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) (the "Revolving Loan") which was evidenced by a certain promissory note dated January 29, 1987, in such principal amount (the "Revolving Note"). Borrower executed and delivered a Security Agreement dated January 29, 1987 (the "Security Agreement") as security for the Reimbursement Agreement, the

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First Term Note, and the Revolving Note. The Reimbursement Agreement and the First Term Note were also secured by a Mortgage and Security Agreement dated January 29, 1987, by Borrower in favor of Lender recorded in Mortgage Record 552, Page 363 of the Probate Office of Escambia County, Alabama (the "Mortgage"). Borrower has requested that Lender terminate the Reimbursement Agreement and the letter of credit issued thereunder, there having been no advances made under such letter of credit and no indebtedness incurred pursuant to the Reimbursement Agreement, and that Lender advance to Borrower the principal sum of One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00) (the "Second Term Loan") to be evidenced by a certain promissory note dated as of February 16, 1987 from Borrower to Lender in such principal sum (together with all amendments, modifications, renewals and extensions hereafter made, the "Second Term Note"). Lender has agreed to do so on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals and to induce the Lender to make the Second Term Loan to Borrower, the parties hereto agree as follows:

1. The Mortgage is hereby amended as follows:

(a) by deleting the references to the Reimbursement Agreement wherever the same appear;

(b) by providing that the Mortgage shall secure the First Term Loan and, in addition thereto, the Second Term Loan, including interest thereon; and

(c) by providing that the term "Notes" as used in the Mortgage be expanded to include, in addition to the "Note" presently described therein, the Second Term Note. The effect of this paragraph shall be to reduce the principal indebtedness secured by the Mortgage from Five Million Three Hundred Forty Thousand Eight Hundred Fifty and 06/100 Dollars (\$5,340,850.06) to Five Million Two Hundred Thousand and No/100 Dollars (\$5,200,000.00).

2. The Revolving Note and the First Term Note are each amended as follows:

(a) by deleting all references to the Reimbursement Agreement wherever the same appear; and

(b) to provide that an "Event of Default" pursuant to the Second Term Note shall constitute an "Event of Default" pursuant to the Revolving Note and the First Term Note.

3. The Security Agreement is amended as follows:

(a) by deleting all references to the Reimbursement Agreement wherever the same appear;

(b) by providing that the Security Agreement shall secure the Revolving Loan and the First Term Loan,

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and, in addition thereto, the Second Term Loan, including interest thereon; and

(c) by providing that the term "Notes" as defined in the Security Agreement shall be expanded to include, in addition to the "Notes" presently described therein, the Second Term Note.

4. Except as herein amended, the Mortgage, the Security Agreement, the Revolving Note, and the First Term Note shall remain in full force and effect, and each of them, as herein amended, are hereby ratified and affirmed in all respects. Borrower confirms that it has no defenses or offsets with respect to its obligations pursuant to any of such instruments.

5. Borrower agrees that it will pay any and all recording fees and taxes, if any, that may be due upon the recording of this Agreement.

6. This Agreement may be executed in any number of counterparts each of which shall be an original and which together shall constitute one instrument.

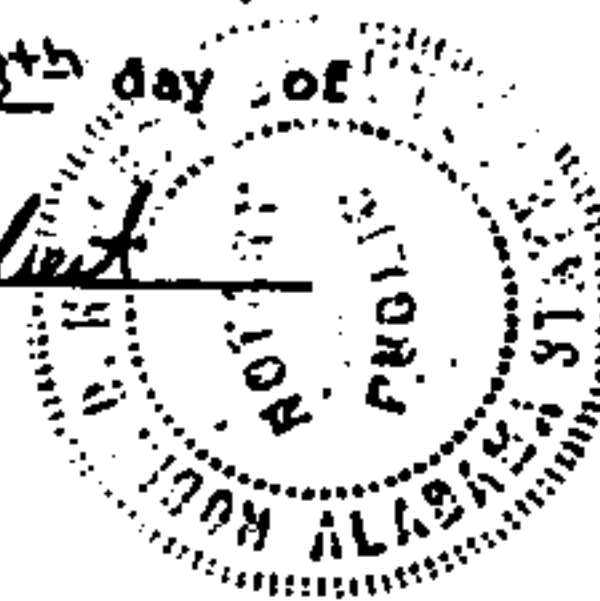
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written, although actually executed on February 13, 1987.

CITATION CAROLINA CORP.

By: R. Conner Warren  
Its: V.P.SOUTHTRUST BANK OF ALABAMA,  
NATIONAL ASSOCIATIONBy: Jack C. Moran  
1ST ASSISTANT VICE-PRESIDENTSTATE OF ALABAMA )  
COUNTY OF ALABAMA )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that R. Conner Warren, whose name as V.P. 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.

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Given under my hand and seal this the 13<sup>th</sup> day of February, 1987.My Commission Expires:  
6/14/90Colin D. Hart  
Notary Public

STATE OF ALABAMA )  
COUNTY OF ALABAMA )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jack C. Moran, whose name as Assistant V.P. 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 banking association.

Given under my hand and seal this the 13th day of February, 1987.

Kelvin D. Harbert  
Notary Public

My Commission Expires: 6/14/90

This instrument was prepared by:  
Dwight L. Mixson, Jr.  
Burr & Forman  
3000 SouthTrust Tower  
Birmingham, Alabama 35203  
(205) 251-3000

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THE CLERK OF ESCAMBIA COUNTY  
HEREBY CERTIFY THAT THE WITHIN INSTRUMENT

WAS FILED IN MY OFFICE FOR RECORD ON  
THE 16 DAY OF Feb  
1987 AT 2:28 O'CLOCK P M,  
AND RECORDED IN mtg  
RECORD 553 AT PAGE 63-68  
JUDGE OF PROBATE

Martha Kirkland

2850.00 mtg  
15.00 rec  
2865.00

# RECORDING FEES

Recording Fee \$ 15.00

Index Fee 1.00

TOTAL \$ 16.00

ESCAMBIA COUNTY, STATE OF ALABAMA

Martha Kirkland  
Judge of Probate, in and for said  
County and State hereby certify  
that the above is a true and correct  
copy of Amendment  
the same being filed by Book  
553 page 63-68  
now on file in my office.  
Witness my hand and seal this  
2 day of April, 1987  
Martha Kirkland  
Judge of Probate

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

1987 MAY -1 AM 8:46

Tax Paid in Escambia Co.  
Thomas A. Snowling  
JUDGE OF PROBATE