

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Register, Inc.
314 PIERCE ST.
P.O. BOX 218
ANDOVER, MN. 55303
(612) 421-1713

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: 5	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: J. David Drescher, Esq. Bradley, Arant, Rose & White 1400 Park Place Tower Birmingham, Alabama 35203 Pre-paid Acct. # _____		Inst # 1994-27805 09/09/1994-27805 12:56 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 006 NCD 20.00
2. Name and Address of Debtor (Last Name First if a Person) Citation Corporation 2 Office Park Circle, Suite 204 Birmingham, Alabama 35223 Social Security/Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____		
☐ Additional debtors on attached UCC-E		
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) SouthTrust Bank of Alabama, National Association P. O. Box 2554 Birmingham, Alabama 35290 Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) FILED WITH: Probate Court of Shelby County
☐ Additional secured parties on attached UCC-E		

5. The Financing Statement Covers the Following Types (or items) of Property:

All items and types of collateral (including fixtures) described on Exhibit B attached hereto.

This financing statement is to be cross-referenced in the real estate mortgage records relating to the real estate described on Exhibit A attached hereto.

This instrument provides additional or substitute security for the indebtedness of the Debtor to the Secured Party which is secured by that certain mortgage filed on January 24, 1994 and recorded at instrument number 1994-02553 with the Judge of Probate of Shelby County, upon the filing of which all taxes provided by law have been paid.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

Check X if covered: ☒ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)
- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
- ☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
- ☐ which is proceeds of the original collateral described above in which a security interest is perfected.
- ☐ acquired after a change of name, identity or corporate structure of debtor
- ☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate.
The initial indebtedness secured by this financing statement is \$ **25,000,000.00**
- Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **n/a**
8. ☒ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Citation Corporation

Signature(s) of Debtor(s)

By: **R. Cameron Warren**

Signature(s) of Debtor(s)

Its: **V. P.**

Type Name of Individual or Business

Signature(s) of Secured Party(ies)

(Required only if filed without debtor's Signature — see Box 6)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

SouthTrust Bank of Alabama, N.A.

Type Name of Individual or Business

Debtor: Citation Corporation
Secured Party: SouthTrust Bank of Alabama,
National Association

EXHIBIT A TO FINANCING STATEMENT

The following parcels located in Shelby County, Alabama:

PARCEL C:

A tract in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ 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°08'58" 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 460.73 feet; thence turn an angle of 55°31'29" to the left and run a distance of 366.10 feet; thence turn an angle of 90°00' to the right and run a distance of 105.00 feet; thence turn an angle of 90°00' to the left and run a distance of 210.00 feet; thence turn an angle of 70°10' to the left and run a distance of 152.83 feet; thence turn an angle of 70°10' to the right and run a distance of 269.00 feet; thence turn an angle of 69°02' to the left and run a distance of 283.76 feet; thence turn an angle of 20°58' to the left and run a distance of 76.08 feet; thence turn an angle of 90°00' to the left and run a distance of 1259.29 feet to the point of beginning.

Situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, being within the City limits of Columbiana, Alabama.

PARCEL D:

Commence at the Northwest corner of Section 26, Township 21 South, Range 1 West, and run South 1°44' 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°08'58" 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°07' East along said right of way line a distance of 210.18 feet to a point; thence turn an angle of 55°31'29" to the left and run a distance of 425.70 feet to a point; thence turn an angle of 90°00'51" to the left and run 173.27 feet to a point; thence turn an angle of 89°59'09" 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 $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of Section 23 and Northwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$, Section 26, Township 21 South, Range 1 West, Shelby County, Alabama.

PARCEL E:

Commence at the NE corner of Section 27, Township 21 South, Range 1 West (Axle found in place); thence run South $1^{\circ}44'$ East a distance of 100.0 feet to a point; thence turn an angle of $88^{\circ}30'30''$ 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 $90^{\circ}49'30''$ to the left and run Westerly a distance of 400.0 feet to a point; thence turn an angle of $89^{\circ}10'30''$ 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 $90^{\circ}49'30''$ 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 $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 22, Township 21 South, Range 1 West, Shelby County, Alabama.

Debtor: Citation Corporation
Secured Party: SouthTrust Bank of Alabama,
National Association

EXHIBIT B TO FINANCING STATEMENT

All of Debtor's right, title, and interest in and to the following described collateral whether now or hereafter existing or now owned or hereafter acquired, and wherever located (collectively, the "Collateral"):

1. (a) all of the Debtor's rights, titles and interest in and to (i) all equipment [including all "equipment" as defined in the Uniform Commercial Code ("UCC")], machinery, tools, appliances, vehicles, furniture, fixtures, devices, computer equipment and media, and equipment designed or modified for a particular purpose or function; (ii) all books, records, printouts, and intangibles and other things of the Debtor, relating to the items described in clause (i) of this paragraph (a); (iii) all contracts, contractual rights, manufacturers' or other warranties, licenses and rights under licenses, relating to the items described in clause (i) of this paragraph (a); and (iv) all accessories or parts now or hereafter affixed, installed, or held for use in connection with the items described in clause (i) of this paragraph (a) (any and all of the foregoing equipment, property and rights described in this paragraph (a) being hereinafter collectively referred to as the "Equipment");

(b) all of the Debtor's rights, titles and interests in and to all inventory (including all "inventory" as defined in the UCC) of every description held by the Debtor for sale or lease, furnished by the Debtor under any contract of service, or held by the Debtor as raw materials, work in process or materials used or consumed in a business (including, without limitation, goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind), and all accessions thereto, products thereof and proceeds therefrom (any and all such inventory, accessions, products and proceeds being hereafter referred to as the "Inventory");

(c) all of the Debtor's rights, titles and interests in and to (i) all accounts, chattel paper, instruments, documents, general intangibles (including all "accounts," "chattel paper," "instruments," "documents" and "general intangibles" as defined in the UCC) and other rights or obligations of any kind, evidencing any obligation to the Debtor for payment of Inventory or other goods sold or leased or services rendered or otherwise arising out of or in connection with the sale or lease of goods or the rendering of services or otherwise, including, without limitation (A) all rights relating to the performance by or for the Debtor of management, consulting, advisory or other services, (B) all rights relating to the sale or other transfer of property to, or the construction, renovation or other improvement of property by or for the Debtor, (C) all rights relating to any partnership in which the Debtor has any interest as a general or limited partner or otherwise, including all moneys due from time to time in respect thereof, (D) all rights relating to any lease to which the Debtor is a party as lessee or lessor, including all moneys due from time to time

in respect thereof, and (E) all rights relating to all federal, state or local tax refunds, rebates or returns (any and all of the accounts, chattel paper, instruments, documents, general intangibles, rights and obligations described above in clause (i) of this paragraph (c) are herein referred to as the "Receivables"); and (ii) all rights now or hereafter existing in and to all promissory notes, evidences of indebtedness, security agreements, mortgages, pledge agreements, leases and other contracts now or hereafter existing (whether written or oral), as amended or otherwise modified from time to time, securing, evidencing or otherwise relating to any Receivables;

(d) all other personal property of the Debtor, including, without limitation, any and all proceeds from insurance policies after payment of prior interests, or any indemnity, warranty or guaranty, payable by reason or loss or damage to or otherwise with respect to any of the Collateral, patents, unpatented inventions, trade secrets, copyrights, contract rights, rights under licenses, choses-in-action, claims, information contained in computer media (such as databases, source and object codes and information therein), things in action, trademarks and trademarks applied for (together with the goodwill associated therewith) and derivatives thereof, trade names, including the right to make, use and vend goods utilizing any of the foregoing, and permits, licenses, certifications, authorizations and approvals and the rights of the Debtor thereunder, issued by any governmental, regulatory or private authority, agency or entity; and

(e) all products and proceeds (including proceeds of products) of any and all of the Collateral (cash and non-cash, tangible and intangible) including, without limitation, accounts, general intangibles, chattel paper, inventory and equipment purchased or acquired with cash proceeds.

2. (i) to the full extent assignable, any and all licenses and permits obtained by Debtor relating to the operation of the foundry and manufacturing facility (referred to herein as the "Project"), located on the real estate described on Exhibit A attached hereto (the "Land"); (ii) any and all present and future accounts, contract rights, and general intangibles to the full extent assignable arising from or by virtue of the ownership or operation of the Land or the Project; (iii) any and all present and future building materials, appliances, equipment, fixtures, and fittings now or hereafter located on the Land or attached to or (whether or not located on the Land) used in and about or related to the ownership or operation of the Project, including, but not limited to, the types of building materials, appliances, equipment, fixtures, and fittings more particularly described as follows: machines, engines, boilers, dynamos, elevators, stokers, tanks, awnings, screens, cabinets, shades, blinds, carpets, draperies, furniture, lawn mowers, and plumbing, heating, air conditioning, lighting, ventilating, refrigerating, cooking, laundry, and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattel and personal property as are ever used or furnished in constructing or operating the Project, or the activities conducted therein; (iv) any and all present and future increases, profits, improvements, and products of, accessions, attachments, and other additions to, tools, parts, and replacements for, all or part of the other Collateral; (v) and all present and

future cash and noncash proceeds and other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds payable with respect to, or proceeds payable by virtue of warranty claims against manufacturers of, or claims against any other persons or entities with respect to, all or any part of the Collateral; and (vi) any and all proceeds arising from the taking of all or a part of the Collateral for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof.

This financing statement covers any and all of the above-described Collateral which now or will in the future become fixtures on the real property described on Exhibit A.

Inst # 1994-27805

BARW_2/39743.1

3
09/09/1994-27805
12:56 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 20.00