

IMPORTANT - READ INSTRUCTIONS ON BACK BEFORE FILLING OUT FORM - DO NOT DETACH STUB

068014

THIS STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

11. ☐ CHECK TO REQUEST SAME DEBTOR SEARCH CERTIFICATE (INSTRUCTION B.11)

1. DEBTOR (IF PERSONAL) LAST NAME CITATION CASTINGS INC.	FIRST NAME	M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 2 Office Park Circle, Suite 204		1D. CITY, STATE Birmingham, AL		1E. ZIP CODE 35223
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME	FIRST NAME	M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS		2D. CITY, STATE		2E. ZIP CODE
3. SECURED PARTY (IF PERSONAL) LAST NAME SOUTHTRUST BANK OF ALABAMA, N.A. as Collateral Agent	FIRST NAME	M.I.		
3A. MAILING ADDRESS P. O. Box 2554		3B. CITY, STATE Birmingham, AL		3C. ZIP CODE 35290
4. ADDITIONAL SECURED PARTY (IF ANY)				
4A. MAILING ADDRESS		4B. CITY, STATE		4C. ZIP CODE
5. ORIGINAL FINANCING STATEMENT NUMBER 1996-35048	5A. ORIGINAL DATE FILED October 21, 1996	6. CHECK IF APPLICABLE ☒ THIS FINANCING STATEMENT CHANGE IS TO BE FILED IN THE REAL ESTATE RECORDS. NO. OF ADDITIONAL SHEETS PRESENTED		
7. A. ☐ AMENDMENT - THE FINANCING STATEMENT IS AMENDED AS SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(A))				
B. ☐ TOTAL ASSIGNMENT - ALL OF SECURED PARTY'S RIGHTS UNDER THE FINANCING STATEMENT HAVE BEEN ASSIGNED TO THE ASSIGNEE WHOSE NAME AND ADDRESS ARE SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(B))				
C. ☐ PARTIAL ASSIGNMENT - SOME OF SECURED PARTY'S RIGHTS HAVE BEEN ASSIGNED TO THE ASSIGNEE SHOWN IN ITEM 8 BELOW. (INSTRUCTION B.7(C))				
D. ☐ CONTINUATION - THE ORIGINAL STATEMENT IS STILL EFFECTIVE. (INSTRUCTION B.7(D))				
E. ☐ TOTAL RELEASE - THE SECURED PARTY RELEASES ALL OF THEIR INTEREST IN THE COLLATERAL (INSTRUCTION B.7(E))				
F. ☐ PARTIAL RELEASE - THE SECURED PARTY RELEASES THE FOLLOWING COLLATERAL DESCRIBED IN ITEM 8 BELOW. (INSTRUCTION B.7(F))				
G. ☒ TERMINATION - THE SECURED PARTY(IES) OF RECORD NO LONGER CLAIMS A SECURITY INTEREST AND THE FINANCING STATEMENT IS TERMINATED. (INSTRUCTION B.7(G))				

See Exhibits "B" and "C" annexed hereto and made a part hereof

9. SIGNATURE(S) OF DEBTOR(S) CITATION CASTINGS, INC. By: <u>Thomas W. Burgess</u> Name: <u>Thomas W. Burgess</u> Title: <u>Vice President</u>	THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)
SIGNATURE(S) OF SECURED PARTY(IES) SOUTHTRUST BANK OF ALABAMA, N.A. as Collateral Agent By: <u>Anthony P. Ricci</u> Name: <u>Anthony P. Ricci</u> Title: <u>Assistant Vice President</u>	

10. Return copy to:

NAME Barry S. Smith, Esq.
ADDRESS Fidelity National Title Insurance
CITY Company of New York
STATE 2 Park Avenue, Suite 300
ZIP New York, New York 10016

1999-49903
12/09/1999-49903
04:07 PM CERTIFIED
SEAL COUNTY JUDGE OF PROBATE
14.00

Debtor:
Secured Party:

Citation Castings, Inc.
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 SW¼ of the SW¼ of Section 23, and the NW¼ of the NW¼ 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 SW¼ of the SW¼ of Section 23, and the NW¼ of the NW¼ of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, being within the City limits of Columbiana, Alabama.

12/09/1999-49903
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SHELBY COUNTY JUDGE OF PROBATE
005 MMS 14.00

Inst # 1999-49903

Inst # 1996-35048

10/21/1996-35048
10:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MMS 14.00