

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

No. of Additional  
Sheets Presented:

1. Debtor(s) (Last Name First) and Address(es):

National-Standard Company  
104 Industrial Parkway  
Columbiana, AL 35051

2. Secured Party(ies) Name(s) And Address(es):

Georgetown Steel Corporation  
P.O. Box 619  
Georgetown, SC 29442

3. (a) This statement refers to original Financing Statement bearing File No. 026584  
(b) Filed with Shelby Co., AL Date Filed Sept. 21 1990  
(c) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.  
(d) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block ☐

For  
Filing  
Officer

1991 SEP -3 PM 3

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4. ☐ Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
5. ☐ Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
6. ☐ Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
7. ☒ Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.
8. ☐ Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9. See Amendment to Consignment Agreement attached hereto and made a part hereof which is hereby filed for informational purposes only.

10. Signatures:

NATIONAL STANDARD COMPANY

By [Signature]  
Debtor(s) (necessary only if item 7 is applicable)

GEORGETOWN STEEL CORPORATION

By [Signature]  
Secured Party(ies)

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

Standard Form Approved by  
N. C. Sec. of State  
and other States shown above.

UCC-9

## AMENDMENT TO CONSIGNMENT AGREEMENT

THIS AMENDMENT TO CONSIGNMENT AGREEMENT ("Amendment") is made this 28<sup>th</sup> day of August, 1991, by and between GEORGETOWN STEEL CORPORATION ("GSC") and NATIONAL-STANDARD COMPANY ("NSC").

### WITNESSETH:

WHEREAS, GSC and NSC entered into the consignment agreement dated July 27, 1990, which agreement was superceded by the consignment agreement between GSC and NSC dated April 29, 1991 (the "Consignment Agreement") which is incorporated into this Amendment by reference (capitalized and other defined terms not otherwise defined herein shall have the meanings assigned to such terms in the Consignment Agreement) which provides for GSC's placement of various grades of high and/or low carbon steel wire rod with NSC on a consignment basis on the terms and subject to the conditions set forth therein;

WHEREAS, GSC and NSC desire to amend the Consignment Agreement to the extent set forth herein;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Section 8 of the Consignment Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

"8. GSC and NSC agree that NSC shall not be obligated to purchase the Consigned Wire Rod from GSC, even if the Consigned Wire Rods are appropriately delivered in conformity with commercial standards for steel wire rods of the type consigned hereunder. NSC may, without the prior written consent of GSC, return to GSC any Consigned Wire Rods which it does not purchase pursuant to Section 2 of this agreement, provided that NSC gives GSC prior written notice of its intent to return any Consigned Wire Rods. Upon giving prior written notice to NSC, GSC may, at its expense, secure the return to GSC of any Consigned Wire Rod not purchased from GSC by NSC's drawing of such rod in accordance with the terms hereof by the effective date stated in such written notice."

2. In accordance with the terms of Section 11 of the Consignment Agreement, NSC agrees to sign and deliver to GSC any financing statements, amendments to financing statements and any continuation statements, in form satisfactory to GSC that GSC may request in order to protect GSC's interest in the Consigned Wire Rods in connection with the execution of this Amendment. In addition, NSC hereby agrees to notify GSC of the names and addresses of any parties claiming a security interest in the inventory of NSC as of the effective date of this Amendment.

3. The second sentence of Section 12 of the Consignment Agreement shall be deleted in its entirety and the following substituted in lieu thereof:

"In the event that NSC gives to GSC thirty (30) days prior written notice of its intention to terminate this agreement, its payment obligation to GSC for Consigned Wire Rod shall be limited to those Consigned Wire Rods which have been purchased by NSC from GSC in accordance with the terms of this agreement as of the effective date of the intended termination. In the event that NSC gives notice to GSC of its intention to terminate this agreement, GSC may obtain the return to it of all Consigned Wire Rod which is on NSC's site or is in transit as of the date of intended termination and which has not been purchased by NSC from GSC in accordance with the terms of this agreement."

4. Section 13 of the Consignment Agreement shall be deleted in its entirety and the following substituted in lieu thereof:

"13. Upon the occurrence of an "Event of Bankruptcy" (as defined below) with respect to NSC, GSC may, without notice, terminate this agreement immediately and obtain, at GSC's expense, the immediate possession and return of all Consigned Wire Rods wherever located which have not been purchased by NSC. As used herein, an "Event of Bankruptcy" is: (1) the entry of an order for relief pursuant to a voluntary petition filed by NSC under the provisions of Title 11 of the United States Code Section 101, et. seq. (the "Bankruptcy Code"); (2) the filing by NSC under any state law for the appointment of a receiver, for dissolution, liquidation or any other judicial or administrative proceeding affecting creditors rights generally; (3) the filing by a third party of any involuntary petition against NSC under the Bankruptcy Code for an order for relief against NSC (under any chapter of the Bankruptcy Code) or the filing of any complaint, petition or other legal proceeding under any other federal or state law to have NSC adjudicated or declared insolvent, for the appointment of a receiver or for other similar relief affecting creditors rights generally; or (4) the making by NSC of an assignment for the benefit of creditors."

5. GSC and NSC hereby agree that the terms of the Consignment Agreement as amended by this Amendment shall apply to all deliveries of Consigned Wire Rod by GSC to NSC, regardless of whether the delivery of Consigned Wire Rod occurred prior or subsequent to the effective date of this Amendment.

6. All notices required or permitted to be given under this agreement shall be sent by certified mail, return receipt requested or by express means (overnight delivery) to:

NATIONAL-STANDARD COMPANY  
Attention: *Vice President, Finance*  
~~1651 Lake Street~~ *1618 Terminal Road*  
Niles, Michigan 49120

GEORGETOWN STEEL CORPORATION  
Attention: Mr. Steve Robertson  
P. O. Box 619  
Georgetown, South Carolina 29442

*DLH*  
*wsk*



7. Except to the extent modified by this Amendment, the terms and conditions of the Consignment Agreement shall continue in full force and effect. To the extent any terms of this Amendment are inconsistent with the terms of the Consignment Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

GEORGETOWN STEEL CORPORATION

By: William S. Kuntz

Title: Controller

NATIONAL STANDARD COMPANY

By: D. Lawrence

Title: Treasurer

1991 SEP -3 PM 1:59  
RECEIVED  
NATIONAL STANDARD COMPANY  
10000 10TH AVENUE  
DENVER, CO 80202