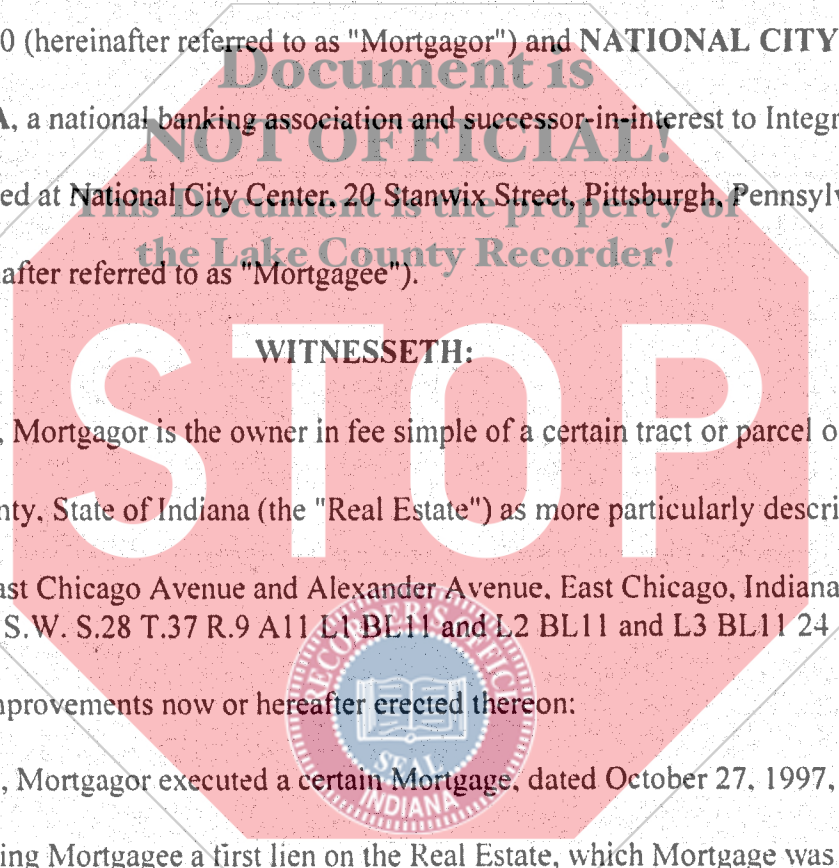


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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
AMENDMENT NO. 4  
2000 FEB 10 AM 9:06  
MORTGAGE  
MORRIS W. CARTER  
RECORDER

2000 011623

THIS AMENDMENT NO. 4 TO MORTGAGE ("Amendment No. 4") is made this 25 day of January, 2000, by and between **SARGENT ELECTRIC COMPANY**, a Pennsylvania corporation, with its principal place of business at 28th and Liberty Avenue, Pittsburgh, Pennsylvania 15230 (hereinafter referred to as "Mortgagor") and **NATIONAL CITY BANK OF PENNSYLVANIA**, a national banking association and successor-in-interest to Integra Bank, with an office located at National City Center, 20 Stanwix Street, Pittsburgh, Pennsylvania 15222-4802 (hereinafter referred to as "Mortgagee").



WITNESSETH:

WHEREAS, Mortgagor is the owner in fee simple of a certain tract or parcel of land situate in Lake County, State of Indiana (the "Real Estate") as more particularly described as Corner of East Chicago Avenue and Alexander Avenue, East Chicago, Indiana in Subdivision S.W. S.28 T.37 R.9 A11 L1 BL11 and L2 BL11 and L3 BL11 24 30-7-1, together with the improvements now or hereafter erected thereon:

WHEREAS, Mortgagor executed a certain Mortgage, dated October 27, 1997, in favor of Integra Bank, granting Mortgagee a first lien on the Real Estate, which Mortgage was recorded on November 21, 1997 with the Recorder of Deeds of Lake County, Mortgage Number 97080068, as amended by the certain Amendment No. 1 to Mortgage dated April 17, 1998, that certain Amendment No. 2 to Mortgage, dated June 28, 1998, and that certain Amendment No. 3 to Mortgage, dated May 27, 1999 (as amended, the "Mortgage");

WHEREAS, the Mortgage secures loans made, and to be made, by Mortgagee to Mortgagor pursuant to the terms and conditions of a certain Amended and Restated Credit

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N. City Bank of Pennsylvania  
P.O. Box 2977  
Pittsburgh PA 15230-9971

21.00  
AM  
CR#415326077  
OK#415326465

Agreement, dated May 27, 1999, and amended by that certain Amendment No. 1 to Amended and Restated Credit Agreement, dated of even date herewith (collectively, the "Credit Agreement");

WHEREAS, Mortgagee is the successor-in-interest to Integra Bank under the Mortgage and the holder of the Revolving Credit Note and Term Note as defined under the Credit Agreement;

WHEREAS, the Mortgage currently secures, among other things, that certain \$10,000,000 Revolving Credit Note, dated May 27, 1999, from Mortgagor in favor of National City Bank of Pennsylvania (the "Original Revolving Credit Note")

WHEREAS, the Original Revolving Credit Note is being amended, restated, and replaced by a certain \$12,000,000 Amended and Restated Revolving Credit Note ("Amended Note"), dated of even date herewith, from Mortgagor in favor of National City Bank of Pennsylvania (the "Amended Note");

WHEREAS, in addition to the additional Revolving Credit Loans being made available in connection with the Amended Note, Mortgagee is making a \$3,000,000 term loan to the Mortgagor which is evidenced by a \$3,000,000 Term Note, dated of even date herewith, from Mortgagor in favor of National City Bank of Pennsylvania (the "Term Note"); and

WHEREAS, it is intent of the Mortgagor and Mortgagee that the Mortgage shall secure the obligations of the Mortgagor to Mortgagee, including without limitation, the obligations evidenced by (i) the Amended Note as increased to \$12,000,000; and (ii) the Term Note in the original principal amount of \$3,000,000; plus (iii) other liabilities of Mortgagor to Mortgagee, including all obligations of Mortgagor to Mortgagee in connection with Letters of Credit.

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, covenant and agree as follows:


1. Incorporation of Recitals. The above recitals are true and correct.
2. Mortgage to Secure Amended Note. The Note referred to in the Mortgage shall mean and include the Term Note and the Amended Note. pursuant to which the stated principal amount, the interest rates, and maturity date of the Note have been modified. All references in the Mortgage to the Note shall mean and refer to the Term Note and the Amended Note. The Mortgage shall continue to secure the Indebtedness, including without limitation, all indebtedness evidenced by the Term Note, the Amended Note, and all reimbursement obligations of Mortgagor in connection with Letters of Credit and shall be entitled to the same priority as the lien securing the Note.
3. Reaffirmation of Representations and Warranties. Except as modified by this Amendment No. 4, all terms, covenants and conditions set forth in the Mortgage, together with all warranties and representations of Mortgagor made therein are true and correct and are hereby ratified, restated and reaffirmed on the date hereof.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE 1 OF 1 TO AMENDMENT NO. 4 TO MORTGAGE]

IN WITNESS WHEREOF, the Mortgagor and Mortgagee have executed this  
Amendment No. 4 to Mortgage which has been duly executed and sealed the day and year first  
above written.

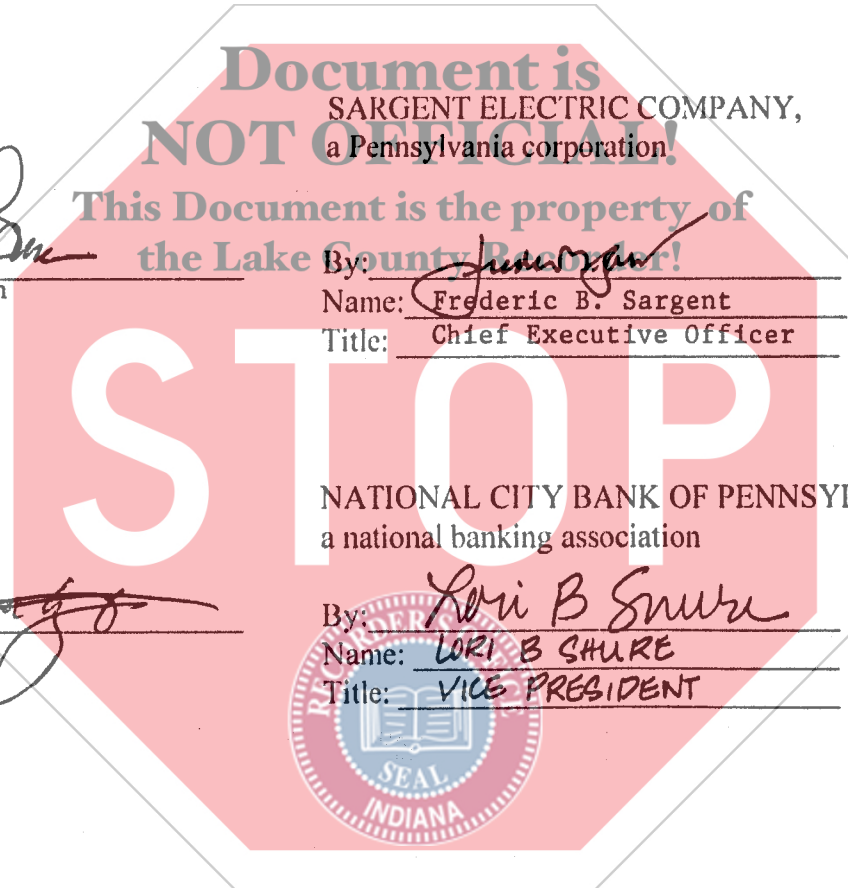
ATTEST:

  
\_\_\_\_\_  
Robert D. Bowen  
Secretary

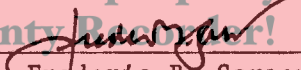
[SEAL]

WITNESS:

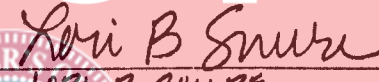
  
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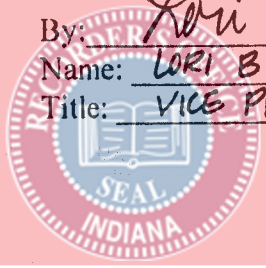


SARGENT ELECTRIC COMPANY,  
a Pennsylvania corporation

By:   
\_\_\_\_\_  
Name: Frederic B. Sargent  
Title: Chief Executive Officer

NATIONAL CITY BANK OF PENNSYLVANIA,  
a national banking association

By:   
\_\_\_\_\_  
Name: LORI B SHURE  
Title: VICE PRESIDENT





**CERTIFICATE OF RESIDENCE**

I hereby certify the precise address of Mortgagee is National City Center, 20 Stanwix Street, Pittsburgh, PA 15222-4802.

NATIONAL CITY BANK, N.A.

By: Lori B Shure  
Name: LORI B SHURE  
Title: VICE PRESIDENT

This document has been prepared by:  
Donald E. Malecki, Esquire  
Buchanan Ingersoll  
Professional Corporation  
301 Grant Street - 20th Floor  
One Oxford Centre  
Pittsburgh, PA 15219

**NOT OFFICIAL!**

This document is the property of  
the Lake County Recorder!

**STOP**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY )

On this 25<sup>th</sup> day of January, 2000, before me, a notary public, personally appeared Frederic B. Sargent, who acknowledged himself to be Chief Executive Officer of SARGENT ELECTRIC COMPANY, a Pennsylvania corporation, and that he, as such officer of Sargent Electric Company, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary Rose Dobrzanski  
Notary Public

My commission expires: December 28, 2002

Notarial Seal  
Mary Rose Dobrzanski, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Dec. 28, 2002  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

On this 25 day of January, 2000 before me, a notary public, personally appeared LORI B. SHURE, who acknowledged himself to be the VICE PRESIDENT of NATIONAL CITY BANK OF PENNSYLVANIA, a national banking association, 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 such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Marian Binkowski*  
Notary Public  
This Document is the property of  
the Lake County Recorder!

My commission expires:

Notary Seal  
Marian Binkowski, Notary Public  
Pittsburgh, Allegheny County  
PA, Commission Expires Jan 31, 2000  
Notary Public and Association of Notaries

