

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 REVOLVING LOAN MORTGAGE,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE
FILING**

**THIS AMENDMENT NO. 1 TO REVOLVING LOAN MORTGAGE,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE
FILING** (this "**Amendment**") dated as of April 17, 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**").

W I T N E S S E T H:

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 Revolving 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. 20061031000537050 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 A 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

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. The Mortgagor confirms that the Mortgagor, as the surviving entity following a merger with the Original Mortgagor, is liable for all of the obligations of the Original Mortgagor pursuant to the Original Mortgage and the other Loan Documents to which the Original Mortgagor is a party as if originally a signatory thereto.
3. The legal description in Exhibit A to the Mortgage is hereby replaced in its entirety by the legal description in Exhibit A attached hereto.
4. 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.
5. 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.

CITATION CORPORATION, as
Mortgagor

By: _____

Name: _____

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

By: _____
Name:
Title:

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

By: Gianni Russell
Name: Gianni Russell
Title: Associate

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Shelby Cnty Judge of Probate, AL
06/20/2007 09:57:45AM FILED/CERT

STATE OF ALABAMA)
: ss
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that Jeffrey A. Bell, whose name as VP of Citation Corporation, a Delaware corporation, 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 corporation.

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

Barbara L. Leon
Notary Public

[Affix Seal]

STATE OF New York,
COUNTY OF New York; ss

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that Gianni Russello,
whose name as Associate 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 17th day of April, 2007.

Margarita Ortiz
Notary Public

[Affix Seal]

MARGARITA ORTIZ
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01OR6041062
My Commission Expires May 1, 2010



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Shelby Cnty Judge of Probate, AL
06/20/2007 09:57:45AM FILED/CERT

EXHIBIT "A"

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.