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UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 2019-000397 08/23/2019	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME	Investec Bank plc
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit			
13a. ORGANIZATION'S NAME North Lake Energy LLC.			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR (CHECK ONE BOX):	<input type="checkbox"/> ITEM 8 (Collateral) OR	<input type="checkbox"/> OTHER INFORMATION (Please Describe)
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15. This FINANCING STATEMENT AMENDMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing	17. Description of real estate: See Schedules A and B to Schedule 1 attached hereto and made a part hereof.
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	

18. MISCELLANEOUS:

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STATE OF INDIANA
LAKE COUNTY
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SCHEDULE I TO UCC-1 FINANCING STATEMENT

2019 000397

2019 AUG 23 AM 9:04

DEBTOR: NORTH LAKE ENERGY LLC. ("DEBTOR")

MICHAEL P. ...
SCL

SECURED PARTY: INVESTEC BANK PLC, as Collateral Agent
("SECURED PARTY")

DATE: February 13, 2019

This financing statement is filed pursuant to a certain Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Mortgage"), made by Debtor, an Indiana limited liability company, for the benefit of Secured Party, and dated as of the date hereof (as the same may be from time to time modified, hereinafter referred to collectively, as the "Mortgagee"), covering the following items of property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "Mortgaged Property") (Any capitalized terms used herein without definition shall have the meaning ascribed to them in the Mortgage):

(a) the Owned Land if any as set forth on Schedule A attached hereto (the "Owned Land");

(b) the leasehold estate created under and by virtue of the Mortgaged Lease described on Schedule B-1, any interest in any fee, greater or lesser title to the Leased Land described in Schedule B-2 and Improvements located thereon (including without limitation the Facility described in Schedule B-3) that Mortgagor may own or hereafter acquire (whether acquired pursuant to a right or option contained in the Mortgaged Lease or otherwise) and all credits, deposits, options, privileges and rights of Mortgagor under the Mortgaged Lease (including all rights of use, occupancy and enjoyment) and under any amendments, supplements, extensions, renewals, restatements, replacements and modifications thereof (including, without limitation, (i) the right to give consents, (ii) the right to receive moneys payable to Mortgagor, (iii) the right, if any, to renew or extend the Mortgaged Lease for a succeeding term or terms, (iv) the right, if any, to purchase the Leased Land and Improvements located thereon, and (v) the right to terminate or modify the Mortgaged Lease); all of Mortgagor's claims and rights to the payment of damages arising under the Bankruptcy Code (as defined below) from any rejection of the Mortgaged Lease by the lessor thereunder or any other party;

(c) all right, title and interest Mortgagor now has or may hereafter acquire in and to the Improvements or any part thereof (whether owned in fee by Mortgagor or held pursuant to the Mortgaged Lease or otherwise) and all the estate, right, title, claim or demand whatsoever of Mortgagor, in possession or expectancy, in and to the Real Estate or any part thereof;

(d) all right, title and interest of Mortgagor in, to and under all easements, rights of way, licenses, operating agreements, abutting strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and flowage rights, development rights, air rights, mineral and soil rights, plants, standing and fallen timber, and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue

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MICHAEL
RECORDS

thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(e) all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings, appliances and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (e) being referred to as the "Equipment");

(f) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or leased to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, lease, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further deed, conveyance, assignment or other act by Mortgagor;

(g) all right, title and interest of Mortgagor in, to and under all leases, subleases, under lettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Mortgagor and whether written or oral and all guaranties of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Mortgagor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Mortgaged Property (as defined below) (collectively, the "Rents");

(h) all of Mortgagor's interest in and to all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all of Mortgagor's interest in and to all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking

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by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein;

(i) to the extent not prohibited under the applicable contract, consent, license or other item unless the appropriate consent has been obtained, all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements and options relating to the purchase or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof, and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate; and

(j) all of Mortgagor's interest in and to all proceeds, both cash and noncash, of the foregoing.

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Schedule A

2019 000397

Legal Description of the Owned Land

2019 AUG 23 AM 9:35

MICHAEL B. BOGGIN
RECORDER

None.

Property of Lake County Recorder

Schedule A

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STATE OF INDIANA
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2019 000397

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Schedule B-1

MICHAEL J. ...

Description of the Mortgaged Lease

Amended and Restated Ground Lease, dated as of May 2, 2011, made by and between ArcelorMittal USA LLC (successor to Inland Steel Company), as Lessor, and North Lake Energy LLC (successor to North Lake Energy Corporation), as Lessee, and recorded May 13, 2011, as Document No. 2011026814 and re-recorded June 17, 2011 as Document No. 2011033007, in the Office of the Recorder of Lake County, Indiana.

Property of Lake County Recorder

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Schedule B-2

2019 000397

Legal Description of the Leased Land

2019 AUG 23 AM 9:12

MICHAEL J. BOYER
RECORDER

Parcel 2:

Part of the Southeast Quarter of Section 2, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

Commencing at point "G", which is a "T" rail monument at the intersection of the Southwesterly right of way line of Aldis Avenue extended and the Northwesterly right-of-way line of Michigan Avenue, now vacated, in the Original Town of Indiana Harbor, as shown in Plat Book 5, page 9, in the Recorder's Office of Lake County, Indiana; thence North 28 degrees 44 minutes 59 seconds East (this and all subsequent bearings are based on the Indiana State Plane Coordinate System), a distance of 11,981.65 feet to the point of beginning of this description; thence North 86 degrees 45 minutes 00 seconds West, a distance of 70.75 feet; thence North 03 degrees 15 minutes 00 seconds East, a distance of 300.00 feet; thence South 86 degrees 45 minutes 00 seconds East, a distance of 282.92 feet; thence South 03 degrees 15 minutes 00 seconds West, a distance of 240.00 feet; thence North 86 degrees 45 minutes 00 seconds West, a distance of 112.17 feet; thence South 03 degrees 15 minutes 00 seconds West, a distance of 60.00 feet; thence North 86 degrees 45 minutes 00 seconds West, a distance of 100.00 feet to the point of beginning.

Parcel 3:

Transmission Easement Legal Description:

A Non-Exclusive Easement rights for the Transmission Easement as granted and created in Ground Lease dated January 30, 1995 and recorded February 6, 1995 as Document No. 95006648 and First Amendment to Ground Lease and Confirmation of Easement Locations dated March 17, 1995 and recorded March 27, 1995 as Document No. 95016143, made between Inland Steel Company, Lessor, and North Lake Energy Corporation, Lessee, and in the unrecorded Second Amendment to Ground Lease for certain premises located at Indiana Harbor Works, East Chicago, Indiana and in Tolling Agreement between Inland Steel Company and North Lake Energy Corporation, dated as of April 24, 1996, and by Amended and Restated Ground Lease dated as of May 2, 2011 and recorded May 13, 2011 as Document No. 2011 026814 and rerecorded June 17, 2011 as Document No. 2011 033007, made by and between ArcelorMittal USA LLC (Successor to Inland Steel Company) to North Lake Energy, LLC (Successor to North Lake Energy Corporation), described as follows:

No. 1: A parcel of land located in Sections 2 and 11, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Lake County, Indiana, the boundary of which is described as follows: Commencing at Point "G" which is a "T" Rail at the intersection of the Southwesterly right-of-way line of Aldis Avenue, now vacated, in the Original Town of Indiana Harbor as shown in Plat Book 5, page 9, in the Lake County Recorder's Office, Indiana; thence North 27 degrees 56 minutes 08 seconds East (This and subsequent bearings based on Indiana State Plane Coordinates), a distance of 12,232.37 feet to the point of beginning; thence North 02 degrees 20 minutes 40 seconds East a distance of 66.81 feet; thence South 79 degrees 07 minutes 31 seconds East a distance of 404.48 feet; thence South 02 degrees 20 minutes 40 seconds

Schedule B-2

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West a distance of 2,544.29 feet; thence South 57 degrees 00 minutes 37 seconds West a distance of 595.38 feet; thence North 32 degrees 17 minutes 23 seconds West a distance of 100.00 feet; thence North 57 degrees 42 minutes 37 seconds East a distance of 542.92 feet; thence North 02 degrees 20 minutes 40 seconds East a distance of 2,405.71 feet; thence North 79 degrees 07 minutes 31 seconds West a distance of 39.95 feet; thence North 03 degrees 15 minutes 00 seconds East a distance of 69.25 feet; thence North 86 degrees 45 minutes 00 seconds West a distance of 261.63 feet to the point of beginning.

No. 2: A parcel of land located in Sections 2 and 11, Township 37 North, Range 9 West of the Second Principal Meridian in the City of East Chicago, Lake County, Indiana, the boundary of which is described as follows: Commencing at Point "G" which is a "T" Rail at the intersection of the Southwesterly right-of-way line of Aldis Avenue, now vacated, in the original Town of Indiana Harbor as shown in Plat Book 5, Page 9, in the Lake County Recorder's Office, Indiana; thence North 27 degrees 56 minutes 08 seconds East (This and subsequent bearings based on Indiana State Plane Coordinates), a distance of 12232.37 feet to the corner of No. 1 above; thence North 02 degrees 20 minutes 40 seconds East 66.81 feet along the West line of said No. 1 to the Northwest corner thereof, and the Point of Beginning of this description; thence continuing North 02 degrees 20 minutes 40 seconds East 90.00 feet; thence South 79 degrees 07 minutes 31 seconds East, 404.48 feet; thence South 02 degrees 20 minutes 40 seconds West, 90.00 feet to the North line of said No. 1; thence North 79 degrees 07 minutes 31 seconds West along said North line, 404.48 feet to the point of beginning.

Parcel 4:

Electrical Access Easement Legal Description:

A Non-Exclusive Easement rights for Electrical Access Easement as granted and created in Ground Lease dated January 30, 1995 and recorded February 6, 1995 as Document No. 95006648 and First Amendment to Ground Lease and Confirmation of Easement Locations dated March 17, 1995 and recorded March 27, 1995 as Document No. 95016143, made between Inland Steel Company, Lessor, and North Lake Energy Corporation, Lessee, described as follows:

A parcel of land located in Sections 11 and 14, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Lake County, Indiana, the boundary of which is described as follows: Commencing at Point "G" which is a "T" Rail at the intersection of the Southwesterly right-of-way line of Aldis Avenue, now vacated, in the Original Town of Indiana Harbor as shown in Plat Book 5, page 9, in the Lake County Recorder's Office, Indiana; thence North 58 degrees 05 minutes 44 seconds East (This and subsequent bearings based on Indiana State Plane Coordinates), a distance of 6439.96 feet to the point of beginning; thence North 43 degrees 15 minutes 00 seconds East a distance of 425.00 feet; thence North 46 degrees 45 minutes 00 seconds West a distance of 1020.41 feet; thence North 23 degrees 40 minutes 47 seconds West a distance of 379.98 feet; thence North 43 degrees 15 minutes 00 seconds East a distance 2751.10 feet; thence North 46 degrees 45 minutes 00 seconds West a distance of 1790.00 feet; thence North 43 degrees 15 minutes 00 seconds East a distance of 100.00 feet; thence South 46 degrees 45 minutes 00 seconds East a distance of 1890.00 feet; thence South 43 degrees 15 minutes 00 seconds West a distance of 2785.00 feet; thence South 23 degrees 40 minutes 47 seconds East a distance of 293.47 feet; thence South 46 degrees 45 minutes 00 seconds East a distance of 1000 feet; thence

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North 43 degrees 15 minutes 00 seconds East a distance of 250 feet; thence South 46 degrees 45 minutes 00 seconds East a distance of 250 feet; thence South 43 degrees 15 minutes 00 seconds West a distance of 775.00 feet; thence North 46 degrees 45 minutes 00 seconds West a distance of 250.00 feet; to the point of beginning.

MICHAEL B. ...
CLERK

Parcel 5:

Access Road Easement Legal Description:

A Non-Exclusive Easement for access in Access Road Easement as granted and created in Ground Lease dated January 30, 1995 and recorded February 6, 1995 as Document No. 95006648 and First Amendment to Ground Lease and Confirmation of Easement Locations dated March 17, 1995 and recorded March 27, 1995 as Document No. 95016143, made between Inland Steel Company, Lessor, and North Lake Energy Corporation, Lessee, described as follows:

A 50-foot wide strip of land located in Sections 2, 11, 14 and 15, Township 37 North, Range 9 West of the Second Principal Meridian in the City of East Chicago, Lake County, Indiana, the centerline of which is described as follows: Commencing at Point "G" which is a "T" Rail of the intersection of the Southwesterly right-of-way line of Aldis Avenue, now vacated in the Original Town of Indiana Harbor, as shown in Plat Book 5, page 9, in the Lake County Recorder's Office, Indiana; thence South 43 degrees 15 minutes 00 seconds West (This and subsequent bearings based on Indiana State Plane Coordinates), a distance of 85.00 feet to the point of beginning; said point being at the centerline of the entrance side of the South Gate of Plant No. 2, Inland Steel, Indiana Harbor Works; thence North 46 degrees 45 minutes West a distance of 37.97 feet along the centerline of the existing roadway; thence North 43 degrees 15 minutes 00 seconds East a distance of 749.19 feet along the centerline of the existing roadway; thence 365.07 feet along an arc to the right, said arc being subtended by a chord 357.62 feet in length and bearing North 63 degrees 21 minutes 44 seconds East, said arc being along the centerline of the existing roadway; thence North 43 degrees 15 minutes 00 seconds East a distance 1250.00 feet along the centerline of the existing roadway; thence North 63 degrees 13 minutes 59 seconds East a distance of 468.19 feet along the centerline of the existing roadway; thence North 43 degrees 15 minutes 00 seconds East a distance of 472.00 feet along the centerline of the existing roadway; thence North 52 degrees 33 minutes 36 seconds East a distance of 370.88 feet along the centerline of the existing roadway; thence North 43 degrees 15 minutes 00 seconds East a distance of 3634.00 feet along the centerline of the existing roadway; thence North 25 degrees 23 minutes 34 seconds East a distance of 407.64 feet along the centerline of the existing roadway; thence North 43 degrees 15 minutes 00 seconds East a distance of 1320.00 feet along the centerline of the existing roadway; thence North 73 degrees 07 minutes 11 seconds East a distance of 170.67 feet along the centerline of the existing roadway; thence North 43 degrees 15 minutes 00 seconds East a distance of 400.00 feet along the centerline of the existing roadway; thence North 26 degrees 20 minutes 33 seconds East a distance of 237.26 feet along the centerline of the existing roadway; thence North 46 degrees 45 minutes 00 seconds West a distance of 1549.75 feet along the centerline of the existing roadway; thence North 02 degrees 15 minutes 00 seconds East a distance of 1405.45 feet along the centerline of the existing roadway; thence South 87 degrees 45 minutes 00 seconds East a distance of 120.00 feet along the centerline of the existing roadway; thence North 02 degrees 15 minutes 00 seconds East a distance of 560.00 feet along the centerline of the existing roadway; thence North 30 degrees 10 minutes 28 seconds East a distance of 629.24 feet along the centerline of the existing roadway; thence

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North 11 degrees 05 seconds 52 seconds East a distance of 206.70 feet along the centerline of the existing roadway; thence North 86 degrees 45 minutes 09 seconds West a distance of 1915.33 feet along the centerline of the existing roadway to the point of ending.

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MICHAEL J. ...
REC

Property of Lake County Recorder

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Schedule B-3

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2019 AUG 23 AM 9:00

MICHAEL J. ...
RECORDER

Parcel 1:

The structures and improvements constituting the "Facility", as defined in the Ground Lease, dated January 30, 1995, and recorded February 6, 1995, as Document Number 95006648, in the Office of the Recorder of Lake County, Indiana, made by and between Inland Steel Company, as Lessor, and North Lake Energy Corporation, as Lessee; and

as amended by the First Amendment to Ground Lease and Confirmation of Easement Locations for Certain Premises Located at Indiana Harbor Works, East Chicago, Indiana, between Inland Steel Company, now known as Ispat Inland, Inc., as Lessor, and North Lake Energy Corporation, as Lessee, dated as of March 17, 1995, and recorded March 27, 1995, as Document Number 95016143, in the Office of the Recorder of Lake County, Indiana, and by Amended and Restated Ground Lease dated as of May 2, 2011 and recorded May 13, 2011 as Document No. 2011 026814, made by and between ArcelorMittal USA, LLC (Successor to Inland Steel Company), and North Lake Energy LLC (Successor to North Lake Energy Corporation) and re-recorded on June 17, 2011 as Document No. 2011 033007.

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Schedule B-3