

FINANCING STATEMENT -- FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
<p>Please Return to:</p> <p>Intercounty Clearance Corporation 440 Ninth Avenue New York, NY 10001-1686</p> <p>#A5575506 AL, SHELBY 1911-2</p>	

D. OPTIONAL DESIGNATION (if applicable): ☐ LESSOR/LESSEE ☐ CONSIGNOR/CONSIGNEE ☐ NON-UCC FILING

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

OR	1a. ENTITY'S NAME CITATION CASTINGS COMPANY CITATION CASTINGS, INC.	FIRST NAME		MIDDLE NAME	SUFFIX
	1b. INDIVIDUAL'S LAST NAME	CITY BIRMINGHAM		STATE AL	COUNTRY POSTAL CODE 35223
1c. MAILING ADDRESS 2 OFFICE PARK CIRCLE, SUITE 204		CITY BIRMINGHAM		STATE AL	COUNTRY POSTAL CODE 35223
1d. S.S. OR TAX I.D.#	OPTIONAL ADD'L INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	1g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only on debtor name (2a or 2b)

OR	2a. ENTITY'S NAME CITATION CASTINGS COMPANY SEE ATTACHED UCC-E	FIRST NAME		MIDDLE NAME	SUFFIX
	2b. INDIVIDUAL'S LAST NAME	CITY BIRMINGHAM		STATE AL	COUNTRY POSTAL CODE 35233
2c. MAILING ADDRESS 2 OFFICE PARK CIRCLE, SUITE 204		CITY BIRMINGHAM		STATE AL	COUNTRY POSTAL CODE 35233
2d. S.S. OR TAX I.D.#	OPTIONAL ADD'L INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	2g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

OR	3a. ENTITY'S NAME THE CHASE MANHATTAN BANK, AS ADMINISTRATIVE AGENT.	FIRST NAME		MIDDLE NAME	SUFFIX
	3b. INDIVIDUAL'S LAST NAME	CITY JERICHO		STATE NY	COUNTRY POSTAL CODE 11753
3c. MAILING ADDRESS 200 JERICHO QUADRANGLE		CITY JERICHO		STATE NY	COUNTRY POSTAL CODE 11753

4. This FINANCING STATEMENT covers the following types or items of property:

All now owned or hereafter acquired accounts, documents, instruments, general intangibles, chattel paper, investment property, goods, equipment and inventory, and products and proceeds thereof, as described on Annex 1 attached hereto and incorporated by reference herein, AND ALL COLLATERAL DESCRIBED ON ANNEX 2 ATTACHED HERETO AND MADE A PART

HEREOF. SOME OF THE PROPERTY MAY BE FIXTURES ATTACHED TO THE Real Estate as described on Exhibit A attached hereto and incorporated by reference herein. This is a fixture filing and should be cross indexed in the Estate Mortgage records.

This financing statement is filed as additional security for the indebtedness secured by a certain Mortgage executed by the Debtor in favor of the Secured Party recorded concurrently herewith.

INDEBTEDNESS: \$ 4,033,900

TAX PREVIOUSLY PAID,
SEE ATTACHED RECEIPT,

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions [additional data may be required]	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary Stamp tax not applicable
6. REQUIRED SIGNATURES CITATION CASTINGS, INC. THE CHASE MANHATTAN BANK, AS ADMINISTRATIVE AGENT	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable) 9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) [ADDITIONAL FEE] (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

This Annex I consists of four (4) pages and one (1) schedule

ANNEX I
TO
UCC-1 FINANCING STATEMENT

A. The following types or items of property, whether now owned or at any time hereafter acquired by the Debtor named in the Financing Statement to which this Annex I is attached (the "Debtor") or in which the Debtor now has or at any time in the future may acquire any right, title or interest are covered by the Financing Statement to which this Annex I is attached (collectively, the "Collateral"):

- (i) all Accounts Receivable;
- (ii) all Documents;
- (iii) all Equipment;
- (iv) all General Intangibles;
- (v) all Inventory;
- (vi) all cash and cash accounts of any Grantor;
- (vii) all Investment Property; and
- (viii) all Proceeds.

As used herein, the following terms have the following meanings and shall include in the singular number, the plural and in the plural the singular:

"Account Debtor" shall mean any person who is or who may become obligated to any Debtor, with respect to or on account of an Account.

"Accounts" shall mean any and right, title and interest of any Debtor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including Accounts Receivable from Affiliates of any Debtor.

"Accounts Receivable" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Affiliate" means, with respect to a specified Person, another Person that directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Commodity Account" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

"Commodity Contract" shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"Commodity Customer" shall mean a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"Commodity Intermediary" shall mean (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and "Controls," "Controlling" and "Controlled" have meanings correlative thereto.

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Debtor or which any Debtor otherwise has the right to license, or granting any right to any Debtor under any Copyright now or hereafter owned by any third party, and all rights of any Debtor under any such agreement.

"Copyrights" shall mean all of the following now owned or hereafter acquired by any Debtor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

"Documents" shall mean all instruments, files, records, ledger sheets and documents of any Debtor covering or relating to any of the Collateral.

"Entitlement Holder" shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such person is the Entitlement Holder.

"Equipment" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Debtor. The term Equipment shall include Fixtures.

"Financial Asset" shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a Person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"Fixtures" shall mean all items of Equipment, whether now owned or hereafter acquired, of any Debtor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Debtor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Debtor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Debtor to secure payment by an Account Debtor of any of the Accounts Receivable.

"Hedging Agreement" shall mean any interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency or exchange rate or commodity price hedging arrangement.

"Intellectual Property" shall mean all intellectual and similar property of any Debtor of every kind and nature now owned or hereafter acquired by any Debtor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" shall mean all goods of any Debtor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Debtor under contracts of service, or consumed in any Debtor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Debtor.

"Investment Property" shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Debtor, whether now owned or hereafter acquired by any Debtor.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Debtor is a party, including those listed on Schedule I attached hereto (other than those non-assignable license agreements in existence on the date hereof and listed on Schedule I and those license agreements entered into after the date hereof, which by their terms prohibit, or become terminable by, any Person other than any Debtor or its Affiliates upon assignment or a grant of a security interest by any Debtor as licensee thereunder).

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Debtor or which any Debtor otherwise has the right to license, is in existence, or granting to any Debtor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Debtor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by any Debtor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include, (a) all cash and negotiable instruments received by or held on behalf of the Administrative Agent, (b) any claim of any Debtor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past,

present or future infringement of any Patent now or hereafter owned by any Debtor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Debtor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Debtor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Debtor or licensed under a Copyright License and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Securities" shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

"Securities Account" shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

"Security Entitlements" shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

"Securities Intermediary" shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

"Trademark License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Debtor or which any Debtor otherwise has the right to license, or granting to any Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Debtor under any such agreement.

"Trademarks" shall mean all of the following now owned or hereafter acquired by any Debtor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith (excluding intent-to-use applications), including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"Uniform Commercial Code" shall mean the Uniform Commercial Code as from time to time in effect in the State of New York.

Schedule I
to Annex 1

Licenses

None.

This Annex 2 consists of three (3) pages and three (3) exhibits

ANNEX 2
TO
UCC-1 FINANCING STATEMENT

A. The following types or items of property, whether now owned or at any time hereafter acquired by the Debtor named in the Financing Statement to which this Annex 2 is attached (the "Debtor") or in which the Debtor now has or at any time in the future may acquire any right, title or interest are covered by the Financing Statement to which this Annex 2 is attached (collectively, the "Collateral"):

(1) all Debtor's right, title and interest in all the land more particularly described on Exhibit A hereto (the "Owned Land");

(2) all Debtor's right, title and interest in and to each leasehold estate created pursuant to the lease or leases more particularly described in Exhibit B hereto (such lease or leases, as amended, supplemented, or otherwise modified from time to time, individually, a "Subject Lease" and, collectively, the "Subject Leases") and affecting the land more particularly described in Exhibit C hereto (the "Leased Land", together with the Owned Land, the "Land"), including, without limitation, all rights of the lessee under each Subject Lease;

(3) all Debtor's right, title and interest in all rights appurtenant to the Land, including the easements over certain other adjoining land granted by any easement agreements, covenant or restrictive agreements and all air rights, mineral rights, water rights, oil and gas rights and development rights, if any, relating thereto, and also together with all of the other easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in anyway appertaining and all of the estate, right, title, interest, claim or demand whatsoever of Debtor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired (the Land and the property described in this subparagraph (3), the "Premises");

(4) all Debtor's right, title and interest in all buildings, improvements, structures, paving, parking areas, walkways and landscaping now or hereafter erected or located upon the Land, and all fixtures of every kind and type affixed to the Premises or attached to or forming part of any structures, buildings or improvements and replacements thereof now or hereafter erected or located upon the Land (the "Improvements");

(5) all Debtor's right, title and interest in all apparatus, movable appliances, building materials, equipment, fittings, furnishings, furniture, machinery and other articles of tangible personal property of every kind and nature, and replacements thereof, now or at any time hereafter placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Improvements or the Premises, including all of Debtor's books and records relating thereto and including all pumps, tanks, goods, machinery, tools, equipment, lifts (including fire sprinklers and alarm systems, fire prevention or control systems, cleaning rigs, air conditioning, heating, boilers, refrigerating, electronic monitoring, water, loading, unloading, lighting, power, sanitation, waste removal, entertainment, communications, computers, recreational, window or structural, maintenance, truck or car repair and all other equipment of every kind), restaurant, bar and all other indoor or outdoor furniture (including tables, chairs, booths, serving stands, planters, desks, sofas, racks, shelves, lockers and

cabinets), bar equipment, glasses, cutlery, uniforms, linens, memorabilia and other decorative items, furnishings, appliances, supplies, inventory, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, freezers, refrigerators, walk-in coolers, signs (indoor and outdoor), computer systems, cash registers and inventory control systems, and all other apparatus, equipment, furniture, furnishings, and articles used in connection with the use or operation of the Improvements or the Premises, it being understood that the enumeration of any specific articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned (the property referred to in this subparagraph (5), the "Personal Property");

(6) all Debtor's right, title and interest in all general intangibles relating to design, development, operation, management and use of the Premises or the Improvements, all certificates of occupancy, zoning variances, building, use or other permits, approvals, authorizations and consents obtained from and all materials prepared for filing or filed with any governmental agency in connection with the development, use, operation or management of the Premises and Improvements, all construction, service, engineering, consulting, leasing, architectural and other similar contracts concerning the design, construction, management, operation, occupancy and/or use of the Premises and Improvements, all architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, environmental studies, engineering reports and similar materials relating to any portion of or all of the Premises and Improvements, and all payment and performance bonds or warranties or guarantees relating to the Premises or the Improvements, all to the extent assignable (the "Permits, Plans and Warranties");

(7) Debtor's interest in and rights under any and all now or hereafter existing leases or licenses (under which Debtor is landlord or licensor) and subleases (under which Debtor is sublandlord), concession, management, mineral or other agreements of a similar kind that permit the use or occupancy of the Premises or the Improvements for any purpose in return for any payment, or the extraction or taking of any gas, oil, water or other minerals from the Premises in return for payment of any fee, rent or royalty (collectively, "Leases"), and all agreements or contracts for the sale or other disposition of all or any part of the Premises or the Improvements, now or hereafter entered into by Debtor, together with all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable thereunder ("Rents");

(8) all Debtor's right, title and interest in and to all real estate tax refunds and all proceeds of the conversion, voluntary or involuntary, of any of the Collateral into cash or liquidated claims ("Proceeds"), including Proceeds of insurance maintained by the Debtor and condemnation awards, any awards that may become due by reason of the taking by eminent domain or any transfer in lieu thereof of the whole or any part of the Premises or Improvements or any rights appurtenant thereto, and any awards for change of grade of streets, together with any and all moneys now or hereafter on deposit for the payment of real estate taxes, assessments or common area charges levied against the Collateral, unearned premiums on policies of fire and other insurance maintained by the Debtor covering any interest in the Collateral or required by the Credit Agreement; and

(9) all Debtor's right, title and interest in and to all extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to, the Land, the Premises, the Improvements, the Personal Property, the Permits, Plans and Warranties and the Leases, hereinafter acquired by or released to the Debtor or constructed, assembled or placed by the Debtor on the Land, the Premises or the Improvements, and all

conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be.

EXHIBIT A
to UCC-1
Annex 2

Owned Land

FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK

File No: NYN99-4333AL (10)
Commitment No.: TP-6804-99

EXHIBIT "A"
Legal Description

PARCEL 1:

A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 26, Township 21 South, Range 1 West, and the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Section 26, Township 21 South, Range 1 West, and run South 01 degrees 44 minutes 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 degrees 08 minutes 58 seconds 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 degrees 07 minutes East along said right of way line a distance of 210.18 feet to a point;

THENCE turn an angle of 55 degrees 31 minutes 29 seconds to the left and run a distance of 425.70 feet to a point;

THENCE turn an angle of 90 degrees 00 minutes 51 seconds to the left and run 173.27 feet to a point;

THENCE turn an angle of 89 degrees 59 minutes 09 seconds to the left and run a distance of 544.62 feet to the point of beginning.

PARCEL 2:

A parcel of land situated in the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of Section 27, Township 21 South, Range 1 West (Axle found in place);

THENCE run South 01 degrees 44 minutes East a distance of 100.00 feet to a point;

FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK

File No: NYN99-4333AL (10)
Commitment No.: TP-6804-99

EXHIBIT "A" Legal Description (continued)

THENCE turn an angle of 88 degrees 30 minutes 30 seconds 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 degrees 49 minutes 30 seconds to the left and run Westerly a distance of 400.0 feet to a point;

THENCE turn an angle of 89 degrees 10 seconds 30 minutes 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 degrees 49 minutes 30 seconds to the left and run Easterly along said North boundary line a distance of 400.0 feet to the point of beginning.

Subject Leases

NONE.

Leased Land

NONE.

UCC-E

Additional Debtor Names

1. Southern Ductile Casting Company
2. Foundry Service Company
3. Alabama Ductile Casting Company
4. Citation Marion, Inc.
5. Citation Foam Castings Company

FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK

File No: NYN99-4333AL (10)
Commitment No.: TP-6804-99

EXHIBIT "A" Legal Description

PARCEL 1:

A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 26, Township 21 South, Range 1 West, and the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Section 26, Township 21 South, Range 1 West, and run South 01 degrees 44 minutes 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 degrees 08 minutes 58 seconds 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 degrees 07 minutes East along said right of way line a distance of 210.18 feet to a point;

THENCE turn an angle of 55 degrees 31 minutes 29 seconds to the left and run a distance of 425.70 feet to a point;

THENCE turn an angle of 90 degrees 00 minutes 51 seconds to the left and run 173.27 feet to a point;

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PARCEL 2:

A parcel of land situated in the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of Section 27, Township 21 South, Range 1 West (Axle found in place);

THENCE run South 01 degrees 44 minutes East a distance of 100.00 feet to a point;

FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK

File No: NYN99-4333AL (10)
Commitment No.: TP-6804-99

EXHIBIT "A" Legal Description (continued)

THENCE turn an angle of 88 degrees 30 minutes 30 seconds 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 degrees 49 minutes 30 seconds to the left and run Westerly a distance of 400.0 feet to a point;

THENCE turn an angle of 89 degrees 10 seconds 30 minutes 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 degrees 49 minutes 30 seconds to the left and run Easterly along said North boundary line a distance of 400.0 feet to the point of beginning.

**PATRICIA YEAGER FUHRMEISTER
JUDGE OF PROBATE**

CUSTOMER RECEIPT #: 12/09/1999 % CASHIER: HHS

12/09/1999 49900	04:07:35	REL	RECORD	2.50
			INDEX	4.00
			CERT	1.00
			LEGISL	1.00
12/09/1999 49901	04:07:37	REL	RECORD	2.50
			INDEX	4.00
			CERT	1.00
			LEGISL	1.00
12/09/1999 49902	04:07:38	REL	RECORD	4.50
			INDEX	4.00
			CERT	1.00
			LEGISL	1.00
12/09/1999 49903	04:07:39	UCC6	INDEX	4.00
			LEGISL	1.00
			UCC	9.00
12/09/1999 49904	04:07:40	UCC6	NO FEE	.00
12/09/1999 49905	04:07:41	MONY	RECORD	87.50
			NOTARY	6835.85
			INDEX	4.00
			CERT	1.00
			LEGISL	1.00

Total Receipt Charges: 6170.85

CHECK MAGNOLIA TITLE 6194.50

CHECK Change Issued: 25.65

SHELBY COUNTY, ALABAMA 35051

Inst # 1999-51439

12/21/1999-51439
10:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
018 CJ1 32.00