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**U. S. STEEL GROUP, A UNIT OF USX CORPORATION
BLANKET AGREEMENT COVERING WORK
PERFORMED ON BEHALF OF U. S. STEEL GROUP, A UNIT OF USX CORPORATION**

Agreement of November 4, 1993, by and between U. S. STEEL GROUP, A UNIT OF USX CORPORATION, a Delaware Corporation (hereinafter "USS"), and HYDRO-TECHNICS, INC. (hereinafter "Contractor").

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN AND FOR THE FURTHER CONSIDERATION OF ONE DOLLAR (\$1.00) PAID BY USS TO CONTRACTOR AND OTHER GOOD AND VALUABLE CONSIDERATION BETWEEN THE PARTIES HERETO, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

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ARTICLE 1. - DESCRIPTION OF WORK

1.1 This Agreement shall govern and control all work performed by Contractor at the request of or on behalf of USS during the term of this Agreement regardless of whether said work is performed pursuant to written order(s) (whether purchase orders, standing orders or Contractor stocking orders) issued by USS, written contract(s) or agreement(s) executed by the parties and/or verbal request(s) or order(s) issued by USS's agents, servants or employees.

1.2 The term "work" wherever appearing herein shall mean any and all work, labor and/or services of any type, nature or description whatsoever furnished or performed by Contractor, Contractor's agents, servants or employees (or by others on Contractor's behalf) hereunder, including without limitation, the operation, maintenance or servicing of any machinery or equipment, the placing, installing or erecting of any material or equipment, the performance of any construction, repair or dismantling type work or services, the handling, loading, processing and/or removal of any materials or equipment or any other work, labor or services.

1.3 This Agreement shall govern and control all work to be performed by Contractor at the request of or on behalf of USS during the term of this Agreement regardless of whether or not the work is performed on USS's premises.

1.4 Contractor shall at all times be and remain an independent contractor with respect to the work and not an agent or employee of USS.

Lambert C. Genetos
8585 Broadway, St. 600
Merrillville, IN 46410

STATE OF INDIANA
RECORDS SECTION
NOV 11 1993

10820

ARTICLE 2 - TERM OF AGREEMENT

2.1 This Agreement shall be effective on November 1, 1993 and shall continue in full force and effect to October 31, 1998.

ARTICLE 3 - LIENS

3.1 Contractor hereby irrevocably waives any rights he may now have or which he may acquire with respect to work governed by this Agreement performed under contracts executed by the parties and/or orders issued by USS during the term of this Agreement to file liens or charges against USS or USS's property.

3.2 Contractor shall also pay, satisfy and discharge all mechanics', materialmen's and other liens, and all claims, obligations and liabilities which may be asserted against USS or its property by reason of, or as a result of, any acts or omissions of Contractor, its employees, representatives, licensees or suppliers, or its subcontractors, or the employees or suppliers of its subcontractors, in connection with, or relating to the performance of work governed or controlled by this Agreement.

3.3 For work performed pursuant to this agreement on land situated within the State of Indiana as described in Exhibit A,

"It is agreed that this is a "no-lien" contract pursuant to I.C. 32-8-3-1, and to the fullest extent permitted by this statute and all other laws, no lien of Contractor, or any subcontractor, mechanics, journeymen, laborers or other persons performing labor or furnishing materials or machinery or any other services, work or materials which may result in a lien (collectively called "Subs") shall attach to or be valid against the improvements, buildings, structure or aforesaid Real Estate (collectively the "Real Estate") of Owner. Contractor and each Sub agrees to the foregoing and each does further surrender and waive any and all liens or claims or rights of lien which it may have for materials, labor or service to be furnished or rendered upon or to the Real Estate. This paragraph shall inure to and be enforceable by Owner, any subsequent holder of title to the Real Estate and any mortgage of the Real Estate. Attachment of a lien, including an IRS levy, shall be a default unless Owner receives adequate security to protect it against such liens.

"This no-lien clause shall apply to any additions or modifications to this Contract."

3.4 For work performed pursuant to this agreement on land situated within the Commonwealth of Pennsylvania as described in Exhibit B,

USS and the Contractor hereby agree, intending to be legally bound, that no mechanic's lien shall be filed by the Contractor or by anyone against the building and land described in Exhibit "B", Property Description, and Contractor, for himself and any and all subcontractors and parties acting through or under him, them or any of them, hereby expressly waives and relinquishes the right to have, file or maintain any mechanic's liens or claims against said real estate or structures, improvements or other property thereon. This waiver shall also apply to changes and extra work.

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The Contractor warrants and represents that he will notify each of his subcontractors furnishing labor or materials in assistance of the Contractor's performance relating to the work hereunder of this waiver of liens before any such subcontractors furnish his or their labor or materials. This agreement and waiver is made and intended to be filed with the Prothonotary of Court of Common Pleas in any county where USS's property is located.

3.5 For work performed pursuant to this agreement on land situated within the States of Alabama, Minnesota or Ohio:

Contractor warrants and represents that he will obtain for good, valuable and separate consideration from each and every subcontractor and/or materialman furnishing labor or materials in assistance of the Contractor's performance relating to the work hereunder and any changes or extra work, a waiver and materialmen's rights to file mechanic's liens against USS's real estate, structures, improvements or other property, prior to the provision of any labor or materials by any of them.

USS may require and Contractor hereby agrees to provide, upon USS's request, as a condition precedent to any payments to Contractor by USS, properly executed and notarized partial waiver of mechanic's lien rights signed by any and/or all subcontractors and/or materialmen in a form suitable to USS.

ARTICLE 4 - CONTRACT PRICE AND TERMS OF PAYMENT

4.1 The contract price and terms of payment relative to work performed pursuant to contracts executed by Contractor or orders issued to Contractor during the term of this agreement shall be those specifically set forth in each contract or order.

ARTICLE 5 - WITHHOLDING

5.1 In addition to its other remedies, USS may withhold and retain from time to time out of moneys due Contractor, amounts sufficient fully to reimburse and compensate USS for any loss or damage which USS sustains, or may sustain, as a result of any default or any breach by Contractor of any of the provisions of this Agreement or the provisions of any contract executed by the parties and/or orders issued by USS during the term of this Agreement, or by reason of any other claims USS or any Division or Subsidiary of USS may have against Contractor.

NOT OFFICIAL!

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ARTICLE 6 - INSPECTION

6.1 All work shall be subject to inspection and approval by USS at all times, but such approval shall not relieve Contractor of its complete and total responsibility for the proper performance of the work.

6.2 Contractor shall provide sufficient, safe and proper facilities at all times for such inspection.

ARTICLE 7 - DEFECTIVE WORK

7.1 Contractor at any time during progress of any work performed during the term of this Agreement shall, within twenty-four (24) hours after receiving written notice from USS's designated Engineer so to do, proceed to remove from the premises all materials condemned by USS's designated Engineer, whether assembled or not, and to dismantle all portions of the work which shall be condemned as unsound or improper or in any way failing to conform to the requirements of the Agreement under which the work is performed and to replace at Contractor's own expense all such work and materials.

ARTICLE 8 - GUARANTEE

8.1 All materials provided by Contractor during the term of this Agreement shall be new, and both the workmanship and materials shall be of good MERCHANTABLE QUALITY for the industry. Contractor shall repair or remove and replace at its own expense and at the USS's convenience and option, workmanship and/or materials which prove to be defective during the construction period and/or at any time within one year from the date of the final acceptance of the Contractor's work by USS or one year from the date of the initial operation and use of the facility, machinery, or equipment incorporating said workmanship or materials, whichever is later.

8.2 Contractor guarantees that any equipment and/or machinery manufactured or fabricated pursuant to a design or specification furnished by USS shall be in strict and complete compliance with said design or specification.

8.3 Contractor guarantees that all equipment and machinery furnished during the term of this Agreement, excepting only equipment and machinery which is manufactured pursuant to and in strict and complete compliance with a design and/or specification provided by USS, will perform the required function in a manner satisfactory to USS; and Contractor agrees to pay all costs for removing and replacing any part or parts thereof which prove defective or which fail to adequately perform the required functions. This guarantee shall extend for one year from the date that said machinery or equipment is placed into regular service or for any longer period provided by the manufacturer of the equipment and machinery.

8.4 Contractor guarantees that, for a period of seven (7) years from commencement of operations by USS, that it will continue the manufacture of or otherwise make available on a general distribution basis, all equipment and/or components manufactured by or exclusively for Contractor which are designed into work or products furnished pursuant hereto. Contractor further guarantees that it will, in good faith, require sub-suppliers to similarly guarantee availability for a like period.

ARTICLE 9 - CONDITIONS UNDER WHICH USS MAY COMPLETE WORK

9.1 If Contractor, at any time in the judgment of USS, shall fail to supply enough properly skilled workmen or materials, tools, equipment, facilities and supplies of the proper quality, or fail in any respect to prosecute work with promptness and diligence, or fail to make prompt payment to subcontractors or for materials or labor, or fail in the performance of any of its obligations hereunder, and

shall, within three (3) days after receipt of written notice from USS fail to remedy any such default, or shall interfere with or disrupt, or threaten to interfere with or disrupt, USS's operations in any manner other than as specifically set forth in this Agreement, whether by reason of a labor dispute or otherwise, or if the presence of the Contractor or its agents or employees upon the USS's premises or the fact that this Agreement or any other contract with Contractor has been made results in acts by third parties which interfere with or disrupt USS's operations in any manner other than as specifically set forth in this Agreement, whether by reason of a labor dispute, picketing, boycotting or otherwise, or if a petition in bankruptcy shall be filed by or against the Contractor, or the Contractor shall become insolvent, USS may, in any such event, either terminate its contract(s) with Contractor or may exclude Contractor and its employees, subcontractors and agents from performing work without terminating its contract(s) with Contractor.

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9.2 USS, having the sole custody of the above elections, may enter upon the premises and take possession of all materials, tools, equipment, facilities and supplies thereon, and may finish the work with its own forces and may provide the necessary labor and additional materials, tools, equipment, facilities and supplies for finishing the work, or USS may employ any other person or persons to finish the said work.

9.3 Contractor shall not be entitled in any such event, to receive any further payment under any contract between the parties and/or issued by USS until said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid Contractor shall exceed the cost and expense of finishing the work, plus any damage incurred through default of the Contractor, such excess shall be paid by USS to Contractor; but if such cost, expense and damage shall exceed such unpaid balance, Contractor shall be liable for and shall pay such difference to USS.

9.4 Any unexpended materials, tools, equipment, facilities and supplies furnished by Contractor for the work shall be returned to it following the completion thereof. The cost and expense of completing the work, as herein provided, and any damage incurred through default of Contractor, shall be audited and certified by USS, whose certificate thereof shall be final and binding upon the parties hereto.

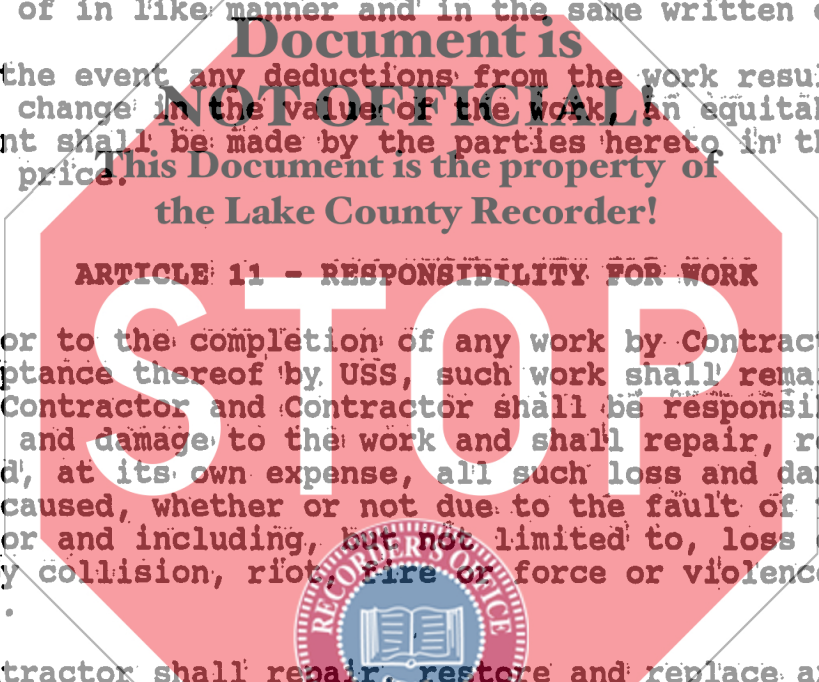
ARTICLE 10 - CHANGES AND EXTRAS

10.1 USS reserves the right to make changes in, deductions from and additions to work upon written order to Contractor.

10.2 Before proceeding with any work involving possible claims by Contractor for extra compensation above the contract price for work, Contractor shall submit in writing to USS, a detailed estimate of the price for such work and shall secure from USS's purchasing agent, a written order describing such work and fixing Contractor's compensation.

10.3 Any claim for extension of time for completing the work resulting from any such change shall also be submitted and disposed of in like manner and in the same written order.

10.4 In the event any deductions from the work result in a material change in the value of the work, an equitable adjustment shall be made by the parties hereto in the contract price.



ARTICLE 11 - RESPONSIBILITY FOR WORK

11.1 Prior to the completion of any work by Contractor and the acceptance thereof by USS, such work shall remain at the risk of Contractor and Contractor shall be responsible for all loss and damage to the work and shall repair, renew and make good, at its own expense, all such loss and damage, however caused, whether or not due to the fault of the Contractor and including, but not limited to, loss or damage caused by collision, riot, fire or force or violence of the elements.

11.2 Contractor shall repair, restore and replace any real or personal property, including tools and equipment, belonging to USS which Contractor or its subcontractors or suppliers, or their respective employees or invitees may damage or destroy while on USS's premises.

ARTICLE 12 - UNEMPLOYMENT COMPENSATION

12.1 Contractor shall provide and pay, and require its subcontractors, if any, to provide and pay, and to secure the payment of, contributions and payments with respect to employees of Contractor and its subcontractors to state unemployment compensation funds when and as required by such state unemployment compensation laws.

12.2 The above described contributions to be provided by Contractor hereunder will extend coverage to all work or services performed by Contractor at the request of or on behalf of USS.

12.3 Contractor shall furnish to USS satisfactory evidence that Contractor and its subcontractors have complied fully with all of the requirements of such laws and shall defend, indemnify and hold harmless USS, USS's successors and assigns and/or USS's agents, servants, and employees from and against any and all actions, claims, damages and costs resulting from Contractor's failure fully to comply with all such laws. In addition to its other remedies, USS may, at its sole option and without liability to Contractor, suspend the work and/or exclude Contractor from USS's premises until Contractor furnishes satisfactory evidence of its full compliance with the provisions of this Article 12.

12.4 The obligation of the Contractor to provide the insurance herein above specified shall not limit in any way the liability or obligations assumed by the Contractor elsewhere in this Agreement.

ARTICLE 13 - RESPONSIBILITY FOR SAFETY OF PERSONS AND PROPERTY

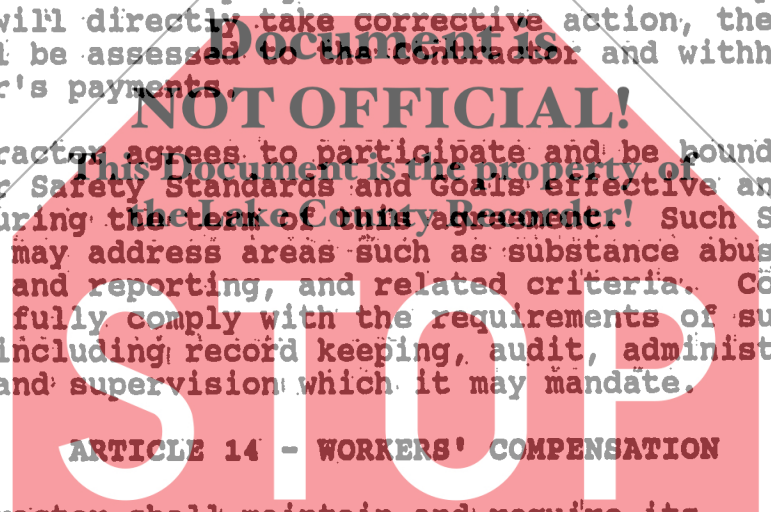
13.1 The safety of all persons employed by Contractor and its subcontractors on USS's premises, and/or any other person who enters upon USS's premises for reasons relating to work performed during the term of this Agreement shall be the sole responsibility of Contractor. Contractor shall at all times maintain good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

13.2 With respect to all work performed during the term of this Agreement, Contractor shall take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon USS's premises. Such measures and precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect workmen and others against any conditions on USS's premises which could be dangerous and to prevent accidents of any kind whenever work is being performed in proximity of any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by the Contractor, its subcontractors, agents, servants or employees of USS or other persons.

13.3 Contractor shall confine all equipment and Contractor's employees and all other persons who come onto USS's premises at Contractor's request or for reasons relating to the performance of work during the term of this Agreement to that portion of USS's premises where the work is to be performed or to roads leading to and from such work sites, and to any other area which USS may permit Contractor to use.

13.4 USS expects Contractor to fully, faithfully and expeditiously discharge its responsibilities pertaining to maintenance of a safe job site, including but not necessarily limited to housekeeping. To the extent that Contractor's housekeeping is deficient in USS's opinion, then USS will directly take corrective action, the cost of which will be assessed to the contractor and withheld from Contractor's payments.

13.5 Contractor agrees to participate and be bound by USS's Contractor Safety Standards and Goals effective and/or imposed during the term of this agreement. Such Standards and Goals may address areas such as substance abuse, EMR's, OSHA logs and reporting, and related criteria. Contractor agrees to fully comply with the requirements of such a program, including record keeping, audit, administration, training and supervision which it may mandate.



ARTICLE 14 - WORKERS' COMPENSATION

14.1 Contractor shall maintain and require its subcontractor, if any, to maintain in full force and effect throughout the entire term of this Agreement, insurance coverage providing compensation for occupational diseases and for injuries sustained by or death resulting to employees of Contractor or its subcontractors as required by law, including the laws of each state wherein any work hereunder is performed and where employment contracts of such employees were made; and, in addition, Employer's Liability Insurance with limits not less than \$500,000 each accident, \$500,000 disease-policy limit, \$500,000 disease each employee.

14.2 The above described insurance coverage to be provided by Contractor hereunder will extend coverage to all work or services performed by Contractor at the request of or on behalf of USS.

14.3 Contractor shall furnish to USS satisfactory evidence that Contractor and its subcontractors have complied fully with all of the requirements of such laws and shall defend, indemnify and hold harmless USS, USS's successors and assigns and/or USS's agents, servants, and employees from and against any and all actions, claims, damages and costs

resulting from Contractor's failure to fully comply with all such laws. In addition to its other remedies, USS may, at its sole option and without liability to Contractor, suspend the work and/or exclude Contractor from USS's premises until Contractor furnishes satisfactory evidence of its full compliance with the provisions of this Article 14.

14.4 Prior to the commencement of any work or services, Contractor and all subcontractors, if any, shall furnish certificates of insurance satisfactory to USS (or if USS so directs, copies of the actual insurance policies) from each insurance carrier showing that the above required insurance is in force, the amount of the carrier's liability thereunder, and further providing that the insurance will not be canceled or changed until the expiration of at least thirty (30) days after written notice of such cancellation or change has been mailed to and received by USS. All copies of policies and certificates of insurance submitted to USS shall be in form and content acceptable to USS.

14.5 All policies of insurance shall be endorsed whereby the insurer waives any and all rights of subrogation against USS.

ARTICLE 15 - INDEMNITY

15.1 Contractor, for itself, its successors and assigns, agrees to defend, indemnify and hold harmless USS, USS's successors and assigns, and USS's agents, servants and employees from and against any and all claims, demands, damages, actions or causes of action at law or in equity, together with any and all losses, costs, or expenses and attorneys' fees, in connection therewith or related thereto, asserted by any entity, person or persons, including but not limited to employees of Contractor, for bodily injuries, death or property damage arising or in any manner growing out of the work governed or controlled by this Agreement. Contractor agrees to fully perform and fulfill its obligations hereunder to defend, indemnify and hold harmless USS, USS's successors and assigns and USS's agents, servants and employees regardless of whether or not the alleged bodily injuries, death or property damage is caused or is alleged to be caused in whole or in part by the conduct, fault or negligence of USS and/or USS's agents, servants or employees; activities or conditions upon USS's premises including, inter alia, those for which USS is, or is alleged to be, strictly and/or absolutely liable; and/or defects in, or the condition of, USS's land, buildings, facilities, machinery, equipment or vehicles.

15.2 Contractor shall be solely responsible for the selection of methods and processes and the operation of equipment used to carry out its work, and Contractor agrees, to defend, indemnify, and hold harmless USS, USS's successors and assigns, and USS's agents, servants and employees from and against any and all claims, demands, damages, actions or causes of action at law or in equity, together with any and all losses, costs or expenses and attorneys' fees incident to any infringement or claimed infringement of any patent(s) and/or license(s) arising from the equipment used and/or the processes and methods practiced by Contractor in its performance of contracts executed and/or purchase orders issued during the term of this Agreement or in any way connected therewith.

15.3 In the event that in the performance of any work, Contractor provides to USS any equipment or process to be utilized by USS subsequent to Contractor's completion of the work, Contractor shall provide to USS upon final payment for Contractor's performance of said work a paid-up, royalty-free, non-exclusive license under any applicable United States patents necessary to permit USS to make, have made and use equipment and/or processes provided under this Agreement. Said license shall be secured by Contractor at its sole expense. In the event that Contractor is unable to secure said paid-up, royalty-free, non-exclusive license, Contractor shall, at its sole expense, modify the equipment and/or processes so as to render them non-infringing, or shall remove said equipment and/or processes and replace them with equipment and/or processes which shall not infringe upon any licenses or patents. Contractor, for itself, its successors and assigns, agrees to defend, indemnify and hold harmless USS, USS's successors and assigns and USS's agents, servants, and employees from and against any and all claims, demands, damages, actions or causes of action at law or in equity, together with any and all losses, costs or expenses and attorney's fees incident to any infringement or claimed infringement of any patent(s) and/or license(s) arising out of USS's use of said equipment and/or processes.

15.4 In connection with any demands, claims or any other legal proceedings (whether at law or in equity) covered by paragraphs 15.1, 15.2 and 15.3 of this Article, USS and/or USS's agents, servants and employees retain the right to be represented, at their sole option, by attorneys of their own selection, at their own expense. The exercise of this right to select their own attorneys will in no way detract from or release the Contractor from its obligation to indemnify and hold harmless USS and/or USS's agents, servants and employees. The extent of the Contractor's indemnity obligation shall not be limited to the amounts of the insurance coverage provided for in Article 16 of this Agreement.

ARTICLE 16 - INSURANCE

16.1 Contractor shall maintain and require its Subcontractors, if any, to maintain in full force and effect throughout the entire term of this Agreement, insurance coverage (under an "occurrence" policy form) in an insurance company or companies satisfactory to USS and possessing an A.M. Best Company rating of B+, Class VI or better, insuring: (1) Contractor's obligations under Article 15 of this Agreement; (2) Contractor's, USS's and/or USS's agents', servants' and employees' liability to pay for any bodily injuries or death received or sustained by any person or persons, including employees of contractor, in any manner caused by, arising from, incident to, connected with or growing out of the work governed by this Agreement, the use of machinery, equipment or vehicles on USS's premises, and/or the condition of USS's land, buildings, facilities, machinery, equipment or vehicles; and (3) Contractor's, USS's and/or USS's agents', servants' and employees' liability to pay for any and all loss; damage and injury to the property of any and all persons in any manner caused by, arising from, incident to, connected with or growing out of the work governed by this Agreement, the use of machinery, equipment or vehicles on USS's premises, and/or activities upon, or the condition of, USS's land, buildings, facilities, machinery, equipment, or vehicles.

16.2 Said policies of insurance shall be endorsed to include USS as an additional insured, on a primary and non-contributory basis, and the insurance carrier shall promise to defend USS and/or USS's agents, servants, and employees and provide insurance coverage of not less than Two Million Dollars (\$2,000,000) for bodily injury or death arising out of any one occurrence and Two Million Dollars (\$2,000,000) for property damage arising out of any one occurrence. If, and to the extent that, the insurance coverage provided by Contractor pursuant to this Article is issued on a combined single limit basis, then said insurance coverage shall provide for not less than a Two Million Dollar (\$2,000,000) combined single limit for bodily injury/death/ property damage arising out of any one occurrence, with minimum aggregate limits of Four Million Dollars (\$4,000,000). USS reserves the right to require additional insurance coverage and/or higher policy limits.

16.3 Said insurance policies shall provide a defense and coverage to USS and/or USS's agents, servants and employees regardless of whether the alleged bodily injury, death, or property damage was caused or alleged to be caused in whole or in part by the conduct, fault or negligence of USS and/or USS's agents, servants and employees; activities or

conditions upon USS's premises including inter alia, those for which USS is, or is alleged to be, strictly and/or absolutely liable; and/or defects in or the condition of USS's land, buildings, facilities, equipment, machinery or vehicles.

16.4 The provisions of this Article shall be enforceable and Contractor shall be bound thereby regardless of whether or not the indemnity provisions of Article 15 of this Agreement are determined to be enforceable in the jurisdiction in which the work covered under this Agreement is performed.

16.5 The above described insurance coverage to be provided by Contractor hereunder will extend coverage to all work or services performed by Contractor whether pursuant to this Agreement or any other contract, order, or agreement (whether written or oral) between Contractor and USS.

16.6 Prior to the commencement of any work or services, Contractor and all subcontractors, if any, shall furnish certificates of insurance satisfactory to owner (or if USS so directs, copies of the actual insurance policies) from each insurance carrier showing that the above required insurance is in force, the amount of the carrier's liability thereunder, and further providing that the insurance will not be canceled or changed until the expiration of at least thirty (30) days after written notice of such cancellation or change has been mailed to and received by USS. All copies of policies and certificates of insurance submitted to USS shall be in form and content acceptable to USS.

16.7 All policies of insurance shall be endorsed whereby the insurer waives any and all rights of subrogation against USS.

16.8 In addition to its other remedies, USS may, at its sole option and without liability to Contractor, suspend the work and/or exclude Contractor from USS's premises until Contractor furnishes satisfactory evidence of its full compliance with the provisions of this Article 16.

16.9 The obligation of the Contractor to provide the insurance herein above specified shall not limit in any way the liability or obligations assumed by the Contractor elsewhere in this Agreement.

ARTICLE 17 - TAXES

17.1 Contractor shall pay all contributions, taxes and premiums payable under Federal, State and local laws measured upon the payroll of employees engaged in the performance of work under this Agreement, and all sales, use, excise, transportation, privilege, occupational and other taxes applicable to receipts under this Agreement and on all materials and supplies furnished or work performed hereunder, which Contractor is required by law to pay, and shall hold harmless USS, USS's successors and assigns and/or USS's agents, servants, and employees from any and all liability for any such contributions, premiums, and taxes.

17.2 USS is required to withhold tax from payments to non-resident contractors engaged in work for USS within the State of Indiana. The current applicable Indiana Gross Income Tax is 1.2% of the net amount paid in the calendar year in excess of one thousand dollars (\$1,000), when such payments are for labor and materials incidental to construction and/or maintenance projects. Accordingly, USS, will impose such withholding from payments owing to Contractor unless Contractor certify that he meets the requirements of a "Resident Contractor" as defined by the State of Indiana.

ARTICLE 18 - COOPERATION WITH OTHER CONTRACTORS

18.1 Contractor and its subcontractors, if any, shall cooperate with USS and other contractors on USS's premises and shall so carry on their work that other cooperating contractors shall not be hindered, delayed or interfered with in the progress of their work.

ARTICLE 19 - GOVERNING LAWS AND REGULATIONS

19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding Pennsylvania conflict of laws rules except to the extent that the Indiana Mechanic's Lien Law applies to the provisions of the No-Lien Agreement as stated herein above.

19.2 Any provisions required to be included in a contract of this type by any applicable and valid Federal, State or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

ARTICLE 20 - PERMITS AND LICENSES

20.1 Contractor shall secure and pay for all licenses and permits which he may require to comply fully with all laws, ordinances, and regulations of the proper public authorities in connection with the performance of its work. Contractor shall be responsible for all damages and shall indemnify and save USS harmless from and against all damages and liability, which may arise out of the failure of Contractor to secure and pay for any such licenses and permits or to comply fully with any and all applicable laws, ordinances and regulations.

ARTICLE 21 - SUBLETTING AND ASSIGNING

21.1 Contractor shall not assign any contract and/or purchase order or sublet any part of the work to be performed on USS's premises without the written consent of USS's purchasing agent. In the event that such consent is given, it shall not relieve Contractor from any of the obligations of this Agreement or of any contract, order or agreement (whether written or oral) between Contractor and USS. Any transferee or subcontractor shall be considered the agent of Contractor and, as between the parties hereto, Contractor shall be and remain liable as if no such transfer or subletting had been made.

ARTICLE 22 - WAIVER OF BREACH

22.2 Any failure by USS at any time, or from time to time, to enforce or require the strict keeping and performance by Contractor of any of the terms or conditions of this Agreement or of any contract executed by the parties and/or Purchase order issued by USS during the term of this Agreement, shall not constitute a waiver by USS, of any such terms or conditions, and shall not affect or impair such terms or conditions in any way, or the right of USS at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.

ARTICLE 23 - MODIFICATION

23.1 No terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon USS unless made in writing and signed by USS. The provisions of this Agreement shall supersede any provisions of any other contract and/or purchase order in direct conflict with language herein.

ARTICLE 24 - AUDIT

24.1 Contractor shall maintain, in accurate and complete order, all books and records associated with work performed pursuant to this agreement. Such original books and records, together with any and all records of entertainment, gifts and/or personal business or other transactions between Contractor and known USS employees, shall be open to inspection by a representative of USS during reasonable business hours during the life of this Agreement and for three (3) years thereafter.

24.2 Contractor shall require of its subcontractor(s) and/or subsupplier(s) agreement whereby subcontractor(s) shall similarly keep and preserve accurate records and permit open inspection by USS, as defined herein.

24.3 By accepting work from USS, Contractor agrees to be bound by, and to carry out, perform and discharge fully and faithfully each and every undertaking, liability and obligation above set forth.

ARTICLE 25 - FORCE MAJEURE

25.1 Other than expressly provided herein, neither party shall be liable for delays in performance caused by Acts of God or the public enemy, shortage of cars, embargoes or delays in transportation, strikes or labor disturbances, compliance with or other action taken to carry out the intent or purpose of any law or administrative regulation having the effect of law now or hereafter enacted, nor shall either party be liable for delays in performance due to any contingency beyond its reasonable control. In the event of any such occurrence, the period for the party's performance affected thereby shall be extended for such period as reasonably required under the circumstances.

ARTICLE 26. ASSIGNMENT

- (a) CONTRACTOR shall not assign in whole or in part any right, obligation, or duty under this Agreement without prior written consent of USS, which consent shall not be unreasonably withheld.
- (b) All notices of assignment and requests for consent, together with an executed and legally binding copy of the instrument of assignment, shall be in writing and submitted to USS not less than sixty (60) days in advance of the effective date of such assignment. Such documents shall be submitted to:

U. S. Steel Group, a Unit of USX Corporation
 K. J. Simmons, Mgr. Purchasing
 Gary Works
 1 North Broadway - MS 91D-22
 Gary, IN 46402

with a copy to:

U. S. Steel Group, a Unit of USX Corporation
 General Counsel
 600 Grant Street
 Pittsburgh, PA 15219-4776

- (c) In case consent to assignment is given, it shall not relieve CONTRACTOR from any of the obligations or duties under this Agreement. Any assignee shall be considered the agent of the CONTRACTOR and any payments forwarded to CONTRACTOR by USS subsequent to an assignment shall be conclusively presumed to be held in trust for assignee's account. In any event, it is expressly agreed that CONTRACTOR shall remain liable to any assignee for all payments by virtue of any such assignments under this Agreement and shall return to and/or reimburse USS for any payments, made in error or otherwise to CONTRACTOR subsequent to assignment, which such obligation shall survive the term of this Agreement.
- (d) Any assignments made not in accordance with the provisions of this paragraph 26, Assignment, shall be considered to be void and of not effect.

ARTICLE 27. NOTICES

- (a) All Notices required by this Agreement shall be in writing and shall be considered to have been validly given when delivered by hand or sent by United States Mail, Postage Prepaid, to the address for the party as follows, by facsimile transmission or any other means of communication reasonably calculated to effectively convey the notice message to the receiving party.

If directed to USS to:

U. S. STEEL GROUP,
 A UNIT of USX Corporation
 K. J. Simmons, Mgr. Purchasing
 Gary Works
 1 North Broadway - MS 91D-22
 Gary, IN 46402

If directed to CONTRACTOR to:
 HYDRO-TECHNICS, INC.
 8900 Louisiana St.
 Merrillville, IN 46383

The parties shall be free to change their address from time to time and any such change shall be effective upon written notice to the other party.

(b) The notices requirements of paragraph 26, Assignment shall be controlling as regards assignments.

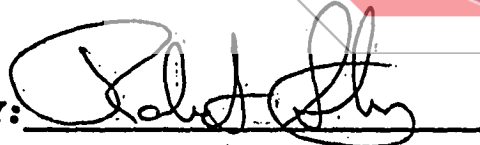
(c) CONTRACTOR shall not, without prior written authorization from USS, publicly disclose any awards made pursuant to the Agreement. Requests for public releases, advertisements, association papers, house organ publications, video presentations and/or other types of disclosure likely to become public information are to be addressed to:

USX Corporation
 Manager - Public Affairs,
 Steel and Diversified Businesses
 600 Grant Street
 Pittsburgh, PA 15219

USX, as a rule, will require a pre-authorization request and will require complete disclosure of "final" product. USX reserves full editorial rights. No authorization will be considered prior to satisfactory installation and operation of equipment, service or facility associated to request and resolution of outstanding commercial issues.

AGREED AND ACCEPTED:
 HYDRO-TECHNICS, INC.

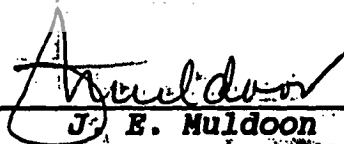
BY:



ROBERT STUMP

AGREED AND ACCEPTED:
 U. S. STEEL GROUP,
 A UNIT OF USX CORPORATION

BY:



J. E. Muldoon
 General Manager-Purchasing

Executed as of the ^{last} date shown herein below:

November 23, 1993

December 7, 1993

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this the 7th day of December, 1993,
before me, the undersigned official, personally appeared
JAMES E. MULDOON who acknowledged himself to be the
GENERAL MANAGER-PURCHASING of U.S. STEEL GROUP, A UNIT OF USX
CORPORATION, a corporation, and that he, as such GENERAL MANAGER
- PURCHASING, being authorized to do so, executed the foregoing
instrument for the purposes therein contained by signing the
name of the corporation by himself as GENERAL MANAGER -
PURCHASING.

In witness whereof, I hereunto set my hand and official
seal.

Rosemarie E. Sawicki
Notary Public



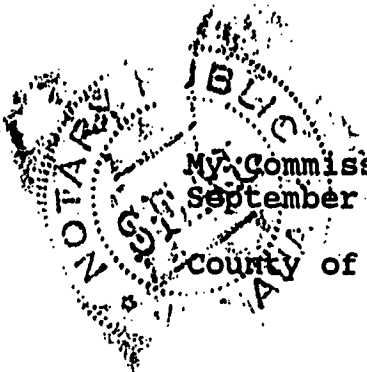
My Commission expires:

Notarial Seal
Rosemarie E. Sawicki, Notary Public.
Pittsburgh, Allegheny County
My Commission Expires Jan 18, 1996.

STATE OF INDIANA)
)
COUNT OF LAKE) SS:

On this the 3rd day of December, 1993, before me, the undersigned notary public, personally appeared ROBERT STUMP, who acknowledged himself to be the President of HYDRO-TECHNICS, INC., a corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

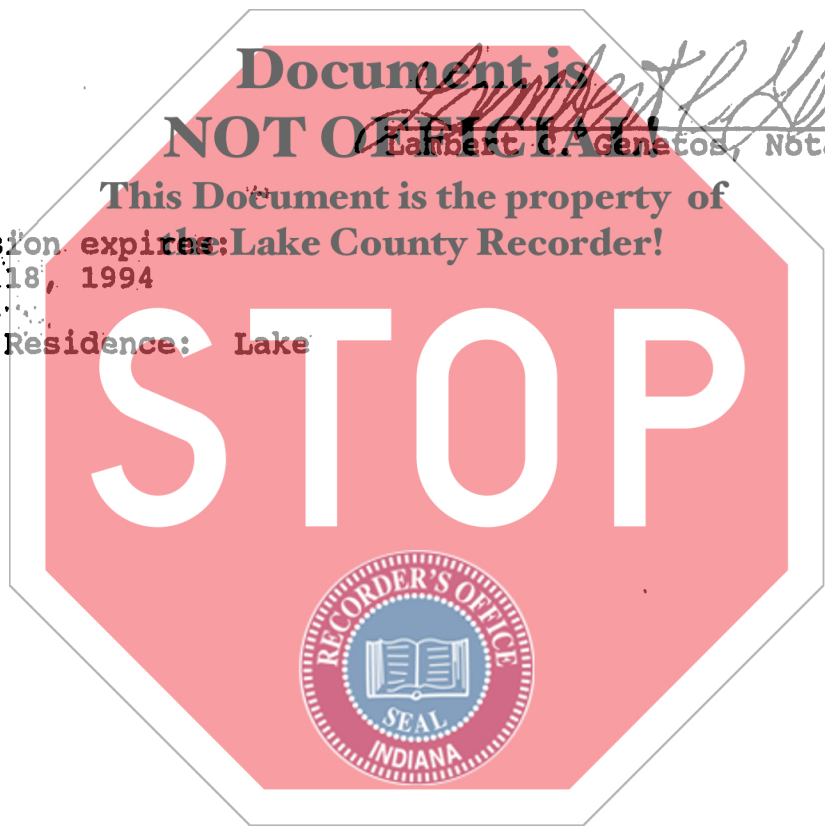
In witness whereof, I hereunto set my hand and official seal.



My Commission expires: September 18, 1994

County of Residence: Lake

15446.



Prepared by
LAMBERT C. GENETOS
ATTORNEY AT LAW
8585 BROADWAY, SUITE 610
MERRILLVILLE, IN 46410

DESCRIPTION: EFFECTIVE DATE: OCTOBER 30, 1990

Real Estate owned by the United States Steel Corporation, a division of USX Corporation, situated at Gary Works in the City of Gary, Lake County, Indiana, described in twelve parts as follows:

PARCEL "A"

A part of the Northwest Quarter of Section 4, Township 36 North, Range 8 West; and a part of the Southeast Quarter of Section 32 and a part of the Southwest Quarter of Section 33, all in Township 37 North, Range 8 West, all in Lake County Indiana, described as follows:

Beginning on the north boundary of Second Avenue (as described in Gary Land Company's Eighth Addition to the City of Gary, Indiana, as recorded in Plat Book 13, page 1, in the Office of the Recorder of Lake County, Indiana) at a point North 89 degrees 55 minutes 45 seconds West 8.85 feet from the projected east boundary of Buchanan Street (as described in said Gary Land Company's Eighth Addition), which point is a southwest corner of land owned by the Indiana East-West Toll Road (by Deed Record 1135, pages 247 to 273, dated December 23, 1959) (a Centerline Survey Map of said Toll Road is recorded in Special Plat Book 30 1/2, pages 1 to 22, in the Office of the Recorder of Lake County, Indiana)); thence North 89 degrees 55 minutes 45 seconds West 48.20 feet along the north boundary of said Second Avenue to a southeast corner of said Toll Road; thence North 0 degrees 04 minutes 15 seconds East 195.57 feet along on east boundary of said Toll Road; thence North 3 degrees 51 minutes 29 seconds West 75.99 feet along said boundary; thence along said boundary Northeasterly 327.05 feet along an arc to the right and having a radius of 891.00 feet and subtended by a long chord having a bearing of North 15 degrees

04 minutes 52 seconds East and a length of 325.22 feet; thence North 25 degrees 35 minutes 48 seconds East 253.70 feet along said boundary; thence along said boundary Northwesterly 488.37 feet along an arc to the left and having a radius of 5,839.58 feet and subtended by a long chord having a bearing of North 83 degrees 38 minutes 14 seconds West and a length of 488.22 feet; thence North 81 degrees 40 minutes 33 seconds West 755.39 feet along said boundary; thence North 62 degrees 31 minutes 25 seconds West 192.42 feet along said boundary; thence North 29 degrees 05 minutes 46 seconds West 330.19 feet along said boundary; thence North 56 degrees 07 minutes 38 seconds West 174.93 feet along said boundary; thence North 27 degrees 05 minutes 27 seconds West 200.00 feet along said boundary; thence South 56 degrees 39 minutes 19 seconds West 186.01 feet along said boundary to a southeastern boundary of land owned by Northern Indiana Public Service Company (by Deed Record 1160, page 361, dated October 24, 1960), hereinafter referred to as NIPSCO; thence North 29 degrees 28 minutes 27 seconds East 478.98 feet along said southeastern boundary of said NIPSCO to the southwestern boundary of said NIPSCO; thence South 64 degrees 24 minutes 15 seconds East 2,063.32 feet along said boundary; thence North 34 degrees 07 minutes 36 seconds East 101.11 feet along said boundary to a southwestern boundary of land owned by the Elgin, Joliet and Eastern Railway Company (by Deed Record 432, page 553, dated June 20, 1928); thence South 64 degrees 24 minutes 15 seconds East 40.00 feet along said southwestern boundary of the Elgin, Joliet and Eastern Railway Company to a northwest corner of land owned by said NIPSCO; thence South 19 degrees 53 minutes 07 seconds West 100.50 feet along a western boundary of said NIPSCO; thence South 64 degrees 24 minutes 15 seconds East 195.86 feet along a southwestern boundary of said NIPSCO to a northwestern boundary of said Toll

Road; thence South 49 degrees 27 minutes 45 seconds West 8.62 feet along said Toll Road boundary; thence along said boundary Northwesterly 197.95 feet along an arc to the left and having a radius of 5,839.58 feet and subtended by a long chord having a bearing of North 79 degrees 36 minutes 24 seconds West and a length of 197.94 feet; thence South 25 degrees 35 minutes 48 seconds West 272.95 feet along said boundary; thence along said boundary Southwesterly 316.05 feet along an arc to the left and having a radius of 826.00 feet and subtended by a long chord having a bearing of South 14 degrees 38 minutes 07 seconds West and a length of 314.13 feet; thence South 10 degrees 20 minutes 14 seconds West 58.83 feet along said boundary; thence South 0 degrees 04 minutes 15 seconds West 195.57 feet along said boundary to the point of beginning and containing 16.167 acres, more or less.

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PARCEL "B"

A part of the Northwest Quarter of Section 4, Township 36 North, Range 8 West, Lake County, Indiana, described as follows:

Beginning on the north boundary of Second Avenue (as described in Gary Land Company's Eighth Addition to the City of Gary, Indiana, as recorded in Plat Book 13, page 1, in the Office of the Recorder of Lake County, Indiana) at a point North 76 degrees 34 minutes 31 seconds East 40.46 feet from the projected east boundary of Buchanan Street (as described in said Gary Land Company's Eighth Addition), which point is a southeast corner of land owned by the Indiana East-West Toll Road ((by Deed Record 1135, pages 247 to 273, dated December 23, 1959) (a Centerline Survey Map of said Toll Road is recorded in Special Plat Book 30 1/2, pages 1 to 22, in the Office of the Recorder of Lake

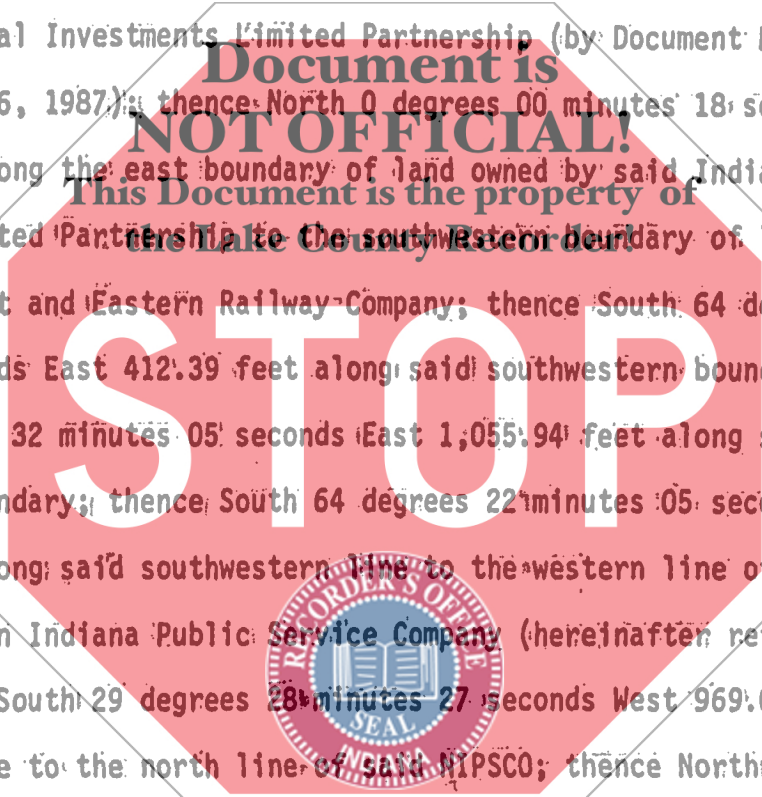
County, Indiana)); thence North 13 degrees 25 minutes 29 seconds West 14.54 feet along an eastern boundary of said Toll Road; thence along said boundary Northwesterly 28.90 feet along an arc to the right and having a radius of 16.00 feet and subtended by a long chord having a bearing of North 51 degrees 40 minutes 28 seconds West and a length of 25.13 feet; thence North 0 degrees 04 minutes 15 seconds East 135.21 feet along said boundary; thence along said boundary Northeasterly 84.16 feet along an arc to the left and having a radius of 283.00 feet and subtended by a long chord having a bearing of North 76 degrees 49 minutes 04 seconds East and a length of 83.85 feet; thence North 68 degrees 17 minutes 54 seconds East 690.96 feet along said boundary; thence along said boundary Southeasterly 258.28 feet along an arc to the right and having a radius of 5,609.58 feet and subtended by a long chord having a bearing of South 73 degrees 12 minutes 23 seconds East and a length of 258.26 feet to the northern boundary of said Second Avenue; thence South 68 degrees 17 minutes 54 seconds West 937.80 feet along said northern boundary; thence South 76 degrees 34 minutes 31 seconds West 78.72 feet along said northern boundary to the point of beginning and containing 3.352 acres, more or less.



A part of the South Half of Section 32, Township 37 North, Range 8 West in Lake County, Indiana, described as follows:

Commencing at the Southwest corner of said Section 32; thence South 87 degrees 50 minutes 31 seconds East 840.74 feet along the south line of said Section 32 to the east line of the land conveyed by the Gary Land Company to American Bridge Company (by Deed Record 167, page 304, dated January 25,

1911); thence North 0 degrees 00 minutes 18 seconds East 343.91 feet along said east line to a north line of land conveyed by the United States Steel Corporation (now a division of the USX Corporation) to the Northern Indiana Public Service Company (by Deed Record 1160, page 361, dated October 24, 1960); thence, South 85 degrees 25 minutes 59 seconds East 401.28 feet along said north line to the point of beginning of this description, which point is a southeast corner of land conveyed by United States Steel Corporation to Indiana Industrial Investments Limited Partnership (by Document No. 955838, dated December 16, 1987); thence North 0 degrees 00 minutes 18 seconds East 1,968.86 feet along the east boundary of land owned by said Indiana Investments Limited Partnership to the southwestern boundary of land owned by the Elgin, Joliet and Eastern Railway Company; thence South 64 degrees 22 minutes 05 seconds East 412.39 feet along said southwestern boundary; thence South 72 degrees 32 minutes 05 seconds East 1,055.94 feet along said southwestern boundary; thence South 64 degrees 22 minutes 05 seconds East 1,756.36 feet along said southwestern line to the western line of said land owned by Northern Indiana Public Service Company (hereinafter referred to as NIPSCO); thence South 29 degrees 28 minutes 27 seconds West 969.02 feet along said western line to the north line of said NIPSCO; thence North 87 degrees 05 minutes 27 seconds West 289.71 feet along said north line to the southeast corner of land conveyed by USX Corporation to American Juice, Inc. (by Document No. 131753 dated October 30, 1990); thence North 2 degrees 54 minutes 33 seconds East 1,058.76 feet along the east line of land owned by said American Juice, Inc.; thence North 64 degrees 20 minutes 21 seconds West 867.50 feet along said line; thence South 2 degrees 54 minutes 33 seconds West 529.25 feet along said line; thence North 87 degrees 05 minutes 27 seconds



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EFFECTIVE DATE: OCTOBER 30, 1990

West 150.00 feet along said line; thence South 2 degrees 54 minutes 33 seconds West 865.00 feet along said line to the north of said NIPSCO; thence North 87 degrees 05 minutes 27 seconds West 1,140.84 feet along said north line of NIPSCO; thence North 85 degrees 25 minutes 59 seconds West 107.88 feet along said north line to the point of beginning and containing 68.644 acres, more or less.

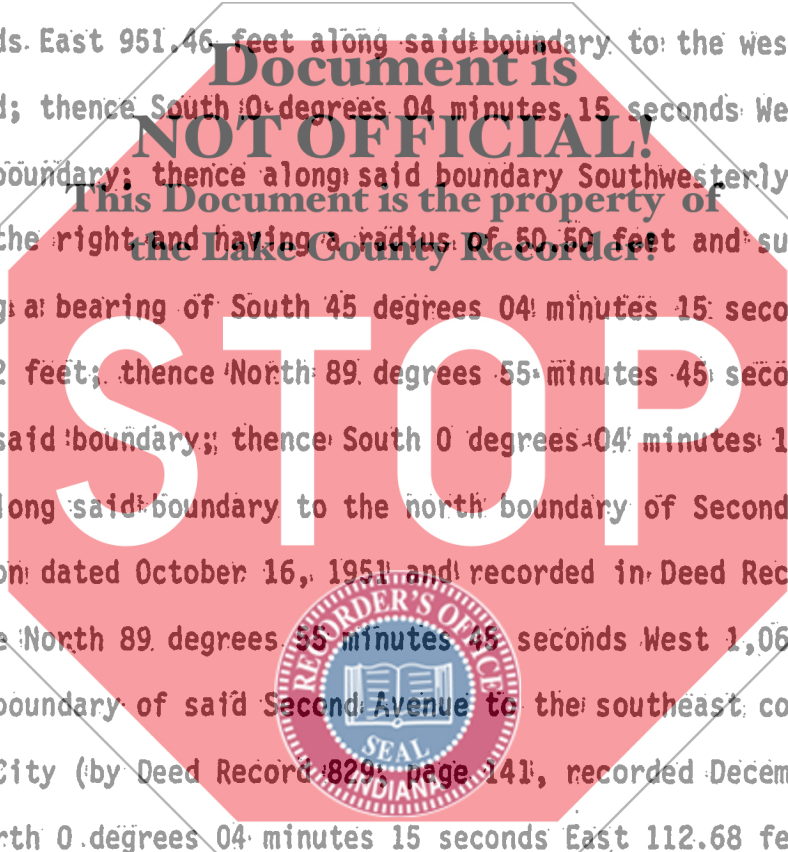


PARCEL "C-2"

A part of the Northwest Quarter of Section 4, and a part of the North Half of Section 5, all in Township 36 North, Range 8 West; and a part of the South Half of Section 32 in Township 37 North, Range 8 West; all in Lake County, Indiana, described as follows:

Beginning on the south line of said Section 32 at a point South 87 degrees 50 minutes 31 seconds East 840.74 feet from the southwest corner of said Section 32, which point lies on the east line of land conveyed by the Gary Land Company to American Bridge Company (by Deed Record 167, page 304, dated January 25, 1911); thence North 00 degrees 00 minutes 18 seconds East 63.83 feet along said east line to the south boundary of land owned by the Indiana East-West Toll Road ((by Deed Record 1135, pages 247 to 273, dated December 23, 1959)) (a Centerline Survey Map of said Toll Road is recorded in Special Plat Book 30 1/2, pages 1 to 22, in the Office of the Recorder of Lake County, Indiana)); thence South 87 degrees 05 minutes 27 seconds East 213.99 feet along said south boundary; thence South 2 degrees 54 minutes 33 seconds West 35.00 feet along said boundary; thence South 82 degrees 19 minutes 20 seconds East 240.58 feet along said boundary; thence South 87 degrees 05 minutes 27 seconds East 1,038.40 feet along said boundary; thence North 2 degrees 54 minutes 33 seconds East 20.00 feet along said boundary; thence South 87 degrees 05 minutes 27 seconds East 400.00 feet along said boundary; thence South 2 degrees 54 minutes 33 seconds West 7.98 feet along said boundary; thence South 85 degrees 29 minutes 51 seconds East 501.76 feet along said boundary; thence along said boundary Southeasterly 385.38 feet along an arc to the right and having a radius of 805.00 feet and subtended by a long

chord having a bearing of South 71 degrees 46 minutes 58 seconds East and a length of 381.71 feet; thence South 58 degrees 04 minutes 06 seconds East 596.69 feet along said boundary; thence along said boundary Southeasterly 147.41 feet along an arc to the left and having a radius of 365.00 feet and subtended by a long chord having a bearing of South 69 degrees 38 minutes 18 seconds East and a length of 146.41 feet; thence South 81 degrees 12 minutes 30 seconds East 680.47 feet along said boundary; thence South 88 degrees 08 minutes 40 seconds East 951.46 feet along said boundary to the west boundary of said Toll Road; thence South 0 degrees 04 minutes 15 seconds West 77.41 feet along said boundary; thence along said boundary Southwesterly 79.33 feet along an arc to the right and having a radius of 50.50 feet and subtended by a long chord having a bearing of South 45 degrees 04 minutes 15 seconds West and a length of 71.42 feet; thence North 89 degrees 55 minutes 45 seconds West 5.00 feet along said boundary; thence South 0 degrees 04 minutes 15 seconds West 9.57 feet along said boundary to the north boundary of Second Avenue (by deed of dedication dated October 16, 1951 and recorded in Deed Record 901, page 130); thence North 89 degrees 55 minutes 45 seconds West 1,063.46 feet along the north boundary of said Second Avenue to the southeast corner of land owned by School City (by Deed Record 829, page 141, recorded December 31, 1948); thence North 0 degrees 04 minutes 15 seconds East 112.68 feet along the east boundary of land owned by said School City; thence North 80 degrees 24 minutes 51 seconds West 648.93 feet along said boundary to the northeast corner of Leslie I. Combs and Sons Fourth Subdivision to the City of Gary, Indiana (as described in Plat Book 28, page 75, in the Office of the Recorder of Lake County, Indiana); thence continuing North 80 degrees 24 minutes 51 seconds West 1,150.61 feet along the northern boundary of said subdivision to



the northwest corner of said subdivision; thence South 0 degrees 04 minutes 15 seconds West 87.65 feet along the west boundary of said subdivision to the northern boundary of First Avenue (as described in the Resubdivision of Gary Land Company's Fifth Subdivision to the City of Gary, Indiana, as recorded in Plat Book 15, page 3, the Office of the Recorder of Lake County, Indiana); thence North 76 degrees 18 minutes 04 seconds West 1,019.94 feet along the northern boundary of said First Avenue; thence North 89 degrees 55 minutes 45 seconds West 803.81 feet along said boundary; thence South 72 degrees 32 minutes 43 seconds West 329.13 feet along said boundary to the east boundary of Bridge Street (as shown in the Resubdivision of Gary Land Company's Sixth Addition to the City of Gary, Indiana, as recorded in Plat Book 44, page 21, in the Office of the Recorder of Lake County, Indiana); thence North 0 degrees 00 minutes 18 seconds East 401.53 feet along the east boundary of said Bridge Street (as described in the deed of dedication dated May 17, 1945 and recorded in Deed Record 725, page 38) to the south line of said Section 32; thence North 87 degrees 50 minutes 31 seconds West 15.00 feet along said south line to the point of beginning and containing 29.269 acres, more or less.

PARCEL "D"

A part of the Northwest Quarter Section 5, and a part of the Northeast Quarter of Section 6, all in Township 36 North, Range 8 West; and a part of the Southeast Quarter of Section 31, and a part of the Southwest Quarter of Section 32, all in Township 37 North, Range 8 West; all in Lake County, Indiana, described as follows:

Beginning on the west line of said Section 32 at a point North 0 degrees 52 minutes 53 seconds East 0.28 feet from the southwest corner of said Section 32, which point of beginning lies on the south boundary of land owned by the Indiana East-West Toll Road ((by Deed Record 1135, pages 247 to 273, dated December 23, 1959) (a Centerline Survey Map of which is recorded in Special Plat Book 30 1/2, pages 1 to 22, in the Office of the Recorder of Lake County, Indiana)); thence South 87 degrees 05 minutes 27 seconds East 415.18 feet along said south boundary to the northwestern boundary of land owned by Leslie I. Combs, Et. Ux. (by Deed Record 736, page 605, dated October 19, 1945), which point is South 26 degrees 38 minutes 30 seconds West 6.89 feet from the south line of said Section 32; thence South 28 degrees 36 minutes 11 seconds West 408.70 feet along said northwestern boundary; thence South 39 degrees 42 minutes 06 seconds West 500.00 feet along said boundary; thence South 56 degrees 09 minutes 36 seconds West 272.00 feet along said boundary; thence South 67 degrees 10 minutes 06 seconds West 210.00 feet along said boundary; thence South 89 degrees 19 minutes 06 seconds West 380.00 feet along said boundary; thence North 73 degrees 39 minutes 54 seconds West 214.50 feet along said boundary; thence North 63 degrees 10 minutes 54 seconds West 190.00 feet along said boundary; thence North 51 degrees 44 minutes 54 seconds West 200.00 feet along said boundary; thence North 37 degrees 42 minutes 54 seconds West 230.00 feet along said boundary; thence North 3 degrees 52 minutes 54 seconds West 185.00 feet along said boundary; thence North 15 degrees 46 minutes 06 seconds East 430.00 feet along said boundary to the north line of said Section 6, which is the south boundary of land owned by said Toll Road; thence South 88 degrees 10 minutes 24 seconds East 158.30 feet along said north line of Section 6 (which line is the south boundary of said Toll Road), to an east

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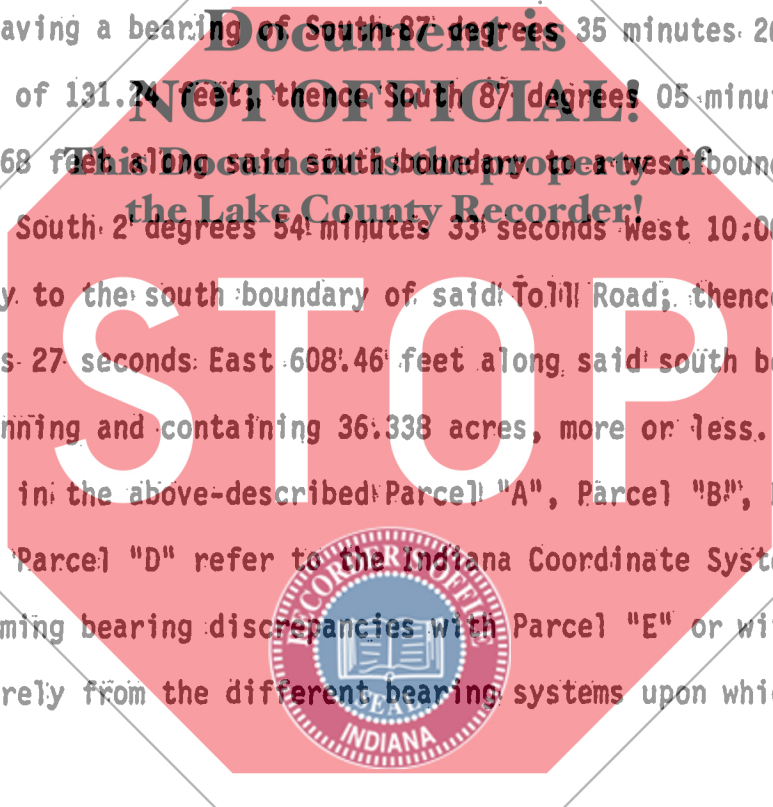
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boundary of said Toll Road; thence North 0 degrees 58 minutes 06 seconds East 19.86 feet along said east boundary to the south boundary of said Toll Road; thence along said south boundary Southeasterly 289.57 feet along an arc to the right and having a radius of 5,609.58 feet and subtended by a long chord having a bearing of South 89 degrees 34 minutes 11 seconds East and a length of 289.55 feet; thence along said south boundary Southeasterly 131.24 feet along an arc to the right and having a radius of 7,519.39 feet and subtended by a long chord having a bearing of South 87 degrees 35 minutes 26 seconds East and a length of 131.24 feet; thence South 87 degrees 05 minutes 27 seconds East 282.68 feet along said south boundary to a point of beginning of said Toll Road; thence South 2 degrees 54 minutes 33 seconds West 10:00 feet along said west boundary to the south boundary of said Toll Road; thence South 87 degrees 05 minutes 27 seconds East 608.46 feet along said south boundary to the point of beginning and containing 36.338 acres, more or less.

All bearings in the above-described Parcel "A", Parcel "B", Parcel "C-1", Parcel "C-2", and Parcel "D" refer to the Indiana Coordinate System, West Zone, and any seeming bearing discrepancies with Parcel "E" or with the Deed Records result merely from the different bearing systems upon which they are based.



PARCEL "E"

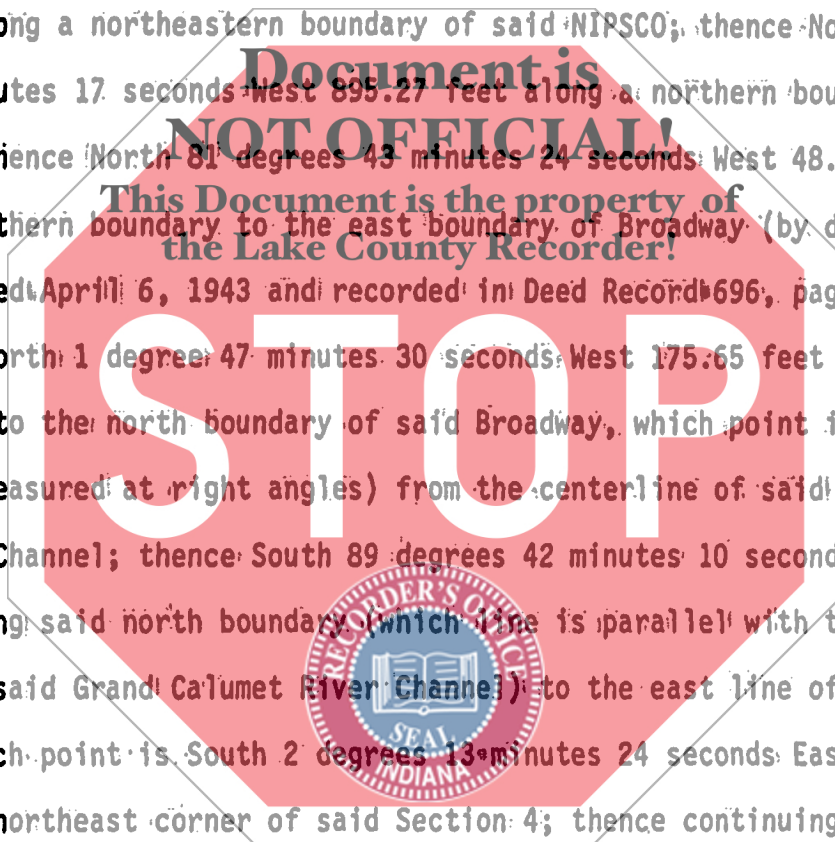
MAIN PARCEL OF LAND OWNED BY USS, A DIVISION OF USX CORPORATION
 GARY WORKS IN THE CITY OF GARY, INDIANA

A part of the Southwest Quarter of Fractional Section 31, Township 37 North, Range 7 West; a part of the Northwest Quarter of Section 2, a part of the North Half of Section 3, and a part of the Northeast Quarter of Section 4, all in Township 36 North, Range 8 West; a part of Fractional Section 25, a part of Fractional Section 26, a part of Fractional Section 27, a part of Fractional Section 28, a part of Fractional Section 29, a part of Fractional Section 30, a part of the Northeast Quarter of Section 31, a part of the North Half of Section 32, a part of Section 33, a part of Section 34, a part of Section 35 and a part of Fractional Section 36, all in Township 37 North, Range 8 West; and a part of the East Half of Fractional Section 25, Township 37 North, Range 9 West; all in Lake County, Indiana, described as follows:

Beginning on the east line of said Fractional Section 36, Township 37 North, Range 8 West, at a point North 1 degree 43 minutes 10 seconds West 148.30 feet from the southeast corner of said Fractional Section 36, which point lies on a north boundary of land owned by the Elgin, Joliet and Eastern Railway Company (by Deed Record 432, page 553, dated June 30, 1928) (hereinafter referred to as the E., J. & E. Rwy. Co.); thence North 89 degrees 57 minutes 33 seconds West 990.36 feet along said north boundary; thence North 1 degree 43 minutes 10 seconds West 50.02 feet along an east boundary of said E., J. & E. Rwy. Co.; thence North 89 degrees 56 minutes 59 seconds West 4,277.66 feet along a north boundary of said E., J. & E. Rwy. Co. to the east

line of said Section 35, which point is North 1 degree 58 minutes 51 seconds West 172.02 feet from the southeast corner of said Section 35; thence continuing North 89 degrees 56 minutes 59 seconds West 1,490.00 feet along a north boundary of said E., J. & E. Rwy. Co.; thence South 1 degree 46 minutes 07 seconds East 50.02 feet along a west boundary of said E., J. & E. Rwy. Co.; thence North 89 degrees 59 minutes 26 seconds West 1,357.88 feet along a north boundary of said E., J. & E. Rwy. Co.; thence along said northern boundary Southwesterly 1,710.90 feet along an arc to the left and having a radius of 11,509.20 feet and subtended by a long chord having a bearing of South 85 degrees 45 minutes 03 seconds West and a length of 1,709.32 feet; thence South 81 degrees 29 minutes 32 seconds West 4,072.19 feet along said northern boundary to the east boundary of Virginia Street (by deed of dedication dated April 6, 1943 and recorded in Deed Record 696, pages 489 to 499); thence North 1 degree 48 minutes 23 seconds West 288.40 feet along the east boundary of said Virginia Street to the north boundary of said Virginia Street, which point is Southerly 125.00 feet (measured at right angles) from the centerline of the Grand Calumet River Channel; thence South 89 degrees 40 minutes 32 seconds West 60.02 feet along said north boundary (which line is parallel with the centerline of said Grand Calumet River Channel) to the west boundary of said Virginia Street; thence South 1 degree 48 minutes 23 seconds East 196.34 feet along said west boundary to a point which is Northwesterly 100.00 feet (measured at right angles) from a northern boundary of said E., J. & E. Rwy. Co.; thence South 9 degrees 10 minutes 42 seconds West 104.96 feet along the western boundary of said Virginia Street to a northern boundary of said E., J. & E. Rwy. Co., which point is Westerly 80.00 feet (measured at right angles) from the east boundary of said Virginia Street; thence South 81 degrees 29

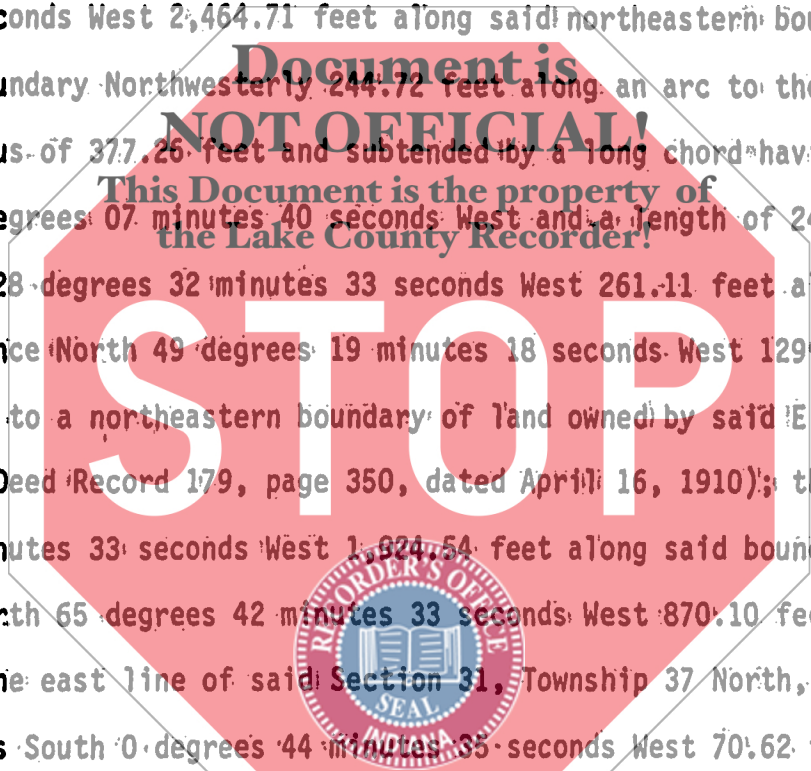
minutes 32 seconds West 127.80 feet along said northern boundary; thence along said northern boundary Southwesterly 733.68 feet along an arc to the right and having a radius of 6,309.19 feet and subtended by a long chord having a bearing of South 84 degrees 49 minutes 25 seconds West and a length of 733.27 feet to a southeast corner of land owned by Northern Indiana Public Service Company (by Deed Record 1160, page 361, dated October 24, 1960) (hereinafter referred to as NIPSCO); thence North 46 degrees 10 minutes 55 seconds West 195.53 feet along a northeastern boundary of said NIPSCO; thence North 86 degrees 25 minutes 17 seconds West 895.27 feet along a northern boundary of said NIPSCO; thence North 81 degrees 43 minutes 24 seconds West 48.25 feet along said northern boundary to the east boundary of Broadway (by deed of dedication dated April 6, 1943 and recorded in Deed Record 696, pages 489-499); thence North 1 degree 47 minutes 30 seconds West 175.65 feet along said east boundary to the north boundary of said Broadway, which point is Southerly 125.00 feet (measured at right angles) from the centerline of said Grand Calumet River Channel; thence South 89 degrees 42 minutes 10 seconds West 99.89 feet along said north boundary (which line is parallel with the centerline of said Grand Calumet River Channel) to the east line of said Section 4, which point is South 2 degrees 13 minutes 24 seconds East 367.97 feet from the northeast corner of said Section 4; thence continuing South 89 degrees 42 minutes 10 seconds West 0.15 feet along said north boundary to the west boundary of said Broadway; thence South 1 degree 47 minutes 30 seconds East 160.79 feet along said west boundary to a northeast corner of land owned by said NIPSCO; thence North 81 degrees 43 minutes 24 seconds West 577.86 feet along a northern boundary of said NIPSCO; thence North 1 degree 38 minutes 02 seconds West 86.07 feet along an east boundary of said NIPSCO; thence South 88



degrees 36 minutes 27 seconds West 357.50 feet along a north boundary of said NIPSCO; thence North 75 degrees 21 minutes 13 seconds West 544.04 feet along said boundary; thence North 72 degrees 30 minutes 50 seconds West 697.98 feet along said boundary; thence North 68 degrees 06 minutes 00 seconds West 648.89 feet along said boundary; thence North 63 degrees 40 minutes 46 seconds West 926.15 feet along said boundary; thence South 47 degrees 51 minutes 15 seconds West 173.59 feet along said boundary to a northeastern boundary of land owned by said E., J. & E. Rwy. Co.; thence North 65 degrees 51 minutes 19 seconds West 178.47 feet along said northeastern boundary to a point which is North 01 degrees 37 minutes 51 seconds West 573.88 feet from the south line of said Section 33; thence North 01 degrees 37 minutes 51 seconds West 2,247.72 feet along an east boundary of said E., J. & E. Rwy. Co. (by Deed Record 179, page 350, dated April 16, 1910) to a northeast corner of said E., J. & E. Rwy. Co.; thence South 7 degrees 05 minutes 13 seconds West 139.30 feet along a western boundary of said E., J. & E. Rwy. Co.; thence along a northwestern boundary of said E., J. & E. Rwy. Co. Southwesterly 518.41 feet along an arc to the right and having a radius of 414.26 feet and subtended by a long chord having a bearing of South 42 degrees 59 minutes 13 seconds West and a length of 485.24 feet; thence South 78 degrees 50 minutes 13 seconds West 24.90 feet along said boundary; thence along said boundary Northwesterly 283.22 feet along an arc to the right and having a radius of 457.75 feet and subtended by a long chord having a bearing of North 83 degrees 26 minutes 17 seconds West and a length of 278.72 feet; thence North 65 degrees 42 minutes 47 seconds West 194.00 feet along said boundary; thence North 56 degrees 11 minutes 17 seconds West 185.80 feet along said boundary; thence along said boundary Northwesterly 33.420 feet along an arc to the right and having a radius of 1,247.09 feet and subtended



by a long chord having a bearing of North 42 degrees 03 minutes 35 seconds West and a length of 33.419 feet to a northeastern boundary of land owned by said E., J. & E. Rwy. Co. (by Document Number 371422, recorded September 23, 1976); thence North 65 degrees 42 minutes 47 seconds West 233.26 feet along said boundary to the east line of said Section 32, at a point North 02 degree 14 minutes 46 seconds West 5.30 feet from the southeast corner of the northeast quarter of said Section 32; thence continuing North 65 degrees 42 minutes 47 seconds West 2,464.71 feet along said northeastern boundary; thence along said boundary Northwesterly 244.72 feet along an arc to the right and having a radius of 377.26 feet and subtended by a long chord having a bearing of North 47 degrees 07 minutes 40 seconds West and a length of 240.45 feet; thence North 28 degrees 32 minutes 33 seconds West 261.11 feet along said boundary; thence North 49 degrees 19 minutes 18 seconds West 129.83 feet along said boundary to a northeastern boundary of land owned by said E., J. & E. Rwy. Co. (by Deed Record 179, page 350, dated April 16, 1910); thence North 65 degrees 42 minutes 33 seconds West 1,924.54 feet along said boundary; thence continuing North 65 degrees 42 minutes 33 seconds West 870.10 feet along said boundary to the east line of said Section 31, Township 37 North, Range 8 West, which point is South 0 degrees 44 minutes 35 seconds West 70.62 feet from the northeast corner of said Section 31; thence continuing North 65 degrees 42 minutes 33 seconds West 79.59 feet along said boundary; thence North 75 degrees 48 minutes 42 seconds West 158.86 feet along said boundary to the north line of said Section 31, which point is North 89 degrees 43 minutes 48 seconds West 225.64 feet from said northeast corner of Section 31; thence continuing North 75 degrees 48 minutes 42 seconds West 2,032.12 feet along said boundary; thence along said boundary Southwesterly 758.28 feet along an



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EFFECTIVE DATE: OCTOBER 30, 1990

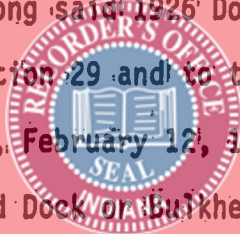
arc to the left and having a radius of 1,155.65 feet and subtended by a long chord having a bearing of South 85-degrees 23 minutes 28 seconds West and a length of 744.75 feet; thence South 66 degrees 35 minutes 38 seconds West 55.20 feet along said boundary; thence along said boundary Southwesterly 764.68 feet along an arc to the right and having a radius of 1,064.71 feet and subtended by a long chord having a bearing of South 87 degrees 10 minutes 08 seconds West and a length of 748.35 feet; thence along said boundary Northwesterly 874.24 feet along an arc to the left and having a radius of 5,779.65 feet and subtended by a long chord having a bearing of North 61 degrees 21 minutes 22 seconds West and a length of 873.41 feet; thence North 65 degrees 41 minutes 22 seconds West 900.91 feet along said boundary to the east line of said Fractional Section 25, Township 37 North, Range 9 West, which point is North 1 degree 37 minutes 22 seconds West 1,162.72 feet from the southeast corner of said Fractional Section 25; thence North 1 degree 37 minutes 22 seconds West 177.85 feet along the east line of said Fractional Section 25 to a northeast corner of aforesaid NIPSCO's land; thence North 65 degrees 41 minutes 22 seconds West 1,277.17 feet along a northeastern boundary of said NIPSCO; thence North 61 degrees 41 minutes 07 seconds West 766.00 feet along said boundary; thence North 41 degrees 54 minutes 47 seconds West 671.56 feet along said boundary to the southeast corner of land owned by Union Carbide (Linde Air Division) (by Deed Record 1311, page 150, dated January 26, 1966, and by Deed Record 1355, page 215, dated September 11, 1967); thence North 34 degrees 37 minutes 23 seconds East 691.59 feet along the southeastern boundary of said Union Carbide to the northeast corner of said Union Carbide's land; thence North 55 degrees 22 minutes 37 seconds West 772.51 feet along the northeastern boundary of said Union Carbide to a southeastern boundary of said

NIPSCO's land (by Deed Record 1287, page 93, dated February 22, 1965); thence North 34 degrees 37 minutes 23 seconds East 1,823.19 feet along said southeastern boundary to the Dock or Bulkhead Line established by the Secretary of War October 13, 1939 (as shown in a Plat of Survey of land filled in between said Dock or Bulkhead Line and the Shore Line of Lake Michigan, in the Office of the Surveyor of Lake County, Indiana); thence South 70 degrees 20 minutes 13 seconds East 1,484.27 feet along said 1939 Dock or Bulkhead Line to said east line of Fractional Section 25; thence continuing South 70 degrees 20 minutes 13 seconds East 5,744.40 feet along said 1939 Dock or Bulkhead Line to the east line of said Fractional Section 30; thence continuing South 70 degrees 20 minutes 13 seconds East 721.68 feet along said 1939 Dock or Bulkhead Line to the Dock or Bulkhead Line established by the Secretary of War, March 18, 1926 (as shown in a Plat of Survey of land filled in between said Dock or Bulkhead Line and the Shore Line of Lake Michigan, in the Office of the Surveyor of Lake County, Indiana); thence South 76 degrees 05 minutes 35 seconds East 4,497.02 feet along said 1926 Dock or Bulkhead Line to the east line of said Fractional Section 29 and to the Dock or Bulkhead Line as approved by the Secretary of War, February 12, 1908 (as shown on a Plat of Survey of land lying between said Dock or Bulkhead Line and the Shore Line of Lake Michigan, in the Office of the Surveyor of Lake County, Indiana); thence South 83 degrees 53 minutes 12 seconds East 8,557.67 feet along said 1908 Dock or Bulkhead Line; thence North 90 degrees 00 minutes 00 seconds East 250.00 feet along said 1908 Dock or Bulkhead Line to the Dock or Bulkhead Line as authorized by the Secretary of the Army, March 12, 1956 (as shown on a Plat of Survey of land lying between said Dock or Bulkhead Line and the Shore Line of Lake Michigan, in the Office of the Surveyor of Lake County, Indiana);

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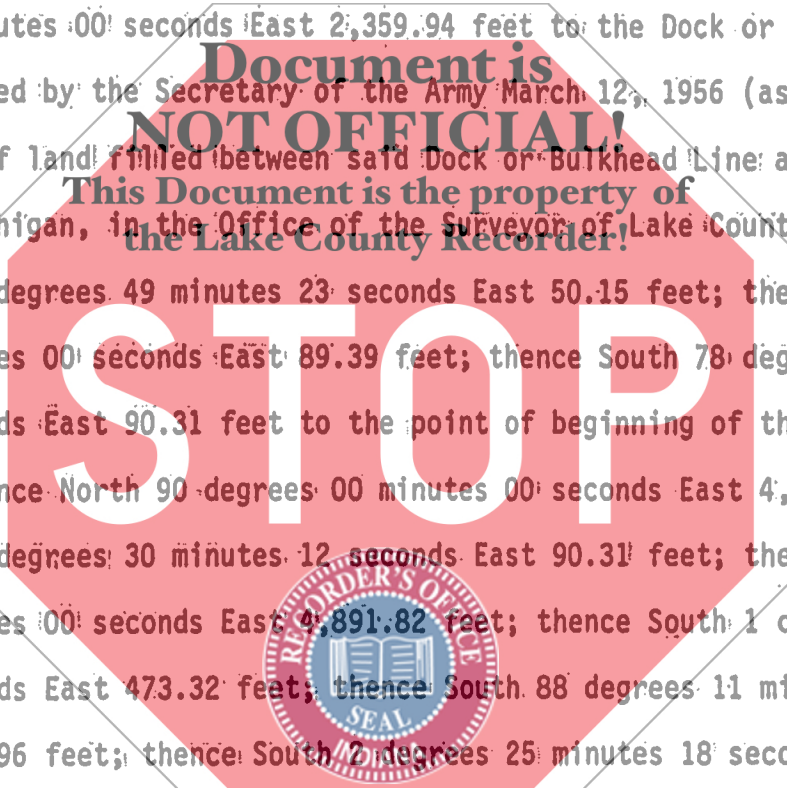
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thence continuing North 90 degrees 00 minutes 00 seconds East 9,676.85 feet along said 1956 Dock or Bulkhead Line to the east line of the west half of said Fractional Section 36, prolonged; thence South 1 degree 50 minutes 30 seconds East 1,439.68 feet along said east line to a northwest corner of the land owned by the United States of America (by Document Number 617813, dated March 17, 1980, hereinafter referred to as USA), which point is a southwest corner of Lake Michigan; thence continuing South 1 degree 50 minutes 30 seconds East 432.15 feet along said east line of the west half of Fractional Section 36 to a point which is Northerly 550.81 feet (measured along said east line of the west half of Fractional Section 36) from the Indian Boundary Line; thence North 88 degrees 46 minutes 45 seconds East 1,400.62 feet along a south boundary of land owned by said USA (which line is parallel with said Indian Boundary Line); thence South 1 degree 50 minutes 30 seconds East 550.81 feet along a west boundary of land owned by said USA to said Indian Boundary Line; thence North 88 degrees 46 minutes 45 seconds East 1,239.53 feet along said Indian Boundary Line (which line is a south boundary of land owned by said USA) to the east line of said Fractional Section 36; thence South 1 degree 43 minutes 10 seconds East 2,976.17 feet along said east line of Fractional Section 36 (which line is a west boundary of land owned by said USA) to a south boundary of land owned by said USA; thence South 89 degrees 55 minutes 33 seconds East 100.00 feet along said south boundary to a west boundary of land owned by said USA; thence South 1 degree 43 minutes 10 seconds East 50.00 feet along said west boundary to a north boundary of land owned by said USA; thence North 89 degrees 55 minutes 33 seconds West 100.00 feet along said north boundary to the west boundary of land owned by said USA (which boundary is said east line of Fractional Section 36); thence South 1 degree 43 minutes

10 seconds East 493.51 feet along said east line of Fractional Section 36 to the point of beginning, EXCEPTING THEREFROM, the real estate described in three parts as follows:

Commencing at the southeast corner of said Section 34; thence North 89 degrees 55 minutes 07 seconds West 940.52 feet along the south line of said Section 34; thence North 0 degrees 00 minutes 00 seconds East 3,594.41 feet; thence North 90 degrees 00 minutes 00 seconds West 1,000.00 feet; thence North 0 degrees 00 minutes 00 seconds East 2,359.94 feet to the Dock or Bulkhead Line as authorized by the Secretary of the Army March 12, 1956 (as shown on a Plat of Survey of Land filled between said Dock or Bulkhead Line and the Shore Line of Lake Michigan, in the Office of the Surveyor of Lake County, Indiana); thence South 51 degrees 49 minutes 23 seconds East 50.15 feet; thence North 90 degrees 00 minutes 00 seconds East 89.39 feet; thence South 78 degrees 30 minutes 12 seconds East 90.31 feet to the point of beginning of this description; thence North 90 degrees 00 minutes 00 seconds East 4,446.15 feet; thence North 78 degrees 30 minutes 12 seconds East 90.31 feet; thence North 90 degrees 00 minutes 00 seconds East 4,891.82 feet; thence South 1 degree 48 minutes 38 seconds East 473.32 feet; thence South 88 degrees 11 minutes 41 seconds West 19.96 feet; thence South 2 degrees 25 minutes 18 seconds West 826.56 feet; thence South 66 degrees 00 minutes 00 seconds West 875.00 feet; thence North 23 degrees 30 minutes 00 seconds East 938.00 feet; thence North 04 degrees 38 minutes 00 seconds East 400.00 feet; thence North 62 degrees 00 minutes 00 seconds West 460.00 feet; thence North 87 degrees 10 minutes 00 seconds West 1100.00 feet; thence South 73 degrees 15 minutes 10 seconds West 407.66 feet; thence South 17 degrees 50 minutes 00 seconds West 1035.00 feet; thence South 31 degrees 35 minutes 00 seconds East 160.00 feet; thence South



12 degrees 00 minutes 00 seconds West 470.00 feet; thence North 66 degrees 24 minutes 02 seconds West 230.55 feet; thence North 87 degrees 26 minutes 00 seconds West 1,226.10 feet; thence North 71 degrees 25 minutes 26 seconds West 200.07 feet; thence North 26 degrees 12 minutes 52 seconds West 384.54 feet; thence North 2 degrees 53 minutes 19 seconds West 201.12 feet; thence North 15 degrees 44 minutes 59 seconds West 770.06 feet; thence North 1 degree 38 minutes 16 seconds West 286.11 feet; thence South 86 degrees 45 minutes 45 seconds West 38.00 feet; thence South 0 degrees 40 minutes 25 seconds West 691.08 feet; thence South 80 degrees 40 minutes 00 seconds West 515.00 feet; thence South 89 degrees 25 minutes 00 seconds West 720.00 feet; thence South 14 degrees 00 minutes 00 seconds West 535.00 feet; thence North 80 degrees 15 minutes 00 seconds West 1010.00 feet; thence North 15 degrees 23 minutes 48 seconds West 315.42 feet; thence North 54 degrees 08 minutes 03 seconds West 73.05 feet; thence South 70 degrees 29 minutes 26 seconds West 128.16 feet; thence South 8 degrees 17 minutes 37 seconds West 346.62 feet; thence South 51 degrees 39 minutes 33 seconds West 340.25 feet; thence North 85 degrees 54 minutes 52 seconds West 421.07 feet; thence North 69 degrees 23 minutes 03 seconds West 448.74 feet; thence North 13 degrees 48 minutes 15 seconds East 419.10 feet; thence North 5 degrees 20 minutes 21 seconds East 537.33 feet; thence North 84 degrees 54 minutes 02 seconds West 1,237.59 feet; thence North 0 degrees 00 minutes 00 seconds East 41.00 feet to the point of beginning.

Also, commencing at the southeast corner of said Fractional Section 25, Township 37 North, Range 9 West; thence North 1 degree 37 minutes 22 seconds West 1,162.72 feet along the east line of said Fractional Section 25; thence continuing North 1 degree 37 minutes 22 seconds West 177.85 feet along the east line of said Fractional Section 25 to a northeast corner of aforesaid

NIPSCO's land; thence North 65 degrees 41 minutes 22 seconds West 1,277.17 feet along a northeastern boundary of said NIPSCO; thence North 61 degrees 41 minutes 07 seconds West 766.00 feet along said boundary; thence North 41 degrees 54 minutes 47 seconds West 671.56 feet along said boundary to the southeast corner of land owned by Union Carbide (Linde Air Division); (by Deed Record 1311, page 150, dated January 26, 1966, and by Deed Record 1355, page 215, dated September 11, 1967); thence North 34 degrees 37 minutes 23 seconds East 691.59 feet along the southeastern boundary of said Union Carbide to the northeast corner of said Union Carbide's land; thence North 55 degrees 22 minutes 37 seconds West 772.51 feet along the northeastern boundary of said Union Carbide to a southeastern boundary of said NIPSCO's land (by Deed Record 1287, page 93, dated February 22, 1965); thence North 34 degrees 37 minutes 23 seconds East 351.92 feet along said southeastern boundary to the point of beginning of this description; thence North 34 degrees 37 minutes 23 seconds East 502.65 feet along said southeastern boundary; thence South 62 degrees 38 minutes 37 seconds East 18.48 feet; thence South 75 degrees 19 minutes 37 seconds East 235.00 feet; thence South 75 degrees 27 minutes 37 seconds East 701.00 feet; thence South 76 degrees 59 minutes 37 seconds East 623.00 feet; thence South 77 degrees 06 minutes 37 seconds East 555.00 feet; thence South 64 degrees 19 minutes 07 seconds West 107.92 feet; thence South 76 degrees 49 minutes 00 seconds West 184.01 feet; thence South 77 degrees 02 minutes 56 seconds West 200.02 feet; thence South 78 degrees 29 minutes 05 seconds West 200.16 feet; thence South 59 degrees 29 minutes 38 seconds West 208.81 feet; thence South 69 degrees 03 minutes 54 seconds West 201.56 feet; thence South 87 degrees 41 minutes 30 seconds West 119.20 feet; thence North 70 degrees 48 minutes 15 seconds West 200.12 feet; thence North 69 degrees 56

minutes 44 seconds West 200.05 feet; thence North 68 degrees 13 minutes 37 seconds West 200.01 feet; thence North 67 degrees 56 minutes 15 seconds West 200.02 feet; thence North 69 degrees 22 minutes 26 seconds West 200.01 feet; thence North 70 degrees 48 minutes 08 seconds West 200.13 feet; thence North 68 degrees 13 minutes 37 seconds West 82.88 feet to the point of beginning;

Also; commencing at the southeast corner of said Fractional Section 25, Township 37 North, Range 9 West; thence North 1 degree 37 minutes 22 seconds West 1,162.72 feet along the east line of said Fractional Section 25; thence continuing North 1 degree 37 minutes 22 seconds West 177.85 feet along the east line of said Fractional Section 25 to a northeast corner of aforesaid NIPSCO's land; thence North 65 degrees 41 minutes 22 seconds West 1,277.17 feet along a northeastern boundary of said NIPSCO; thence North 61 degrees 41 minutes 07 seconds West 766.00 feet along said boundary; thence North 41 degrees 54 minutes 47 seconds West 671.56 feet along said boundary to the southeast corner of land owned by Union Carbide (Linde Air Division); (by Deed Record 1311, page 150, dated January 26, 1966, and by Deed Record 1355, page 215, dated September 11, 1967); thence North 34 degrees 37 minutes 23 seconds East 691.59 feet along the southeastern boundary of said Union Carbide to the northeast corner of said Union Carbide's land; thence North 55 degrees 22 minutes 37 seconds West 772.51 feet along the northeastern boundary of said Union Carbide to a southeastern boundary of said NIPSCO's land (by Deed Record 1287, page 93, dated February 22, 1965); thence North 34 degrees 37 minutes 23 seconds East 1,789.06 feet along said southeastern boundary to a point which is South 34 degrees 37 minutes 23 seconds West 34.13 feet from the Dock or Bulkhead Line established by the Secretary of War October 13, 1939 (as shown in a Plat of Survey of land filled in between said Dock or Bulkhead Line

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and the Shoreline of Lake Michigan, in the Office of the Surveyor of Lake County, Indiana); thence South 70 degrees 20 minutes 13 seconds East 1,472.89 feet parallel with said Dock or Bulkhead line to the point of beginning of this description; thence South 2 degrees 20 minutes 22 seconds East 166.108 feet; thence South 43 degrees 03 minutes 32 seconds East 424.77 feet; thence South 17 degrees 07 minutes 52 seconds West 92.76 feet; thence North 29 degrees 50 minutes 44 seconds West 211.51 feet; thence North 65 degrees 16 minutes 29 seconds West 156.54 feet; thence North 19 degrees 38 minutes 30 seconds West 100.25 feet; thence North 58 degrees 42 minutes 26 seconds West 349.83 feet; thence North 12 degrees 02 minutes 24 seconds West 29.15 feet; thence North 65 degrees 53 minutes 42 seconds East 120.51 feet; thence South 77 degrees 51 minutes 35 seconds East 161.17 feet; thence North 75 degrees 16 minutes 29 seconds East 145.21 feet to the point of beginning.

Containing after said three exceptions 3,558.984 acres, more or less.

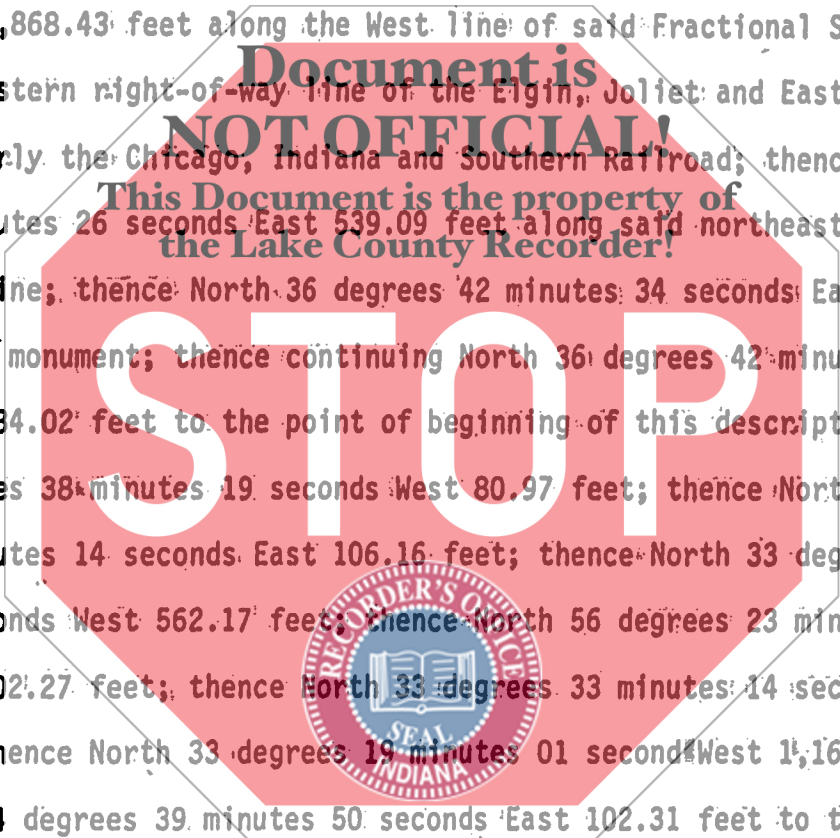
(Note: The above-described EXCEPTIONS are submerged lands to be filled in and improved, as stated and further described in Land patents applied for by and between USS, a division of USX Corporation, and the State of Indiana.

All bearings in the above-described parcel are based on the bearing system for said plats of survey of said Dock or Bulkhead Lines and found Section corners along with other field evidence, and any seeming bearing discrepancies with the Deed Records result merely from the bearing systems upon which they are based.

PARCEL "G-1"

A part of the North Half of Fractional Section 25 and part of the South Half of Fractional Section 24, all in Township 37 North, Range 9 West, in Lake County, Indiana, described as follows:

Commencing at a rail monument at the Southwest Corner of the Northwest Quarter of said Fractional Section 25, thence North 0 degrees 03 minutes 26 seconds West 1,868.43 feet along the West line of said Fractional Section 25 to the northeastern right-of-way line of the Elgin, Joliet and Eastern Railway Company, formerly the Chicago, Indiana and Southern Railroad; thence South 53 degrees 17 minutes 26 seconds East 539.09 feet along said northeastern right-of-way line; thence North 36 degrees 42 minutes 34 seconds East 85.00 feet to a rail monument; thence continuing North 36 degrees 42 minutes 34 seconds East 984.02 feet to the point of beginning of this description; thence North 68 degrees 38 minutes 19 seconds West 80.97 feet; thence North 36 degrees 17 minutes 14 seconds East 106.16 feet; thence North 33 degrees 59 minutes 06 seconds West 562.17 feet; thence North 56 degrees 23 minutes 29 seconds East 402.27 feet; thence North 33 degrees 33 minutes 14 seconds East 198.96 feet; thence North 33 degrees 19 minutes 01 second West 1,160.29 feet; thence North 64 degrees 39 minutes 50 seconds East 102.31 feet to the water's edge; thence South 33 degrees 29 minutes 11 seconds East 399.44 feet along the water's edge; thence South 61 degrees 30 minutes 08 seconds East 42.49 feet along the water's edge; thence North 82 degrees 05 minutes 05 seconds East 357.70 feet along the water's edge; thence South 72 degrees 45 minutes 30 seconds East 242.43 feet along the water's edge; thence South 54 degrees 43 minutes 04 seconds East 626.58 feet along the water's edge; thence South 36



degrees 42 minutes 34 seconds West 1,553.13 feet to the point of beginning and containing 24.276 acres, more or less.

PARCEL "G-2"

A part of the South Half of Fractional Section 24, Township 37 North, Range 9 West, in Lake County, Indiana, described as follows:

Commencing at a rail monument at the Southwest corner of Northwest Quarter of Fractional Section 25, Township 37 North, Range 9 West; thence North 0 degrees 03 minutes 26 seconds West 1,868.43 feet along the west line of said Fractional Section 25 to the northeastern right-of-way line of the Elgin, Joliet and Eastern Railway Company, formerly the Chicago, Indiana and Southern Railroad; thence South 53 degrees 17 minutes 26 seconds East 539.09 feet along said northeastern right-of-way line; thence North 36 degrees 42 minutes 34 seconds East 85.00 feet to a rail monument; thence continuing North 36 degrees 42 minutes 34 seconds East 984.02 feet; thence North 68 degrees 38 minutes 19 seconds West 80.97 feet; thence North 30 degrees 34 minutes 41 seconds East 755.30 feet; thence North 33 degrees 19 minutes 01 second West 974.99 feet; thence South 56 degrees 40 minutes 59 seconds West 57.00 feet to the point of beginning of this description; thence South 56 degrees 36 minutes 37 seconds West 31.99 feet; thence South 56 degrees 30 minutes 34 seconds West 137.64 feet; thence North 61 degrees 16 minutes 07 seconds West 63.63 feet; thence South 84 degrees 45 minutes 31 seconds West 213.78 feet; thence North 72 degrees 35 minutes 39 seconds West 199.25 feet; thence North 33 degrees 17 minutes 52 seconds West 268.74 feet; thence parallel to and 47 feet distant from the dock wall North 56 degrees 41 minutes 14 seconds East 514.90 feet;

thence South 33 degrees 14 minutes 34 seconds East 579.31 feet parallel to and 57 feet distant from the 1,160.29 foot line described in Parcel "G-2" to the point of beginning and containing 5.690 acres, more or less.

PARCEL "G-3"

A part of the Northwest Quarter of Fractional Section 25, Township 37 North, Range 9 West, in Lake County, Indiana, described as follows:

Commencing at a rail monument at the Southwest Corner of the Northwest Quarter of said Fractional Section 25; thence North 0 degrees 03 minutes 26 seconds East 1,868.43 feet along the west line of said Fractional Section 25 to the northeastern right-of-way line of the Elgin, Joliet and Eastern Railway Company, formerly the Chicago, Indiana and Southern Railroad; thence South 53 degrees 17 minutes 26 seconds East 539.09 feet along said northeastern right-of-way line to the point of beginning of this description; thence North 36 degrees 42 minutes 34 seconds West 85.00 feet to a rail monument at the southwestern corner of land conveyed as Parcel "A" by United States Steel Corporation to Northern Indiana Public Service Company (NIPSCO) by Deed Record 973, page 505, dated August 18, 1954; thence South 53 degrees 17 minutes 26 seconds East 1,662.91 feet along the southwestern line of said Parcel "A" to a rail monument at the southeastern corner of said Parcel "A"; thence South 36 degrees 42 minutes 34 seconds West 85.00 feet to the northeastern right-of-way line of said railroad; thence North 53 degrees 17 minutes 26 seconds West 1,662.91 feet along said northeastern right-of-way line to the point of beginning and containing 3.245 acres, more or less.

PARCEL "I"

A part of the Northeast Quarter of Section 3, Township 36 North, Range 8 West in Lake County, Indiana, described as follows:

Commencing at the northeast corner of said quarter section; thence Southerly 285.92 feet along the east line of said quarter section to the southeastern boundary of the Elgin, Joliet and Eastern Railway Company (by Deed Record 432, page 553, dated June 20, 1928); thence South 82 degrees 42 minutes West 622.54 feet along said southeastern boundary to the northeast corner of land conveyed by United States Steel Corporation to Northern Indiana Public Service Company (by Document Number 794896, dated March 6, 1985); thence South 0 degrees 51 minutes West 284.33 feet along the east boundary of land conveyed in the above-described Document Number 794896 to a northern boundary of Mason Avenue; thence North 78 degrees 02 minutes West 248.78 feet along said northern boundary; thence North 89 degrees 02 minutes West 255.89 feet along said northern boundary to the point of beginning of this description, which point is the southwest corner of land conveyed in the above-described Document Number 794896; thence North 89 degrees 02 minutes West 1,130.78 feet along said northern boundary to the southeastern boundary of said Elgin, Joliet and Eastern Railway Company; thence North 82 degrees 42 minutes East 1,142.30 feet along said southeastern boundary to the northwest corner of land conveyed in the above-described Document Number 794896; thence South 0 degrees 51 minutes West 164.24 feet to the point of beginning and containing 2.132 acres, more or less.

All bearings in the above-described Parcel "I" are based on the bearing system in Deed Record 302, page 544, dated August 4, 1922, and in Document Number 794896, dated March 8, 1985, and any seeming bearing discrepancies with Parcel "E" result merely from the bearing systems upon which they are based.

PARCEL "K-1".

A part of the North Half of Section 26, Township 37 North, Range 9 West, in Lake County, Indiana, described as follows: Commencing at the southeast corner of the northeast quarter of said section (marked by a steel rail); thence North 88 degrees 14 minutes 47 seconds West a 341.35 feet along the south line of said quarter section to the northeastern line of the right-of-way of the Pittsburgh, Fort Wayne and Chicago Railroad, (now Consolidated Rail Corporation, formerly Penn Central Transportation Company) (by Deed Record 150, page 22, dated January 5, 1909); thence along said northeastern line Northwesterly 14.87 feet along an arc to the right and having a radius of 1,910.08 feet and subtended by a long chord having a bearing of North 46 degrees 21 minutes 19 seconds West and a length of 14.87 feet; thence North 46 degrees 07 minutes 56 seconds West 177.90 feet along said northeastern line to the point of beginning of this description; thence North 46 degrees 07 minutes 56 seconds West 1,862.23 feet, more or less, along said northeastern line to the northeastern line of the Pittsburgh, Fort Wayne and Chicago Railroad Company (by Deed Record "S", page 98, dated September 7, 1859); thence North 43 degrees 53 minutes 34 seconds East 486.30 feet along a southeastern line, extended Southwesterly, of that parcel of land conveyed by Gary Land Company to Universal Portland Cement Company (by Deed Record 324,

page 559, dated June 15, 1923) to the southwestern line of the 100-foot right-of-way of the Baltimore and Ohio Railroad Company (by Deed Record 221, page 4, dated April 12, 1915); thence along said southwestern line Southeasterly 464.34 feet along an arc to the left and having a radius of 17,338.8 feet and subtended by a long chord having a bearing of South 49 degrees 36 minutes 22 seconds East and a length of 464.32 feet to the southwestern line of that parcel of land conveyed by the United States Steel Corporation (now a division of the USX Corporation) to the City of East Chicago on behalf of its Department of Redevelopment (by the Order of Court dated September 19, 1979 in Cause No. C78-2273); thence along said southwestern line of that parcel of land conveyed to the City of East Chicago Southeasterly 525.77 feet along an arc to the right and having a radius of 2,250.01 feet and subtended by a long chord having a bearing of South 32 degrees 32 minutes 12 seconds East and a length of 524.58 feet; thence South 24 degrees 48 minutes 23 seconds East 122.86 feet along said southwestern line; thence South 24 degrees 17 minutes 33 seconds East 558.54 feet along said southwestern line; thence South 18 degrees 56 minutes 17 seconds East 199.13 feet along said southwestern line; thence along said southwestern line Southeasterly 92.03 feet along an arc to the right and having a radius of 722.49 feet and subtended by a long chord having a bearing of South 14 degrees 55 minutes 08 seconds East and a length of 91.96 feet to the point of beginning and containing 15.017 acres, more or less.

PARCEL "K-2"

A part of the West Half of Fractional Section 25 and a part of the East Half of Section 26, all in Township 37 North, Range 9 West, in Lake County, Indiana, described as follows: Commencing at the southeast corner of the northeast quarter of said Section 26 (marked by a steel rail); thence North 88 degrees 14 minutes 47 seconds West 1,341.35 feet along the south line of said quarter section to the northeastern line of the right-of-way of the Pittsburgh, Fort Wayne and Chicago Railroad, (now Consolidated Rail Corporation, formerly Penn Central Transportation Company) (by Deed Record 150, page 22, dated January 5, 1909); thence along said northeastern line Southeasterly 284.20 feet along an arc to the left and having a radius of 1,910.08 feet and subtended by a long chord having a bearing of South 50 degrees 50 minutes 27 seconds East and a length of 283.93 feet to the northeastern line of that parcel of land conveyed by the United States Steel Corporation (now a division of the USX Corporation) to the City of East Chicago on behalf of its Department of Redevelopment (by the Order of Court dated September 19, 1979 in Cause No. C78-2273) and the point of beginning of this description; thence along said northeastern line of that parcel of land conveyed to the City of East Chicago Northwesterly 508.82 feet along an arc to the right and having a radius of 2,488.64 feet and subtended by a long chord having a bearing of North 31 degrees 32 minutes 41 seconds West and a length of 507.94 feet; thence North 24 degrees 45 minutes 16 seconds West 122.59 feet along said northeastern line; thence North 24 degrees 17 minutes 33 seconds West 653.99 feet along said northeastern line; thence North 24 degrees 48

minutes 44 seconds West 125.57 feet along said northeastern line; thence along said northeastern line Northwesterly 195.14 feet along an arc to the left and having a radius of 2,350.01 feet and subtended by a long chord having a bearing of North 28 degrees 13 minutes 17 seconds West and a length of 195.108 feet to the southwestern line of the 100-foot right-of-way of the Baltimore and Ohio and Chicago Railroad Company (by Deed Record 221, page 4, dated April 12, 1915); thence along said southwestern line Southeasterly 3,323.10 feet, more or less, along an arc to the left and having a radius of 17,338.8 feet and subtended by a long chord having a bearing of South 56 degrees 58 minutes 34 seconds East and a length of 3,318.02 feet to the northern line of the right-of-way of the South Chicago and Southern Railway Company (by Deed Record 437, page 298, dated March 1, 1929); thence North 87 degrees 46 minutes 38 seconds West 1,033.00 feet, more or less, along said northern line to a point which is North 87 degrees 46 minutes 38 seconds West 103 feet (measured along said northern line) from the east line of said Section 26; thence along the northeastern line of said Pittsburgh, Fort Wayne and Chicago Railroad Northwesterly 1,089.27 feet along an arc to the right and having a radius of 1,910.08 feet and subtended by a long chord having a bearing of North 71 degrees 26 minutes 25 seconds West and a length of 1,074.57 feet to the point of beginning and containing 31.861 acres, more or less.

The above-described twelve parcels of land contain in all 3,794.975 acres, more or less.