

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 060047

2000 AUG 18 PM 12:31

LEASEHOLD MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING  
Executed August 18, 2000

from

WINSLOW HILL FUNDING, LIMITED PARTNERSHIP,

having an office at:

Winslow Hill Funding, Limited Partnership,  
c/o ML Leasing Equipment Corp.,  
North Tower World Financial Center,  
250 Vesey Street,  
New York, New York 10281  
Attention: Jean M. Tomaselli

as Mortgagor,

to

THE BANK OF NOVA SCOTIA,  
as collateral agent,

having an office at:

One Liberty Plaza, New York, New York 10006  
Attention: Kevin Scheinkopf

as Mortgagee.

LOCATION OF PREMISES:

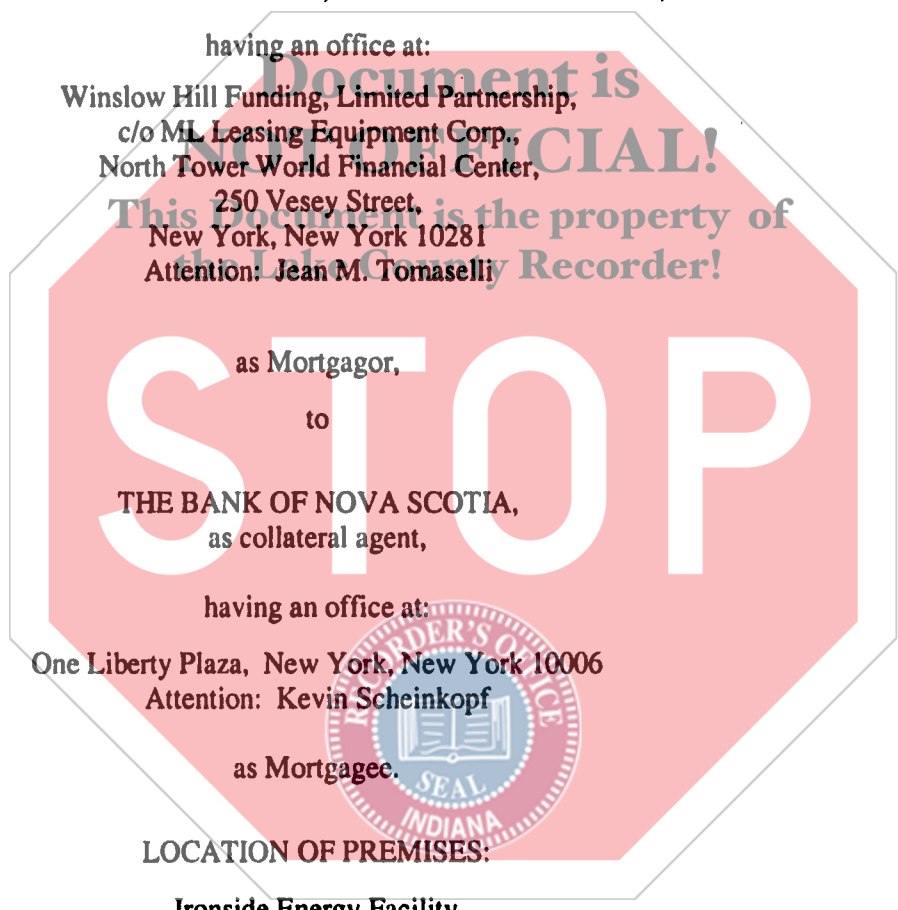
Ironside Energy Facility  
located within the  
Indiana Harbor Works Plant  
East Chicago, Lake County, Indiana

After recording, please return by mail to:

Clifford Chance Rogers & Wells LLP  
200 Park Avenue  
New York, New York 10166

Attention: John M. Christian, Esq.

Chicago Title Insurance Company  
2000-060048  
For Sent 100 Inc. 9



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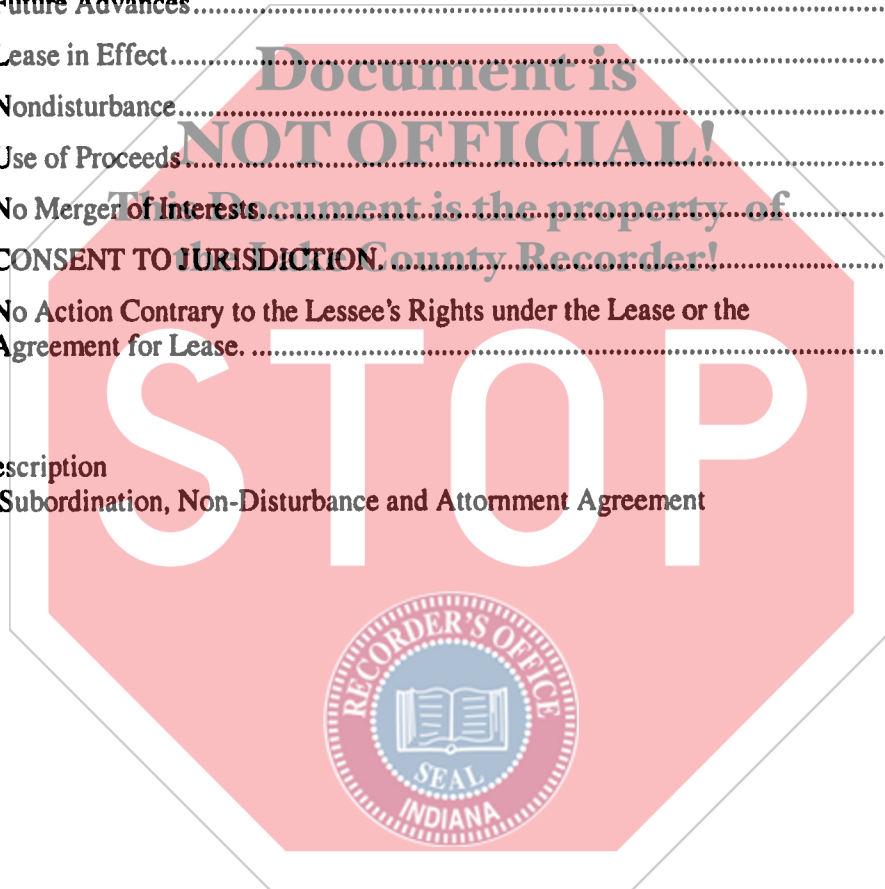
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EXHIBIT "A" - Legal Description

EXHIBIT "B" - Form of Subordination, Non-Disturbance and Attornment Agreement



EXECUTION COPY

LEASEHOLD MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Mortgage"), is executed this 18th day of August 2000, by WINSLOW HILL FUNDING, LIMITED PARTNERSHIP, a Delaware limited partnership, having an office at c/o ML Leasing Equipment Corp., North Tower World Financial Center, 250 Vesey Street, New York, New York 10281 Attention: Jean M. Tomaselli (the "Mortgagor"), to THE BANK OF NOVA SCOTIA, a Canadian chartered bank having an office at One Liberty Plaza, New York, New York 10006 Attention: Kevin Scheinkopf, as collateral agent (in such capacity, the "Mortgagee") under that certain Security and Intercreditor Agreement dated as of the date hereof for the benefit of (i) the Banks that are parties to the Committed Loan Agreement referred to below (the "Banks") and the Mortgagee, as agent for such Banks (the "Bank Agent"); (ii) the Conduit party to the Uncommitted Loan Agreement referred to below (the "Conduit") and the Mortgagee, as agent for the Conduit (the "Conduit Agent"); (iii) the Purchasers that are parties to the Liquidity Asset Purchase Agreement referred to below (the "Liquidity Providers") and the Mortgagee, as agent for the Liquidity Providers (the "Liquidity Agent") and as agent for the Conduit (the "Administrator"), and (iv) itself, as Mortgagee. The Banks, the Bank Agent, the Conduit, the Conduit Agent, the Liquidity Providers, the Liquidity Agent, the Administrator and the Mortgagee are hereinafter referred to as the "Secured Parties".

WITNESSETH:

WHEREAS, Mortgagor, the Banks and the Bank Agent have executed and delivered that certain Committed Loan Agreement dated as of August 18, 2000 (as same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Committed Loan Agreement"), pursuant to which, on the terms and conditions specified therein, the Banks have agreed to make revolving credit loans to Mortgagor up to the maximum aggregate principal amount, when taken together with advances under the Uncommitted Loan Agreement, of Sixty-One Million Four Hundred Forty Thousand and 00/100 Dollars (\$61,440,000.00);

WHEREAS, Mortgagor, Conduit and the Conduit Agent have executed and delivered that certain Uncommitted Loan Agreement dated as of August 18, 2000 (as the same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Uncommitted Loan Agreement"), pursuant to which, on terms and conditions specified therein, the Conduit has agreed to consider requests for revolving credit advances to Mortgagor up to the maximum aggregate principal amount, when taken together with advances under the Committed Loan Agreement, of Sixty-One Million Four Hundred Forty Thousand and 00/100 Dollars (\$61,440,000.00); and

WHEREAS, the Liquidity Providers, the Conduit, the Administrator and the Liquidity Agent have executed and delivered that certain Liquidity Asset Purchase Agreement dated as of August 18, 2000 (as the same may be amended, restated, supplemented, extended, renewed or otherwise modified, from time to time, hereinafter referred to as the "Liquidity Asset Purchase Agreement"), pursuant to which the Liquidity Providers may be required to purchase from the Conduit revolving credit loans that the Conduit has made to the Mortgagor up to the maximum aggregate principal amount, when taken together with revolving credit loans made by the Banks under the Committed Loan Agreement, of



Sixty-Two Million Six Hundred Sixty-Eight Thousand Eight Hundred and 00/100 Dollars (\$62,668,800.00); and

WHEREAS, the parties have agreed that Mortgagor shall execute and deliver this Mortgage in order to secure the payment and performance by Mortgagor of the Obligations (as defined below); and

WHEREAS, Mortgagor, the Mortgagee and the Conduit have entered into that certain Security and Intercreditor Agreement dated as of August 18, 2000, (as identified in the introductory paragraph above) for the purpose of securing all amounts owing under the Committed Loan Agreement, the Uncommitted Loan Agreement, the Liquidity Asset Purchase Agreement and the Related Documents; and

WHEREAS, unless otherwise indicated, all capitalized terms used but not defined in this Mortgage shall have the meanings set forth in the Committed Loan Agreement or defined by reference in the Security and Intercreditor Agreement;

NOW, THEREFORE, to secure (i) the repayment of any and all amounts of any kind now or hereafter owing to the Secured Parties under this Mortgage, the Committed Loan Agreement, the Uncommitted Loan Agreement, the Liquidity Asset Purchase Agreement and the Related Documents (collectively, the "Loan Documents") to which Mortgagor is a party, including, without limitation, the repayment of the principal amount payable on the Bank Notes and the Conduit Note and the payment of all interest accruing thereon, according to the provisions of this Mortgage, the Committed Loan Agreement, the Uncommitted Loan Agreement, the Liquidity Asset Purchase Agreement and the Related Documents to which Mortgagor is a party, (ii) the reimbursement to Mortgagee of any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred or paid by the Mortgagee on account of any litigation at law or in equity which may arise in respect of Mortgagee's rights and/or remedies under this Mortgage, the Committed Loan Agreement, the Uncommitted Loan Agreement, the Liquidity Asset Purchase Agreement and the Related Documents to which the Mortgagor is a party or in obtaining possession of the lands and premises and other property after any sale which may be made as hereinafter provided, (iii) the performance and observance of the covenants, warranties, agreements and conditions contained herein and in the Committed Loan Agreement, the Uncommitted Loan Agreement, the Liquidity Asset Purchase Agreement and the Related Documents to which the Mortgagor is a party and (iv) the payment by Mortgagor to Mortgagee of all sums, if any, expended by Mortgagee in the performance of any obligation of Mortgagor hereunder, and the payment of any and all other indebtedness which this Mortgage by its terms secures (all of the foregoing liabilities and obligations owing to the Secured Parties shall be collectively referred to herein as the "Obligations") and in order to charge with such performance and with such payments the lands and premises and other property hereinafter described, and the rents, revenues, issues, income and profits thereof, Mortgagor by these presents does hereby:

GRANT, BARGAIN, SELL, MORTGAGE, ALIEN, CONVEY, CONFIRM, TRANSFER AND ASSIGN unto Mortgagee, its successors and assigns forever (and with respect to any part of the Premises (as hereinafter defined) for which a security interest can be granted under the Code (as hereinafter defined) hereby further grants a security interest to Mortgagee, its successors or assigns forever, in and to), all of Mortgagor's right, title and interest in and to the following described property:

I. that certain ground leasehold estate created pursuant to that certain Ground Lease dated as of November 15, 1999 between LTV Steel Company, Inc., as ground lessor, and Ironside Energy LLC, as ground lessee ("Ironside"), as evidenced in that certain Short Form and Memorandum of Ground Lease dated November 15, 1999 and recorded February 23, 2000 as Document No. 2000 012249 pursuant to that certain Assignment of Ground Lease dated August 18, 2000 from Ironside to Mortgagor (the

"Ground Lease"), with respect to that certain parcel of real property located in Lake County, Indiana, and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Real Property");

II. the Ground Lease and the Project (as defined in the Agreement for Lease (as hereinafter defined) and hereafter referred to as the "Ground Lease and the Project") now or hereafter located on the Real Property and all of Mortgagor's right, title and interest, if any, in and to the streets and roads abutting the Real Property to the center lines thereof, strips and gores within or adjoining the Real Property, the air space and right to use said air space above the Real Property, all rights of ingress and egress to the Real Property, all easements now or hereafter affecting or benefiting the Real Property or the Project, and all royalties and all rights appertaining to the use and enjoyment of the Real Property or the Project, including, without limitation, all alley, drainage, crop, timber, agricultural, horticultural, mineral, water, oil and gas rights;

III. to the extent the following constitute fixtures and/or real property under the laws of the State of Indiana, all of the Mortgagor's equipment in all of its forms, whether now owned or hereafter acquired, wherever located, now or hereafter existing (including, but not limited to, all computers, office and other machinery, furniture, tools, spare parts and all parts thereof, and operating supplies thereafter) all fixtures and all appurtenances and all parts thereof and all accessions and additions thereto and any and all substitutions or replacements thereof, now or hereafter attached to, or contained in, the Real Property and/or the Project or placed on any part thereof, but not limited to, all heating, lighting, plumbing, ventilating, air conditioning and elevator plants, sprinkler systems, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and all building equipment, materials and supplies of any nature whatsoever in which Mortgagor has or shall have an interest, now or hereafter located upon the Real Property, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Real Property, but excluding any LTV Owned Property (collectively, the "Fixtures"). Mortgagor hereby grants to Mortgagee a security interest in all of its right, title and interest in and to present and future Fixtures and Mortgagee shall have, in addition to all rights and remedies provided herein or in any other agreements, commitments and undertakings made by the Mortgagor to Mortgagee, all of the rights and remedies of a "secured party" under the Indiana Uniform Commercial Code (as amended, hereinafter referred to as the "Code"). To the extent permitted under applicable law, this Mortgage shall be deemed to be a "security agreement" (within the meaning of the Code) and upon recording or registration in the real estate records of the proper office shall constitute a financing statement filed as a "fixture filing" within the meaning of Section 9-313 and 9-402 of the Code;

IV. all leases, subleases, lettings and licenses of, or affecting, the Real Property, the Project and/or any other property or rights encumbered or conveyed hereby, or any part thereof, now or hereafter entered into including, without limitation, that certain Lease Agreement dated as of August 18, 2000 (as same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Lease Agreement") between Mortgagor, as lessor, and Ironside (the "Lessee"), as lessee (any and all such leases, subleases, lettings and licenses are hereinafter sometimes individually referred to as a "Lease" and collectively referred to as the "Leases"), together with all cash and securities deposited thereunder, if any, any and all guaranties of any lessee's obligations thereunder, the right to receive and collect the rents, issues and profits payable thereunder ("Rents") and the right to enforce, whether by action at law or in equity or by other means, all provisions, covenants and agreements thereof including, without limitation, (i) all amounts payable to the Mortgagor thereunder; (ii) all damages and other amounts payable by the Lessee, or any other Person to the Mortgagor in the event of any expiration or termination of any Lease by operation of law or otherwise; and (iii) all rights, claims, powers, privileges and remedies of the Mortgagor, whether arising by statute or at law or in equity or otherwise, resulting from any failure on the part of the Lessee, or any other Person to conform to or comply with any term of the Lease Agreement or with any term of any Lease;

V. that certain Agreement for Lease, dated as of August 18, 2000 between Mortgagor, as owner, and Lessee, as agent (as same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Agreement for Lease"), together with any and all guaranties of Lessee's obligations thereunder, the right to receive and collect all amounts payable to the Mortgagor thereunder and the right to enforce, whether by action or at law or in equity or by other means, all provisions, covenants and agreements thereof;

VI. subject to the terms of the Lease Agreement, the Agreement for Lease and any other documents from time to time executed by Mortgagor pursuant to the terms of the Lease Agreement and Agreement for Lease (collectively the "Lease Documents"), all unearned premiums, accrued, accruing or to accrue, under insurance policies now or hereafter obtained by Mortgagor and Mortgagor's interest in and to all proceeds of the conversion and the interest payable thereon, voluntary or involuntary, of the Real Property and the Project, or any part thereof, into cash or liquidated claims, including, without limiting the generality of the foregoing, proceeds of casualty insurance, title insurance or any other insurance maintained on the Real Property, the Project and the Fixtures, and the right to collect and receive the same, and all awards and/or other compensation including the interest payable thereon and the right to collect and receive the same (in the alternative and collectively, "Awards"), heretofore and hereafter made by the United States, the State of Indiana or any political subdivision thereof or any agency, department, bureau, board, commission, or instrumentality of any of them, or any redevelopment corporation or other entity with eminent domain powers, now existing or hereafter created for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Property, the Project, the Fixtures or any easement or other right therein, including, without limiting the generality of the foregoing, Awards for any change or changes of grade or the widening of streets, roads or avenues affecting the Real Property and/or the Project;

VII. all extensions, improvements, betterments, renewals, substitutions and replacements of and all additions and appurtenances to the Real Property, the Project and/or any other property or rights encumbered or conveyed hereby, hereafter acquired by or released to the Mortgagor or constructed, assembled or placed on the Real Property, the Project and/or any other property or rights encumbered or conveyed hereby, and all conversions of the security constituted thereby all of which, immediately upon such acquisition, release, construction, assembling, placement or conversion as the case may be, and in each such case without any further mortgage, conveyance, assignment or other act by the Mortgagor, shall become subject to this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described herein;

VIII. all option rights, purchase contracts, construction agreements, licenses, franchises, permits, management agreements, operating agreements, contract rights, service contracts, accounts receivable, books and records, contracts, agreements, plans and specifications, approvals (including those from governmental and quasi-governmental authorities) and general intangibles to the extent assignable now owned or hereafter acquired in connection with the development, ownership, use, management or operation of the Real Property and/or the Project (other than Transferred Rights Warranties and Pass Through Rights, as such terms are defined in the Facility Lease); and

IX. all proceeds, both cash and noncash, of any of the foregoing which may be sold or otherwise disposed of.

The items described in paragraphs I through IX above are hereinafter collectively referred to as the "Premises".

SUBJECT, HOWEVER, only to those exceptions to title which are described in Section 1.01 hereof as exceptions to the title to the respective estate and interest of Mortgagor in and to the Premises.



TO HAVE AND TO HOLD the Premises and the estate, properties, rights and privileges hereby granted or intended to be, unto Mortgagee, its successors and assigns, forever; provided, however, (i) should each and every one of the Obligations be fully and punctually performed, complied with, observed and/or paid when due, then at such time this Mortgage shall become null and void and of no further force or effect, and shall be released at the sole cost and expense of Mortgagor; and (ii) although the foregoing assignment of Leases is a present assignment, Mortgagor shall nevertheless be entitled to collect and receive the rents, issues and profits in accordance with the Lease Documents.

ARTICLE I

Representations and Warranties of the Mortgagor

The Mortgagor represents and warrants to Mortgagee as follows:

Section 1.01. Title to the Premises. (i) The Mortgagor is the owner of a valid and subsisting interest as lessee under the Ground Lease; (ii) as against the Mortgagor, the Ground Lease is in full force and effect, (iii) to the best knowledge of Mortgagor, there are no defaults under the Ground Lease and no event has occurred or is occurring which after notice or the passage of time, or both, will result in such a default, (iv) the title of Mortgagor constitutes good, indefeasible and insurable title to the Premises, subject only to this the Ground Lease, the Permitted Liens (as defined in the Agreement for Lease and the Lease Agreement) and that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated August 18, 2000 from Ironside to Mortgagor (the "Ironside Mortgage"); (v) the Mortgagor has full power and lawful authority to encumber the Premises in the manner and form set forth hereunder; (vi) the Mortgagor owns all of the Fixtures now or hereafter comprising part of the Premises, including any substitutions or replacements thereof, free and clear of all liens and claims other than the Permitted Liens; (vii) upon proper recordation in the appropriate records of Lake County, Indiana, this Mortgage will constitute a valid and enforceable first lien on the Premises subject only to the Permitted Liens, the Lease Documents, the Ground Lease and the Ironside Mortgage; and (viii) the Mortgagor will preserve such title, and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whatsoever.

Section 1.02. Operation of the Premises. (i) The Mortgagor has obtained or will obtain or cause to be obtained, when required, all necessary certificates, licenses, authorizations, registrations, permits and/or approvals necessary for the operation of the Premises (or has caused the appropriate entities required to have such permits under law to have obtained) all of which are in full force and effect to the extent required under the Lease Agreement or the Agreement for Lease and none of which are, to the knowledge of the Mortgagor, subject to any revocation, amendment, release, suspension, forfeiture or the like and (ii) except as may be permitted under the Lease Agreement or the Agreement for Lease, the present use and/or occupancy of the Premises does not conflict with or violate any such certificate, license, authorization, registration, permit and/or approval, or any applicable law, ordinance, statute, rule, order, requirement or regulation.

Section 1.03. Mortgage Authorized. The execution and delivery of this Mortgage have been duly authorized by the Mortgagor and there is no provision in the agreement of limited partnership of Mortgagor ("Mortgagor's Partnership Agreement") requiring further consent for such action by any other entity or person. The execution and delivery by Mortgagor of, and the performance of its obligations under, this Mortgage will not result in the Mortgagor being in default under any provision of the Mortgagor's Partnership Agreement or of any mortgage, lease, credit or other agreement to which it is a party or which affects it or the Premises, or any part thereof.

ARTICLE II

Covenants of the Mortgagor



**Section 2.01. Payment or Performance of the Obligations.** The Mortgagor covenants, agrees and stipulates that any default in the payment or performance of the Obligations under the terms of the applicable documents after expiration of any applicable notice and cure or grace period shall constitute a default under this Mortgage.

**Section 2.02. Maintenance of the Project.** In the event the Project is not subject to either the Agreement for Lease or Lease Agreement, Mortgagor shall maintain, repair and/or replace the Project, or cause the Project to be maintained, repaired and/or replaced, in accordance with the provisions of the Lease Agreement as if Mortgagor were the lessee under the Lease Agreement and the Project were subject to the Lease Agreement.

**Section 2.03. Compliance with Laws.** Mortgagor will comply with the requirements of all applicable laws, rules, regulations and orders of any Governmental Authority, non-compliance with which would, singly or in the aggregate, materially adversely affect any Assets, the financial condition or business of the Mortgagor or the rights or remedies of the Banks hereunder or under the Related Documents, or which would impair the ability of the Mortgagor to perform its material obligations hereunder or under the Related Documents to which it is a party, unless (i) the same shall be contested by the Mortgagor in good faith and by appropriate proceedings or (ii) compliance with such laws, rules, regulations or orders is the responsibility of the Lessee under the Lease or the Agreement for Lease, in which case the Mortgagor will use its best efforts to cause the Lessee to comply with the Lease and the Agreement for Lease.

**Section 2.04. Insurance; Coverage.** In the event the Premises, or any portion thereof, are not subject to either the Agreement for Lease or the Lease Agreement, Mortgagor shall maintain, or cause to be maintained, the insurance coverages described in the Lease Agreement as if Mortgagor were the lessee under the Lease Agreement and such Premises, or any portion thereof, were subject to the Lease Agreement.

**Section 2.05. Taxes and Other Charges.** Mortgagor will pay and discharge all taxes, assessments and governmental charges or levies imposed upon it or upon its income or properties, prior to the date on which penalties attach thereto, except to the extent that (i) any such tax, assessment, charge or levy is being contested in good faith by appropriate proceedings and for which adequate reserves have been established by Mortgagor or (ii) such tax, assessment, charge or levy is required to be paid or discharged by the Lessee under the Agreement for Lease or the Lease, in which case Mortgagor will use its best efforts to cause the Lessee to comply with the Agreement for Lease and the Lease.

**Section 2.06. Condemnation Awards.** The Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Premises or any portion thereof, will notify the Mortgagee of the pendency of such proceedings. The Mortgagee may participate in any such proceedings and the Mortgagor from time to time will deliver to the Mortgagee all instruments requested by it to permit such participation.

All awards and compensation payable to the Mortgagor as a result of any condemnation or other taking or purchase in lieu thereof, of the Premises or any part thereof, which amounts are not payable to the Lessee under the Agreement for Lease or the Lease Agreement (and in the event such Premises, or such part thereof, are not subject to either the Agreement for Lease or the Lease Agreement, then all of such awards or compensation) shall be deemed assigned to Mortgagee and shall be paid to the Collateral Account. Subject to the Agreement for Lease and the Lease Agreement, Mortgagor hereby authorizes the Mortgagee in the name of Mortgagor or otherwise, to collect and receive such awards and compensation, to give proper receipts and acquittances therefor and to file and prosecute a claim for such awards and compensation, and, in the Mortgagee's sole discretion, to apply the same toward the payment of the Obligations, notwithstanding the fact that the Obligations may not then be due and payable, or, in Mortgagee's sole discretion, to apply the same, or part thereof, to the restoration of the Project. In the

event that any portion of the condemnation awards or compensation shall be used to reduce the Obligations, the same shall be applied by the Mortgagee in any manner it shall designate. The Mortgagor, upon request by the Mortgagee, shall make, execute and deliver any and all instruments requested for the purpose of confirming the assignment of the aforesaid awards and compensation to the Mortgagee free and clear of any liens, charges or encumbrances of any kind or nature whatsoever.

Section 2.07. Additional Advances and Disbursements. During the continuance of an Event of Default, the Mortgagee shall have the right, but shall not be obligated, to cure such default in the name and on behalf of the Mortgagor. All sums advanced and reasonable expenses incurred at any time by the Mortgagee pursuant to this Section 2.07 or as otherwise provided under the terms and provisions of this Mortgage or under applicable law shall bear interest from the date which is five (5) days after the date such sum is demanded from Mortgagor, to and including the date of reimbursement, computed at a fluctuating rate per annum equal to the lesser of (i) the highest non-usurious rate per annum allowed by applicable law or (ii) the sum of the Alternate Base Rate in effect from time to time plus two percent (2%) per annum, such rate to change as and when such Alternate Base Rate changes (the "Default Rate"). Any such amounts advanced or incurred by the Mortgagee pursuant to any provision of this Mortgage or under applicable law, together with the interest thereon, shall be payable on demand and shall, until paid, be secured by this Mortgage as a lien on the Premises and shall be part of the Obligations.

Section 2.08. Waivers by Mortgagor. Notwithstanding anything herein contained to the contrary, the Mortgagor, to the extent permitted by applicable law: (i) will not (a) at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension or moratorium law, any exemption from execution or sale of the Premises or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor (b) claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision hereof, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor (c) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof; (ii) hereby expressly waives all benefit or advantage of any such law or laws; and (iii) covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Mortgagee. The Mortgagor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Premises (or any part thereof) marshalled upon any foreclosure hereof.

Section 2.09. Filing Charges, Recording Fees, Taxes, etc. The Mortgagor shall pay or cause to be paid when due any and all taxes, charges, filing, registration and recording fees, excises and levies imposed upon the Mortgagee by reason of its ownership of, or the recording of, this Mortgage, any security instrument with respect to any interest of the Mortgagor in and to any fixture or personal property at the Premises or any instrument of further assurance, or any amendments of any of the foregoing, other than income, franchise, succession, business and similar taxes. In the event the Mortgagor fails to make such payment within five (5) days after written notice thereof from the Mortgagee, then the Mortgagee shall have the right, but shall not be obligated, to pay the amount due, and the Mortgagor shall, on demand, reimburse the Mortgagee for said amount, together with interest thereon computed at the Default Rate.

Section 2.10. Restrictive Covenants and Leasing Requirements. (i) Except in accordance with the terms and conditions of the Lease Agreement, the Mortgagor shall not, without the prior written consent of the Mortgagee: (a) execute or permit to exist any lease or occupancy of all or substantially all of the Premises except for the actual use and occupancy of the tenant thereof; (b) modify or amend any lease or occupancy agreement affecting the Premises; (c) grant rent concessions, or discount any rents, or collect any rents for a period of more than one month in advance; (d) sell, transfer, alienate, grant, convey or assign any interest in the Premises or any part thereof; (e) further mortgage,

encumber, alienate, hypothecate, grant a security interest in or grant any other interest whatsoever in the Premises or any part thereof, or interest therein; or (f) if the Premises are subject to the terms of any rent control or rent stabilization statute, ordinance, rule or regulation, fail to comply and/or cause the Premises to comply with the terms and requirements of such statute, ordinance, rule or regulation.

(ii) Mortgagor will, from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Mortgagee, in form satisfactory to the Mortgagee, one or more separate assignments of the lessor's interest in any Lease now or hereafter affecting the whole or any part of the Premises. The Mortgagor shall pay to the Mortgagee on demand any expenses incurred by the Mortgagee in connection with the preparation and recording of any such assignment or agreement.

(iii) Mortgagor will (a) fulfill or perform each and every condition and covenant of the Lease Agreement to be fulfilled or performed by the lessor thereunder, (b) give prompt notice to the Mortgagee of any notice of default by the lessee thereunder received by the Mortgagor together with a complete copy of any such notice, and (c) promptly and diligently enforce, short of termination thereof, the prompt and diligent performance or observance of each and every covenant and condition thereof by the lessee thereunder to be performed or observed.

**Section 2.11. INDEMNITY. MORTGAGOR AGREES TO PAY ALL REASONABLE OUT-OF-POCKET COSTS AND EXPENSES, INCLUDING REASONABLE FEES AND EXPENSES OF COUNSEL, INCURRED BY THE BANK AGENT IN CONNECTION WITH (I) THE PREPARATION, EXECUTION AND DELIVERY OF THIS MORTGAGE AND THE RELATED DOCUMENTS AND ANY AMENDMENTS AND WAIVERS HEREOF OR THEREOF, (II) THE CREATION AND PERFECTION OF THE LIENS CREATED BY THE SECURITY DOCUMENTS AND (III) THE DEFENSE OF ANY SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT BY MORTGAGOR. MORTGAGOR ALSO AGREES TO PAY ALL OUT-OF-POCKET COSTS AND EXPENSES, INCLUDING REASONABLE FEES AND EXPENSES OF COUNSEL, INCURRED BY THE BANK AGENT IN CONNECTION WITH THE ENFORCEMENT OF THIS MORTGAGE OR ANY OF THE RELATED DOCUMENTS AND THE COLLECTION OF ANY AMOUNTS OWING HEREUNDER OR THEREUNDER. IN ADDITION, MORTGAGOR WILL INDEMNIFY THE BANK AGENT AND EACH BANK AGAINST, AND WITHIN FIVE DAYS AFTER DEMAND THEREFOR REIMBURSE THE BANK AGENT AND EACH BANK FOR, ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, COSTS, EXPENSES OR DISBURSEMENTS OF ANY KIND OR NATURE WHATSOEVER WHICH MAY AT ANY TIME BE IMPOSED ON, INCURRED BY OR ASSERTED AGAINST THE BANK AGENT OR ANY BANK IN ANY WAY RELATING TO OR ARISING OUT OF THIS MORTGAGE OR ANY RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL MATTERS DESCRIBED IN SECTION 12(A) OF THE AGREEMENT FOR LEASE; PROVIDED THAT MORTGAGOR SHALL NOT BE LIABLE FOR ANY OF THE FOREGOING TO THE EXTENT THEY ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK AGENT OR ANY BANK AND MORTGAGEE GIVES MORTGAGOR WRITTEN NOTIFICATION FOR ANY CLAIM IN WHICH IT WILL OR MAY SEEK INDEMNIFICATION PURSUANT TO THIS SECTION 2.11 AND AGREES NOT TO SETTLE OR COMPROMISE ANY CLAIM IN WHICH IT WILL OR MAY SEEK INDEMNIFICATION PURSUANT TO THIS SECTION 2.11. NOTWITHSTANDING ANYTHING IN THIS MORTGAGE TO THE CONTRARY, THE PROVISIONS OF THIS SECTION 2.11 SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.**

**Section 2.12. Ground Lease.** Mortgagor will perform or cause to be performed all of the covenants and conditions required to be performed by it under the Ground Lease, will do all things



necessary to preserve unimpaired its rights thereunder, and will not enter into any agreement modifying or amending the Ground Lease in any material respect or releasing the lessor thereunder from any obligations imposed upon it thereby, except as permitted under the Committed Loan Agreement, the Uncommitted Loan Agreement, the Liquidity Asset Purchase Agreement or the Related Documents. If Mortgagor receives a notice of default under the Ground Lease, it shall immediately cause a copy of such notice to be sent by registered United States mail to Mortgagee.

### ARTICLE III

#### Default and Remedies

Section 3.01. Events of Default. Any Event of Default (as defined in the Committed Loan Agreement) shall constitute an "Event of Default" under this Mortgage.

Section 3.02. Remedies.

(i) Upon the occurrence of any Event of Default, the Mortgagee may, in addition to any other rights or remedies available to it hereunder, to the extent permitted by applicable laws, at law or in equity, take the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as the Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of the Mortgagee: (1) declare the entire unpaid Obligations to be immediately due and payable; or (2) enter into or upon the Premises, either personally or by its agents, nominees or attorneys and dispossess the Mortgagor and its agents and servants therefrom (subject to Lessee's rights under the Lease Agreement and Sub-Tenant's rights under the Facility Lease), and thereupon the Mortgagee may (a) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Premises and conduct the business thereat; (b) complete any construction on the Premises in such manner and form as the Mortgagee deems advisable; (c) make all necessary and proper alterations, additions, renewals, replacements and improvements to or on the Project and the balance of the Premises; (d) exercise all rights and powers of the Mortgagor with respect to the Premises, whether in the name of the Mortgagor or otherwise including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and sue for, collect and receive all earnings, revenues, rents, issues, profits and other income of the Premises and every part thereof; and (e) apply the receipts from the Premises to the payment of the Obligations, after deducting therefrom all expenses (including reasonable attorneys' fees and disbursements) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, assessments, insurance and other charges in connection with the Premises; or (3) institute proceedings for the complete foreclosure of this Mortgage in which case the Premises may be sold for cash or credit (if credit sales are allowed under state law) in one or more parcels pursuant to a judicial or private sale; or (4) with or without entry and, to the extent permitted by law, and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the lien of this Mortgage continuing unimpaired and without loss of priority so as to secure the balance of the Obligations not then due; or (5) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Committed Loan Agreement, the Uncommitted Loan Agreement, the Liquidity Asset Purchase Agreement or in the Related Documents of which Mortgagor is a party; or (6) recover judgment on the Committed Loan Agreement, the Uncommitted Loan Agreement, the Liquidity Asset Purchase Agreement, the Related Documents of which Mortgagor is a party or any guaranty either before, during or after or in lieu of any proceedings for the enforcement of this Mortgage; or (7) apply for the appointment of a receiver, liquidator or conservator of the Premises, without regard for the adequacy of the security for the Obligations and without regard for the solvency of the Mortgagor, any guarantor or of any person, firm or other entity liable for the payment and/or performance of, and observance and/or compliance with the Obligations, to which appointment the Mortgagor does hereby consent; or (8) pursue such other



remedies as the Mortgagee may have under applicable law. Any receiver appointed as provided herein shall have all of the useful powers and duties of receivers for similar cases, including the full power to rent, maintain and otherwise operate the Premises upon the terms approved by the court, and may apply revenues from the Premises first to the reasonable cost and expenses incurred by Mortgagee and such receiver in protecting and operating the Premises and next to the payment of the Obligations in such manner and in such order of priority as Mortgagee shall determine.

(ii) The purchase money proceeds or avails of any sale made under or by virtue of this Mortgage, together with any other sums which then may be held by the Mortgagee under this Mortgage, whether under the provisions of this Article III or otherwise, shall be applied as set forth in Section 16.1 of the Security and Intercreditor Agreement (subject to applicable provisions of state law). The Mortgagee and any receiver of the Premises or any part thereof shall be liable to account for only those rents, issues and profits actually received by it. Any such sale or sales made under or by virtue of this Article III shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights to be sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor.

(iii) For the purpose of carrying out the provisions of this Section 3.02, Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of Mortgagor (coupled with an interest) in its name and stead to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does by these presents ratify and confirm all that its said attorney-in-fact or such substitute or substitutes shall lawfully do by virtue hereof.

Except as may be otherwise provided by applicable law, no purchaser of all or part of the Premises shall be required to see to the proper application of the purchase money, proceeds or avails of such sale.

In the event of a sale or other disposition of the Premises, or any part thereof, and the execution of a deed or other conveyance pursuant thereto, the recitals therein of facts, such as default, the giving of notice of default and notice of sale and other facts affecting the regularity or validity of such sale or disposition, shall be conclusive proof of the truth of such facts; and any such deed or conveyance shall be conclusive against all persons as to such facts recited therein.

To the extent permitted under applicable law, the purchaser at any foreclosure sale hereunder may disaffirm any rental or lease agreement made in violation of any provision of the Lease Agreement or the Agreement for Lease, and may take immediate possession of the Premises free from, and despite the terms of, such rental or lease agreement.

(iv) Upon any sale made under or by virtue of this Article III, the Mortgagee may bid for and acquire the Premises or any part thereof or interest therein and in lieu of paying cash therefor may make settlement for the purchase price by crediting against the Obligations of the Mortgagor secured by this Mortgage the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which the Mortgagee is authorized to deduct under this Mortgage.

(v) All notice and cure periods provided in this Mortgage or in the Committed Loan Agreement, the Uncommitted Loan Agreement or the Related Documents to which Mortgagor is a party shall run concurrently with any notice or cure periods provided by law.

(vi) Without limiting the foregoing, and provided the following is not violative of applicable law, Mortgagee shall be entitled to cause a notice of breach and election to sell to be recorded and mailed if any event occurs which, with the giving of notice and/or passage of time, would constitute an Event of Default hereunder and the recording and mailing to Mortgagor of such notice of

breach and election to sell shall constitute notice of a failure to perform pursuant to this Mortgage, the Committed Loan Agreement, the Uncommitted Loan Agreement or the Related Documents to which Mortgagor is a party.

**Section 3.03. Mortgagor's Actions After Default.** After the happening of any Event of Default and immediately upon the commencement of any action, suit or other legal proceedings by the Mortgagee to foreclose pursuant to this Mortgage, or for the enforcement of any of the Committed Loan Agreement, the Uncommitted Loan Agreement, the Related Documents to which Mortgagor is a party or of this Mortgage, the Mortgagor will (i) waive, to the extent permitted by applicable law, the issuance and service of process and enter its voluntary appearance in such action, suit or proceeding, and (ii) if required by the Mortgagee, consent to the appointment of a receiver or receivers of the Premises and of all the earnings, revenues, rents, issues, profits and income thereof.

**Section 3.04. Control by Mortgagee After Default.** Notwithstanding the appointment of any receiver or liquidator of the Mortgagor, or of any of its property, or of the Premises or any part thereof, the Mortgagee shall be entitled to retain possession and control of all property now and hereafter covered by this Mortgage.

**Section 3.05. Security Agreement Under Uniform Commercial Code.** It is the intention and agreement of the parties hereto that this Mortgage shall constitute a security agreement within the meaning of Article 9 of the Code. For purposes of the Code, Mortgagor is a "debtor" and Mortgagee is a "secured party." Mortgagor hereby agrees that from time to time at its own cost and expense Mortgagor will promptly execute and deliver all further instruments and documents, including, without limitation, financing and continuation statements, and any amendments thereto, and will take all further action and will cause all further action to be taken that Mortgagee may reasonably request in order to create, preserve, perfect and protect the security interest in the Premises or to enable Mortgagee to exercise and enforce its rights and remedies hereunder or to preserve, perfect and protect the Mortgagor's right, title and interest in and to the Premises. Mortgagor hereby authorizes Mortgagee to file any financing or continuation statements, and any amendments thereto, and take all such further action and execute all such further documents and instruments as may be necessary or desirable in order to create, preserve, perfect or protect the security interest in the Premises without the signature of the Mortgagor where permitted by law. Whenever applicable law requires the signature of the Mortgagor on a document to be filed to preserve, perfect or protect the security interest in the Premises, Mortgagor hereby appoints Mortgagee as Mortgagor's attorney-in-fact, with full power of substitution, to sign Mortgagor's name on any such instrument or document. Mortgagor shall pay to Mortgagee, on demand, any reasonable expenses incurred by Mortgagee in connection with the preparation, execution, and filing of such statements. Upon the occurrence of any Event of Default, Mortgagee shall have all of the rights and remedies otherwise provided by law or by this Mortgage, subject to the rights of Sub-Tenant under the Facility Lease, including but not limited to the right to require Mortgagor to assemble personal property and make it available to the Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties, the right to take possession of such personal property with or without demand and with or without process of law and the right to sell and dispose of the same and distribute the proceeds according to law. The parties hereto agree that any requirement of reasonable notice shall be met if Mortgagee sends such notice to Mortgagor at least five (5) days prior to the date of sale, disposition or other event giving rise to the required notice, and that the proceeds of any disposition of any such personal property may be applied by Mortgagee first to the reasonable expenses in connection therewith, including reasonable attorneys' fees and legal expenses incurred, and then to payment of the Obligations. The parties hereto further agree that any sale of the personal property held contemporaneously with and upon the same notice as required in Section 3.02 hereof shall be deemed to be a public sale conducted in a commercially reasonable manner.

**Section 3.06. Waiver of Statutory Rights.** To the extent it may lawfully do so, Mortgagor waives any and all right of presentment, protest, notice of protest, demand, notice of dishonor, notice of nonpayment, notice of intent to accelerate, notice of acceleration, appraisal, moratorium, sale in inverse order of alienation, reinstatement, forbearance, homestead, marshalling, valuation, stay, extension, sale, exemption and redemption under the laws of Indiana now or hereafter in force. Neither Mortgagor nor anyone claiming by, through or under Mortgagor will set up, claim or seek to take advantage of any such laws in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the sale of the Premises or any part thereof, or delivery of possession thereof immediately after such sale to the purchaser at such sale.

**Section 3.07. Remedies Not Exclusive.** Mortgagee shall be entitled to enforce payment of the Obligations and performance and to exercise all rights and powers under this Mortgage or under any other agreement or any laws now or hereafter in force, notwithstanding that some or all of the Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, security interest, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce, or cause to be enforced, this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee. Mortgagor acknowledges that Mortgagee, in the exercise of the remedies provided in this Mortgage, does not intend to become a "mortgagee in possession," and Mortgagee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

#### ARTICLE IV

##### Miscellaneous

**Section 4.01. Credits Waived.** The Mortgagor will not claim nor demand nor be entitled to any credit or credits against the Obligations for so much of the taxes assessed against the Premises or any part thereof, as is equal to the tax rate applied to the amount due on this Mortgage or any part thereof, and no deductions shall otherwise be made or claimed from the taxable value of the Premises or any part thereof by reason of this Mortgage or the Obligations.

**Section 4.02. No Releases.** The Mortgagor agrees that in the event the Premises (or any part thereof or interest therein) are sold, with the written consent of the Mortgagee and pursuant to the terms of the Committed Loan Agreement, and the Mortgagee enters into any agreement with the then owner of the Premises extending the time of payment of the Obligations, or otherwise modifying the terms hereof, the Mortgagor shall continue to be liable for the payment and/or performance of, and observance and/or compliance with, the Obligations, according to the tenor of any such agreement unless expressly released and discharged in writing by the Mortgagee.

**Section 4.03. Notices.** All notices, requests, demands and other communications hereunder shall be in writing (including telecopier or similar writing) and shall be given to such party at its address or telecopier number set forth in or designated pursuant to the Committed Loan Agreement or the Uncommitted Loan Agreement, as applicable. Each such notice, request or other communication shall be effective (i) if given by telecopier or other form of facsimile transmission, when the recipient



confirms legible transmission thereof, or (ii) if given by any other means, when delivered at the address set forth in or designated pursuant to the Committed Loan Agreement or the Uncommitted Loan Agreement, as applicable.

**Section 4.04. Binding Obligations.** The provisions and covenants of this Mortgage shall run with the land, shall be binding upon the Mortgagor and shall inure to the benefit of the Mortgagee, subsequent holders of this Mortgage, and the respective successors and assigns of the foregoing. For the purpose of this Mortgage, the term "Mortgagor" shall include and refer to the Mortgagor named herein, any subsequent owners of the Premises (or any part thereof or interest therein), and their respective heirs, executors, legal representatives, successors and assigns.

**Section 4.05. Legal Construction.**

(i) THIS MORTGAGE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF INDIANA.

(ii) THE MORTGAGOR AND MORTGAGEE EACH EXPRESSLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY TO THE EXTENT ALLOWED BY LAW. THE MORTGAGOR AND MORTGAGEE EACH ACKNOWLEDGE THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN BARGAINED FOR AND THAT THEY HAVE BEEN REPRESENTED BY COUNSEL IN CONNECTION THEREWITH.

(iii) Nothing in this Mortgage shall require the Mortgagor to pay, or the Mortgagee to accept, interest in an amount which would subject the Mortgagee to any damages, penalty or forfeiture under applicable law. In the event that the payment of any charges, fees or other sums due hereunder which are or could be held to be in the nature of interest and which would subject the Mortgagee to any damages, penalty or forfeiture under applicable law, then *ipso facto*, the obligations of the Mortgagor to make such payment shall be reduced to the highest non-usurious amount authorized under applicable law. Should the Mortgagee receive any payment which is or would be in excess of the highest non-usurious amount authorized under applicable law, such payment shall have been, and shall be deemed to have been, made in error and shall automatically be held by the Mortgagee as additional cash collateral for the payment, performance and/or observance of and/or compliance with the Obligations.

**Section 4.06. Captions.** The captions of the Articles and Sections of this Mortgage are for the purpose of convenience only and are not intended to be a part of this Mortgage and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

**Section 4.07. Further Assurances.** The Mortgagor shall do, execute, acknowledge and deliver, at the sole cost and expense of the Mortgagor, all and every such further acts, deeds, conveyances, mortgages, assignments, estoppel certificates, notices of assignment, transfers and assurances as the Mortgagee may require from time to time in order to better assure, convey, grant, assign, transfer and confirm unto the Mortgagee, the rights now or hereafter intended to be granted to the Mortgagee under this Mortgage, any other instrument executed in connection with this Mortgage or any other instrument under which the Mortgagor may be or may hereafter become bound to convey, mortgage or assign to the Mortgagee for carrying out the intention of facilitating the performance of the terms of this Mortgage. The Mortgagor hereby appoints the Mortgagee its attorney-in-fact to execute, acknowledge and deliver for and in the name of the Mortgagor any and all of the instruments mentioned in this Section 4.07 and this power, being coupled with an interest, shall be irrevocable as long as any part of the Obligations remain unpaid or undischarged.

**Section 4.08. Severability.** Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction or prohibited or unenforceable as to any person or entity shall, as to such



jurisdiction, person or entity be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction or as to any other person or entity.

**Section 4.09. General Conditions.**

(i) This Mortgage cannot be altered, amended, modified or discharged orally and no executory agreement shall be effective to modify or discharge it in whole or in part, unless it is in writing and signed by the party against whom enforcement of the modification, alteration, amendment or discharge is sought.

(ii) No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of the Mortgagee in exercising any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default, or any acquiescence therein. Acceptance of any payment (other than a monetary payment in cure of a monetary default) after the occurrence of an Event of Default shall not be deemed a waiver of or a cure of such Event of Default and every power and remedy given by this Mortgage to the Mortgagee may be exercised from time to time as often as may be deemed expedient by the Mortgagee. Nothing in this Mortgage shall limit or diminish the obligation of the Mortgagor to pay, perform, observe and/or comply with the Obligations in the manner and at the time and place therein respectively expressed.

(iii) No waiver by the Mortgagee will be effective unless it is in writing and then only to the extent specifically stated. Without limiting the generality of the foregoing, any payment made by the Mortgagee for insurance premiums, taxes, assessments, water rates, sewer rentals, levies, fees or any other charges affecting the Premises, shall not constitute a waiver of the Mortgagor's default in making such payments and shall not obligate the Mortgagee to make any further payments.

(iv) After an Event of Default has occurred and is continuing, the Mortgagee shall have the right to appear in and defend any action or proceeding, in the name and on behalf of the Mortgagor which the Mortgagee, in its discretion, believes may adversely affect the Premises or this Mortgage. After an Event of Default has occurred and is continuing, the Mortgagee shall also have the right to institute any action or proceeding which the Mortgagee, in its discretion, believes should be brought to protect its interest in the Premises or its rights hereunder. All costs and expenses incurred by the Mortgagee in connection with such actions or proceedings including, without limitation, reasonable attorneys' fees and expenses, shall be paid by the Mortgagor on demand and shall be secured by this Mortgage.

(v) In the event of the passage after the date of this Mortgage of any law of any governmental authority having jurisdiction hereof or the Premises, deducting from the value of land for the purpose of taxation, affecting any lien thereon or changing in any way the laws for the taxation of deeds of trust or debts secured by deeds of trust for federal, state or local purposes, or the manner of the collection of any such taxes, so as to adversely affect this Mortgage, the Mortgagor shall promptly pay, or cause to be paid, to the Mortgagee, on demand, all taxes, costs and charges for which the Mortgagee is or may be liable as a result thereof.

(vi) The Mortgagor acknowledges that it has received a true copy of this Mortgage provided without charge.

(vii) For purposes of this Mortgage, whenever the circumstances or the context of this Mortgage so requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neuter and vice versa.

(viii) For purposes of this Mortgage, the term "foreclosure" shall be construed to include the term "private sale".

**Section 4.10. Other Security; Multisite Real Estate Transaction.** Mortgagor acknowledges that this Mortgage may be one of a number of other mortgages and other security documents (collectively, "Other Security Documents") which secure, or will secure, the payment, performance and/or observation of and/or compliance with the Obligations. Mortgagor agrees that the lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of the Mortgagee and, without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by Mortgagee of any security for or guarantors of payment, performance and/or observation of and/or compliance with the Obligations, or by any failure, neglect or omission on the part of the Mortgagee to realize upon or protect any of the Obligations or any of the collateral security therefor including the Other Security Documents. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or any disposition of any of the Obligations or any of the collateral security therefor, including the Other Security Documents or of any guarantee thereof. Mortgagee may, at its discretion, foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Security Documents without first exercising or enforcing any of its rights and remedies hereunder, or may foreclose, exercise any power of sale, or exercise any other right available under this Mortgage without first exercising or enforcing any of its rights or remedies under any or all of the Other Security Documents. Such exercise of Mortgagee's rights and remedies under any or all of the Other Security Documents shall not in any manner impair the duty to pay or discharge the Obligations or otherwise impair the lien of this Mortgage, and any exercise of the rights or remedies pursuant to this Mortgage shall not impair the lien of any of the Other Security Documents or any of Mortgagee's rights and remedies thereunder. Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the Other Security Documents separately or concurrently and in any order that Mortgagee may deem appropriate. Notwithstanding the foregoing, the Obligations need only be paid once and at such time as the Obligations are paid in full, all security therefor will be released.

**Section 4.11. Tenant at Sufferance.** Following any sale of the Premises, or any part thereof, under the provisions of this Mortgage, all persons and parties in possession of the property sold shall be obligated to immediately vacate the Premises, and prior to such vacation shall be tenants at sufferance of the purchaser of the property sold and shall be subject to eviction in an action of enforceable detainer; provided, however, that the provisions of this Section shall be subject to any agreements made in writing by Mortgagee with reference to any existing and/or future Leases including the Facility Lease; and provided, further, that the purchaser at any foreclosure sale shall, except to the extent Mortgagee has previously agreed in writing otherwise, have the option to affirm any then existing Leases or tenancies or otherwise succeed to the rights of Mortgagee thereunder.

**Section 4.12. Estoppel Certificates.** From time to time, within ten (10) days after receipt of a written request by the Mortgagee, the Mortgagor shall furnish a written statement, signed and, if requested, acknowledged, certifying the amount of the Obligation then owing and that no offsets or defenses are claimed to exist against the Obligations, and, at the request of Mortgagee, the then state of facts relevant to the condition of the Premises.

**Section 4.13. Future Advances.** It is understood and agreed that this Mortgage secures present and future advances made under the Committed Loan Agreement and the Uncommitted Loan Agreement and that the priority and lien of such future advance(s) and any and all additional indebtedness of the Mortgagor to the Mortgagee incurred in connection with the Premises whether or not incurred or becoming payable under the provisions hereof and whether as future advancements or otherwise, shall relate back to the date of the recording of this Mortgage and be secured hereby.

**Section 4.14. Lease in Effect.** Notwithstanding any term or condition of this Mortgage to the contrary, to the extent that any term or condition of this Mortgage precludes or preempts Mortgagor and/or the Lessee from exercising any of the rights available to Mortgagor and/or Lessee under the Lease Agreement or the Agreement for Lease or conflicts with any term or condition of the Lease Agreement or the Agreement for Lease, the provisions of the Lease Agreement or the Agreement for Lease, as the case may be, shall control for so long as and to the extent that any such conflicting or inconsistent term or condition contained in the Lease Agreement or the Agreement for Lease shall remain in full force and effect.

**Section 4.15. Nondisturbance.** By accepting this Mortgage, Mortgagee agrees that, so long as the Lessee or Sub-Tenant is not in default under the Agreement for Lease or the Lease Agreement beyond any applicable notice and/or grace periods, in the event of foreclosure of this Mortgage or delivery of a deed in lieu of foreclosure, Mortgagee will not disturb the Lessee's or Sub-Tenant's possession of the Real Property provided that each of the Lessee and Sub-Tenant has executed and delivered to Mortgagee a Subordination, Nondisturbance and Attornment Agreement substantially in the respective forms attached hereto as Exhibit "B-1" and Exhibit "B-2" and has complied with its obligations thereunder.

**Section 4.16. Use of Proceeds.** The Obligations constitute business loans and all proceeds thereof shall be used solely for business purposes.

**Section 4.17. No Merger of Interests.** Unless expressly provided otherwise, in the event that ownership hereof and title to the fee and/or leasehold estates in the Premises encumbered hereby shall become vested in the same person or entity, this Mortgage shall not merge in said title but shall continue to be and remain a valid and subsisting lien on said estates in the Premises for the amount secured hereby.

**Section 4.18. CONSENT TO JURISDICTION. THE MORTGAGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY: (i) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS MORTGAGE OR ANY RELATED DOCUMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF; (ii) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS, AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME; (iii) APPOINTS CT CORPORATION SYSTEM, WHICH CURRENTLY MAINTAINS A NEW YORK CITY OFFICE SITUATED AT 1633 BROADWAY, NEW YORK, NEW YORK 10019, UNITED STATES, AS ITS AGENT TO RECEIVE SERVICE OF PROCESS OR OTHER LEGAL SUMMONS FOR PURPOSES OF ANY SUCH ACTION OR PROCEEDING AND AGREES, SO LONG AS THE MORTGAGOR HAS ANY OBLIGATION UNDER THIS MORTGAGE OR THE RELATED DOCUMENTS, THAT IT WILL MAINTAIN A DULY APPOINTED AGENT IN NEW YORK CITY FOR THE SERVICE OF SUCH PROCESS OR SUMMONS, AND FURTHER AGREES THAT IF IT FAILS TO MAINTAIN SUCH AN AGENT, ANY SUCH PROCESS OR SUMMONS MAY BE SERVED BY MAILING A COPY THEREOF BY REGISTERED MAIL, OR A FORM OF MAIL SUBSTANTIALLY EQUIVALENT THERETO, ADDRESSED TO IT AT ITS ADDRESS SET FORTH IN OR DESIGNATED PURSUANT TO SECTION 4.03 HEREIN, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING; AND (iv) AGREES THAT NOTHING HEREIN SHALL**



**AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION.**

Section 4.19 No Action Contrary to the Lessee's Rights under the Lease or the Agreement for Lease. So long as no Event of Default (as defined in the Lease and the Agreement for Lease) has occurred and is continuing under the Lease or the Agreement for Lease and subject respectively to the terms and conditions of the Lease and the Agreement for Lease, Mortgagee shall not take or cause to be taken any action contrary to the rights of the Lessee under the Lease and the Agreement for Lease; provided, however, that nothing contained herein shall limit any rights any Secured Party may have against the Mortgagor pursuant to the Uncommitted Loan Agreement, the Committed Loan Agreement or any of the Related Documents to which it is a party.



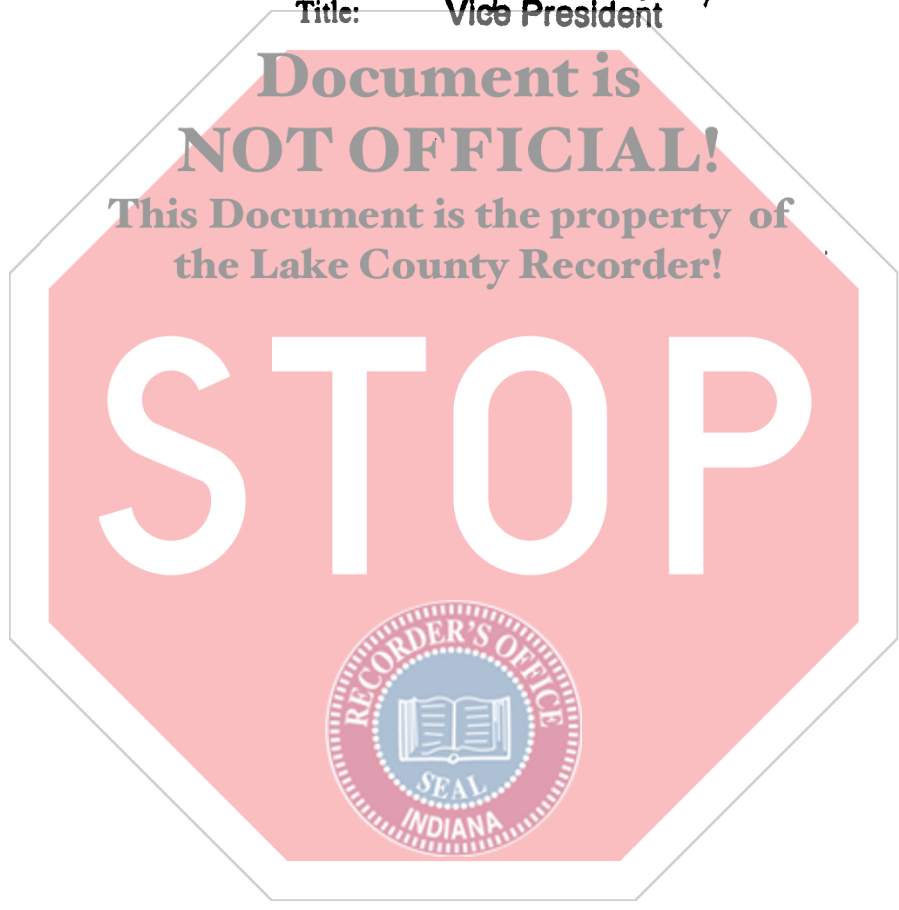


IN WITNESS WHEREOF, this Mortgage has been duly executed by the Mortgagor as of the date first above written.

WINSLOW HILL FUNDING, LIMITED PARTNERSHIP,  
a Delaware limited partnership

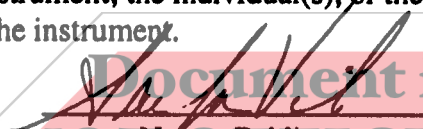
By: Winslow Hill Capital, Inc.,  
its General Partner

By: Frank Conley  
Name: Frank Conley  
Title: Vice President



State of New York )  
 ) ss.  
County of New York )

On the 14<sup>th</sup> day of August, in the year 2000, before me, the undersigned, personally appeared FRANK CONLEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public



Lake County, Indiana

**EXHIBIT "A"**

**Legal Description**



**EXHIBIT A**

**LEGAL DESCRIPTION OF PREMISES**

**PARCEL "A"**

A part of Fractional Sections (15) and (16) all in Township (37) North, Range (9) West, Second Principal Meridian, Lake County, Indiana more particularly described as follows:

Commencing at Point "L" said point being located 200.00 feet northwesterly at right angles from the approximate centerline of the Indiana Harbor Canal (Book 44, Page 472-475, Lake County, Indiana) and on the northeastern right of way line of the Elgin, Joliet and Eastern Railway Company (said point referenced in Parcel Three (3), Item Three (3), Group Six (6) of the First Mortgage to the Bankers Trust Company from Youngstown Sheet and Tube Company, recorded in Volume 308 of Mortgages, Page 1, Office of the Recorder, Lake County, Indiana); thence North  $46^{\circ}55'58''$  West (this and all subsequent bearings are based upon Indiana State Plane Coordinates, West Zone, NAD 27, 2nd Principal Meridian) along the northeastern right of way line of said Elgin, Joliet and Eastern Railway Company, a distance of 739.92 feet; thence North  $43^{\circ}04'02''$  East, at right angles to said northeastern right of way, a distance of 538.15 feet to the Point of Beginning of this description; thence along the following (8) bearings and distances; (1) North  $46^{\circ}05'24''$  East, 257.00 feet (2) South  $43^{\circ}54'36''$  East, 16.00 feet (3) North  $46^{\circ}05'24''$  East, 74.00 feet (4) South  $43^{\circ}54'36''$  East, 30.00 feet (5) South  $20^{\circ}02'54''$  West, 82.00 feet (6) South  $46^{\circ}05'24''$  West, 187.00 feet (7) South  $59^{\circ}40'47''$  West, 72.35 feet (8) North  $43^{\circ}54'36''$  West, 65.00 feet to the point of beginning and containing 0.552 acres, more or less.

**PARCEL "B"**

Commencing at Point "L", said point being located 200.00 feet northwesterly at right angles from the approximate centerline of the Indiana Harbor Canal (Book 44, Page 472-475, Lake County, Indiana) and on the northeastern right of way line of the Elgin, Joliet and Eastern Railway Company (said point referenced in Parcel Three (3), Item Three (3), Group Six (6) of the First Mortgage to the Bankers Trust Company from Youngstown Sheet and Tube Company, recorded in Volume 308 of Mortgages, Page 1, Office of the Recorder, Lake County, Indiana); thence North  $46^{\circ}55'58''$  West (this and all subsequent bearings are based upon Indiana State Plane Coordinates, West Zone, NAD 27, 2nd Principal Meridian) along the northeastern right of way line of said Elgin, Joliet and Eastern Railway Company, a distance of 621.43 feet; thence North  $43^{\circ}04'02''$  East, at right angles to said northeastern right of way, a distance of 658.07 feet to the Point of Beginning of this description; thence along the following (7) bearings and distances; (1) North  $46^{\circ}05'24''$  East, 131.00 feet (2) North  $23^{\circ}41'25''$  East, 80.00 feet (3) North  $46^{\circ}05'24''$  East, 149.00 feet (4) South  $43^{\circ}54'36''$  East, 88.00 feet (5) South  $46^{\circ}05'24''$  West, 307.00 feet (6) South  $50^{\circ}22'12''$  West, 47.10 feet (7) North  $43^{\circ}54'36''$  West, 54.00 feet to the point of beginning and containing 0.596 acres, more or less.



## Easement Parcels

### **EAST BRIDGE ROAD**

A 30.00 foot wide easement for access being part of Fractional Sections (15) and (16) both in Township (37) North, Range (9) West, Second Principal Meridian, Lake County, Indiana more particularly described as follows:

Commencing at Point "L", said point being located 200.00 feet northwesterly at right angles from the approximate centerline of the Indiana Harbor Canal (Book 44, Page 472-475, Lake County, Indiana) and on the northeastern right of way line of the Elgin, Joliet and Eastern Railway Company (said point referenced in Parcel Three (3), Item Three (3), Group Six (6) of the First Mortgage to the Bankers Trust Company from Youngstown Sheet and Tube Company, recorded in Volume 308 of Mortgages, Page 1, Office of the Recorder, Lake County, Indiana); thence North  $46^{\circ}55'58''$  West (this and all subsequent bearings are based upon Indiana State Plane Coordinates, West Zone, NAD 27, 2nd Principal Meridian) along the northeastern right of way line of said Elgin, Joliet and Eastern Railway Company, a distance of 621.43 feet; thence North  $43^{\circ}04'02''$  East, at right angles to said northeastern right of way, a distance of 658.07 feet to the westerly corner of lease parcel "B" for the cogeneration facility; thence North  $46^{\circ}05'24''$  East along the northwesterly line of said parcel "B" a distance of 74.00 feet; thence North  $43^{\circ}54'36''$  West a distance of 15.00 feet to the Point of Beginning of this description, which describes the centerline of said 30.00 foot wide easement; thence South  $46^{\circ}05'24''$  West a distance of 131.46 feet along the approximate centerline of a road; thence South  $59^{\circ}40'47''$  West a distance of 81.51 feet, along the approximate centerline of said road also being along the north side of the blast furnace (BF) maintenance office; thence North  $72^{\circ}38'46''$  West a distance of 42.14 feet along the approximate centerline of said road and the north side of the blast furnace (BF) maintenance office; thence North  $30^{\circ}26'30''$  West a distance of 124.74 feet along the northeast side of the BF utilities operations building to the point of beginning of a tangent curve to the left having a radius of 153.61 feet, a central angle of  $75^{\circ}59'37''$  and a long chord bearing North  $68^{\circ}26'19''$  West a distance of 189.13 feet; thence Northwesterly along said curve a length of 203.74 feet along said roadway and along the northeast side of the BF welfare building to the point of tangency; thence South  $73^{\circ}33'53''$  West a distance of 103.44 feet along said roadway and along the northwest side of the flat rolled chemical lab and the east side of the Main Office Building to the point of curvature of a tangent curve to the right, having a radius of 127.56 feet, a central angle of  $91^{\circ}05'07''$  and a long chord bearing North  $60^{\circ}53'34''$  West a distance of 182.10 feet; thence Northerly and Northwesterly along said curve a length of 202.79 feet along said roadway and the east side of the Main Office Building to the point of tangency; thence North  $15^{\circ}21'00''$  West a distance of 28.66 feet along said roadway and the east side of the Main Office Building to the end of the east approach of the east bridge; thence North  $74^{\circ}50'12''$  West a distance of 493.17 feet along the approximate centerline of the east bridge approach; thence South  $85^{\circ}51'55''$  West a distance of 166.43 feet along the approximate centerline of said east bridge; thence South  $66^{\circ}33'48''$  West a distance of 221.25 feet along the approximate centerline of said east bridge; thence South  $50^{\circ}06'38''$

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West a distance of 87.32 feet along the approximate centerline of said east bridge; thence South  $45^{\circ}56'49''$  West a distance of 861.98 feet along the approximate centerline of the east bridge to the approximate location to the guard house and to a point on the North Right of Way Line of Riley Road, said point being the terminus of said centerline description. The sidelines of said 30.00 foot easement are extended and /or shortened as to meet at angle points on said North Right of Way line of Riley Road.

#### WEST BRIDGE ROAD

A 30.00 foot wide easement for access being part of Fractional Sections (9), (10), (15) and (16) all in Township (37) North, Range (9) West, Second Principal Meridian, Lake County, Indiana more particularly described as follows:

Commencing at Point "L", said point being located 200.00 feet northwesterly at right angles from the approximate centerline of the Indiana Harbor Canal (Book 44, Page 472-475, Lake County, Indiana) and on the northeastern right of way line of the Elgin, Joliet and Eastern Railway Company (said point referenced in Parcel Three (3), Item Three (3), Group Six (6) of the First Mortgage to the Bankers Trust Company from Youngstown Sheet and Tube Company, recorded in Volume 308 of Mortgages, Page 1, Office of the Recorder, Lake County, Indiana); thence North  $46^{\circ}55'58''$  West (this and all subsequent bearings are based upon Indiana State Plane Coordinates, West Zone, NAD 27, 2nd Principal Meridian) along the northeastern right of way line of said Elgin, Joliet and Eastern Railway Company, a distance of 621.43 feet; thence North  $43^{\circ}04'02''$  East, at right angles to said northeastern right of way, a distance of 658.07 feet to the westerly corner of lease parcel "B" for the cogeneration facility; thence North  $46^{\circ}05'24''$  East along the northwesterly line of said parcel "B" a distance of 74.00 feet; thence North  $43^{\circ}54'36''$  West a distance of 15.00 feet to the Point of Beginning of this description, which describes the centerline of said 30.00 foot wide easement; thence South  $46^{\circ}05'24''$  West a distance of 131.46 feet; along the approximate centerline of a road; thence South  $59^{\circ}40'47''$  West a distance of 81.51 feet, along the approximate centerline of said road also being along the north side of the blast furnace (BF) maintenance office; thence North  $72^{\circ}38'46''$  West a distance of 42.14 feet along the approximate centerline of said road and the north side of the blast furnace (BF) maintenance office; thence North  $30^{\circ}26'30''$  West a distance of 124.74 feet along the northeast side of the BF utilities operations building to the point of beginning of a tangent curve to the left having a radius of 153.61 feet, a central angle of  $75^{\circ}59'37''$  and a long chord bearing North  $68^{\circ}26'19''$  West a distance of 169.13 feet; thence Northwesterly along said curve a length of 203.74 feet along said roadway and along the northeast side of the BF welfare building to the point of tangency; thence South  $73^{\circ}33'53''$  West a distance of 103.44 feet along said roadway and along the northwest side of the flat rolled chemical lab and the east side of the Main Office Building to the point of curvature of a tangent curve to the right, having a radius of 127.56 feet, a central angle of  $91^{\circ}05'07''$  and a long chord bearing North  $60^{\circ}53'34''$  West a distance of 182.10 feet; thence Northerly and Northwesterly along said curve a length of 202.79 feet along said roadway and the east side of the Main Office Building to the point of tangency; thence North  $45^{\circ}21'35''$  East a distance of 212.58 feet along said roadway and the east side of the iron foundry, to the point of curvature of a

West a distance of 87.32 feet along the approximate centerline of said east bridge; thence South  $45^{\circ}56'49''$  West a distance of 861.98 feet along the approximate centerline of the east bridge to the approximate location to the guard house and to a point on the North Right of Way Line of Riley Road, said point being the terminus of said centerline description. The sidelines of said 30.00 foot easement are extended and /or shortened as to meet at angle points on said North Right of Way line of Riley Road.

#### WEST BRIDGE ROAD

A 30.00 foot wide easement for access being part of Fractional Sections (9), (10), (15) and (16) all in Township (37) North, Range (9) West, Second Principal Meridian, Lake County, Indiana more particularly described as follows:

Commencing at Point "L", said point being located 200.00 feet northwesterly at right angles from the approximate centerline of the Indiana Harbor Canal (Book 44, Page 472-475, Lake County, Indiana) and on the northeastern right of way line of the Elgin, Joliet and Eastern Railway Company (said point referenced in Parcel Three (3), Item Three (3), Group Six (6) of the First Mortgage to the Bankers Trust Company from Youngstown Sheet and Tube Company, recorded in Volume 308 of Mortgages, Page 1, Office of the Recorder, Lake County, Indiana); thence North  $46^{\circ}55'58''$  West (this and all subsequent bearings are based upon Indiana State Plane Coordinates, West Zone, NAD 27, 2nd Principal Meridian) along the northeastern right of way line of said Elgin, Joliet and Eastern Railway Company, a distance of 621.43 feet; thence North  $43^{\circ}04'02''$  East, at right angles to said northeastern right of way, a distance of 658.07 feet to the westerly corner of lease parcel "B" for the cogeneration facility; thence North  $46^{\circ}05'24''$  East along the northwesterly line of said parcel "B" a distance of 74.00 feet; thence North  $43^{\circ}54'36''$  West a distance of 15.00 feet to the Point of Beginning of this description, which describes the centerline of said 30.00 foot wide easement; thence South  $46^{\circ}05'24''$  West a distance of 131.46 feet; along the approximate centerline of a road; thence South  $59^{\circ}40'47''$  West a distance of 81.51 feet, along the approximate centerline of said road also being along the north side of the blast furnace (BF) maintenance office; thence North  $72^{\circ}38'46''$  West a distance of 42.14 feet along the approximate centerline of said road and the north side of the blast furnace (BF) maintenance office; thence North  $30^{\circ}26'30''$  West a distance of 124.74 feet along the northeast side of the BF utilities operations building to the point of beginning of a tangent curve to the left having a radius of 153.61 feet, a central angle of  $75^{\circ}59'37''$  and a long chord bearing North  $68^{\circ}26'19''$  West a distance of 189.13 feet; thence Northwesterly along said curve a length of 203.74 feet along said roadway and along the northeast side of the BF welfare building to the point of tangency; thence South  $73^{\circ}33'53''$  West a distance of 103.44 feet along said roadway and along the northwest side of the flat rolled chemical lab and the east side of the Main Office Building to the point of curvature of a tangent curve to the right, having a radius of 127.56 feet, a central angle of  $91^{\circ}05'07''$  and a long chord bearing North  $60^{\circ}53'34''$  West a distance of 182.10 feet; thence Northerly and Northwesterly along said curve a length of 202.79 feet along said roadway and the east side of the Main Office Building to the point of tangency; thence North  $45^{\circ}21'35''$  East a distance of 212.58 feet along said roadway and the east side of the iron foundry, to the point of curvature of a

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tangent curve to the left, having a radius of 197.00 feet, a central angle of  $53^{\circ}49'35''$  and a long chord bearing North  $18^{\circ}26'48''$  East a distance of 178.34 feet; thence Northeasterly along said curve, also being along the north side of the machine shops, a length of 185.07 feet to the point of tangency; thence North  $08^{\circ}28'00''$  West a distance of 64.89 feet along the north side of the central shops to the point of curvature of a tangent curve to the right, having a radius of 446.73 feet, a central angle of  $25^{\circ}14'08''$  and a long chord bearing North  $04^{\circ}09'04''$  East a distance of 195.17 feet; thence Northerly along said curve, also being along the north side of the central shops a length of 196.76 feet to the point of tangency; thence North  $16^{\circ}46'08''$  East a distance of 115.41 feet along the north side of the central shops to the point of curvature of a tangent curve to the right having a radius of 341.49 feet, a central angle of  $32^{\circ}38'36''$  and a long chord bearing North  $33^{\circ}05'26''$  East a distance of 191.94 feet; thence Northeasterly along said curve, also being along the north side of the central shops, a length of 194.56 feet to the point of tangency; thence North  $49^{\circ}24'44''$  East a distance of 819.13 feet along the north side of the fabrication shop; thence North  $57^{\circ}46'16''$  East a distance of 163.13 feet along the north side of the fabrication shop; thence North  $46^{\circ}34'28''$  East a distance of 519.18 feet along the north side of said fabrication shop to the point of curvature of a tangent curve to the left having a radius of 383.04 feet, a central angle of  $42^{\circ}46'15''$  and a long chord bearing North  $25^{\circ}11'20''$  East a distance of 279.34 feet; thence Northeasterly along said curve, also along the north side of said fabrication shop, a length of 285.94 feet to the point of tangency; thence North  $03^{\circ}48'13''$  East a distance of 61.80 feet along said north side of the fabrication shops to the point of curvature of a tangent curve to the left, having a radius of 186.80 feet, a central angle of  $77^{\circ}40'43''$  and a long chord bearing North  $35^{\circ}02'09''$  West a distance of 233.67 feet; thence Northwesterly along said curve a length of 252.58 feet to the point of tangency; thence North  $73^{\circ}52'30''$  West a distance of 901.36 feet along the south side of the steel producing facility; thence North  $57^{\circ}23'47''$  West a distance of 397.38 feet along the south side of said steel producing facility to the point of curvature of a tangent curve to the right having a radius of 232.43 feet, a central angle of  $46^{\circ}33'31''$  and a long chord bearing North  $34^{\circ}07'01''$  West a distance of 183.72 feet; thence Northwesterly along said curve, also along the south side of said steel producing facility, a length of 188.87 feet to the point of tangency; thence North  $10^{\circ}50'16''$  West a distance of 252.06 feet along the west side of the steel producing facility to the point of curvature of a tangent curve to the left having a radius of 297.87 feet, a central angle of  $37^{\circ}06'56''$  and a long chord bearing North  $29^{\circ}23'43''$  West a distance of 189.60 feet; thence Northwesterly along said curve, also being along the west side of said steel producing facility, a length of 192.96 feet to the point of tangency; thence North  $47^{\circ}57'11''$  West a distance of 156.86 feet along the west side of said steel producing facility to the point of curvature of a tangent curve to the left having a radius of 400.06 feet, a central angle of  $28^{\circ}04'07''$  and a long chord bearing North  $61^{\circ}59'15''$  West a distance of 194.03 feet; thence Northwesterly along said curve, also being along the northeast side of the No. 2 pump house, a length of 195.98 feet to the point of tangency; thence North  $76^{\circ}01'18''$  West a distance of 380.22 feet along the north side of the steel plant paint shop; thence North  $73^{\circ}39'25''$  West a distance of 1214.16 feet, along the north side of the No. 9 lift station to the point of curvature of a tangent curve to the right, having a radius of 1142.79 feet, a central angle of  $24^{\circ}40'46''$  and a long chord bearing North  $61^{\circ}19'02''$  West a distance of 488.45 feet; thence Northwesterly along said curve, also being along the north side of the contractor badge reading station — steel plant, a length of 492.25 feet to the point of tangency; thence North  $48^{\circ}58'38''$  West a distance of 303.22 feet to the southeast approach of the west bridge and the point of curvature of

a tangent curve to the left, having a radius of 127.85 feet, a central angle  $95^{\circ}11'44''$  and a long chord bearing South  $83^{\circ}25'30''$  West a distance of 188.81 feet; thence Westerly along said curve and the west side of the steel producing annex and the approximate centerline of the west bridge, a length of 212.42 feet to the point of tangency; thence South  $35^{\circ}49'38''$  West a distance of 932.64 feet along the west side of the steel producing annex to the point of curvature of a tangent curve to the left having a radius of 609.96 feet, a central angle of  $66^{\circ}30'43''$ , and a long chord bearing South  $02^{\circ}34'16''$  West a distance of 668.98 feet; thence Southerly along said curve and the approximate centerline of the west bridge a length of 708.08 feet to the point of tangency; thence South  $30^{\circ}41'06''$  East a distance of 1017.47 feet along the approximate centerline of said west bridge to the point of curvature of a tangent curve to the right having a radius of 595.61 feet, a central angle of  $74^{\circ}08'37''$  and a long chord bearing South  $06^{\circ}23'13''$  West a distance of 718.09 feet; thence Southerly along said curve and along the approximate centerline of said west bridge a length of 770.76 feet to the point of tangency; thence South  $43^{\circ}27'32''$  West a distance of 2363.18 feet along the approximate centerline of said west bridge; thence South  $60^{\circ}17'02''$  West a distance of 162.89 feet to a point on the East Right of Way Line of Dickey Place, said point being the terminus of said centerline description. The sidelines of said 30.00 foot easement are extended and/or shortened as to meet at angle points on said East Right of Way Line of Dickey Place.

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#### PARCEL CONNECTION EASEMENT AREA:

Commencing at Point "L", said point being located 200.00 feet northwesterly at right angles from the approximate centerline of the Indiana Harbor canal (Book 44, Page 472-475, Lake County, Indiana) and on the northeastern right of way line of the Elgin, Joliet and Eastern Railway Company (said point referenced in Parcel Three (3), Item Three (3), Group Six (6) of the First Mortgage to the Bankers Trust Company from Youngstown Sheet and Tube Company, recorded in Volume 308 of Mortgages, Page 1, Office of the Recorder, Lake County, Indiana); thence North  $46^{\circ}55'58''$  West (this and all subsequent bearings are based upon Indiana State Plane Coordinates, West Zone, NAD 27, 2nd Principal Meridian) along the northeastern right of way line of said Elgin, Joliet and Eastern Railway Company, a distance of 621.43 feet; thence North  $43^{\circ}04'02''$  East, at right angles to said northeastern right of way, a distance of 658.07 feet to the westerly corner of Parcel "B"; thence North  $46^{\circ}05'24''$  East along the northwesterly line of Parcel "B", 74.00 feet to the Point of Beginning of this description; thence North  $43^{\circ}54'36''$  West, 30.00 feet to the northeasterly line of Parcel "A"; thence North  $46^{\circ}05'24''$  East, along said line, 57.33 feet; thence North  $20^{\circ}02'54''$  East, along the easterly line of Parcel "A", 28.33 feet; thence South  $66^{\circ}18'35''$  East, 29.41 feet to the westerly line of Parcel "B"; thence South  $23^{\circ}41'25''$  West, along said line, 40.00 feet; thence South  $46^{\circ}05'24''$  West 57.00 feet to the Point of Beginning and containing 0.062 acres more or less.

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EXHIBIT "B-1"

FORM OF SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT

AGREEMENT made as of the 18th day of August 2000 between IRONSIDE ENERGY LLC ("Tenant"), an Indiana limited liability company having an address at 8407 Virginia Street, Merrillville, Indiana 46410, Attention V. Michael Alverson, and THE BANK OF NOVA SCOTIA, a Canadian chartered bank having an address at One Liberty Plaza, New York, New York 10006 Attention: Kevin Scheinkopf, as collateral agent (in such capacity, the "Mortgagee") under that certain Security and Intercreditor Agreement dated as of the date hereof for the benefit of (i) the Banks that are parties to the Committed Loan Agreement referred to below (the "Banks") and the Mortgagee, as agent for such banks (the "Bank Agent"), (ii) the Conduit party to the Uncommitted Loan Agreement referred to below (the "Conduit") and the Mortgagee, as agent for the Conduit (the "Conduit Agent"), (iii) the Purchasers that are parties to the Liquidity Asset Purchase Agreement referred to below (the "Liquidity Providers") and the Mortgagee, as agent for the Liquidity Providers (the "Liquidity Agent") and as agent for the Conduit (the "Administrator"), and (iv) itself, as Mortgagee.

WITNESSETH:

WHEREAS, Winslow Hill Funding, Limited Partnership ("Winslow"), the Banks and the Bank Agent have executed and delivered that certain Committed Loan Agreement dated as of August 18, 2000 (as same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Committed Loan Agreement"), pursuant to which, on the terms and conditions specified therein, the Banks have agreed to make revolving credit loans to Winslow up to the maximum aggregate principal amount, when taken together with advances under the Uncommitted Loan Agreement (as hereinafter defined), of Sixty-One Million Four Hundred Forty Thousand and 00/100 Dollars (\$61,440,000.00); Winslow, Conduit and the Conduit Agent have executed and delivered that certain Uncommitted Loan Agreement dated as of August 18, 2000 (as amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Uncommitted Loan Agreement"), pursuant to which, on the terms and conditions specified therein, Conduit has agreed to consider requests for revolving credit advances to Winslow up to the maximum aggregate principal amount, when taken together with advances under the Committed Loan Agreement, of Sixty-One Million Four Hundred Forty Thousand Eight Hundred and 00/100 Dollars (\$61,440,000.00); the Liquidity Providers, the Conduit, the Administrator and the Liquidity Agent have executed and delivered that certain Liquidity Asset Purchase Agreement dated as of August 18, 2000 (as the same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Liquidity Asset Purchase Agreement"), pursuant to which the Liquidity Providers may be required to purchase from the Conduit revolving credit loans that the Conduit has made to the Mortgagor up to the maximum aggregate principal amount, when taken together with revolving credit loans made by the Banks under the Committed Loan Agreement, of Sixty-Two Million Six Hundred Sixty-Eight Thousand Eight Hundred and 00/100 Dollars (\$62,668,800.00); and which amounts, together with interest thereon, are secured by a certain mortgage or mortgages, including but not limited to a certain Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (as same from time to time may be amended, restated, supplemented or modified, hereinafter referred to as the "Mortgage") on the property described in Exhibit "A" annexed hereto and made a part hereof (the "Premises") made by Winslow to Mortgagee;



WHEREAS, Winslow has entered into an Agreement for Lease dated as of August 18, 2000, between Winslow, as owner, and Tenant, as agent, (as same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Agreement for Lease"), pursuant to which Tenant has agreed to construct and equip the Premises on behalf of Winslow;

WHEREAS, Winslow has entered into a Lease Agreement dated as of August 18, 2000, between Winslow, as lessor, and Tenant, as lessee (as same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Lease Agreement"), pursuant to which Tenant has or may in the future lease the Premises from Winslow;

WHEREAS, Tenant has entered into that certain LTV/Ironside Lease Agreement dated as of November 15, 1999 between Tenant, as lessor of the Facility (as defined therein) and sublessor of the Ground Leasehold Estate (as defined therein), and Sub-Tenant, as lessee of the Facility and sub-lessee of the Ground Leasehold Estate (as the same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Facility Lease").

WHEREAS, Tenant desires to be assured of certain rights with respect to the Premises under the respective terms of the Agreement for Lease and the Lease Agreement, if an event of default occurs under the Mortgage; and

WHEREAS, Mortgagee has agreed to grant those certain rights to Tenant, subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants contained herein, Tenant and Mortgagee agree as follows:

1. Subordination. Tenant agrees that the Tenant's leasehold interest in the Premises created pursuant to the Agreement for Lease and the Lease Agreement and all of Tenant's rights thereunder and the rights of any other person claiming by, through or under Tenant, including Sub-Tenant, shall be fully subject and subordinate to the lien of the Mortgage, and to all of Mortgagee's rights thereunder.

2. Non-Disturbance. In the event of foreclosure of the Mortgage, Mortgagee will not terminate the Agreement for Lease or Lease Agreement or join Tenant, Sub-Tenant or any other subtenant of Tenant under a sublease permitted under the terms of the Agreement for Lease or Lease Agreement in any foreclosure action or proceeding for the purpose of terminating the Agreement for Lease or the Lease Agreement, or otherwise affecting Tenant's rights thereunder, so long as no Event of Default (as defined in the Agreement for Lease or the Lease Agreement) thereunder has occurred, which has not been cured within any applicable grace and notice periods.

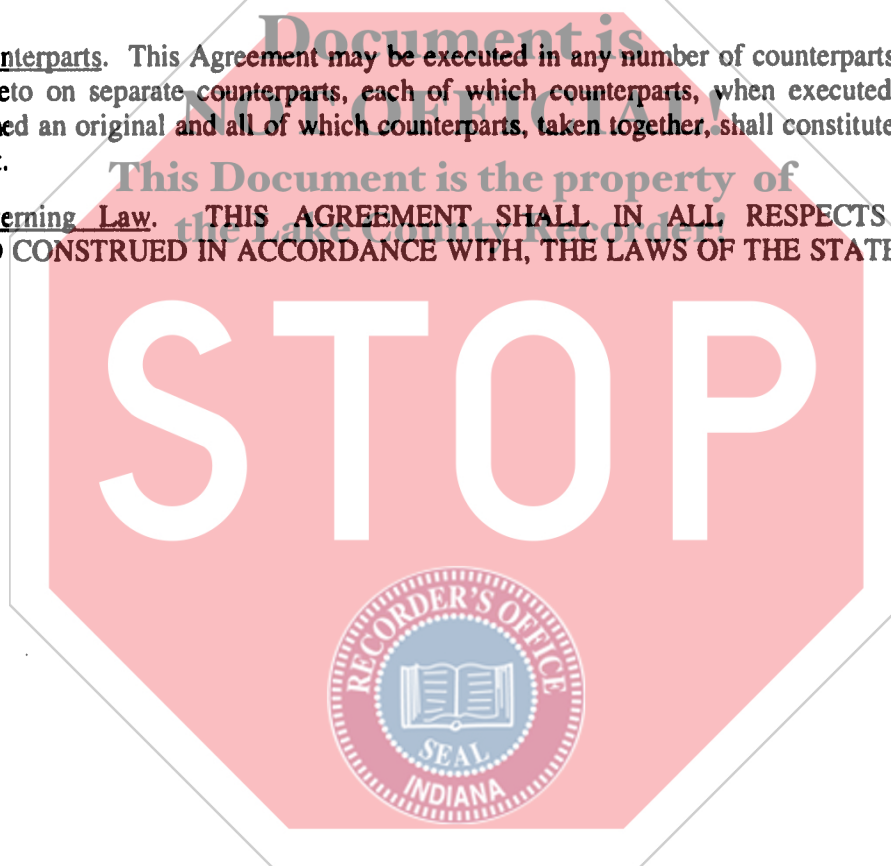
3. Attornment. In the event of foreclosure of the Mortgage or delivery of a deed to the Premises in lieu of foreclosure of the Mortgage and the purchaser upon foreclosure or a grantee under a deed in lieu of foreclosure of the Mortgage thereby succeeds to the position of owner under the Agreement for Lease or lessor under the Lease Agreement, as the case may be, Tenant shall attorn to and accept such purchaser or grantee as owner under the Agreement for Lease or lessor under the Lease Agreement, as the case may be, and be bound to perform all of the obligations imposed upon the Tenant thereunder. So long as no Event of Default (as defined in the Agreement for Lease or the Lease Agreement) has occurred under the Agreement for Lease or the Lease Agreement, such purchaser or grantee will not disturb the possession of Tenant, Sub-Tenant or any other subtenant of Tenant under a sublease permitted under the terms of the Agreement for Lease or Lease Agreement or any of the other rights of Tenant under the Agreement for Lease, the Lease Agreement or the other Lease Documents (as such term is defined in the Mortgage).

So long as Tenant has quiet enjoyment of the Premises, Tenant further agrees (a) to attorn to and recognize (i) Mortgagee when in possession of the Premises, (ii) a receiver appointed in an action or proceeding to foreclose the Mortgage, (iii) a purchaser upon foreclosure or a grantee under a deed in lieu of foreclosure of the Mortgage, or (iv) any subsequent purchaser of the Premises, as owner under the Agreement for Lease or lessor under the Lease Agreement, as the case may be, and (b) upon request and within a reasonable period of time, to execute and deliver to said person or entity any instrument or instruments in recordable form which may be necessary or appropriate to effect the performance of the agreements herein contained.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto and cannot be changed or terminated orally.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

6. Governing Law. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF INDIANA.



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

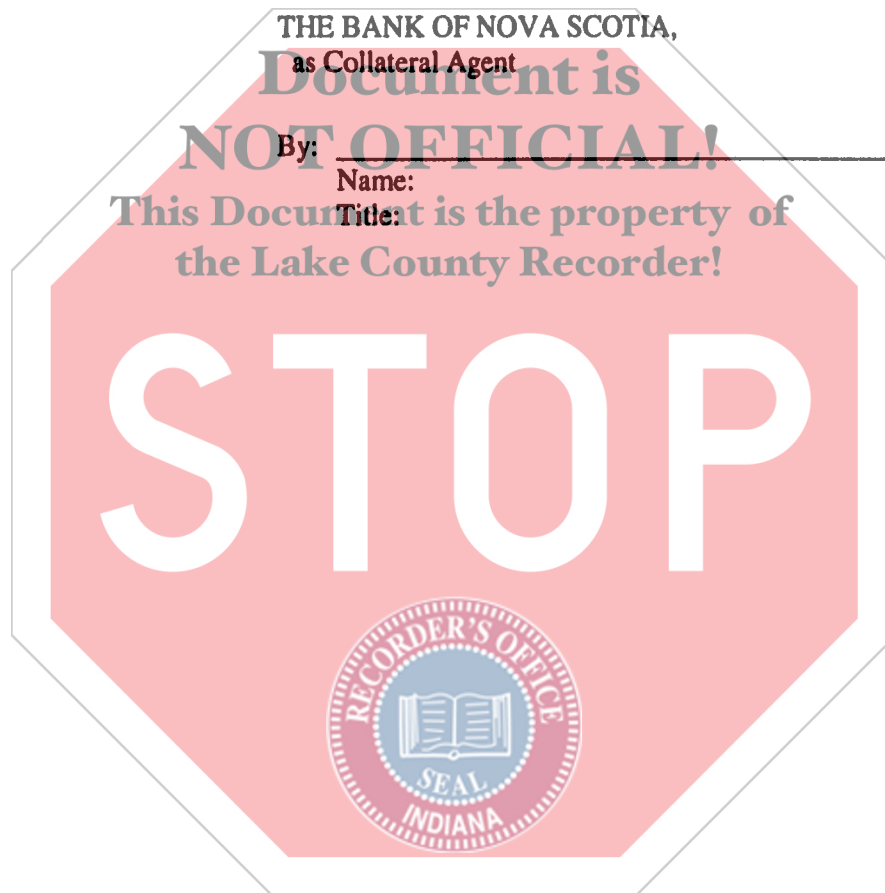
IRONSIDE ENERGY LLC,  
an Indiana limited liability company

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NOVA SCOTIA,  
as Collateral Agent

**Document is NOT OFFICIAL!**  
By: \_\_\_\_\_  
Name:  
Title:

This Document is the property of  
the Lake County Recorder!





**ACKNOWLEDGEMENTS**

**[State Specific]**



[SUB-TENANT SNDA]

EXHIBIT B-2  
FORM OF SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT

AGREEMENT made as of the \_\_\_\_ day of August 2000, between LTV STEEL COMPANY, INC. ("Sub-Tenant"), a New Jersey corporation having an address at BP America Building - - 40th Floor, 200 Public Square -- 13th Floor, Cleveland, Ohio 44114, Attention: Glenn J. Moran, and THE BANK OF NOVA SCOTIA, a Canadian chartered bank having an address at One Liberty Plaza, New York, New York 10006 Attention: Kevin Scheinkopf, as collateral agent (in such capacity, the "Mortgagee") under that certain Security and Intercreditor Agreement dated as of the date hereof for the benefit of (i) the Banks that are parties to the Committed Loan Agreement referred to below (the "Banks") and the Mortgagee, as agent for such banks (the "Bank Agent"), (ii) the Conduit party to the Uncommitted Loan Agreement referred to below (the "Conduit") and the Mortgagee, as agent for the Conduit (the "Conduit Agent"), (iii) the Purchasers that are parties to the Liquidity Asset Purchase Agreement referred to below (the "Liquidity Providers") and the Mortgagee, as agent for the Liquidity Providers (the "Liquidity Agent") and as agent for the Conduit (the "Administrator"), and (iv) itself, as Mortgagee.

WITNESSETH:

WHEREAS, Winslow Hill Funding, Limited Partnership ("Winslow"), the Banks and the Bank Agent have executed and delivered that certain Committed Loan Agreement dated as of August \_\_\_\_, 2000 (as same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Committed Loan Agreement"), pursuant to which, on the terms and conditions specified therein, the Banks have agreed to make revolving credit loans to Winslow; Winslow, Conduit and the Conduit Agent have executed and delivered that certain Uncommitted Loan Agreement dated as of August \_\_\_\_, 2000 (as amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Uncommitted Loan Agreement"), pursuant to which, on the terms and conditions specified therein, Conduit has agreed to consider requests for revolving credit advances to Winslow; the Liquidity Providers, the Conduit, the Administrator and the Liquidity Agent have executed and delivered that certain Liquidity Asset Purchase Agreement dated as of August \_\_\_\_, 2000 (as the same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Liquidity Asset Purchase Agreement"), pursuant to which the Liquidity Providers may be required to purchase from the Conduit revolving credit loans that the Conduit has made to the Mortgagor; and which advances, together with interest thereon, are secured by a certain mortgage or mortgages, including but not limited to a certain Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (as same from time to time may be amended, restated, supplemented or modified, hereinafter referred to as the "Mortgage") on the property described in Exhibit "A" annexed hereto and made a part hereof (the "Premises") made by Winslow to Mortgagee;

WHEREAS, Winslow has entered into an Agreement for Lease dated as of August \_\_\_\_, 2000, between Winslow, as owner, and Ironside Energy LLC ("Tenant"), as agent, (as same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Agreement for Lease"), pursuant to which Tenant has agreed to construct and equip the Premises on behalf of Winslow;

WHEREAS, Winslow has entered into a Lease Agreement dated as of August ~~18~~ 2000, between Winslow, as lessor, and Tenant, as lessee (as same may be amended, restated, supplemented,

extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Lease Agreement"), pursuant to which Tenant has or may in the future lease the Premises from Winslow;

WHEREAS, Tenant has entered into that certain LTV/Ironside Lease Agreement dated as of November 15, 1999 between Tenant, as lessor of the Facility (as defined therein) and sublessor of the Ground Leasehold Estate (as defined therein), and Sub-Tenant, as lessee of the Facility and sub-lessee of the Ground Leasehold Estate (as the same may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, hereinafter referred to as the "Facility Lease").

WHEREAS, Sub-Tenant desires to be assured of certain rights with respect to the Premises under the terms of the Facility Lease, if an event of default occurs under the Mortgage; and

WHEREAS, Mortgagee has agreed to grant those certain rights to Sub-Tenant, subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants contained herein, Sub-Tenant and Mortgagee agree as follows:

1. Subordination. Sub-Tenant agrees that the Sub-Tenant's leasehold interest in the Premises created pursuant to the Facility Lease and all of Sub-Tenant's rights thereunder shall be fully subject and subordinate to the lien of the Mortgage, and to all of Mortgagee's rights thereunder.

2. Non-Disturbance. In the event of foreclosure of the Mortgage, Mortgagee will not terminate the Facility Lease or join Sub-Tenant in any foreclosure action or proceeding for the purpose of terminating the Facility Lease, or otherwise affecting Sub-Tenant's rights thereunder, so long as no event of default thereunder has occurred which has not been cured within any applicable grace and notice periods.

3. Recognition and Attornment; New Lease. (a) In the event of a foreclosure of the Mortgage or delivery of a deed to the Premises in lieu of foreclosure of the Mortgage and if the purchaser upon foreclosure or a grantee under a deed in lieu of foreclosure of the Mortgage thereby succeeds to the position of owner under the Agreement for Lease or lessor under the Lease Agreement, as the case may be, such purchaser or grantee, as the case may be, shall recognize Sub-Tenant as a direct tenant pursuant to the terms of the Facility Lease and Sub-Tenant shall attorn to and accept such purchaser or grantee as lessor, and shall continue to be bound to perform all of the obligations imposed upon the tenant thereunder. So long as no event of default has occurred under the Facility Lease which has not been cured within any applicable grace and cure periods, such purchaser or grantee will not disturb the possession of Sub-Tenant or any of the other rights of Sub-Tenant under the Facility Lease.

(b) So long as Sub-Tenant has quiet enjoyment of the Premises, Sub-Tenant further agrees (a) to attorn to and recognize (i) Mortgagee when in possession of the Premises, (ii) a receiver appointed in an action or proceeding to foreclose the Mortgage, (iii) a purchaser upon foreclosure or a grantee under a deed in lieu of foreclosure of the Mortgage, or (iv) any subsequent purchaser of the Premises, as lessor under the Facility Lease, and (b) upon request and within a reasonable period of time, to execute and deliver to said person or entity any instrument or instruments in recordable form which may be necessary or appropriate to effect the performance of the agreements herein contained.

(c) For the purpose of giving effect to the terms and provisions of this Section 3, Mortgagee and Sub-Tenant hereby agree that, upon the request of either party, Mortgagee and Sub-Tenant shall enter into a new lease on the same terms and conditions as the Facility Lease.

4. Estoppel. Sub-Tenant hereby represents and warrants that the Facility Lease is in full force and effect and has not been modified, amended or changed in any manner that has not been disclosed in writing to Mortgagee, nor is there any default under the Facility Lease nor event which, with the giving of notice or the passage of time or both, would constitute a default under the Facility Lease nor

to the best knowledge of the Sub-Tenant has any party under the Facility Lease commenced any action or given or received any notice for the purpose of terminating the Facility Lease, and all rents, additional rents and other sums due and payable under the Facility Lease on or before the date hereof have been paid in full.

5. No Modification. Sub-Tenant hereby agrees not to enter into, accept or grant any modification, amendment, supplement, restatement, consent or waiver in respect of the Facility Lease other than any amendment, modification, supplement, restatement, consent or waiver which could not reasonably be expected to have a material adverse effect on (a) the construction, operation, maintenance, leasing, ownership, use, value or regulatory status of the Project (as such capitalized term is defined in the Mortgage), (b) the ability of tenant to observe and perform its obligations under the Agreement for Lease and the Lease, (c) the business, assets, properties, financial condition, operations or prospect of Tenant or (d) the rights or interests of Winslow or Mortgagee under this Agreement or the Lease. Notwithstanding the foregoing, tenant agrees that in no event will the Facility Lease be amended, modified, supplemented or restated without the consent of Winslow and Mortgagee to reduce the amount of Adjusted Base Fixed Rent (as defined in the Facility Lease), if the amount of the reduction, when combined with all other reduction in Adjusted Base Fixed Rent occurring since the date of the Facility Lease, would exceed ten Percent (10%) in the aggregate of the Adjusted Base Fixed Rent that existed on the date of the Facility Lease, unless any such reduction in Adjusted Base Fixed Rent is specifically contemplated by the terms of the Facility Lease.

6. Notice by Mortgagee. The Mortgagee shall give prompt notice to Sub-Tenant of any assignment by it of any interest in the Facility Lease and shall require in the documentation of any such assignment that the assignee shall give prompt notice to Sub-Tenant of any further assignment by such assignee.

7. No Transfer to Competitor. The Mortgagee shall not, as long as the Facility Lease is in full force and effect, sell, transfer or otherwise dispose of the Project to any Competitor (as defined in the Facility Lease) of Sub-Tenant and shall require any purchaser or assignee of any interest in the Project to agree not to sell, transfer or otherwise dispose of the Project to any Competitor of Sub-Tenant.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto and cannot be changed or terminated orally.

9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

10. Governing Law. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF INDIANA.



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

LTV STEEL COMPANY, INC.,  
a New Jersey corporation

By: \_\_\_\_\_  
Name:  
Title:



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

LTV STEEL COMPANY, INC.,  
a New Jersey corporation

By: \_\_\_\_\_

Name:

Title:



**ACKNOWLEDGEMENTS**

[State Specific]



**EXHIBIT A**  
**Legal Description**

