

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registré, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55309
(612) 421-1713

Inst # 1996-35048
10/21/1996-35048
10:53 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
607 MC 21.00

FILED WITH:

Shelby County, AL

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

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.

7. Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is \$ 25,000,000
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)

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
SOUTHRUST BANK OF ALABAMA, NATIONAL
 Signature(s) of Secured Party(ies) or Assignee
ASSOCIATION, AS COLLATERAL AGENT
 Type Name of Individual or Business

**EXHIBIT A TO FINANCING STATEMENT
MADE BY CITATION CASTINGS, INC.
("DEBTOR") IN FAVOR OF SOUTHTRUST BANK OF ALABAMA,
NATIONAL ASSOCIATION,
AS COLLATERAL AGENT ("SECURED PARTY")**

SouthTrust Bank of Alabama, National Association is the Secured Party as collateral agent for the lending institutions listed below and the Agents (as defined below) and all of their respective successors and assigns, and for any other lending institutions who now or hereafter are parties to the Credit Agreement, dated as of July 1, 1996 (the "Credit Agreement"), among Citation Corporation, a Delaware corporation ("Citation"), the subsidiaries of Citation parties thereto, the banks and other lenders parties thereto (the "Banks"), NBD Bank, a Michigan banking corporation, as administrative and syndication agent (in such capacity, the "Administrative Agent"), and SouthTrust Bank of Alabama, National Association, a national banking association, as collateral agent (in such capacity, the "Collateral Agent" and, together with the Administrative Agent, collectively the "Agents"), as such Credit Agreement may be amended, supplemented, restated, extended or otherwise modified from time to time.

1. NBD BANK
611 Woodward Avenue
Detroit, Michigan 48226
2. SOUTHTRUST BANK OF ALABAMA,
NATIONAL ASSOCIATION
P.O. Box 2554 (Zip 35290)
420 North 20th Street
Birmingham, Alabama 35203
3. AMSOUTH BANK
1900 Fifth Avenue North
Birmingham, Alabama 35203
4. BRANCH BANKING AND TRUST COMPANY
110 South Stratford Road
Winston-Salem, North Carolina 27103
5. NATIONAL CITY BANK, KENTUCKY
5304 Chaversham Lane
Norcross, Georgia 30092
6. SUNTRUST BANK, ATLANTA
25 Park Place, 24th Floor
Mail Code 120
Atlanta, Georgia 30303

7. NATIONAL BANK OF CANADA
200 Galleria Parkway, Suite 800
Atlanta, Georgia 30339
8. MERCANTILE BANK OF ST. LOUIS,
NATIONAL ASSOCIATION
721 Locust Street
Tram 12-3
St. Louis, Missouri 63101
9. DEPOSIT GUARANTY NATIONAL BANK
210 East Capitol, Suite 1180
P.O. Box 1200
Jackson, Mississippi 39215-1200

Debtor:

Citation Castings, Inc.

Secured Party:

SouthTrust Bank of Alabama,

National Association, as Collateral Agent

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 interests 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 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 of 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.

EXHIBIT C

PARCEL 1:

Commence at the Northwest corner of Section 26, Township 21 South, Range 1 West, and run South $1^{\circ}44'$ 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 $124^{\circ}08'58''$ 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 $54^{\circ}07'$ East along said right of way line a distance of 210.18 feet to a point; thence turn an angle of $55^{\circ}31'29''$ to the left and run a distance of 425.70 feet to a point; thence turn an angle of $90^{\circ}00'51''$ to the left and run 173.27 feet to a point; thence turn an angle of $89^{\circ}59'09''$ 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 $1/4$ of Southwest $1/4$ Section of 23 and Northwest $1/4$ of Northwest $1/4$, Section 26, Township 21 South, Range 1 West, Shelby County, Alabama.

PARCEL 2:

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 300.00 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 400.0 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, 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.

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