

This instrument was prepared by and when recorded return to:

Susan D. Kennedy, Esq. Davis Polk & Wardwell 450 Lexington Avenue New York, New York 10017

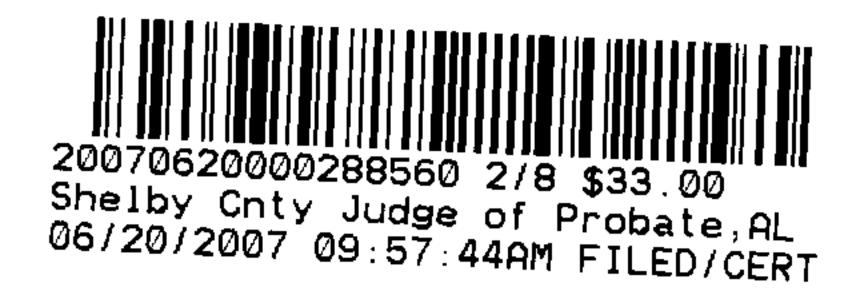
# AMENDMENT NO. 1 TO AMENDED AND RESTATED TERM LOAN MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED TERM LOAN MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") dated as of April 6, 2007 between Citation Corporation, a Delaware corporation, having an address at 2700 Corporate Drive, Birmingham, AL 35242 (the "Mortgagor") and JPMorgan Chase Bank, N.A., as Agent for the Banks, having an address at 270 Park Avenue, New York, New York, 10017 (the "Mortgagee").

## WITNESSETH:

WHEREAS, in order to secure payment, performance and observance of its indebtedness, liabilities and obligations arising under (i) the Amended and Restated Credit Agreement dated as of May 23, 2005 (as amended, supplemented or otherwise modified from time to time, the "Pre-Petition Credit Agreement"), among Citation Corporation, a Delaware corporation, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as the Issuing Bank, Administrative Agent and Collateral Agent and (ii) the Guarantee Agreement dated as of May 23, 2005 among the Mortgagor, the subsidiaries of the Mortgagor listed on Schedule I thereto and the Administrative Agent, Citation Castings, LLC, an Alabama limited liability company (successor-by-conversion to Citation Castings, Inc., an Alabama corporation) (the "Original Mortgagor") executed and delivered to the Mortgagee an Amended and Restated Term Loan Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of June 23, 2005 (the "Mortgage"), which Mortgage was recorded in Shelby County, Alabama, on October 31, 2006, as Document No. 20061031000537030 and which Mortgage encumbers the interest of the Mortgagor in and to the parcel of land and improvements thereon described in Exhibit A annexed hereto; and

WHEREAS, the Original Mortgagor merged with the Mortgagor, with the Mortgagor constituting the surviving entity, as evidenced by the certificate attached hereto as Exhibit B annexed hereto; and



WHEREAS, the Mortgagor and the Mortgagee wish to confirm that the Mortgagor is fully liable for the obligations of the Original Mortgagor as if originally a signatory thereto; and

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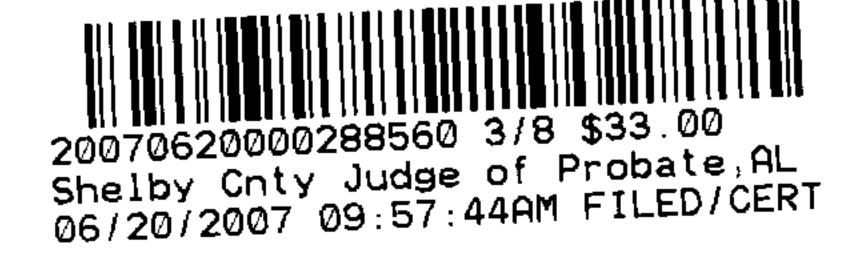
WHEREAS, on March 12, 2007 (the "Petition Date"), Citation Corporation and certain of its subsidiaries filed voluntary petitions with the Bankruptcy Court for the Northern District of Alabama, Southern Division, United States ("Bankruptcy Court") initiating cases under chapter 11 of the Bankruptcy Code, and continued in the possession of their assets and in the management of their businesses pursuant to Sections 1107 and 1108 of the Bankruptcy Code; and

WHEREAS, on April 5, 2007, the Bankruptcy Court entered the order issued or affirmed by the Bankruptcy Court confirming the Plan of Reorganization (the "Confirmation Order") under Chapter 11 of the Bankruptcy Code proposed by the debtors and approved by the Bankruptcy Court (the "Plan"); and

WHEREAS, it is a condition to consummation of the Plan that the Borrower enter into the Amended and Restated Credit Agreement dated as of April 6, 2007 (the "Credit Agreement") among Citation Corporation, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent; and

WHEREAS, the Plan provides in part: "All Pre-Petition Security Documents shall remain in full force and effect on and after the Effective Date, and all Liens, rights, interests, duties and obligations thereunder shall be Reinstated and shall secure all of the obligations under the Restructured Credit Agreement. Without limiting the generality of the foregoing, all Liens and security interests granted thereunder to the Pre-Petition Agent and the Pre-Petition Credit Agreement Secured Parties shall be (i) valid, binding, perfected, enforceable, Liens and security interests in the personal and real property described in such documents, with the priorities established in respect thereof under applicable non-bankruptcy law and (ii) not subject to avoidance, recharacterization or subordination under any applicable law. In addition to the foregoing, the relative priorities and rights in such property as among the Pre-Petition Revolver Lenders and the Pre-Petition Term Lenders shall continue to be governed by the Pre-Petition Credit Agreement and the Pre-Petition Security Documents"; and

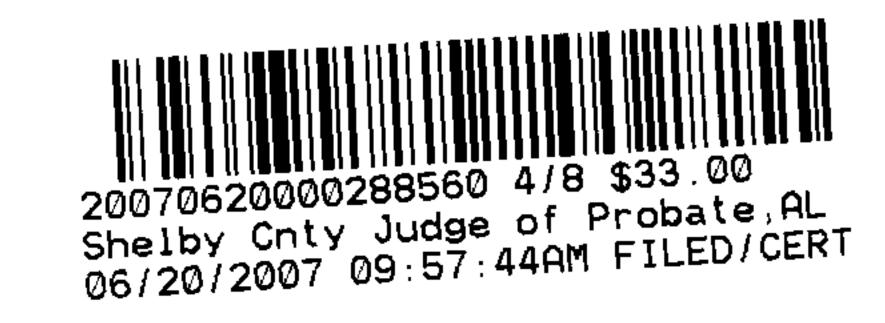
WHEREAS, the Plan defines "Pre-Petition Security Documents" as the "Security Documents" as defined in the Pre-Petition Credit Agreement (which term includes the Mortgage); and



WHEREAS, the Confirmation Order provides that "the Reorganized Debtors and the other persons granting such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of state, provincial, federal or other law (whether domestic or foreign) that would be applicable in the absence of this Confirmation Order, and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties"; and

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The Mortgagor confirms that the Liens created by the Mortgage extends to and secures (as set forth in the Plan) all of the obligations under the Credit Agreement.
- 2. Except as modified hereby, the terms and conditions of the Mortgage remain unchanged and in full force and effect and are hereby ratified and confirmed. The Mortgagor hereby confirms that it has no defenses or offsets with respect to its obligations under the Mortgage, as modified hereby.
- 3. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute the same instrument. Capitalized terms used herein but not defined herein shall have the meanings given such terms in the Mortgage, and if not therein, in the Credit Agreement. All references in the Mortgage to "Credit Agreement" shall be deemed to refer to the Pre-Petition Credit Agreement as amended and restated by the Credit Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first above written.

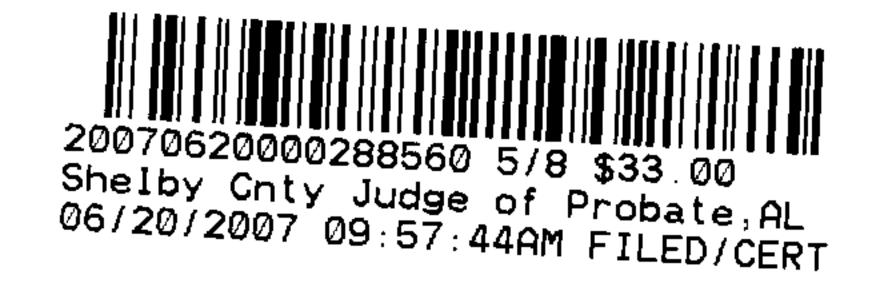
By:

Jephnyll, See
Name: Geoff Sup A · Bell
Title:

JPMORGAN CHASE BANK, N.A., as
Agent for the Banks, as Mortgagee

By:
Name:

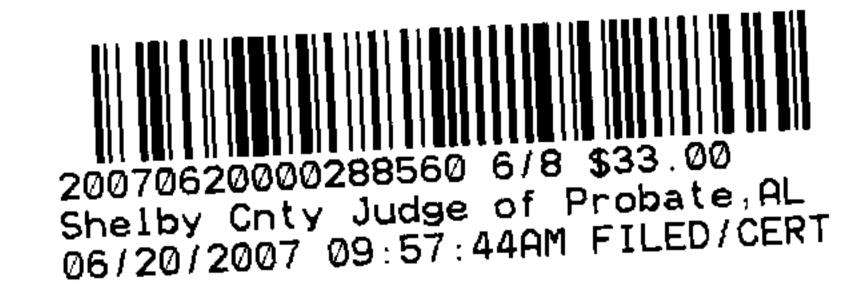
Title:



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first above written.

CITATION CORPORATION, as Mortgagor

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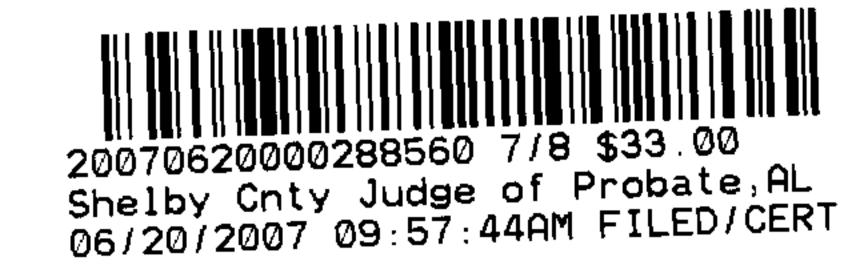


STATE OF ALA-BAMA	)	
		SS
COUNTY OF SUELBY	)	

Given under my hand and official seal this the 20th day of 4ml, 2007.

Sufau Leon Notary Public

[Affix Seal]



STATE OF New York : ss COUNTY OF New York )

I, the undersigned authority, a Notary Public in and for said County in said

State, do hereby certify that Russello,

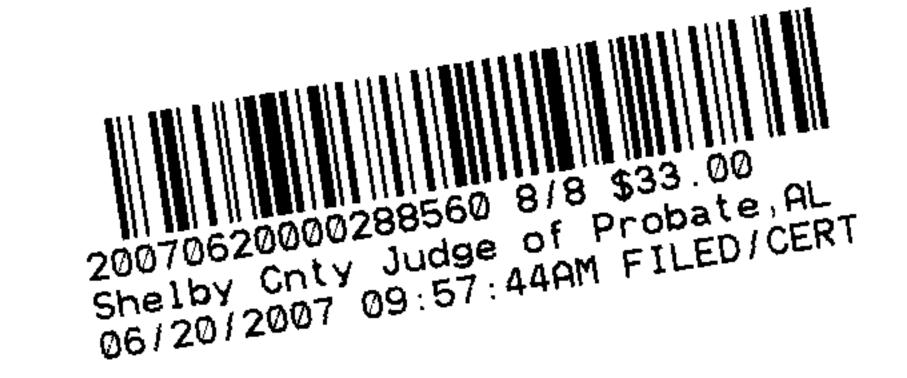
whose name as Association of JPMorgan Chase Bank, N.A., a national banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this the 1th day of April, 2007.

Orlena lo Reservatione Notary Public

[Affix Seal]

ARLENE N. GIBBS
Notary Public, State of New York
No. 01Gl6025531
Qualified in Nassau County
Commission Expires June 1, 20 07



#### EXHIBIT "A"

### PARCEL I

A parcel of land situated in the Northwest % of the Northwest % of Section 26, Township 21 South, Range 1 West, and the Southwest % of the Southwest % 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°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.

## PARCEL II:

A parcel of land situated in the Southwest % of the Southeast % 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°44′ East a distance of 100.00 feet to a point; thence turn an angle of 88°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°49′30″ to the left and run Westerly a distance of 400.0 feet to a point; thence turn an angle of 89°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°49′30″ to the left and run Easterly along said North boundary line a distance of 400.0 feet to the point of beginning.