

20061031000537060 1/6 \$33.00
Shelby Cnty Judge of Probate, AL
10/31/2006 01:32:36PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

CITATION CASTINGS, LLC (successor-by-conversion to CITATION CASTINGS, INC.)

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

2700 CORPORATE DRIVE, SUITE 100

CITY

BIRMINGHAM

STATE

AL

POSTAL CODE

35242

COUNTRY

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

ALABAMA

1g. ORGANIZATIONAL ID #, if any

DLL 685-027

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Collateral Agent for the Revolver Lenders

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

270 PARK AVENUE

CITY

NEW YORK

STATE

NY

POSTAL CODE

10017

COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

See Schedule I attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING
6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2
8. OPTIONAL FILER REFERENCE DATA

TO BE FILED WITH: SHELBY COUNTY, ALABAMA

27011/071

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

Insert Pathline Here

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME	CITATION CASTINGS, LLC (successor-by-conversion to CITATION CA		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S ☐ or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
				COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

16. Additional collateral description:

See Exhibit A attached hereto and made a part hereof.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years
☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

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SCHEDULE I TO UCC FINANCING STATEMENT

Debtor: Named in the Financing Statement to which this Schedule is attached

Secured Party: JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
a national banking association (converted from JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank)
270 Park Avenue
New York, New York 10017

The following types or items of property, whether now owned or at any time hereafter acquired by the Debtor or which the Debtor now has or at any time in the future may acquire any right, title or interest (all such property being hereinafter referred to as the “**Collateral**”):

(1) all Debtor’s right, title and interest in all the land more particularly described on Exhibit A hereto (the “**Land**”);

(2) all Debtor’s right, title and interest in and to each leasehold estate created pursuant to any lease or leases affecting the Land, including, without limitation, all rights of the lessee under each such 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 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.

(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 is 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;

(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;

(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;

(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 Mortgaged Property 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 Mortgaged Property, unearned premiums on policies of fire and other insurance maintained by the Debtor covering any interest in the Mortgaged Property 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.




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Exhibit A


20061031000537060 6/6 \$33.00
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Legal Description

PARCEL I:

A parcel of land situated in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West, and the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ 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 $01^{\circ}44'$ 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.

PARCEL II:

A parcel of land situated in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ 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 $01^{\circ}44'$ East a distance of 100.00 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 in 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.

Address:

130 Industrial Road, Columbiana, AL 35051 (Shelby County)
301 McDow Road, Columbiana, AL 35051 (Shelby County)

Tax Parcel ID Nos.

21-7-26-2-001-002.001
21-5-22-4-001-005