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**FIRST AMENDMENT TO MORTGAGE,
OPEN-END MORTGAGE, ADVANCE MONEY MORTGAGE, CREDIT LINE MORTGAGE,
ASSIGNMENT, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, FIXTURE FILING
AND FINANCING STATEMENT**

made by and between

**AFS-KEYSTONE, INC.
"Mortgagor"**

and

**CITICORP U.S.A., INC., as Collateral Agent
"Mortgagee"**

**Dated as of August 19, 2003
Property of
the Lake County Recorder!**

**Location: 4831 Hohman Avenue
Hammond, Indiana**

**PREPARED BY, RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**

**Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022-6069
Attn: Malcolm M. Kratzer, Esq.
File # 48-310**

CHICAGO TITLE INSURANCE COMPANY

62003584

NOTE: If this Amendment to Mortgage, the Mortgage which this Amendment to Mortgage amends, or the Notes secured by the Mortgage which this Amendment to Mortgage amends are in your possession, DO NOT DESTROY THEM. State law may require presentation of this Amendment to Mortgage, the Mortgage and/or the Notes in order to obtain a termination or release of the Mortgage (as amended by this Amendment to Mortgage) upon satisfaction of the indebtedness secured thereby. The termination or release must be recorded in the city, town, county or parish records for the jurisdiction in which the land described in Exhibit A is located.

Site No. 2

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**FIRST AMENDMENT TO MORTGAGE,
OPEN-END MORTGAGE, ADVANCE MONEY MORTGAGE, CREDIT LINE MORTGAGE,
ASSIGNMENT, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, FIXTURE FILING
AND FINANCING STATEMENT**

THIS FIRST AMENDMENT TO MORTGAGE, OPEN-END MORTGAGE, ADVANCE MONEY MORTGAGE, CREDIT LINE MORTGAGE, ASSIGNMENT, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (this "*Instrument*"), dated as of August 19, 2003, is entered into by and between AFS-KEYSTONE, INC., a Delaware corporation (as successor to Amsted Industries Incorporated ("*Mortgagor*"), having its principal office at 205 N. Michigan Avenue, 44th Floor, Chicago, Illinois 60601, and CITICORP U.S.A., INC., a Delaware corporation, having its principal office at 399 Park Avenue, New York, New York 10043, as Collateral Agent (in such capacity, "*Collateral Agent*," and together with its successors and assigns, "*Mortgagee*") for the Secured Parties under and as defined in the Credit Agreement (defined below) (which Secured Parties include, for purposes of this Instrument, the Holders of Specified Debt (as defined in the Mortgage, defined below, as modified by this Instrument)).

WITNESSETH THAT, WHEREAS, Mortgagor, Mortgagee and others entered into that certain Credit Agreement dated as of August 13, 1999, as amended by Amendment No. 1 thereto dated as of August 25, 2000, Amendment No. 2 thereto dated as of November 30, 2001 and Amendment No. 3 thereto dated as of December 6, 2002 (collectively, the "*Existing Credit Agreement*");

WHEREAS, Mortgagor is the record owner and holder of that certain real property described in Exhibit A attached hereto and by this reference incorporated herein, together with the Improvements (as defined in the Mortgage) constructed thereon;

WHEREAS, Mortgagor has executed and delivered that certain instrument (the "*Mortgage*") entitled "Mortgage, Open-End Mortgage, Advance Money Mortgage, Credit Line Mortgage, Assignment, Assignment of Rents, Security Agreement, Fixture Filing and Financing Statement" dated as of October 16, 2000 and recorded on October 25, 2000 in the Official Records of Lake County, Indiana, as Document No. 2000 077737;

WHEREAS, the Mortgage secures, among other things, the obligations of Mortgagor under the Existing Credit Agreement and the obligations of Mortgagor in respect of Specified Debt (as defined in the Existing Credit Agreement);

WHEREAS, the parties to the Existing Credit Agreement now desire to amend and restate the Existing Credit Agreement pursuant to the terms of that certain Amended and Restated Credit Agreement dated as of even date herewith (as from time to time hereafter amended, amended and restated, supplemented, extended or otherwise modified, the "*Credit Agreement*") by and among Mortgagor, Collateral Agent and the other Secured Parties referred to therein; and

WHEREAS, concurrently therewith, Mortgagor and Mortgagee desire to amend the Mortgage as set forth below,

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the mutual receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Instrument shall have the same meanings ascribed to such capitalized terms in the Mortgage, as amended by this Instrument, or if not defined therein, in the Credit Agreement.

2. Credit Agreement. All references in the Mortgage to the "Credit Agreement" shall be deemed to be references to the Credit Agreement as defined in this Instrument.

3. Subsidiary Agreement. All references in the Mortgage to "Subsidiary Guaranty dated August 13, 1999" are hereby deleted and replaced with "Guaranty".

4. Holder of Specified Debt. All references in the Mortgage to "the Bank of Montreal, Harris Bank and the Bank of Tokyo" are hereby deleted and replaced with "certain financial institutions".

5. Citicorp U.S.A., Inc. All references in the Mortgage to "Citicorp U.S.A., Inc., a national banking association" are hereby deleted and replaced with "Citicorp U.S.A., Inc., a Delaware corporation".

6. Termination Date. All references in the Mortgage to "August 12, 2004" are hereby deleted and replaced with "October 15, 2010". All references in the Mortgage to "August 13, 2004" are hereby deleted and replaced with "October 16, 2010".

Principal Amount. All references in the Mortgage to "\$1,000,000,000" are hereby deleted and replaced with "\$525,000,000.00".

7. Treatment of Borrowings and Repayments. Article II of the Mortgage is hereby amended by inserting the following two Sections immediately following Section 2.02 thereof:

SECTION 2.03. Treatment of Borrowings and Repayments. Pursuant to the Credit Agreement and the documents governing the Specified Debt, the aggregate amount of all Debt obligations under the Credit Agreement and all Specified Debt (collectively, 'Indebtedness') may increase and decrease from time to time as the Secured Parties advance, Borrower repays, and the Secured Parties advance sums on account of such Indebtedness. For purposes of this Mortgage, so long as the balance of the Indebtedness equals or exceeds the Maximum Amount, the amount of the Indebtedness secured by this Mortgage shall at all times equal only the Maximum Amount. Such Secured Obligations represent only a portion of the first sums advanced by the Secured Parties with respect to the Indebtedness.

SECTION 2.04. Reduction of Secured Obligations. The Secured Obligations shall be reduced only by the last and final sums that the Mortgagor repays with respect to the Indebtedness and shall not be reduced by any intervening repayments of the Indebtedness. So long as the balance of the Indebtedness exceeds the Maximum Amount, any payments and repayments of the Indebtedness shall not be deemed to be applied against, or to reduce, the portion of the Indebtedness secured by this Mortgage. Such payments shall instead be deemed to reduce only such portions of the Indebtedness as secured by other collateral located outside the State of Indiana."

8. Limited Amendment; Ratification. This Instrument is given solely to amend the Mortgage as set forth herein. No further amendment or modification is made or intended, and the terms and provisions of the Mortgage shall, except as expressly modified herein, continue in full force and

effect after the date hereof. The warranties, representations, covenants and agreements contained in the Mortgage, as herein expressly amended, are hereby specifically reaffirmed and remade by Mortgagor and the entire Mortgage, as herein expressly amended, is hereby ratified, approved and confirmed in every respect. Mortgagor also hereby ratifies and confirms, as of the date of the Mortgage and as of the date hereof, the liens, encumbrances and security interests in and on the Premises and the Mortgaged Property intended to be created by the Mortgage, as amended hereby.

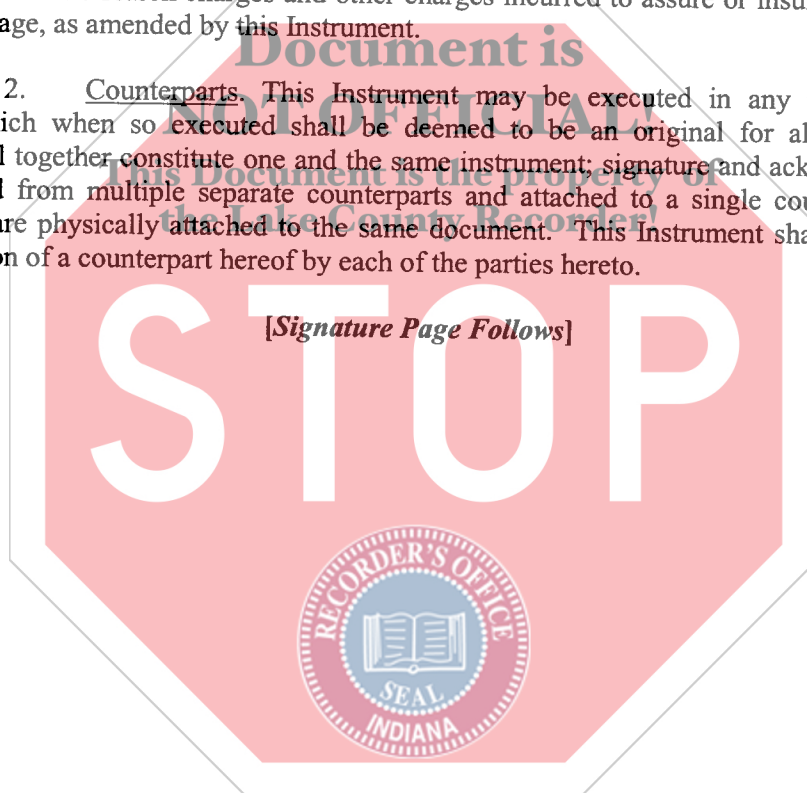
9. No Release or Novation. The Obligations secured by the Mortgage are continuing obligations and nothing contained herein shall be deemed to release, terminate or subordinate any lien, security interest or assignment created or evidenced by the Mortgage and all such liens, security interests and assignments and the priority thereof shall relate back to the date that the Mortgage was filed as referenced in the recitals above. Mortgagor and Mortgagee intend that this Instrument shall in no way affect the priority of the Mortgage or constitute a novation of the indebtedness secured thereby.

10. Successors and Assigns. This Instrument shall bind and inure to the benefit of Mortgagor, Mortgagee and the Secured Parties and their respective successors, substitutes and assigns.

11. Recordation; Costs and Expenses. Mortgagor shall cause this Instrument to be filed and/or recorded in the filing or recording offices referenced in the recitals above and/or such other places as requested by Mortgagee, and Mortgagor shall pay to Mortgagee all expenses incurred by Mortgagee in connection with the preparation, execution, filing and recordation of this Instrument, including, without limitation, attorneys' fees, filing and recording fees, documentary stamp, mortgage and intangible taxes and title search charges and other charges incurred to assure or insure the priority of the lien of the Mortgage, as amended by this Instrument.

12. Counterparts. This Instrument may be executed in any number of original counterparts, which when so executed shall be deemed to be an original for all purposes, and all counterparts shall together constitute one and the same instrument; signature and acknowledgment pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Instrument shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

[Signature Page Follows]



IN WITNESS WHEREOF, Mortgagor and Mortgagee have on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this Instrument to be duly EXECUTED AND DELIVERED by authority duly given.

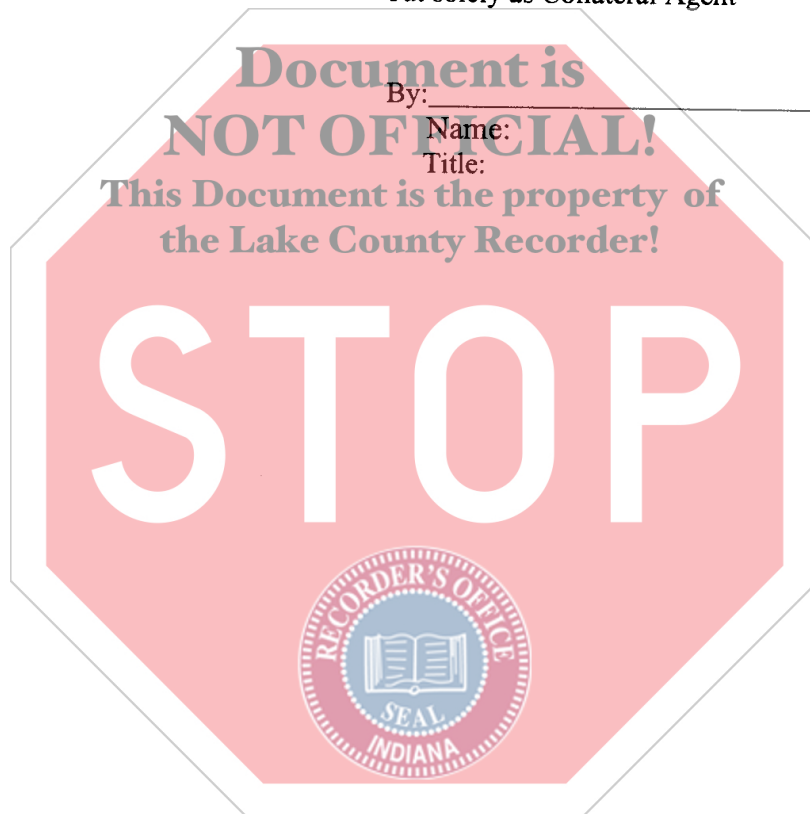
Mortgagor:

ASF-KEYSTONE, INC.,
a Delaware corporation

By: Tom Berg
Name: Tom Berg
Title: ATTORNEY IN FACT

Mortgagee:

CITICORP U.S.A. INC., not in its individual capacity
but solely as Collateral Agent



IN WITNESS WHEREOF, Mortgagor and Mortgagee have on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this Instrument to be duly EXECUTED AND DELIVERED by authority duly given.

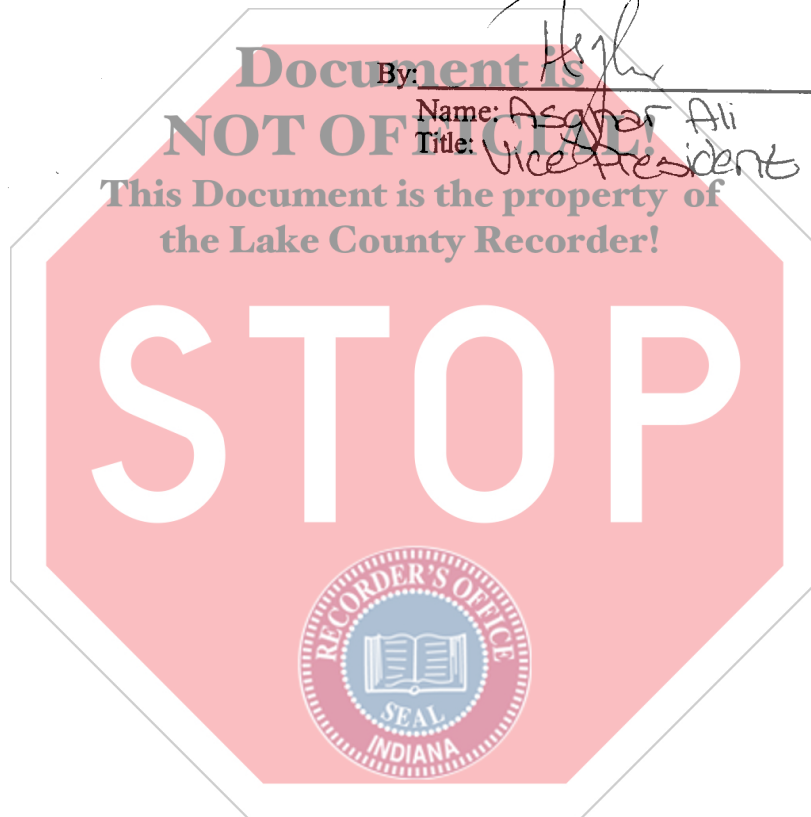
Mortgagor:

AFS-KEYSTONE, INC.,
a Delaware corporation

By: _____
Name:
Title:

Mortgagee:

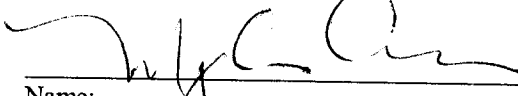
CITICORP U.S.A. INC., not in its individual capacity
but solely as Collateral Agent



STATE OF Illinois)
)ss.
COUNTY OF Cook)

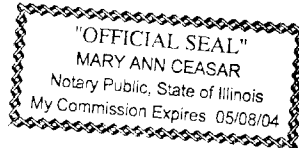
Before me, a Notary Public in and for said County and State, personally appeared Tom Berg, the Attorney in Fact of ASF-KEYSTONE, INC., the within-named bargainer, who acknowledged execution of the foregoing instrument for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand, at office, this 8th day of August, 2003.


Name: _____
Notary Public

My Commission Expires:

5/8/04



This instrument was prepared by Malcolm M. Kratzer, Esq.



STATE OF New York)
) ss.:
COUNTY OF New York)

Before me, a Notary Public in and for said County and State, personally appeared Asghar Ali, the Vice President of CITICORP U.S.A., INC., the within-named bargainer, who acknowledged execution of the foregoing instrument for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand, at office, this 18th day of August, 2003.

Name: Alison E. Jaffe
Notary Public

My Commission Expires:

ALISON E. JEFFE
Notary Public, State of New York
No. 01JE0081498
Qualified in New York County
Certificate Filed In New York County
Commission Expires October 7, 2006

This instrument prepared by Malcolm M. Kratzer, Esq.



EXHIBIT A
LEGAL DESCRIPTION

AFS-KEYSTONE, INC. is a record owner of a fee interest in the property located at 4831 Hohman Avenue, Hammond, Indiana and described on this Exhibit A.

[See Attached Pages for Legal Description]



4831 HOHMAN AVENUE, HAMMOND IN 46327

The land referred to in this Commitment is described as follows:

Parcel 1: A parcel of land in Section 25, Township 37 North, Range 10 West and Section 36, Township 37 North, Range 10 West of the 2nd Principal Meridian lying East of Hohman Avenue, South of Hoffman Street and West of Sohl Avenue, more particularly described as follows to wit: Commencing at the East right-of-way line of Hohman Avenue and the intersection of the South line of Section 25, Township 37 North, Range 10 West, thence North 22 degrees 36 minutes 00 seconds East and a distance of 99.38 feet to the place of beginning; thence South 22 degrees 52 minutes 07 seconds East a distance of 14.2 feet; thence South 66 degrees 24 minutes 00 seconds East a distance of 347.20 feet; thence South 67 degrees 44 minutes 00 seconds East a distance of 116.10 feet; thence South 71 degrees 59 minutes 50 seconds East on an arc 37.83 feet concave to the Southwest whose radii are 3131.74 feet and interior angle is 00 degrees 41 minutes 32 seconds; thence South 74 degrees 10 minutes 24 seconds East on an arc 291.62 feet which is concave to the Southwest whose radii are 1992.08 feet and interior angle is 08 degrees 23 minutes 15 seconds; thence South 78 degrees 24 minutes 00 seconds East a distance of 330.19 feet; thence North 13 degrees 18 minutes 49 seconds West on an arc 2.50 feet which is concave to the Southwest whose radii are 985.37 feet and interior angle is 00 degrees 08 minutes 30 seconds; thence North 06 degrees 48 minutes 39 seconds West on an arc 234.38 feet concave to the Southwest whose radii are 985.37 feet and interior angle is 13 degrees 37 minutes 42 seconds; thence North 00 degrees 10 minutes 00 seconds East a distance of 24.64 feet; thence North 89 degrees 50 minutes 00 seconds West a distance of 18.99 feet; thence North 67 degrees 06 minutes 40 seconds West a distance of 316.73 feet; thence North 53 degrees 39 minutes 20 seconds West on an arc 141.80 feet concave to the Southwest whose radii are 603.85 feet and interior angle is 13 degrees 27 minutes 20 seconds; thence South 56 degrees 47 minutes 31 seconds West a distance of 18.99 feet; thence North 33 degrees 12 minutes 29 seconds West on an arc 26.77 feet concave to the Southwest whose radii are 44.69 feet and interior angle is 34 degrees 18 minutes 51 seconds; thence North 67 degrees 31 minutes 20 seconds West a distance of 373.90 feet; thence North 00 degrees 04 minutes 00 seconds East a distance of 113.15 feet; thence North 89 degrees 28 minutes 00 seconds West a distance of 134.0 feet; thence South 00 degrees 04 minutes 00 seconds West a distance of 115.0 feet; thence South 22 degrees 36 minutes 00 seconds West a distance of 286.31 feet to the point of beginning, all in Lake County, Indiana.

Parcel 2: A parcel of land in Section 36, Township 37 North, Range 10 West of the Second Principal Meridian lying East of Hohman Avenue, South of Hoffman Street, West of Sohl Avenue and North of the Grand Calumet River more particularly described as follows to wit: Commencing at the East right of way line of Hohman Avenue and the intersection of the North line of Section 36, Township 37 North, Range 10 West; thence South 22 degrees 35 minutes 00 seconds West a distance of 86.14 feet to the point of beginning; thence South 58 degrees 52 minutes 13 seconds East a distance of 397.92 feet; thence South 61 degrees 39 minutes 19 seconds East a distance of 132.13 feet; thence North 22 degrees 36 minutes 00 seconds East a distance of 188.11 feet; thence North 68 degrees 27 minutes 58 seconds West on an arc 164.51 feet concave to the Southwest whose radii are 2291.09 feet and interior angle is 08 degrees 13 minutes 08 seconds; thence North 60 degrees 39 minutes 17 seconds West on an arc 134.91 feet concave to the Southwest whose radii are 670.60 feet and interior angle is 11 degrees 31 minutes

36 seconds; thence North 67 degrees 01 minutes 54 seconds West a distance of 115.43 feet; thence North 61 degrees 33 minutes 35 seconds West on an arc 112.48 feet concave to the Southwest whose radii are 480.46 feet and interior angle is 13 degrees 24 minutes 50 seconds; thence South 22 degrees 36 minutes 00 seconds West a distance of 140.79 feet to the point of beginning, all in Lake County, Indiana.

Parcel 3: A parcel of land in Section 36, Township 37 North, Range 10 West of the Second Principal Meridian, more particularly described as follows:

Commencing at the intersection of the East right of way line of Hohman Avenue and the North line of Section 36, Township 37 North, Range 10 West; thence South 22 degrees 36 minutes 00 seconds West 86.14 feet; thence South 58 degrees 52 minutes 13 seconds East 397.92 feet; thence South 61 degrees 39 minutes 19 seconds East 132.13 feet to the place of beginning; thence South 61 degrees 39 minutes 19 seconds East 369.51 feet; thence South 64 degrees 19 minutes 57 seconds East 382.05 feet; thence South 63 degrees 42 minutes 47 seconds East 118.52 feet; thence North 08 degrees 32 minutes 15 seconds West on an arc 366.89 feet which is concave to the Northeast whose radii are 925.37 feet and interior angle is 22 degrees 43 minutes 00 seconds; thence North 19 degrees 53 minutes 45 seconds West 12.74 feet; thence North 17 degrees 45 minutes 15 seconds West on an arc 73.66 feet which is concave to the Southwest whose radii are 985.37 feet and interior angle is 4 degrees 17 minutes 00 seconds; thence North 79 degrees 30 minutes 41 seconds West 146.37 feet; thence South 80 degrees 25 minutes 30 seconds West 37.17 feet; thence North 72 degrees 30 minutes 13 seconds West 10.41 feet; thence North 77 degrees 21 minutes 58 seconds West on an arc 44.76 feet which is concave to the Northeast whose radii are 263.71 feet and interior angle is 9 degrees 43 minutes 30 seconds; thence North 81 degrees 39 minutes 19 seconds West 50.01 feet; thence North 82 degrees 13 minutes 24 seconds West 92.91 feet; thence North 76 degrees 43 minutes 15 seconds West on an arc 107.14 feet which is concave to the Southeast whose radii are 1206.74 feet and interior angle is 05 degrees 05 minutes 20 seconds; thence North 72 degrees 21 minutes 28 seconds West on an arc 145.78 feet which is concave to the Southeast whose radii are 2291.09 feet and interior angle is 3 degrees 38 minutes 44 seconds; thence South 22 degrees 36 minutes 00 seconds East 188.11 to the place of beginning, except the following described tract:

Beginning North 63 degrees 42 minutes 47 seconds West a distance of 100.45 feet West of the Westerly right of way line of Sohl Avenue; thence North 07 degrees 47 minutes 47 seconds East 120.24 feet; thence North 32 degrees 21 minutes 13 seconds West on an arc 388.20 feet which is concave to the Northeast whose radii are 276.99 feet; and interior angle is 80 degrees 18 minutes 00 seconds; thence South 80 degrees 25 minutes 30 seconds East 37.17 feet; thence South 28 degrees 44 minutes 19 seconds East on an arc 376.24 feet which is concave to the Northeast whose radii are 294.99 feet and interior angle is 73 degrees 04 minutes 34 seconds; thence South 07 degrees 47 minutes 47 seconds West 126.26 feet; thence North 63 degrees 42 minutes 47 seconds West a distance of 18.98 feet to the place of beginning, in Lake County, Indiana.

CONSOLIDATED METCO, INC.

UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS

The undersigned, being all of the directors of the Board of Directors (the "Board") of Consolidated Metco, Inc., a Delaware corporation (the "Company"), acting pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, do hereby waive all notice of the time, place and purpose of a special meeting of the Board and hereby adopt, as of this 22 day of July 2003, by this written consent, the following resolutions with the same force and effect as if they had been unanimously adopted at a duly convened meeting of the Board of the Company and direct that this written consent be filed with the minutes of the proceedings of the Board:

Sale and Issuance of Notes

WHEREAS, it is deemed advisable and in the best interests of the Company, AMSTED Industries Incorporated (the "Parent"), and each corporation or limited liability company listed on Exhibit A attached hereto (each, including the Company, a "Subsidiary" and collectively, the "Subsidiaries") that the Parent sell and issue up to \$325,000,000 in aggregate principal amount of senior notes (the "Series A Notes") to Citigroup Global Markets Inc., Banc of America Securities LLC, and/or such other initial purchasers as may be determined by the Attorneys-in-Fact (as defined below) of the Company (collectively, the "Initial Purchasers");

WHEREAS, it is contemplated that each of the Subsidiaries will jointly and severally guarantee (each, a "Guarantee" and collectively, the "Guarantees") the Notes (as hereinafter defined);

WHEREAS, the Initial Purchasers intend to resell the Series A Notes, together with the Guarantees thereof by the Subsidiaries, (a) to "Qualified Institutional Buyers" pursuant to Rule 144A promulgated under the Securities Act of 1933, as amended (the "Act"), and/or (b) pursuant to certain offers and sales that occur outside the United States within the meaning of Regulation S under the Act (collectively, the "Debt Offering");

WHEREAS, to facilitate the sale of the Series A Notes and related Guarantees to the Initial Purchasers and the resale of the Series A Notes and related Guarantees by the Initial Purchasers, the Parent will cause to be prepared a Preliminary Offering Memorandum covering the Series A Notes (the "Preliminary Offering Memorandum") and will make such modifications thereto as required to create a Final Offering Memorandum (together with any other Offering Memorandum caused to be prepared by the Corporation and covering the Series A Notes and related Guarantees, the "Final Offering Memorandum");

WHEREAS, it is contemplated that the Notes and Guarantees will be governed by an Indenture (the "Indenture") between the Parent, the Subsidiaries, in their capacity as guarantors of the Notes, and a trustee (the "Trustee"), which Indenture will provide for, among

other things, the terms of the Notes and the Guarantees, with the title of the Notes to include the interest rate to be borne thereby;

WHEREAS, it is contemplated that the Notes and Guarantees will be sold pursuant to one or more Purchase Agreements among the Parent, the Subsidiaries, and the Initial Purchasers (each such Purchase Agreement being referred to herein as the "Note Purchase Agreement"), pursuant to which the Initial Purchasers will agree to purchase from the Parent the Series A Notes and the Guarantees thereof and the Parent and the Subsidiaries will agree to deliver to the Initial Purchasers the Series A Notes and the Guarantees;

WHEREAS, in connection with the Debt Offering, the Attorneys-in-Fact may deem it necessary and advisable that the Corporation and the Subsidiaries enter into one or more Registration Rights Agreements (each such Registration Rights Agreement being referred to herein as a "Registration Rights Agreement") among the Parent, the Subsidiaries and the Initial Purchasers, for the benefit of the purchasers of the Series A Notes and the Guarantees thereof by the Subsidiaries, providing for the issuance of Series B Notes (which would be substantially identical to the Series A Notes) (the "Series B Notes" and collectively with the Series A Notes, the "Notes") and pursuant to which the Parent would agree to file a registration statement or registration statements under the Act (a "Registration Statement") with respect to an offer to exchange (an "A/B Exchange Offer") the Series A Notes for Series B Notes under the Act, and/or, under certain circumstances, a shelf registration statement to permit the resale of the Series A Notes;

WHEREAS, it is deemed advisable and in the best interests of the Parent and the Subsidiaries to take all necessary actions to consummate the Debt Offering, including without limitation, the preparation a Preliminary Offering Memorandum and Final Memorandum, the execution, the issuance of the Guarantees, the delivery and performance of the Note Purchase Agreement and the Indenture and the issuance of the Series A Notes as described in the Final Offering Memorandum; furthermore, if the Attorneys-in-Fact deem it advisable to consummate the A/B Exchange Offer, it is deemed advisable and in the best interests of the Company to enter into the Registration Rights Agreement and to take any and all necessary actions to consummate the A/B Exchange Offer;

Senior Credit Facility

WHEREAS, it is deemed advisable and in the best interests of Parent and the Subsidiaries that, simultaneously with the closing of the Debt Offering, Parent enters into (i) a new five-year \$120 million senior secured revolving credit facility and (ii) a new seven-year \$425 million senior secured term credit facility;

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement (the "Credit Agreement") by and among the Parent, as Borrower, the Subsidiaries, Citicorp North America, Inc. ("Citicorp"), as administrative agent for the lenders party thereto (the "Lenders"), Bank of America, N.A., as syndication agent, and Citigroup Global Markets Inc. and Bank of America Securities LLC as joint bookrunners and joint lead arrangers, pursuant to which the Lenders agree to make loans to the Parent and certain subsidiaries of the Parent on the terms set forth therein in the aggregate amount not to exceed \$550,000,000;

WHEREAS, the Company desires to enter into the Credit Agreement, the proceeds of which will be used to (i) refinance certain existing indebtedness of the Parent and its subsidiaries, including, without limitation, the Company, (ii) pay fees and expenses owing to the Lenders and Citicorp in connection with the Credit Agreement, and (iii) provide for working capital and other general corporate purposes;

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, the Company is or may be required to execute and deliver from time to time various agreements, instruments and documents, including, without limitation, promissory notes, a guarantee agreement, security agreement, pledge agreement, mortgages, deeds of trust, Uniform Commercial Code financing statements, stock and vote powers and any other agreement, instrument or document required to guarantee the obligations under the Credit Agreement and to grant security interests in the properties and assets of the Company to secure such obligations, all pursuant to the terms and conditions of the Credit Agreement (all such agreements, instruments and documents referred to above, together with the Credit Agreement, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, there has been presented to the Board the Credit Agreement, and the Board deems it advisable and in the best interests of the Company to enter into the Loan Documents, and desires to authorize the execution, delivery and performance of the Loan Documents and the consummation of the financing, the granting of security interests and the other transactions contemplated by the Loan Documents.

NOW, THEREFORE, BE IT

Appointment of Attorney-in-Fact

RESOLVED, that the Board hereby appoints W. Robert Reum, Matthew J. Hower, Thomas C. Berg and Paul F. Fischer as attorneys-in-fact for the Company (each, an "Attorney-in-Fact" and collectively, "Attorneys-in-Fact"), with full power to each of them to act alone, as the true and lawful attorneys and agents of the Company, with full power of substitution and re-substitution, to do or cause to be done all such acts or things and to sign and deliver, or cause to be signed and delivered, all such documents, instruments and certificates, as each may deem necessary, advisable or appropriate to effectuate or carry out the purposes and intent of these resolutions and to perform the obligations of the Company under the agreements and instruments referred to herein and therein, the execution and delivery of such documents, instruments and certificates and the taking of any such action conclusively to evidence the due authorization thereof by the Company;

Authorization of Debt Offering

A. Authorization of the Guarantees

RESOLVED FURTHER, that each of the Attorneys-in-Fact shall be and is hereby authorized and directed in the name and on behalf of the Company to take any and all actions necessary or desirable to prepare and negotiate the form, terms and provisions of the Guarantees;

RESOLVED FURTHER, that each of the Attorneys-in-Fact shall be and is hereby authorized and directed in the name and on behalf of the Company to execute and deliver and cause the performance of the Guarantees, in accordance with the terms of the Indenture, such execution and delivery to evidence the due authorization thereof by the Company;

B. Approval of Indenture

RESOLVED FURTHER, that each of the Attorneys-in-Fact shall be and is hereby authorized and directed in the name and on behalf of the Company to take any and all actions necessary or desirable to prepare and negotiate the form, terms and provisions of the Indenture, including any amended or supplemental indenture as may be approved by any Attorney-in-Fact;

RESOLVED FURTHER, each of the Attorneys-in-Fact shall be and is hereby authorized and directed in the name and on behalf of the Company to (i) execute and deliver the Indenture (or any amendment or supplement to the Indenture, by resolution of the Parent's Board or the Pricing Committee or otherwise) to the Trustee, upon the terms as determined by the Pricing Committee and such officer or Attorneys-in-Fact, such execution and delivery to evidence the due authorization thereof by the Company, (ii) to cause the performance of the Indenture by the Company, (iii) to affix the corporate seal of the Company thereto, if necessary, and (iv) to attest to the same on behalf of the Company and in their name, if necessary;

C. Approval of Note Purchase Agreement; Sale and Issuance of the Notes

RESOLVED FURTHER, each of the Attorneys-in-Fact shall be and is hereby authorized and directed in the name and on behalf of the Company to take any and all actions necessary or desirable to prepare and negotiate the form, terms and provisions of the Note Purchase Agreement;

RESOLVED FURTHER, that each of the Attorneys-in-Fact shall be and is hereby authorized and directed in the name and on behalf of the Company to (i) execute and deliver the Note Purchase Agreement, and any and all documents and instruments contemplated thereby, upon the terms as determined by the Pricing Committee and Attorneys-in-Fact, such execution and delivery to evidence the due authorization thereof by the Company and (ii) cause the performance by the Company of the Note Purchase Agreement;

RESOLVED FURTHER, that each of the Attorneys-in-Fact shall be and is hereby authorized and directed to act on behalf of the Company and in its name in all matters relating to the performance of the Note Purchase Agreement and for that purpose to take any and all actions necessary, appropriate or advisable in relation thereto;

D. Approval of Registration Rights Agreement

RESOLVED FURTHER, that, if the Attorneys-in-Fact deem it appropriate or advisable to proceed with the consummation of an A/B Exchange Offer, each of the Attorneys-in-Fact shall be and is hereby authorized and empowered in the name and on behalf of the Company to take any and all actions necessary or desirable to prepare and negotiate the form, terms and provisions of a Registration Rights Agreement;

RESOLVED FURTHER, that, if the Attorneys-in-Fact deem it appropriate or advisable to proceed with the consummation of an A/B Exchange Offer, each of the Attorneys-in-Fact shall be and is hereby authorized and empowered in the name and on behalf of the Company to (i) execute and deliver a Registration Rights Agreement, and any and all documents and instruments contemplated thereby, upon the terms as determined by such Attorneys-in-Fact, such execution and delivery to evidence the due authorization thereof by the Company and (ii) cause the performance by the Company of such Registration Rights Agreement;

E. Filing of the Registration Statement and "Blue Sky" Registration

RESOLVED FURTHER, that, if the Attorneys-in-Fact deem it appropriate or advisable to proceed with the consummation of an A/B Exchange Offer, each of the Attorneys-in-Fact shall be and is hereby authorized and empowered in the name and on behalf of the Company to qualify (or further qualify, if and as required) the Indenture under the Trust Indenture Act of 1939, as amended, with respect to the Series B Notes, together with the Guarantees thereof by the Subsidiaries, issued in exchange for Series A Notes, together with the Guarantees thereof by the Subsidiaries, in the A/B Exchange Offer;

RESOLVED FURTHER, that, if the Attorneys-in-Fact deem it appropriate or advisable to proceed with the consummation of an A/B Exchange Offer, each of the Attorneys-in-Fact shall be and is hereby authorized and empowered in the name and on behalf of the Company, to prepare, execute and file, or cause to be prepared, executed and filed, with the Securities and Exchange Commission, a Registration Statement to register the Guarantees related to the Series B Notes, and the A/B Exchange Offer (and the shelf registration of the Series B Notes, together with the Guarantees thereof by the Subsidiaries, if required);

RESOLVED FURTHER, that, if the Attorneys-in-Fact deem it appropriate or advisable to proceed with the consummation of an A/B Exchange Offer, each of the Attorneys-in-Fact shall be and is hereby authorized and empowered in the name and on behalf of the Company to take any and all actions necessary to comply with the Act and any requirements of the Securities and Exchange Commission in respect thereof, including (i) the preparation, execution and filing of the Registration Statement; (ii) the preparation, execution and filing from time to time of any amendment, post-effective amendment or papers supplemental to the Registration Statement; and (iii) the preparation and filing of a prospectus or exchange offer or any amendment, supplement or revision thereof, to be filed with such Registration Statement or with any amendment or post-effective amendment to such Registration Statement;

RESOLVED FURTHER, that, if the Attorneys-in-Fact deem it appropriate or advisable to proceed with the consummation of an A/B Exchange Offer, each of the officers of the Company shall be and is hereby authorized and empowered in the name and on behalf of the Company to execute powers of attorney, in such form as he shall deem appropriate, constituting and appointing W. Robert Reum, Matthew J. Hower, Thomas C. Berg and Paul F. Fischer with full power to each of them to act alone, as the true and lawful attorneys and agents of the Company's officers and of the Company, with full power of substitution, to execute and file with the Securities and Exchange Commission, in the name and on behalf of the Company and its

officers or any of them, any and all amendments (including post-effective amendments) to the Registration Statement, with all exhibits thereto, and other documents in connection therewith;

RESOLVED FURTHER, that for purposes of any Registration Statement prepared, executed and filed with respect to an A/B Exchange Offer, Thomas C. Berg be, and he hereby is, designated as the Company's agent for service of process;

RESOLVED FURTHER, that the Attorneys-in-Fact be, and each of them hereby is, authorized and directed in the name and on behalf of the Company to (i) determine the states or other jurisdictions in which appropriate action shall be taken to qualify or register for sale of the Notes, together with the Guarantees thereof by the Subsidiaries, (ii) perform any and all such acts as he may deem necessary or advisable in order to comply with the applicable laws of any such states or other jurisdictions in connection with such sale, and, (iii) execute and file all requisite papers and documents, including but not limited to, applications, reports, surety bonds, irrevocable consents and appointments of attorneys for service of process;

RESOLVED FURTHER, that such specific resolutions as may be (i) required to be adopted by any such state or other jurisdiction in connection with the registration or qualification of the Notes, together with the Guarantees thereof by the Subsidiaries and (ii) approved by the Attorneys-in-Fact or any of them, are hereby adopted;

Authorization of Senior Credit Facilities

RESOLVED FURTHER, that the form, terms and provisions of, and the incurrence of loans, the granting of security interests in the tangible and intangible personal property assets of the Company and the other transactions contemplated by the Loan Documents, and the Company's performance of its obligations thereunder, are hereby, in all respects, authorized and approved;

RESOLVED FURTHER, that each of the Attorneys-in-Fact shall be and hereby is authorized and directed to: (i) execute and deliver the Loan Documents in the name and on behalf of the Company, substantially in the form approved, with such changes therein and modifications thereto as the Attorneys-in-Fact executing the same may in his or her sole discretion approve, which approval shall be conclusively evidenced by his or her execution thereof, and (ii) pledge, mortgage or otherwise encumber, as security for the obligations under the Loan Documents, such tangible and intangible personal property assets of the Company as such officer shall deem necessary or appropriate in connection with the Loan Documents;

RESOLVED FURTHER, that the form, terms and provisions of the Loan Documents and any other instruments, documents or agreements contemplated or required thereby or in connection therewith (collectively, the "Subject Documents"), and the Company's performance of its obligations thereunder, shall be and hereby are, in all respects approved; and further resolved, that each of the Attorneys-in-Fact shall be and hereby is authorized and directed to execute and deliver such Subject Documents in the name and on behalf of the Company, in the form approved with such changes therein and modifications thereto as the Attorneys-in-Fact executing the same may in his or her sole discretion approve, which approval shall be conclusively evidenced by his or her execution thereof;

RESOLVED FURTHER, that each of the Attorneys-in-Fact shall be and is hereby authorized and directed to take all such further actions and to do all such things including, without limitation, paying all such fees and expenses, and arranging for, entering into, executing, and delivering all such further agreements, instruments, documents and certificates (collectively the "Supplemental Instruments") relating to any of the Subject Documents or the transactions contemplated thereunder, in the name and on behalf of the Company, which shall in his or her sole judgment be necessary, proper, or advisable in order to perform the Company's obligations under or in connection with any of the Subject Documents and the transactions contemplated therein, and to carry out fully the intent and effectuate the purposes of this and the foregoing resolutions; and that any and all such further actions heretofore taken or things heretofore done by any Attorneys-in-Fact be and they hereby are ratified and approved;

RESOLVED FURTHER, that the Company's performance of each and every of its obligations under the Subject Documents and the Supplemental Instruments is hereby, in all respects, authorized and approved;

RESOLVED FURTHER, that each of the Attorneys-in-Fact shall be and is hereby authorized and directed to take all such further actions and to do all such things including, without limitation, negotiating, executing and delivering further modifications, amendments, supplements or changes to any of the Subject Documents and/or the Supplemental Instruments, together with such further agreements, instruments, documents, and certificates, in the name and on behalf of the Company, and under its corporate seal or otherwise, which shall in his or her sole judgment be necessary, proper, or advisable in order to modify, amend, supplement or change any of the Subject Documents and/or the Supplemental Instruments at any time in the future, the execution of such modification, amendment, supplement, or other documents evidencing a change, or such further agreement, instrument, document, or certificate to be conclusive evidence that the same is in his or her judgment necessary, proper or advisable;

General Authority and Ratification of Consistent Actions

RESOLVED FURTHER, that the Attorneys-in-Fact are hereby authorized and directed to take such actions as they deem necessary or desirable in order to make the foregoing resolutions fully effective;

RESOLVED FURTHER, that all actions taken by any Attorney-in-Fact or director of the Company prior to the date hereof with respect to the transactions contemplated by the foregoing resolutions be, and hereby are, in all respects confirmed, approved and ratified; and

RESOLVED FURTHER, that this Unanimous Written Consent may be executed in counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being all the members of the Board of Directors of Consolidated Metco, Inc., have hereunto set their hands as of the 22 day of July, 2003.



E. J. Oeltjen

L. O'B. Bradford



IN WITNESS WHEREOF, the undersigned, being all the members of the Board of Directors of Consolidated Metco, Inc., have hereunto set their hands as of the 22 day of July, 2003.

E. J. Oeltjen

L. O. B. Bradford

L. O. B. Bradford

