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December 17, 2004

VIA FEDERAL EXPRESS

G. Marie Watts
Enforcement Specialist (SR-6J)
United States Environmental
Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3590

Re: U.S. EPA's Request for Information re: New Boston Coke Corporation, New Boston, Ohio
Our File No. 102792

Dear Ms. Watts:

The undersigned has been asked by AK Steel Corporation ("Respondent") to assist in responding to U.S. EPA's Request for Information relating to the New Boston Coke Corporation site (the "Site") in New Boston, Ohio dated October 14, 2004 (the "Request") a copy of which is attached. This response is submitted consistent with previous requests to extend the time up to and including Friday, December 17, 2004.

Respondent submits this response on behalf of Respondent only, and not on behalf of its officers, managers, employees, contractors, trustees, or agents and subject to the following objections.

- Respondent objects to the "Definitions" portion of the Request (Enclosure 4 of the Request). Respondent has defined the terms of the Request consistent with the normal English usage of the terms and statutory definitions.

- Respondent objects to the "Instructions" portion of the Request (Enclosure 3 of the Request) to the extent that it creates an ongoing and continuing duty for Respondent to supplement its Response and to require a specific certification or affidavit. Such a request exceeds the statutory authority of the Agency under CERCLA.

- Respondent objects to the Request to the extent that it seeks documents that may be subject to the attorney/client privilege, attorney work product doctrine, or other privilege.

- Respondent objects to the Request to the extent that it requires Respondent to provide extended narrative-type answers. It is neither practical nor reasonable for Respondent to provide narrative responses and such requests exceed the statutory authority of the Agency under CERCLA.

- Respondent objects to the extent that the Request is overbroad, vague, and burdensome, and as such, exceeds the statutory authority of the Agency under CERCLA.

- By providing responses to the Request, Respondent does not admit it is a responsible party for the site.

Subject to and without waiving the objections set forth above, Respondent states that it has conducted an extensive search for any relevant corporate records and has performed a reasonable inquiry of employees who may have knowledge of the matters raised in the Request relating to the Site. Respondent has no operational or ownership history relating to the Site and has been unable to identify anyone with knowledge or information about the Site. Therefore, AK Steel Corporation primarily responds to this Request with the documents it has identified from its files.

AK Steel Corporation never owned or operated the Site. A review of documents relating to the ownership history regarding the New Boston Coke Plant suggests that it was formerly part of an integrated steel mill owned by the Detroit Steel Corporation. In the 1970's, upon information and belief, Cyclops Corporation purchased the integrated steel mill. In 1980, Cyclops Corporation sold the coke plant operations (the New Boston Coke Plant) to the New Boston Coke Corporation ("NBCC"), a subsidiary of McLouth Steel. To the best of our knowledge, neither the assets nor stock of NBCC or McLouth Steel were ever acquired by AK Steel Corporation.

In 1992, almost twelve years after the sale of the New Boston Coke Plant to NBCC, Cyclops Industries, Inc. merged into Cyac, Inc., a wholly owned subsidiary of Armco, Inc. Cyclops Industries, Inc. (the surviving company of the merger with Cyac, Inc.) as well as Cyclops Corporation (a wholly owned subsidiary of Cyclops Industries, Inc.) were liquidated and the assets distributed to Armco, Inc. In 1999 Armco, Inc. merged with AK Steel Corporation. This corporate history suggests that AK Steel Corporation is not a corporate successor to Cyclops Industries, Inc. or Cyclops Corporation.

Although AK Steel Corporation had no operational or ownership history at the Site, Respondent nonetheless performed a search in order to provide a Response to the Request. Respondent performed an inquiry into all matters raised in the Request, including identifying and

retrieving approximately nine bankers boxes of dated corporate records and files from on and off-site storage facilities. Additionally, Shumaker, Loop & Kendrick, LLP, counsel for Respondent, also identified and retrieved approximately 53 bankers boxes of company and litigation related files from its own off-site storage facility. The collection of documents mentioned above was reviewed by several paralegals and attorneys from AK Steel Corporation and Shumaker, Loop & Kendrick. Should you have any questions concerning the details of these document reviews, please do not hesitate to call.

The documents identified as responsive to this Request are enclosed herein and Bates numbered AK00001-AK01065. The responsive documents are grouped by the particular number within the Request that the documents are responsive to. Please note that many of the documents are arguably responsive to more than one particular Request number. Additionally, the AK Steel Corporation makes a claim of confidentiality as to the document Bates stamped AK000111-AK000198. The document contains confidential business information relating to a particular corporate transaction. The above mentioned confidential document has been clearly marked as "Business Confidential" and submitted in a separate, sealed, marked envelope.

Respondent has identified a small number of documents that may be subject to privilege. We are in the process of reviewing these materials more closely and will provide the applicable documents or a privilege log to you after the holidays.

Very truly yours,

Louis E. Tosi

LET/dd
Enclosures

cc (w/o encs): Thomas C. Marks
Chief Remedial Enforcement Support Section
U.S. EPA, Region 5
Louise Gross
Associate Regional Counsel
U.S. EPA, Region 5

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42905

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

SR-6J

OCT 14 2004

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Thomas C. Graham, Jr.
Vice President, Engineering
AK Steel Corporation
703 Curtis Street
Middletown, OH 45034

Re: Request for Information Pursuant to Section 104(e) of CERCLA for New Boston Coke Corporation Site, New Boston, Scioto County, Ohio

Dear Mr. Graham:

The U.S. Environmental Protection Agency (U.S. EPA or Agency) is investigating the New Boston Coke Corporation Site (the Site) located at 600 River Avenue, New Boston, Scioto County, Ohio, 45562. The U.S. EPA believes that you may have information that is relevant to the investigation of contamination at the Site. Enclosure 1 is a summary of the history of this Site and the results of U.S. EPA's investigation.

The U.S. EPA asks that you provide information and documents relating to the contamination of the Site. Please respond completely and truthfully to this Information Request and its questions in Enclosure 2 within thirty (30) days of your receipt of this letter. U.S. EPA has reason to believe that your Company may have generated and/or transported hazardous waste to the Site. For the sake of clarity, please provide answers to all questions. Instructions for completion of this response are in Enclosure 3; definitions of terms used in this Information Request and its questions are in Enclosure 4.

You may consider some information that we request as confidential. If you wish to assert a privilege of business confidentiality, you must respond to the question and advise U.S. EPA that you request that the Agency treat the response as confidential business information. Directions to assert a claim of business confidentiality are in Enclosure 5.

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The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, *et seq.*, (commonly referred to as CERCLA or Superfund) gives the U.S. EPA the authority to: 1) assess contaminated sites, 2) determine the threats to human health and the environment posed by a site, and 3) clean up those sites.

Under Section 104(e)(2) of CERCLA, U.S. EPA has authority to gather information and to require persons to furnish information or documents relating to:

A. The identification, nature, and quantity of materials which have been or are generated, treated, stored or disposed of at a vessel or facility or transported to a vessel or facility;

B. The nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at/or from a vessel or facility; and

C. The ability to pay the costs of the clean up.

Enclosure 6 is a summary of this legal authority. Compliance with this Information Request is mandatory. Failure to respond fully and truthfully to each question within this Information Request and within the prescribed time frame can result in an enforcement action by U.S. EPA pursuant to Section 104(e)(5) of CERCLA, as amended. Failure to respond and/or failure to justify the non-response can result in similar penalties under this Section. Further, Section 104(e)(5) authorizes the United States to seek penalties from a Federal Court of up to thirty-two thousand five hundred dollars ($32,500) for each day of continued noncompliance. The U.S. EPA considers noncompliance to be not only failure to respond to the Information Request, but also failure to respond completely and truthfully to each question in the Information Request.

The provision of false, fictitious or fraudulent statements or misrepresentations may subject you or your firm to criminal penalties of up to twenty-five thousand dollars ($25,000) or up to five (5) years imprisonment, or both, under 18 U.S.C.§1001.

The U.S. EPA has the authority to use the information requested in an administrative, civil, or criminal action.

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1995, 44 U.S.C.§3501 *et seq.*

Return your response to U.S. EPA within thirty (30) days of your receipt of this Information Request. Mail your response to:

G. Marie Watts
Enforcement Specialist (SR-6J)
U.S. Environmental Protection Agency
Remedial Enforcement Support Section
77 W. Jackson
Chicago, IL 60604

If you have specific questions about this information request, please contact Ms. Watts at (312) 886-7591. If you have additional questions about the history of the Site, the nature of the environmental conditions at the Site, or the status of cleanup activities, please contact Howard Caine, at (312) 353-9685. If you have legal questions, please contact Ms. Louise Gross, Associate Regional Counsel at (312) 886-6844.

We appreciate your effort to respond fully and promptly to this Information Request.

Sincerely,

Thomas C. Marks, Chief
Remedial Enforcement Support Section

Enclosure:
1. Site History
2. Questions
3. Instructions
4. Definitions
5. Confidential Business Information
6. Description of Legal Authority
7. Small Business Enclosure

ENCLOSURE 1

SITE HISTORY ELEMENTS

The New Boston Coke Corporation (NBCC) coke plant is located on a 30-acre parcel of land in southeastern Ohio along the Ohio River. The plant was built in approximately 1916, and the coke battery was rebuilt in 1964. The site is located in the river valley between wooded hills and the Ohio River. The facility has been at this location since the early 1900's. Current land use around the site consists of industrial, commercial and residential land use. The approximate population within a four-mile radius of the site is 26,054.

NBCC operated the plant as a merchant coke facility. It permanently ceased operations on April 2, 2002.

U.S. EPA performed a Fund-Lead Time-Critical Removal Action at this site in 2003. U.S. EPA removed, among other things, coal tar/oil sludge, waste ammonia liquor and PCBs.

The Ohio Environmental Protection Agency conducted the field work for a Preliminary Assessment/Site Inspection (PA/SI) at NBCC on March 15-16, and June 2-3, 2004. The purpose of this investigation was to determine if historical activities at the NBCC site released contaminants into the environment, specifically to the groundwater, surface water and soil.

ENCLOSURE 2

REQUESTS

1. **Identify** all **persons** consulted in the preparation of the answers to these Information Requests.

2. Identify all **documents** consulted, examined, or referred to in the preparation of the answers to these Requests, and provide copies of all such documents.

3. If **you** have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Request or who may be able to provide additional responsive documents, identify such persons

4. At the Site, identify the acts or omissions of any persons, other than your employees, contractors, or agents, that may have caused the **release** or threat of release of **hazardous substances, pollutants, or contaminants,** and damages resulting therefrom.

5. At the Site, identify all persons having knowledge or information about the generation, transportation, treatment, disposal, or other handling of hazardous substances by you, your contractors, or by prior owners and operators.

6. Did you ever use, purchase, store, treat, dispose, transport or otherwise handle any hazardous substances or **materials** at the Site? If the answer to the preceding question is anything but an unqualified "no," identify:

   a) The chemical composition, characteristics, physical state (e.g., solid, liquid) of each hazardous substance;

   b) Who supplied you with such hazardous substances;

   c) How such hazardous substances were used, purchased, generated, stored, treated, transported, disposed, or otherwise handled by you;

   d) When such hazardous substances were used, purchased, generated, stored, treated, transported, disposed, or otherwise handled by you;

   e) Where such hazardous substances were used, purchased, generated, stored, treated, transported, disposed, or otherwise handled by you; and

f) The quantity of such hazardous substances used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you.

7. Provide a list of all property and casualty insurance (e.g., comprehensive general liability, environmental impairment and automobile liability insurance). Specify the insurer, policy, effective dates, and per occurrence policy limits for each policy. In lieu of providing this information, you may submit complete copies of all relevant insurance policies.

8. Provide a copy of the Articles of Incorporation and By-Laws, Articles of Merger, Certificates of Corporate Name Change or any other evidence of a change in the corporation's name or ownership since 1950.

9. Identify the years you, Armco, Cyclops, Empire-Detroit Steel, Detroit Steel or any other corporation operated a coke production facility, i.e., coke battery(ies) and by-product plant(s) at the Site.

10. Identify the maximum and actual coke production and waste capacity by you, Armco, Cyclops, Empire-Detroit Steel, Detroit Steel or any other corporation at the Site from 1950 to 1980.

11. Identify the annual quantity of industrial process wastes generated by you, Armco, Cyclops, Empire-Detroit Steel, Detroit Steel or any other corporation at the Site from 1950 to 1980.

12. Identify all persons, including yourself, who may have arranged for disposal or treatment or arranged for transportation for disposal or treatment of waste materials, including hazardous substances, at the Site or to the Site. In addition, identify the following:

a) The persons with whom you or such other persons made such **arrangements**;

b) Every date on which such arrangements took place;

c) For each transaction, the nature of the waste material or hazardous substance, including the chemical content, characteristics, physical state (e.g., solid, liquid) and the process for which the substance was used or the

process which generated the substance;

d) The owner of the waste materials or hazardous substances so accepted or transported;

e) The quantity of the waste materials or hazardous substances involved (weight or volume) in each transaction and the total quantity for all transactions;

f) All tests, analyses, and analytical results concerning the waste materials;

g) The person(s) who selected the Site [or transshipment Site] as the place to which the waste materials or hazardous substances were to be transported;

h) The amount paid in connection with each transaction, the method of payment, and the identity of the person from whom payment was received;

i) Where the person identified in g) above intended to have such hazardous substances or waste materials transported and all evidence of this intent;

j) Whether the waste materials or hazardous substances involved in each transaction were transshipped through, or were stored or held at, any intermediate site prior to final treatment or disposal;

k) What was actually done to the waste materials or hazardous substances once they were brought to the Site;

l) The final disposition of each of the waste materials or hazardous substances involved in such transactions;

m) The measures taken by you to determine the actual methods, means, and site of treatment or disposal of the waste material and hazardous substances involved in each transaction;

n) The type and number of containers in which the waste materials or hazardous substances were contained when they were accepted for transport, and subsequently until they were deposited at the Site, and all markings on such containers;

o) The price paid for (i) transport or (ii) disposal of (iii) or both, of each waste material and hazardous substance;

p) All documents containing information responsive to a)-o) above, or in lieu of identification of all relevant documents, provide copies of all such documents; and

q) All persons with knowledge, information, or documents responsive to a)-o) above.

13. Describe the nature of your activities or business at the Site, with respect to purchasing, receiving, processing, storing, treating, disposing, or otherwise handling hazardous substances or materials at the Site.

14. State the dates during which you owned, operated, or leased the Site, and provide copies of all documents evidencing or relating to such ownership, operation, or lease arrangement (e.g., deeds, leases, etc.).

15. Provide information about the Site, including but not limited to the following:

a) Property boundaries, including a written legal description;

b) Location of underground utilities (telephone, electrical, sewer, water main, etc.);

c) Surface structures (e.g., buildings, tanks, etc.);

d) Ground water wells, including drilling logs;

e) Storm water drainage system, and sanitary sewer system, past and present, including septic tank(s), subsurface disposal field(s), and other underground structures; and where, when and how such systems are emptied;

f) Any and all additions, demolitions, or changes of any kind on, under, or about the Site, to its physical structures, or to the property itself (e.g., excavation work); and any planned additions, demolitions, or other changes to the Site; and

g) All maps and drawings of the Site in your possession.

16. Identify all past and present solid waste units (e.g., waste piles, landfills, surface impoundments, waste lagoons, waste

ponds or pits, tanks, container storage areas, etc.) on the Site. For each such solid waste unit identified, provide the following information:

a) A map showing the unit's boundaries and the location of all known solid waste units whether currently in operation or not. This map should be drawn to scale, if possible, and clearly indicate the location and size of all past and present units;

b) The type of unit (e.g., storage area, landfill, waste pile, etc.), and the dimensions of the unit;

c) The dates that the unit was in use;

d) The purpose and past usage (e.g., storage, spill containment, etc.);

e) The quantity and types of materials (hazardous substances and any other chemicals) located in each unit;

f) The construction (materials, composition), volume, size, dates of cleaning, and condition of each unit; and,

g) If unit is no longer in use, how was such unit closed and what actions were taken to prevent or address potential or actual releases of waste constituents from the unit.

17. Identify the prior owners of the Site. For each prior owner, further identify:

a) The dates of ownership;

b) All evidence showing that they controlled access to the Site; and

c) All evidence that a hazardous substance, pollutant, or contaminant, was released or threatened to be released at the Site during the period that they owned the Site.

18. Identify the prior operators of the Site, including lessors, of the Site. For each such operator, further identify:

a) The dates of operation;

b) The nature of prior operations at the Site;

c) All evidence that they controlled access to the Site; and,

d) All evidence that a hazardous substance, pollutant, or contaminant was released or threatened to be released at or from the Site and/or its solid waste units during the period that they were operating the Site.

19. Provide copies of all local, state, and federal environmental permits ever granted for the Site or any part thereof (e.g., RCRA permits, NPDES permits, etc.).

20. Did the Site ever have "interim status" under RCRA? If so, and the Site does not currently have interim status, describe the circumstances under which the Site lost interim status.

21. Did the Site ever file a notification of hazardous waste activity under RCRA? If so, provide a copy of such notification.

22. Provide all reports, information, or data related to soil, water (ground and surface), or air quality and geology/hydro geology at and about the Site. Provide copies of all documents containing such data and information, including both past and current aerial photographs as well as documents containing analysis or interpretation of such data.

23. Are you or your consultants planning to perform any investigations of the soil, water (ground or surface), geology, hydrology, or air quality on or about the Site? If so, identify:

a) What the nature and scope of these investigations will be;

b) The contractors or other persons that will undertake these investigations;

c) The purpose of the investigations;

d) The dates when such investigations will take place and be completed; and,

e) Where on the Site such investigations will take place.

24. Identify all leaks, spills, or releases into the environment of any hazardous substances, pollutants, or contaminants that have occurred at or from the Site. In addition, identify:

a) When such releases occurred;

b) How the releases occurred;

c) The amount of each hazardous substances, pollutants, or contaminants so released;

d) Where such releases occurred;

e) Any and all activities undertaken in response to each such release or threatened release, including the notification of any agencies or governmental units about the release.

f) Any and all investigations of the circumstances, nature, extent or location of each release or threatened release including, the results of any soil, water (ground and surface), or air testing undertaken; and

g) All persons with information relating to these releases.

25. Was there ever a spill, leak, release or discharge of hazardous materials into any subsurface disposal system or floor drain inside or under any building at the Site? If the answer to the preceding question is anything but an unqualified "no," identify:

a) Where the disposal system or floor drains were located;

b) When the disposal system or floor drains were installed;

c) Whether the disposal system or floor drains were connected to pipes;

d) Where such pipes were located and emptied;

e) When such pipes were installed;

f) How and when such pipes were replaced, or repaired; and

g) Whether such pipes ever leaked or in any way released hazardous materials into the environment.

26. Did any leaks, spills, or releases of hazardous materials occur on the Site when such materials were being:

a) Delivered by a vendor;

b) Stored (e.g., in any tanks, drums, or barrels);

c) Transported or transferred (e.g., to or from any tanks, drums, barrels, or recovery units); or

d) Treated?

27. Has soil ever been excavated or removed from the Site? Unless the answer to the preceding question is anything besides an unequivocal "no," identify:

a) Amount of soil excavated;

b) Location of excavation:

c) Manner and place of disposal and/or storage of excavated soil;

d) Dates of soil excavation;

e) Identity of persons who excavated or removed the soil;

f) Reason for soil excavation;

g) Whether the excavation or removed soil contained hazardous materials and why the soil contained such materials;

h) All analyses or tests and results of analyses of the soil that was removed from the Site; and

i) All persons, including contractors, with information about (a) through (h) of this request.

28. Provide a list of the customers you supplied hazardous substances to between 1950 and 1980.

ENCLOSURE 3

INSTRUCTIONS

1. Answer each of the questions in this Information Request separately.

2. Precede each answer with the number of the question to which it corresponds.

3. In answering each question, identify all persons and contributing sources of information.

4. Although the U.S. EPA seeks your cooperation in this investigation, CERCLA requires that you respond fully and truthfully to this Information Request. False, fictitious, or fraudulent statements or misrepresentations may subject you to civil or criminal penalties under federal law. Section 104 of CERCLA, 42 U.S.C.§9604, authorizes the U.S. EPA to pursue penalties for failure to comply with that Section, or for failure to respond adequately to requests for submissions of required information.

5. In answering each question, identify all persons and contributing sources of information.

6. You must supplement your response to U.S. EPA if, after submission of your response, additional information should later become known or available. Should you find at any time after the submission of your response that any portion of the submitted information is false or misrepresents the truth, you must notify U.S. EPA as soon as possible.

7. For any document submitted in response to a question, indicate the number of the question to which it responds.

8. You must respond to each question based upon all information and documents in your possession or control, or in the possession or control of your current or former employees, agents, contractors, or attorneys. Information must be furnished regardless of whether or not it is based on your personal knowledge, and regardless of source.

9. Your response must be accompanied by the following statement, or one that is substantially equivalent:

> I certify under a penalty of law that this document and all Enclosures were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who

manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

The individual who prepared the response or the responsible corporate official acting on behalf of the corporation must sign and date the statement, affidavit, or certification. Include the corporate official's full title.

10. If any of the requested documents have been transferred to others or have otherwise been disposed of, identify each document, the person to whom it was transferred, describe the circumstances surrounding the transfer or disposition, and state the date of the transfer or disposition.

11. All requested information must be provided notwithstanding its possible characterization as confidential information or trade secrets. If desired, you may assert a business confidentiality claim by means of the procedures described in Enclosure 5.

ENCLOSURE 4

DEFINITIONS

1. As used in this letter, words in the singular also include the plural and words in the masculine gender also include the feminine and vice versa.

2. The term *person* as used herein includes, in the plural as well as the singular, any natural person, firm, contractor, unincorporated association, partnership, corporation, trust or governmental entity, unless the context indicates otherwise.

3. *The Site* referenced in these documents shall mean the New Boston Coke Corporation Site, located at 600 River Avenue in New Boston, Ohio.

4. The term *hazardous substance* shall have the same definition as that contained in Section 101(14) of CERCLA, including any mixtures of such hazardous substances with any other substances, including petroleum products.

5. The term, *pollutant* or *contaminant*, shall have the same definition as that contained in Section 101(33) of CERCLA, and includes any mixtures of such pollutants and contaminants with any other substances.

6. The term *release* shall have the same definition as that contained in Section 101(22) of CERCLA, and means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance, pollutant, or contaminant.

7. The term *identify* means, with respect to a natural person, to set forth the person's full name, present or last known business address and business telephone number, present or last known home address and home telephone number, and present or last known job title, position or business.

8. The term *identify* means, with respect to a corporation, partnership, businesses' trust or other association or business entity (including a sole proprietorship), to set forth its full name, address, legal form (e.g., corporation, partnership, etc.), organization, if any, and a brief description of its business.

9. The term *identify* means, with respect to a document, to provide its customary business description, its date, its number, if any (invoice or purchase order number), the identity of the author, addressor, addressee and/or recipient, and the substance or the subject matter.

10. All terms not defined herein will have their ordinary meaning, unless such terms are defined in CERCLA,RCRA,40 C.F.R., Part 300 or 40 C.F.R., Part 260-280, in which case, the statutory or regulatory definitions will apply.

ENCLOSURE 5

CONFIDENTIAL BUSINESS INFORMATION

You may consider some of the information confidential that the U.S. Environmental Protection Agency (U.S. EPA or Agency) is requesting. You cannot withhold information or records upon that basis. The Regulations at 40 C.F.R. Part 2, Section 200 *et seq* require that the U.S. EPA affords you the opportunity to substantiate your claim of confidentiality before the Agency makes a final determination on the confidentiality of the information.

You may assert a business confidentiality claim covering part or all of the information requested, in the manner described by 40 C.F.R. 2.203(b). Information covered by such a claim will be disclosed by the U.S. EPA only to the extent and only by means of the procedures set forth in 40 C.F.R. Part 2, Subpart B. (See 41 Federal Register 36902 *et seq.* (September 1, 1976); 43 Federal Register 4000 *et seq.* (December 18, 1985).) If no such claim accompanies the information when the U.S. EPA receives it, the information may be made available to the public by the Agency without further notice to you. Please read carefully these cited regulations, together with the standards set forth in Section 104(e)(7) of Comprehensive Environmental Response Compensation Liability Act (CERCA), because, as stated in Section 104(e)(7)(ii), certain categories of information are not properly the subject of a claim of confidential business information.

If you wish the U.S. EPA to treat the information or record as "confidential", you must advise the U.S. EPA of that fact by following the procedures described below, including the requirement for supporting your claim of confidentiality. To assert a claim of confidentiality, you must specify which portions of the information or documents you consider confidential. Please identify the information or document that you consider confidential by page, paragraph, and sentence. You must make a separate assertion of confidentiality for each response and each document that you consider confidential. Submit the portion of the response that you consider confidential in a separate, sealed envelope. Mark the envelope "confidential," and identify the number of the question to which it is the response.

For each assertion of confidentiality, identify:

1. The period of time for which you request that the Agency consider the information confidential, e.g., until a specific date or until the occurrence of a specific event;

2. The measures that you have taken to guard against disclosure of the information to others;

3. The extent to which the information has already been disclosed to others and the precautions that you have taken to ensure that no further disclosure occurs;

4. Whether the U.S. EPA or other federal agency has made pertinent determination on the confidentiality of the information or document. If an agency has made such a determination, enclose a copy of that determination;

5. Whether disclosure of the information or document would be likely to result in substantial harmful effects to your competitive position. If you believe such harm would result from any disclosure, explain the nature of the harmful effects, why the harm should be viewed as substantial, and the causal relationship between disclosure and the harmful effect. Include a description of how a competitor would use the information;

6. Whether you assert that the information is <u>voluntarily submitted</u> as defined by 40 C.F.R. 2.201(I). If you make this assertion, explain how the disclosure would tend to lessen the ability of the U.S. EPA to obtain similar information in the future;

7. Any other information that you deem relevant to a determination of confidentiality.

Please note that pursuant to 40 C.F.R. 2.208(e), the burden of substantiating confidentiality rests with you. The U.S. EPA will give little or no weight to conclusory allegations. If you believe that facts and documents necessary to substantiate confidentiality are themselves confidential, please identify them as such so that the U.S. EPA may maintain their confidentiality pursuant to 40 C.F.R. 2.205(c). If you do not identify this information and documents as "confidential," your comments will be available to the public without further notice to you.

ENCLOSURE 6

DESCRIPTION OF LEGAL AUTHORITY

The Federal Superfund law (the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.* (commonly referred to as CERCLA or Superfund) gives U.S. EPA the authority to, among other things: 1) assess contaminated sites, 2) determine the threats to human health and the environment posed by each site, and, 3) clean up those sites.

Under Section 104(e)(2) of CERCLA, 42 U.S.C. §9604 (e)(2), U.S. EPA has broad information gathering authority which allows U.S. EPA to require persons to furnish information or documents relating to:

A. The identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at a vessel or facility, or transported to a vessel or facility;

B. The nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at/or from a vessel or facility; and

C. The ability to pay the costs of the clean-up.

Compliance with this Information Request is mandatory. Failure to respond fully and truthfully to each question within this Information Request and within the prescribed time frame can result in an enforcement action by U.S. EPA pursuant to Section 104(e)(5) of CERCLA. This Section also authorizes an enforcement action with similar penalties if the recipient of the Request does not respond and does not justify the failure to respond. Other statutory provisions (18 U.S.C.§1001) authorize separate penalties if the responses contain false, fictitious or fraudulent statements. The U.S. EPA has the authority to use the information requested in this Information Request in an administrative, civil or criminal action.

REQUEST NO. 4

CYCLOPS
CORPORATION

TO: R. J. Tate

June 30, 1982

FROM: Robert A. Kushner

SUBJECT: NEW BOSTON COKE CORPORATION (Your memo of June 24, 1982)

Rochkind's proposal leaves me cold. I don't see what we can say to Rochkind except that the minimum amount we would accept for the release of our lien is the unpaid principal and accrued interest on the New Boston promissory note. I am not certain that I know where this would get Rochkind.

I wonder why Honigman Miller could not simply go into court and urge the judge to require that some payment be made to us. The contention could be that New Boston continues to make use of a secured asset and we, as the secured creditor, receive no payment even though New Boston has cash available to it. In furtherance of our contention, we could argue that New Boston is not properly maintaining the auxiliary facilities relating to the battery. In this regard I am attaching Ellis DuPuy's note to John Frecka dated June 22, 1982.

I would suggest that you discuss the above with Sheldon Toll and also urge that he give some thought to perhaps a creative approach to shaking some money loose. After all, they are purportedly experts in the bankruptcy area. I would suggest that you obtain Toll's thinking at this point, but do not turn him loose until we have had an opportunity to discuss his recommended course of action.

Finally, I am at a loss to understand Herzberg's position that we indicated to him he could fly gratis. First, so far as I am aware, no one on our side has ever spoken with Herzberg. Secondly, I am the one who worked out the arrangement for the corporate airplane for Dery's use. Dery never mentioned that he would have a passenger, and in fact the only way we found out was when Myron flew the flight and reported that he had not one passenger, but rather two.

RAK:as
Attachment

CYCLOPS **EMPIRE-DETROIT STEEL DIVISION**

June 22, 1982

To J. A. Frecka

From R. E. DuPuy

Subject FOLLOW-UP REPORT -- NEW BOSTON COKE CORPORATION FACILITIES

As per your request, I am writing this report covering my conversation with you concerning the deteriorating conditions of the auxiliary equipment of the New Boston Coke facilities.

Both through my personal observations and discussions with Mr. Gregg, have found that very little, if any, funds are being spent on maintaining or replacing certain auxiliary equipment for assurance of continued operations in the coming months. One area of immediate concern is the quenching cars. Both cars (operating and spare) are in very poor condition and, in fact, the spare car has been stripped to the frame and has not been repaired due to the lack of funds for replacement parts. Since the quenching car is required to operate on a 24-hour, seven day per week schedule requires such equipment being maintained in good operating condition. The present two cars are almost at the point of being inoperable as well as being unrepairable.

A new quench car had been on order but was cancelled. Again, due to the present financial status of the New Boston Coke Corporation.

Also, would like to point out that certain capital requirements covering the coal handling facility, light oil facility and coke handling had been on the board for several years and are definitely out of the question at present but cannot be held off indefinitely due to the deteriorating conditions.

The underfiring coke oven gas main needs to be cleaned as well as one section replaced in the near future but no schedule has been established for such repairs as of this date.

In reviewing with Mr. Gregg as of Monday, June 21, 1982, found that Mr. Dery (Trustee) had authorized Mr. Gregg to check into the status of the new quench car which had been cancelled as well as the necessary funds required to purchase parts covering the spare quench car. Whether funds will be released for such projects is not known at this date.

As I stated during our conversation covering the Coke Plant facilities, what concerns me is that if McLouth continues to obtain further extensions for operating under the same policy of not releasing funds for maintaining the equipment, will eventually place such facilities in a precarious position. My understanding is that McLouth is requesting another 30 day extension from the creditors and will receive such answer as of June 30, 1982.

Hope the above outlines some of my concerns and if there should be any other information desired, please don't hesitate to contact me.

RED:w

cc: J. F. Will
R. A. Kushner

CYCLOPS
CORPORATION

X

TO: Robert A. Kushner July 26, 1983

FROM: Robert J. Tate

SUBJECT: New Boston Coke Corporation: Removal of Properties

Ellis DuPuy telephoned last week to report another chapter in the continuing saga of New Boston's larceny. This time its employees were in the process of "pinching", of all things, dirt.

The clay embankment surrounding the open hearth sludge storage site is to be used for a cover of the slag which will be placed in the site after the sludge is removed. When DuPuy visited the site last week to measure of the volume of clay there, he had to direct New Boston's representatives to dump the clay they had surreptiously just placed in a truck and to return the clay that had already been removed from our property.

While the clay incident does not appear to present any further problem, the larceny is becoming an irritant to DuPuy. He sent along a lengthy list of known or suspected incidents of theft and it is attached.

Would it be appropriate for some approach to be made to Dery?

RJT:gh
Attachment

CYCLOPS CORPORATION

EMPIRE-DETROIT STEEL DIVISION

July 21, 1983

To R. J. Tate

From R. E. DuPuy R.E.D.

Subject REMOVAL OF PROPERTIES BY NEW BOSTON COKE CORPORATION

In reference to our telephone conversation as of today pertaining to removal of certain materials from the Empire-Detroit Steel property, I am enclosing per your request, a listing of items missing from the plant and contributed to the New Boston Coke Corporation personnel.

As per our discussion pertaining to the clay being removed from the sludge pit as well as our radio base station removed from the New Boston Police Department, I have added such instances as numbers 22 and 23 on the attached listing.

Naturally, the attached listing does not cover all the items removed by the New Boston Coke Corporation personnel but only covers the major items.

If there should be any further questions, please don't hesitate to contact me.

RED:w
Enclosure

EMPIRE-DETROIT STEEL DIVISION
Portsmouth Plant

MISSING EQUIPMENT LISTING

The following listing covers portions of equipment missing from plant site and contributed to the responsibility of the New Boston Coke Corporation personnel.

1. Pig Machine Lockers - Pig Machine Office.

2. Railroad ties located in storage area west of Pig Machine.

3. Remove tracks and switches from following locations:

   A. Tracks removed and taken west of Pig Machine Area.

   B. Pig Machine lead track east of Diesel Garage.

   C. Track section including ties north of N&W main line south side of plant.

   D. Switch removed from southeast corner of Electric Repair Shop.

4. 100 HP AC motor taken from Blast Furnace. Returned after E.D.S. investigation. Motor received back after six month period.

5. Spare (new and relay 100# and 132# rail) stored in Skull Cracker and Blooming Mill storage areas.

6. All mill offices, locker rooms broken into, some equipment removed and all offices ransacked.

7. Nine window air conditioners removed from mill offices. Such air conditioners removed during period American Buckeye Corporation was in control of property.

8. Destroyed all Blast Furnace records in Blast Furnace Office.

9. Many pallets of brick taken from brick storage areas located in Melt Shop and Blooming Mill. Several pallets taken which had been previously sold and being held for delivery.

10. Removed several truckloads of clay embankment around Open Hearth Sludge Pit located east of the Blast Furnace. This clay embankment material required by EPA when sludge pit originally constructed.

11. Removed approximately 8-10 loads of slag from Fox Hollow dump site. Also, dumped eight loads of material which included some oil and tar in the Fox Hollow area.

12. Removed considerable amount of parts and equipment from Truck Garage. Also, removed all lockers from first floor of garage.

13. Removed all wall clocks plus folding chairs from Staff Maintenance Office.

14. Also, have taken considerable amount of spare parts and equipment from all areas of mill. This would include tools, chain falls, valves, electrical equipment, etc.

15. Removed special size timbers from Blast Furnace Flue Dust Pit for constructing roadway over railroad tracks at Coke Plant Main Gate entrance.

16. Burned open safe in Yard Office looking for portable radios. All radios and equipment had been removed after shut-down, therefore, no equipment lost, but safe damaged.

17. MD-604 DC motor taken from Open Hearth Charging Floor.

18. New set of railroad trucks removed from Car Repair Building.

19. Lockers and shelving removed from north-west corner from Hot Strip Mill Finishing Motor Room.

20. Removed one furnace and air conditioning unit including spare parts from second furnace from Staff Maintenance Offices.

21. Five swivel desk chairs removed from Staff Maintenance Offices.

22. Our emergency radio base station which we have had located at the New Boston Police Department for emergency use to tie in with our radio system was falsely claimed and removed by the New Boston Coke Corporation supervision. Such base station is worth over $2,000. Mr. Gregg was notified as of the week of July 17, 1983 of such removal and was instructed to return the equipment immediately. Mr. Gregg informed the writer as of July 21 that he had located the base radio station and would return to Empire-Detroit Steel.

23. As of this date, July 21, 1983, we are removing the Open Hearth sludge from the sludge pit for disposal at an approved landfill in Williamsburg, Ohio per requirements by the OEPA.

When the writer was visiting the pit operations for checking progress found that the New Boston Coke Corporation truck and frontendloader was on the south side of the pit removing the clay embankment. They were stopped immediately and the writer immediately informed Mr. Gregg at the Coke Plant. This material is to be used for filling the bottom of the pit after completion of removing the Open Hearth sludge. This will require the writer to possibly have to haul in additional clay for replacement.

This is not the only time the Coke Plant has removed clay from our pit embankment (see item 10 above). Since this project is under the scrutiny of the OEPA this incidence was reported by the writer to Mr. Robert J. Tate, Corporate Lawyer at the Pittsburgh Office.

8/5/82
Rev. 1 - 9/22/82
Rev. 2 - 7/21/83

F. DERY

Re: Scioto County
New Boston Coke
Hazardous Materials
OHD054022900

New Boston Coke Corporation
P.O. Box 3128
New Boston, Ohio 45662

June 3, 1985

Attention: Mr. Don Gregg

Dear Sir:

On May 22, 1985, Ohio EPA conducted an inspection of your facility to determine compliance with hazardous waste rules. At the time of inspection, the following violations and problem areas were noted:

1. Containers - Section 3745-52-34 OAC requires hazardous waste storage containers to be marked with the date accumulation began, if storage is for less than 90 days. No records were being kept of the date accumulation began. This must be corrected at once, by marking the date on a label and affixing it to the container.

2. Containers - Section 3745-66-73 OAC requires containers to be stored closed except when necessary to add or remove waste. The roll-off box used is not equipped with a cover, however, the storage area is covered. An accumulation of water in the container indicates a more suitable arrangement is necessary. Please correct this problem within 30 days.

3. Contingency Plan - Section 3745-65-52 OAC requires the facility to develop a contingency plan for emergencies involving hazardous waste. The plan, at present, is very limited in scope and should be expanded to include other emergencies which may involve leaks or spills of materials which are hazardous wastes when spilled or disposed. Please submit the revised plan within 30 days for review.

4. Groundwater - Spillage of ammonia liquors, quench water, and other coking by-products at this facility are of concern to Ohio EPA. This office would appreciate the opportunity to review and comment on a comprehensive soils sampling and groundwater monitoring program for your facility, and request you submit a schedule for implementing such a program, within 30 days. A meeting can be arranged, at your request, to discuss the requirements of such a program.

A copy of the inspection form is enclosed. Please call if there are any questions.

Sincerely,

Michael Moschell

Michael Moschell
Inspector
Division of Solid & Hazardous Waste Management

MM:dm

cc: Kevin O'Grady, DSHWM, CO

5-22-85 9:30
Date and Time of Inspection

RCRA INTERIM STATUS INSPECTION FORM

HWFAB #

GENERAL INFORMATION U.S. EPA I.D. # OHD 054022

Facility: New Boston Coke Corp Address: P.O. Box 3128 City: New Boston

State: Ohio Zip Code: 45662 County: Scioto Telephone: 614 456-4154

INSPECTION PARTICIPANT(S)

	(Name)	(Title)	(Telephone)
1.	Greg Bischoff	Super. Env. & Safety	456-4154
2.			
3.			

INSPECTOR(S)

1.	M. Moschell	Insp.	385-8501
2.			
3.			

INSTALLATION ACTIVITY

Mark One

- [x] Generator only (G)
- [ ] Transporter (T)
- [ ] TSDF only
- [ ] G-T
- [ ] G-TSDF
- [ ] T-TSDF
- [ ] G-T-TSDF

If the site is a TSDF, check the boxes indicating which areas were reviewed.

- [ ] General Facility Standards, Preparedness and Prevention, Contingency and Emergency Manifests/Records/Reporting, Closure
- [ ] Containers S01
- [ ] Tanks S02/T01
- [ ] Surface Impoundments S04/T02
- [ ] Incineration/Thermal Treatment
- [ ] Waste Piles S03
- [ ] Land Treatment D81
- [ ] Landfills D80
- [ ] Chemical/Physical/ Biological T04
- [ ] Groundwater Monitoring
- [ ] Post-Closure

AK000012

RCRA INTERIM STATUS INSPECTION FORM

	Yes	No	N/A	Remark #
1. Has the facility submitted a Part A to Ohio?		✓		
2. If "yes", is it complete and accurate?			✓	
3. Has the facility submitted a Part B?			✓	
4. Was advance notice of the inspection given? If so, how far in advance?	✓			1 wk.

IF THE SITE HAS RECEIVED A PART B PERMIT, USE THE RCRA STATUS INSPECTION FORM.

REMARKS, GENERAL INFORMATION

Include a brief description of site activity and waste handling.

Coal Coking facility, stores Decanter tar sludge in an open-top Rolloff Box for <90 days.

AK000013

40 CFR 262 (OAC 3745-52) GENERATOR REQUIREMENTS

	Yes	No	N/A	Remark #
1. The hazardous waste(s) generated at this facility have been tested or are acknowledged to be hazardous waste(s) as defined in Section 261 and in compliance with the requirements of Sections 262.11. [3745-52-11(D)]	✓			
2. Does this facility generate any hazardous wastes that are excluded from regulation under Section 261.4 [3745-51-04] (statutory exclusions) or Section 261.6 [3745-51-06(A)(1)] (recycle/reuse)?		✓		
3. Does this facility have waste or waste treatment equipment that is excluded from regulation because of totally enclosed treatment (Section 265.1(c)(9)) [3745-65-01] or via operation of an elementary neutralization unit and/or wastewater treatment unit (Section 265.1(c)(10) [3745-65-01]		✓		
4. The generator meets the following requirements with respect to the preparation, use and retention of the hazardous waste manifest:				
a) The manifest form used contains all of the information required by Section 262.21(a) and (b) [3745-52-21] and the minimum number of copies required by Section 262.22 [3745-52-22].	✓			
b) The generator has designated at least one permitted disposal facility and has/will designate an alternate facility or instructions to return waste in compliance with Section 262.20 [3745-52-20(B)(C)(D)].	✓			
c) Prepared manifests have been signed by the generator and initial transporter in compliance with Section 262.23 [3745-52-23(A)(1 and 2)].	✓			
d) The generator has complied with manifest exception reporting requirements (investigate after 35 days, report after 45 days) in Section 262.42(a)(b) [3745-52-42].	✓			
e) Signed copies of all hazardous waste manifests and any documentation required for Exception Reports are retained for at least 3 years as required by Section 262.40 [3745-52-40]. (262.40(a)) [3745-52-40(a)]	✓			

AK000014

	Yes	No	N/A	Remark #
5. The generator meets the following hazardous waste pre-transport requirements:				
a) Prior to offering hazardous wastes for transport off-site the waste material is packaged, labeled and marked in accord with applicable DOT regulations (Section 262.30, 262.31 and 262.32(a)) [3745-52-30, 3745-52-31, 3745-52-32]	✓	—	—	—
b) Prior to offering hazardous wastes for transport off-site each container with a capacity of 110 gallons (416 liters) or less is affixed with a completed hazardous waste label as required by Section 262.32(b) [3745-52-32].	—	—	✓	—
c) The generator meets requirements for properly placarding or offering to properly placard the initial transporter of the waste material in compliance with Section 262.33 [3745-52-33].	✓	—	—	—
6. Hazardous wastes imported from or exported to foreign countries are handled in accordance with the requirements of Section 262.50 [3745-52-50]	—	—	✓	—
7. If the generator elects to store hazardous waste on-site in containers or tanks for 90 days or less without a RCRA storage permit as provided under Section 262.34 [3745-52-34], the following requirements with respect to such storage are met:				
a) The containers are clearly marked with the words "Hazardous Waste".	✓	—	—	—
b) The date that accumulation began is clearly marked on each container.	—	✓	—	—
8. The generator has provided a Personnel Training Program in compliance with Section 265.16(a)(b)(c) [3745-65-16(A)(B)(C)] including instruction in safe equipment operation and emergency response procedures, training new employees within 6 months and providing an annual training program refresher course. (Section 262.34) [3745-52-34(A)(4)]	✓	—	—	Due in Aug-Sept.
9. The generator keeps all of the records required by Section 265.16(d)(e) [3745-65-16(D)(E)] including written job titles, job descriptions and documented employee training records (Section 262.34) [3745-52-34(A)(4)].	✓	—	—	—

AK000015

RCRA INTERIM STATUS INSPECTION FORM

NOTE: SHORT-TERM STORAGE FOR 90 DAYS OR LESS IN TANKS AND CONTAINERS ALSO REQUIRES THAT REGULATIONS IN SECTION 265 [3745-65], SUBPARTS C AND D (PREPAREDNESS AND PREVENTION PLUS CONTINGENCY AND EMERGENCY) AND CERTAIN PORTIONS OF THE "CONTAINERS" AND "TANKS" RULES BE MET. COMPLETE THE APPROPRIATE SECTIONS OF THE INSPECTION FORM.

REMARKS, GENERATOR REQUIREMENTS

AK00016

RCRA INTERIM STATUS INSPECTION FORM

Subpart I: Management of Containers

	Yes	No	N/A	Remark #
1. Hazardous wastes are stored in containers which are:				
a) Closed (265.173) [3745-66-73(A)]	—	✓	—	IN ROOFED AREA
b) In good physical condition (265.171) [3745-66-71]	✓	—	—	
c) Compatible with the wastes stored in them (265.172) [3745-66-72]	✓	—	—	
2. Containers are stored closed except when it is necessary to add or remove wastes. (265.173(a)) [3745-66-73(A)]	—	✓	—	
3. Hazardous waste containers are stored, handled and opened in a manner which prevents container rupture or leakage. (265.173(b)) [3745-66-73(B)]	✓	—	—	
4. The area where containers are stored is inspected for evidence of leaks or corrosion at least weekly and such inspections are documented. (265.174) [3745-66-74]	✓	—	—	
5. Containers holding Ignitable or Reactive waste(s) are located at least 50 feet (15 meters) from the property line and the general requirements for handling such wastes in Section 265.17 (physical separation, signs and safety) are met (265.176) [3745-66-76]	—	—	✓	
6. Containers holding hazardous wastes are stored separate from other materials which may interact with the waste in a hazardous manner. (265.177(c)) [3745-66-77(C)]	✓	—	—	

AK000017

RCRA INTERIM STATUS INSPECTION FORM

Subpart C: Preparedness and Prevention

	Yes	No	N/A	Remark #
1. Has there been a fire, explosion or non-planned release of hazardous waste at this facility? (265.31) [3745-65-31]		✓		
2. If required due to actual hazards associated with the waste material, the facility has the following equipment: (265.32) [3745-65-32(A)(B)(C)(D)]				
a) Internal alarm system.	✓			
b) Access to telephone, radio or other device for summoning emergency assistance.	✓			
c) Portable fire control equipment.	✓			
d) Water of adequate volume and pressure via hoses sprinkler, foamers or sprayers.	✓			
3. All required safety, fire and communications equipment is tested and maintained as necessary; testing and maintenance are documented. (265.33) [3745-65-33]	✓			
4. If required due to the actual hazards associated with the waste material, personnel have immediate access to an emergency communication device during times when hazardous waste is being physically handled. (265.34) [3745-65-34]	✓			
5. If required due to the actual hazards associated with the waste material, adequate aisle space to allow unobstructed movement of emergency or spill control equipment is maintained. (265.35) [3745-65-35]	✓			
6. If required due to the actual hazards associated with the waste material, the facility has attempted to make appropriate arrangements with local emergency service authorities to familiarize them with the possible hazards and the facility layout. (265.37(a)) [3745-65-37(A)]	✓			
7. Where state or local emergency service authorities have declined to enter into any proposed special arrangements or agreements the refusal has been documented. (265.37(b)) [3745-65-37(B)]			✓	

AK000018

Subpart D: Contingency and Emergency

	Yes	No	N/A	Remark #
1. The facility has a written Contingency Plan designed to minimize hazards from fire, explosions or unplanned releases of hazardous wastes (265.51) [3745-65-52(A)(B)(C)(D)(E)] and contains the following components:				
a) Actions to be taken by personnel in the event of an emergency incident.	✓			Limited
b) Arrangements or agreements with local or state emergency authorities.		✓		
c) Names, addresses and telephone numbers of all persons qualified to act as emergency coordinator.	✓			
d) A list of all emergency equipment including location, physical description and outline of capabilities.	✓			
e) If required due to the actual hazards associated with the waste(s) handled, an evacuation plan for facility personnel. (265.51(f)) [3745-65-52(F)]			✓	
2. A copy of the Contingency Plan and any plan revisions is maintained on-site and has been submitted to all local and state emergency service authorities that might be required to participate in the execution of the plan. (265.53) [3745-65-53(A)(B)]	✓			
3. The plan is revised in response to facility, equipment and personnel changes or failure of the plan. (265.54) [3745-65-54]	✓			
4. An emergency coordinator is designated at all times (on-site or on-call) is familiar with all aspects of site operation and emergency procedures and has the authority to implement all aspects of the Contingency Plan. (265.56) [3745-65-55]	✓			
5. If an emergency situation has occurred, the emergency coordinator has implemented all or part of the Contingency Plan and has taken all of the actions and made all of the notifications deemed necessary under Sections 265.56(a-j). [3745-65-56(A-J)	✓			

AK000019

New Boston Coke Corp.

600 River Ave. • P. O. Box 3128 • New Boston, Ohio 45662

June 13, 1985

Mr. Robert Kushner
Cyclops Corporation
650 Washington Road
Pittsburgh, PA 15228

Dear Mr. Kushner:

On June 3, 1985, the Southeast District Office of the Ohio Environmental Protection Agency sent a letter to the New Boston Coke Corporation, New Boston, Ohio, requesting that New Boston Coke prepare a comprehensive soils sampling and ground water monitoring program for its New Boston facility. A schedule for implementing such a program must be submitted to the Ohio EPA within 30 days.

As you may know, under Section 107(a) of the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. ¶9601 et. seq. (CERCLA), responsible parties may be liable for monies expended by the government in responding to any release or threatened release of hazardous substances at a site. As a prior owner of the New Boston Coke site, Cyclops may be a party potentially responsible for payment of monies expended to respond to any release or threatened release of hazardous substances which may have occurred during the period of operations at the site.

This letter is to put Cyclops on notice that New Boston Coke is planning to comply with the Ohio EPA's request for a comprehensive ground water monitoring program at our facility. If it is determined that monies must be expended to respond to releases or threatened releases of hazardous substances at the site, New Boston Coke may look to Cyclops for reimbursement of costs incurred, or to share in expenditures which may be required for removal and remedial actions at the site.

I would appreciate it if you would forward this letter to the appropriate persons in Cyclops' Environmental and/or Legal Departments for their attention. Further information on the scope of the study and proposed consultants can be obtained from our Columbus environmental counsel, Jeff McNealey or Marty Seltzer (614-227-2074).

Very truly yours,

FRED J. DERY
Trustee for New
Boston Coke Corporation

cc: Don Gregg (w/attachment)
Jeff McNealey

J. McNerney Rec'd 6-6-85

OhioEPA

Re: Scioto County
New Boston Coke
Hazardous Materials
OHD054022900

New Boston Coke Corporation
P.O. Box 3128
New Boston, Ohio 45662

June 3, 1985

Attention: Mr. Don Gregg

Dear Sir:

On May 22, 1985, Ohio EPA conducted an inspection of your facility to determine compliance with hazardous waste rules. At the time of inspection, the following violations and problem areas were noted:

1. Containers - Section 3745-52-34 OAC requires hazardous waste storage containers to be marked with the date accumulation began, if storage is for less than 90 days. No records were being kept of the date accumulation began. This must be corrected at once, by marking the date on a label and affixing it to the container.

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4. Groundwater - Spillage of ammonia liquors, quench water, and other coking by-products at this facility are of concern to Ohio EPA. This office would appreciate the opportunity to review and comment on a comprehensive soils sampling and groundwater monitoring program for your facility, and request you submit a schedule for implementing such a program, within 30 days. A meeting can be arranged, at your request, to discuss the requirements of such a program.

A copy of the inspection form is enclosed. Please call if there are any questions.

Sincerely,

Michael Moschell

Michael Moschell
Inspector
Division of Solid & Hazardous Waste Management

MM:dm

cc: Kevin O'Grady, DSHWM, CO

FRED J. DERY
UNITED STATES BANKRUPTCY TRUSTEE
801 WEST BIG BEAVER
SUITE 570
TROY, MICHIGAN 48084

(313) 362-3676

October 30, 1987

Mr. James Wienner, Attorney for
Creditors Committee of New Boston Coke Corp.
Butzel, Long, Gust, Klein & Van Zile
32270 Telegraph Rd. - Ste. 200
Birmingham, MI 48010

RE: NEW BOSTON COKE CORP.
CASE NO. 81-07038-G

Dear Mr. Wienner:

Enclosed please find the following:

I. Comments on information used in preparation of Annual Plan

II. Annual Plan of Operation for the year 1988.

III. Annual Plan of Operation Cash Basis for the year 1988

Very truly yours,

Fred J. Dery, Trustee

FJD:sds
Encl.

cc: Mr. Larry Rochkind
Mr. Robert Kushner
Mr. Russell Whisman
Mr. J. Jeffrey McNealey
Mr. George O'Neal
Mr. Sheldon S. Toll

AK000023

11-23-87

NEW BOSTON COKE CORPORATION
TRUSTEE'S COMMENTS ON INFORMATION USED IN
PREPARATION OF ANNUAL PLAN OF OPERATION FOR 1988

I. A. Market Conditions

As previously reported by this Trustee Market Conditions are severely depressed in the Steel Industry and in the related By-Product Markets. In the projections included in the Trustee's Disclosure Statement filed in the U.S. Bankruptcy Court in Detroit, Michigan on April 29, 1985 this Trustee was projecting revenues for 1988 of $14,274,055.00. Based on current Market Conditions it appears that revenues will be in the area of $10,682,515.00. This is a loss of revenues of $3,591,540.00 or 25 percent (25%). This loss in revenues has been offset substantially by additional labor concession made by salaried and hourly plant personnel. The attached projections are prepared on concessions that must be negotiated before year end.

B. Environmental Compliance Programs

The Disclosure Statement and Creditor Plan filed by this Trustee and approved by the U.S. Bankruptcy Court in Detroit, Michigan included the implementation of a program of overall environmental compliance. Central to this Trustee's program of Environmental Compliance is the installation of a Thermal Oxidation Plant costing $2,600,000. As reported in several prior Trustee's Reports the installation of this Plant has been delayed because the State of Ohio has not issued the necessary permit to move forward with this program. This Trustee has been involved in numerous meetings, discussions, etc. with the Environmental Authorities and all other involved persons to move forward with this Program. It appears at the present time that the State of Ohio may issue the required permit some time during 1988. If this is done arrangements will have to be made to go forward with this program. No costs have been included in the attached projections because at the time it is impossible to determine with any amount of certainty (i) if the state will issue the permit (ii) the amount of cost of the projection (iii) how the project will be funded.

Exhibit II

AK000025

NEW BOSTON COKE CORPORATION
1988 ANNUAL PLAN OF OPERATION - ACCRUAL BASIS

	QUARTER ENDED				Year Ended Dec. 31
	March 31	June 30	Sept. 30	Dec. 31	Total
SALES	$2,656,035	$2,656,035	$2,685,222	$2,685,223	$10,682,515
OPERATING COSTS					
Labor	1,600,744	1,600,744	1,618,335	1,618,334	6,438,157
Energy	154,800	154,800	156,500	156,500	622,600
Other Plant Costs	343,350	343,350	347,125	347,125	1,380,950
Insurance and Taxes	106,230	106,230	107,395	107,395	427,250
Pension Expense	153,480	153,480	155,170	155,170	617,300
Environmental Compliance	62,160	62,160	62,840	62,840	250,000
Depreciation Expense	167,980	167,980	169,820	169,820	675,600
Total Operating Cost	2,588,744	2,588,744	2,617,185	2,617,184	10,411,857
Gross Profit (loss)	5,131	5,131	5,197	5,199	20,658
GENERAL AND ADMINISTRATIVE					
Chief Operating Officer	29,100	29,100	29,417	29,417	117,034
Legal and Professional	24,310	24,310	24,573	24,573	97,766
Other	54,080	54,080	54,670	54,670	217,500
TAXABLE INCOME (LOSS)	(102,359)	(102,359)	(103,463)	(103,461)	(411,642)
LESS PAYMENTS TO PROFIT SHARING	-0-	-0-	-0-	-0-	-0-
FEDERAL INCOME TAX	-0-	-0-	-0-	-0-	-0-
NET INCOME (LOSS)	$ (102,359)	$ (102,359)	$ (103,463)	$ (103,461)	$ (411,642)

Exhibit III

NEW BOSTON COKE CORPORATION
1988 ANNUAL PLAN OF OPERATION - CASH BASIS

	QUARTER ENDED				Year Ended Dec. 31
	March 31	June 30	Sept. 30	Dec. 31	Total
RECEIPTS	$2,656,035	$2,656,035	$2,685,222	$2,685,223	$10,682,515
OPERATING COSTS					
Labor	1,600,745	1,600,745	1,618,333	1,618,334	6,438,157
Energy	155,650	155,650	155,650	155,650	622,600
Other Plant Costs	339,840	350,511	336,240	354,359	1,380,950
Insurance and Taxes	38,450	258,450	94,350	58,400	449,650
Pension Expense	0	0	935,100	0	935,100
Environmental Compliance	62,160	62,160	62,840	62,840	250,000
Total Operating Cost	2,196,845	2,427,516	3,202,513	2,249,583	10,076,457
Gross Profit (loss)	459,190	228,519	(517,291)	435,640	606,058
GENERAL AND ADMINISTRATIVE					
Chief Operating Officer	29,100	29,100	29,417	29,417	117,034
Legal and Professional	24,310	24,310	24,573	24,573	97,766
Other	54,080	54,080	54,670	54,670	217,500
Payments to Creditors	11,549	15,031	0	0	26,580
Payments to Profit Sharing	0	0	0	0	0
Total Cash Requirement	119,039	122,521	108,660	108,660	458,880
Cash Flow from Operations	340,151	105,998	625,951	326,980	147,178
Beginning Cash on Hand	26,580	366,731	472,729	(153,222)	26,580
Ending Cash on Hand	$ 366,731	$ 472,729	$ (153,222)	$ 173,758	$ 173,758

Re: Scioto County
New Boston Coke Corporation
Hazardous Materials
#OHD054022900

New Boston Coke Corporation
600 River Avenue
New Boston, Ohio 45662

April 6, 1982

Attention: Mr. Don Gregg

Dear Sir:

On April 1, 1982, Ohio EPA conducted an inspection of your facility for hazardous materials. Representing New Boston Coke were Frank Iounino, David Grashel, and Jack McGlone. It is my understanding that the only wastes you consider to be hazardous is the decantur tar sludge. At the time of inspection, the following problem areas were noted.

1. Containers - containers were not covered, and liners were torn or not secured to the sides of the roll-off box. No date was marked on the container for accumulation of the waste, and no documentation was being kept of weekly inspections of the container areas. A method should be devised to cover the containers when they are not receiving waste, and the date new containers are placed should be logged on the container and possibly on the weekly inspection sheet.

2. Personnel training - no RCRA personnel training program had been implemented or documented. This is a major requirement for generators of hazardous waste, to acquaint employees with the hazards associated with the materials with which they work. Please consult the Federal or State regulations referenced on the inspection form for details of the requirements of the program.

3. Contingency plan - the plant's S.P.C.C. plan should be reviewed in light of RCRA Contingency Plan requirements, and modified if necessary.

4. Closure - should closure become necessary, you should develop a suitable method for removing and disposing of any hazardous materials or residues at the plant. Evaluating the residues or wastes is important in determining a suitable method of disposal. Thought should be given to decontaminating any contaminated equipment or reclaiming any surface impoundments. These methods of closure should be detailed in a written plan.

AK000027

State of Ohio Environmental Protection Agency
Southeast District Office
2195 Front St., Logan, Ohio 43138 • (614) 385-8501

James A. Rhodes, Governor
Wayne S. Nichols, Director

A re-inspection will be scheduled after thirty (30) days to review the progress your plant has made in achieving compliance with the above listed requirements. You may wish to contact your hauler, L.J. Scarpace, for recommendations on covering the roll-off containers.

A copy of the completed inspection form is enclosed. Please call if there are any questions.

Sincerely,

Michael Moschell

Michael Moschell
Environmental Scientist
Division of Hazardous Materials Management

MM:dm

cc: Paula Cotter, DHMM, C.O.
cc: Kathy Homer, USEPA, Region V

RCRA INTERIM STATUS INSPECTION FORM

PART 1. GENERAL INFORMATION

U.S. EPA I.D. NO. OHD054022900

Facility: New Boston Coke Address: 600 River Ave. City: New Boston

State: Ohio Zip Code: 45662 County: Scioto Telephone: 614-456-4154

Facility Operator: D. Gregg Title: Plant Mgr. Telephone: 614-456-4154

Facility Owner: McLouth Steel Corp. Address: 300 South Livernois Ave.

City: Detroit State: Mich. Zip Code: 48217 Telephone: 313-843-3000

Type of Ownership: ✓ Private ____ Government State HWFAB No. ____

Date of Inspection: 4/1/82 Time of Inspection: (Start) 11:45 AM (Finish) 12:30 PM

Advance Notification? ___ No ✓ Yes: 1 day Notice

Weather Conditions: Sunny, 65°F

INSPECTION PARTICIPANT(S)

	(Name)	(Title)	(Telephone)
1.	Frank Iovino	Gen. Foreman	456-4154
2.	David Grashel	Plant Engr.	456-4154
3.	Jack McClone	Safety & Security	456-4154
4.			

AK000029

RCRA INTERIM STATUS INSPECTION FORM

INSPECTOR(S)

	(Name)	(Title)	(Telephone)
1.	M. Moschell	ENV. Sci.	385-8501
2.			
3.			
4.			

1. Type(s) of hazardous waste site activity: A. ✓ Generation B. ____ Storage C. ____ Treatment
   D. ____ Transportation E. ____ Disposal

2. Specific hazardous wastes handled at this facility (EPA HW#):
   a) Listed Wastes: K087 Decanter Tar Sludge
   b) Non-Listed Wastes: ____ (D001) I ____ (D002) C ____ (D003) R ____ (D000) T

3. Has this facility submitted a Part A Permit Application? ____ Yes ✓ No

4. Does this facility store, treat or dispose of any hazardous waste from any off-site domestic sources?
   ____ Yes, See Remark # ____ ✓ No

5. Does this facility store, treat or dispose of any hazardous waste from any foreign sources?

_____ Yes, See Remark # _____ ___✓___ No

6. Does this facility transport hazardous waste materials off-site for itself or other generators?

_____ Yes, Complete Part 3 (Transp.) ___✓___ No

a) Applicable U.S. EPA I.D. Number _____

b) Ohio P.U.C.O. GR TRSF Number _____

7. A brief description of site activity:

COKE PLANT. Produces foundry & furnace Coke from Coal, as well as various by-products.

REMARKS, PART 1. (GENERAL INFORMATION)

PART 2. GENERATOR REQUIREMENTS

	Yes	No	N/A	Remark #
1. The hazardous waste(s) generated at this facility have been tested or are acknowledged to be hazardous waste(s) as defined in Sections 261 and 3745-51 in compliance with the requirements of Sections 262.11 and 3745-52-11.	✓			
2. Does this facility generate any hazardous wastes that are excluded from regulation under Sections 261.4 and 3745-51-04 (statutory exclusions) or Sections 261.6 and 3745-51-06 (recycle/reuse)?		✓		
3. Does this facility have waste or waste treatment equipment that is excluded from regulation because of totally enclosed treatment (Sections 265.1(c)(9) and 3745-55-C-9 or via operation of an elementary neutralization unit and/or wastewater treatment unit (Sections 265.1(c)(10) and 3745-55-C-10.		✓		
4. The generator meets the following requirements with respect to the preparation, use and retention of the hazardous waste manifest:				
a) The manifest form used contains all of the information required by Sections 262.21(a), (b) and 3745-52-21-A-B and the minimum number of copies required by Sections 262.22 and 3745-52-22.	✓			
b) The generator has designated at least one permitted disposal facility and has/will designate an alternate facility or instructions to return waste in compliance with Sections 262.20 and 3745-52-20.	✓			
c) Prepared manifests have been signed by the generator and initial transporter in compliance with Sections 262.23 and 3745-52-23.	✓			
d) The generator has complied with manifest exception reporting requirements (investigate after 35 days, report after 45 days) in Sections 262.42(a), (b) and 3745-52-42.	✓			
e) Signed copies of all hazardous waste manifests and any documentation required for Exception Reports are retained for at least 3 years as required by Sections 262.40 and 3745-52-40.	✓			

	Yes	No	N/A	Remark #
5. The generator meets the following hazardous waste pre-transport requirements:				
a) Prior to offering hazardous wastes for transport off-site the waste material is packaged, labeled and marked in accord with applicable DOT regulations (Sections 262.30, 262.31 and 262.32(a) and 3745-52-30, 52-31, and 52-32-A).	✓	—	—	—
b) Prior to offering hazardous wastes for transport off-site each container with a capacity of 110 gallons (416 Liters) or less is affixed with a completed hazardous waste label as required by Sections 262.32(b) and 3745-52-32-B.	—	—	✓	—
c) The generator meets requirements for properly placarding or offering to properly placard the initial transporter of the waste material in compliance with Sections 262.33 and 3745-52-33.	✓	—	—	—
6. The generator meets the following recordkeeping and reporting requirements:				
a) The generator has submitted an annual report for all hazardous waste shipped off-site as required by Sections 262.41(a) and 3745-52-41-A-B.	✓	—	—	—
b) The generator has submitted an annual report for all hazardous waste treated, stored or disposed of on-site as required by Sections 262.41(b) and 3745-52-41-C and in compliance with Sections 265.71 and 3745-55-71, when applicable.	—	—	✓	—
7. Hazardous wastes imported from or exported to foreign countries are handled in accordance with the requirements of Sections 262.50 and 3745-52-50.	—	—	✓	—
8. If the generator elects to store hazardous waste on-site in containers or tanks for 90 days or less without a RCRA storage permit as provided under Sections 262.34 and 3745-52-34, the following requirements with respect to such storage are met:	—	✓	—	—
a) Containers: the waste is stored in closed containers which meet all applicable DOT pre-transport requirements for packaging, labeling and marking.	—	✓	—	NOT Covered, Liners Torn

	Yes	No	N/A	Remark #
b) The date that accumulation began is clearly marked on each container.		✓		
c) The area where containers are stored is inspected for evidence of leaks or corrosion at least weekly and such inspections are documented (265.174 and 3745-56-54).		✓		No Doc.
d) Containers holding ignitable or reactive waste(s) are located at least 50 feet (15 Meters) from the property line (Sections 265.176 and 3745-56-56), and the general requirements for handling such wastes in Sections 265.17 and 3745-55-17 (physical separation, signs and safety) are met.			✓	
e) Tanks: the tank(s) are operated in compliance with the safety requirements of Sections 265.17, 265.192(b), 3745-55-17 and 56-72-B and are equipped with a waste-feed cutoff or bypass system as required in Sections 265.192(d) and 3745-56-72-D.			✓	
f) Uncovered tanks have at least 2 feet (60 cm.) of freeboard unless they are equipped with a spill containment system with a capacity that equals or exceeds the volume that 2 feet of freeboard would otherwise provide (265.192 (c) and 3745-56-72-C).			✓	
g) Daily inspections are made of all systems pertinent to the proper operation of the tank: discharge and cutoff, monitoring equipment, tank level and freeboard (265.194 and 3745-56-74-A-B-C).			✓	
h) Weekly inspections are made of all tank construction materials and containment structures (265.194 and 3745-56-74-D-E).			✓	
9. The generator has provided a Personnel Training Program in compliance with Sections 265.16(a)(b)(c) and 3745-55-16-A-B-C including instruction in safe equipment operation and emergency response procedures, training new employees within 6 months and providing an annual training program refresher course (Sections 262.34 and 3745-52-34).		✓		
10. The generator keeps all of the records required by Sections 265.16(d)(e) and 3745-55-16-D-E including written job titles, job descriptions and documented employee training records (Sections 262.34 and 3745-52-34).		✓		

	Yes	No	N/A	Remark #
11. Whenever a tank is permanently taken out of service or upon closure of the facility all hazardous wastes and residues are removed and properly disposed of (Sections 265.197 and 3745-56-77) as referenced in Sections 262.34 and 3745-52-34.	✓			

NOTE: SHORT-TERM STORAGE FOR 90 DAYS OR LESS IN TANKS AND CONTAINERS ALSO REQUIRES THAT REGULATIONS IN SECTION 265, SUBPARTS C AND D (PREPAREDNESS AND PREVENTION PLUS CONTINGENCY AND EMERGENCY) AND 3745-55-30 THRU 37 AND 3745-55-50 THRU 70 BE MET. COMPLETE THESE SECTIONS OF THE INSPECTION FORM UNDER PART 4 - GENERAL INTERIM STATUS REQUIREMENTS.

REMARKS, PART 2. GENERATOR REQUIREMENTS

PART 3. TRANSPORTER REQUIREMENTS

	Yes	No	N/A	Remark #
1. The transporter has not transported any hazardous wastes without having first received a U.S. EPA Identification Number and registering with the Public Utilities Commission of Ohio. (263.11 and 3745-53-11).		N	IA	
2. The transporter has not accepted any hazardous wastes for transport unless the waste was accompanied by a manifest prepared by the generator in accordance with Sections 262 and 3745-52.				
3. The transporter has signed the manifest as required by Section 263.20(b) and 3745-53-20-B and has carried the manifest with the waste shipment as required by 263.20(c) and 3745-53-20-C.				
4. Upon delivery of the hazardous waste to the next transporter or the designated facility, the transporter has signed the manifest as required in Section 263.20 (d) and 3745-53-20-D and has retained a signed copy (available for inspection) for at least 3 years (263.22(a) and 3745-53-22-A).				
5. The transporter has delivered the entire quantity of hazardous waste accepted from the generator in accordance with manifest instructions; in cases where this was not possible the transporter has contacted the generator for further instructions and revised the manifest accordingly (263.21 and 3745-53-21).				
6. If hazardous waste has been delivered to rail transporters or water transporters, the original transporter has complied with the manifest handling requirements of Sections 263.20(e)(f) and 3745-53-20-E-F.				
7. If hazardous waste has been shipped out of the country, the transporter has retained signed copies of the manifest (available for inspection for at least 3 years) indicating that the waste left the U.S.A. (263.22(c) and 3745-53-22-C).				
8. Has the transporter ever had a discharge of hazardous waste during time that the waste was under his control?				
a) Was immediate action taken? (Notify authorities, dike discharge) (263.30 (a) and 3745-53-30-A).				

	Yes	No	N/A	Remark #
4. The operator must develop and follow a comprehensive, written inspection plan and must document the inspections, malfunctions and any remedial actions taken in an operating record log which is kept for at least three years. The plan includes the following elements: (Sections 265.15 and 3745-55-15)				
a) Inspect emergency equipment.				
b) Inspect monitoring equipment.				
c) Inspect security, alarm and communications devices.				
d) Inspect process equipment (pipes, pumps, etc.).				
e) Inspect containment structures (dikes, curbs, etc.).				
f) Inspect facility for structural malfunctions (roof, floor, etc.).				
g) Inspect hazardous waste handling/loading areas each day used.				
h) Record of any malfunctions due to equipment or operator errors.				
i) Record of any hazardous waste discharges.				
5. The facility has provided a Personnel Training Program in compliance with Sections 265.16(a)(b)(c) and 3745-55-16-A-B-C including instruction in safe equipment operation and emergency response procedures, training new employees within 6 months and providing an annual training program refresher course.				
6. The facility keeps all records required by Sections 265.16(d)(e) and 3745-55-16-D-E including written job titles, job descriptions and documented employee training records.				
7. If required due to the actual hazards associated with Ignitable, Reactive or incompatible waste materials, the facility meets the following requirements (Sections 265.17 and 3745-55-17).				

N/A

	Yes	No	N/A	Remark #
a) Protection from sources of ignition. N/A				
b) Physical separation of incompatible waste materials.				
c) "No Smoking" or "No Open Flames" signs near areas where Ignitable or Reactive wastes are handled.				
d) Any co-mingling of waste materials is done in a controlled, safe manner as prescribed by Sections 265.17(b) and 3745-55-17-B.				

Subpart C: Preparedness and Prevention

1. Has there been a fire, explosion or non-planned release of hazardous waste at this facility? (265.31 and 3745-55-31).	✓			TAR Spill Approx. 1 YR. AGO
2. If required due to actual hazards associated with the waste material, the facility has the following equipment: (265.32 and 3745-55-32).	✓			
a) Internal alarm system	✓			
b) Access to telephone, radio or other device for summoning emergency assistance.	✓			
c) Portable fire control equipment.	✓			
d) Water at adequate volume and pressure via hoses sprinklers, foamers or sprayers.	✓			
3. All required safety, fire and communications equipment is tested and maintained as necessary; testing and maintenance are documented. (265.33 and 3745-55-33).	✓			
4. If required due to the actual hazards associated with the waste material, personnel have immediate access to an emergency communication device during times when hazardous waste is being physically handled (Sections 265.34 and 3745-55-34).	✓			

	Yes	No	N/A	Remark #
5. If required due to the actual hazards associated with the waste material, adequate aisle space to allow unobstructed movement or emergency or spill control equipment is maintained (265.35 and 3745-55-35).	✓			
6. If required due to the actual hazards associated with the waste material, the facility has attempted to make appropriate arrangements with local emergency service authorities to familiarize them with the possible hazards and the facility layout (265.37(a) and 3745-55-37-A).	✓			Fire Dept
7. Where state or local emergency service authorities have declined to enter into any proposed special arrangements or agreements the refusal has been documented (265.37(b) and 3745-55-37-B).			✓	

Subpart D: Contingency and Emergency

	Yes	No	N/A	Remark #
1. The facility has a written Contingency Plan designed to minimize hazards from fires, explosions or unplanned releases of hazardous wastes (265.51 and 3745-55-51) and contains the following components:	✓			SPCC Plan
a) Actions to be taken by personnel in the event of an emergency incident.	✓			
b) Arrangements or agreements with local or state emergency authorities.	✓			
c) Names, addresses and telephone numbers of all persons qualified to act as emergency coordinator.	✓			
d) A list of all emergency equipment including location, physical description and outline of capabilities.	✓			
e) If required due to the actual hazards associated with the waste(s) handled, an evacuation plan for facility personnel (Sections 265.51(f) and 3745-55-51-F).			✓	
2. A copy of the Contingency Plan and any plan revisions is maintained on-site and has been submitted to all Local and State emergency service authorities that might be required to participate in the execution of the plan. (Sections 265.53 and 3745-55-53).	✓			

	Yes	No	N/A	Remark #
3. The plan is revised in response to facility, equipment and personnel changes or failure of the plan (265.54 and 3745-55-54).	✓			
4. An emergency coordinator is designated at all times (on-site or on-call) is familiar with all aspects of site operation and emergency procedures and has the authority to implement all aspects of the Contingency Plan (Sections 265.55 and 3745-55-55).	✓			UNDER TRUSTEE
5. If an emergency situation has occurred, the emergency coordinator has implemented all or part of the Contingency Plan and has taken all of the actions and made all of the notifications deemed necessary under Sections 265.56 and 3745-55-56.	✓			TAR SPILL 1 YR AGO

Subpart E: Manifests/Records/Reporting

NOTE: THE FOLLOWING REQUIREMENTS ARE APPLICABLE TO BOTH ON-SITE AND OFF-SITE TREATMENT, STORAGE AND DISPOSAL FACILITIES.

	Yes	No	N/A	Remark #
1. The operator maintains a written operating record at his facility as required by Sections 265.73 and 3745-55-73 which contains the following information:			N/A	
a) Description and quantity of each hazardous waste treated, stored or disposed of within the facility and the date(s) and method(s) pertinent to such treatment storage or disposal (262.73(b)(1) and 3745-55-73-B-1).				
b) Common name, EPA Hazardous Waste Identification Number and physical state (liquid, solid, gas) of the waste(s).				
c) The estimated (or actual) weight, volume or density of the waste material(s).				
d) A description of the method(s) used to treat, store or dispose of the waste(s) using the EPA Handling Codes listed in 45 FR 33252 (May 19, 1980).				

Re: Scioto County
New Boston Coke Corporation
Hazardous Materials

Mr. Louis P. Rochkind
1800 First National Building
Detroit, Michigan 48226

April 6, 1982

Dear Sir:

In response to your letter of April 1, 1982, concerning my meeting at New Boston Coke Corporation, I did not meet with Mr. Dery as you arranged. I spoke briefly with the plant manager, Mr. Don Gregg who informed me the plant may be operating for another four to six weeks, and closure was not being considered at that time. I conducted an inspection at the facility for hazardous waste generation, and found several problem areas that needed to be addressed. I also visited the 'Fox Hollow Dump', an area near the plant where the plant's waste was deposited prior to RCRA.

There are several types of requirements to be met by New Boston Coke. First, there are certain operating requirements for any facility which is generating hazardous waste. This facility had several deficiencies in this area and these are being detailed in my inspection report, which will be sent to Mr. Gregg. The second area would be those sites on the plant property which manage hazardous waste; in this case, the decantur tar sludge, which is placed in containers and disposal off-site. All such waste should be removed and properly disposed, and equipment used to handle this waste, decontaminated. The third area to be addressed would be any areas which contain wastes that may have hazardous constituants present in them. An example would be the quench water pit, which contains wastewater effluent from the by-products plant. Any liquid or solids in the pit should be evaluated for hazardous constituants. If these are present in concentrations sufficient to make the material hazardous, the waste should be treated or disposed in a proper manner.

It is too early at this point to address the problem of hazardous materials which were disposed at the Fox Hollow area, but the situation is now under study.

I will keep you informed of any further developments in this matter.

Sincerely,

Michael Moschell

Michael Moschell
Environmental Scientist
Division of Hazardous Materials Management

MM:dm

cc: DHMM, C.O.
cc: Mr. Don Gregg, New Boston Coke Corporation

AK000041

State of Ohio Environmental Protection Agency
Southeast District Office
2195 Front St. Logan, Ohio 43138 • (614) 385-8501

James A. Rhodes, Governor
Wayne S. Nichols, Director

Re: Scioto County
New Boston Coke Corporation
Hazardous Materials
#OHD05422900

New Boston Coke Corporation
600 River Avenue
New Boston, Ohio 44662

May 25, 1982

Attention: Mr. Don Gregg

Dear Sir:

On May 17, 1982, Ohio EPA conducted a follow-up inspection of your facility to determine compliance with State and Federal hazardous materials regulations. An inspection on April 1, 1982, revealed several deficiencies in your plant's hazardous waste program. Progress in these areas is listed below:

1. Containers - the waste hauler, L.J. Scarpace, had been contacted about providing covers for the roll-off containers he provides. Spilled tar had been cleaned up around the decantur, several leaks had been repaired in some lines, and a valve replaced. Due to the conditions at the plant, it may not be feasible to mark the date waste accumulation began on the container, as required. I understand your office personnel have kept records of this, however. Please arrange with your hauler to provide covers for these containers, within 30 days.

During my visit, I inspected the quench water pit, which contains ammonia water from the by-products plant. A quantity of waste material had been dredged from the pit, and was piled next to it. Before this materials is disposed of, by landfilling on- or off-site, it should be tested for hazardous characteristics. The extraction procedure (EP Toxicity) test would be most appropriate, since the water from the by-products plant may contain toxic constituants. Please contact this office before disposal is arranged; there are certain requirements for on-site landfilling that would also apply.

I will call to arrange another visit after sixty days to review the personnel training records and closure plan. Please call if there are any questions.

Sincerely,

Michael Moschell
Environmental Scientist
Division of Hazardous Materials Management

MM:dm

cc: Paula Cotter, DHM, C.O.
cc: Kathy Homer, Region V, USEPA

RECEIVED
OHIO EPA
MAY 27 1982
DIV. HAZARDOUS MATERIALS MANAGEMENT

AK000042

Re: Scioto County
New Boston Coke Corporation
Hazardous Materials
OHD05422900

RECEIVED
OHIO EPA
AUG 17 1982
DIV. HAZARDOUS
MATERIALS MANAGEMENT

New Boston Coke Corporation
600 River Avenue
New Boston, Ohio 44662

August 16, 1982

Attention: Mr. Don Gregg

Dear Sir:

On August 12, 1982, I visited your facility for the purpose of re-inspection. Progress is noted below:

1. Contingency Plan: The existing SPCC plan was reviewed by your personnel as being adequate to meet the requirements of a contingency plan for hazardous materials.

2. Closure: It is my understanding from your meeting that New Boston Coke is still owned by McLouth Steel under the court-appointed trusteeship of Mr. Fred Dery. New Boston Coke Corporation has been given an 'open-end extension' to operate, therefore, closure is not planned in the immediate future. We discussed closure procedures, and I requested that you notify Ohio EPA if closure is expected.

3. Containers: Containers are still not being covered during storage, as required. Please arrange to purchase tarps or other suitable covers as soon as possible so that enforcement action will not be necessary. You must ensure the containers are covered for transport.

4. Personnel Training: Requirements for trianing were reviewed with you. Apparently, most personnel are familiar with emergency procedures outlined in the SPCC plan, but no documentation records have been kept.

Please write within thirty days, detailing what steps you have taken to cover the containers in storage, and what arrangements were made to cover them during transportation.

You requested the names and contacts of secure landfills in Ohio which could dispose of the decanter tar sludge you generate. The three sites are:

CECOS/CER
5092 Aber Road
Williamsburg, Ohio 45176
513-681-5731
Contact: Mr. John Perrone

Fondessy Enterprises, Inc.
876 Otter Road
Oregon, Ohio 43616
419-726-1521
Contact: Mr. James Hamilton

Chemical Waste Management
4645 Executive Drive
Columbus, Ohio 43220
614-457-7090 Contact: Mr. Michael Betts

AK000043

Incinerator sites for your wash oil sludge are:

M.S.D. Incineration Facility
Gest Street
Cincinnati, Ohio
513-352-4800
Contact: Mr. John Trapp

Robert Ross & Sons, Inc.
394 Giles Road
Grafton, Ohio 44044
216-748-2171

Please understand this list may not be complete, and that we do not endorse these sites by listing them, nor guarantee that they can accept your waste. You should contact the sites for specific details.

Sincerely,

Michael Moschell
Environmental Scientist
Division of Hazardous Materials Management

MM:dm

cc: Paula Cotter, DHMM, C.O.
cc: Kathy Homer, USEPA, Region V

SE CHT 5402990

Ohio EPA

Re: Scioto County
New Boston Coke
Hazardous Materials

RECEIVED
OHIO EPA
SEP 8 1983
DIV. HAZARDOUS
MATERIALS MANAGEMENT

New Boston Coke Corporation
P.O. Box 3128
New Boston, Ohio 45662

August 10, 1983

Attention: Mr. Don Gregg

Dear Sir:

On July 21, 1983, Ohio EPA conducted an inspection of your facility to determine compliance with State hazardous waste rules. At the time of inspection, updated personnel training records were not available for review. Please confirm the required training has been done.

A copy of the inspection form is attached. Please feel free to call with any questions.

Sincerely,

Michael Moschell

Michael Moschell
Inspector
Division of Hazardous Materials Managment

MM:dm

cc: Paula Cotter, DHMM, C.O.

AK000045

T-21-83 1100 Hrs
Date and Time of Inspection

RCRA INTERIM STATUS INSPECTION FORM

HWFAB # None

PART 1. GENERAL INFORMATION

U.S. EPA I.D. # OHD 054622900

Facility: New Boston Coke Corp. Address: 600 River Ave; P.O. Box 3128 City: New Boston

State: Ohio Zip Code: 45662 County: Scioto Telephone: 614-456-4154

INSPECTION PARTICIPANTS(S)

	(Name)	(Title)	(Telephone)
1.	Don Gregg	Plant Mgr.	456-4154
2.	Frank Iovino	Gen. Foreman	456-4154
3.	David Grashall	Pl. Engr	456-4154

INSPECTOR(S)

1.	Mike Moscheli	EPA	614-385-8501
2.			
3.			

INSTALLATION ACTIVITY

Mark One

- [x] Generator only (G)
- [ ] Transporter (T)
- [ ] TSDF only
- [ ] G-T
- [ ] G-TSDF
- [ ] T-TSDF
- [ ] G-T-TSDF

If the site is a TSDF, check the boxes indicating which regulations are applicable.

- [ ] General Facility Standards, Preparedness and Prevention, Contingency and Emergency, Manifests/Records/Reporting, Closure
- [ ] Containers S01
- [ ] Tanks S02/T01
- [ ] Surface Impoundments S04/T02
- [ ] Incineration/Thermal Treatment
- [ ] Waste Piles S03
- [ ] Land Treatment D81
- [ ] Landfills D80
- [ ] Chemical/Physical/Biological T04
- [ ] Groundwater Monitoring
- [ ] Post-Closure

RCRA INTERIM STATUS INSPECTION FORM

	Yes	No	N/A	Remark #
1. Has the facility submitted a Part A to Ohio?		✓		
2. If "yes", is it complete and accurate?			✓	
3. Has the facility submitted a Part B?			✓	

REMARKS, PART 1. GENERAL INFORMATION
Include a brief description of site activity and waste handling.

Coal Coking Operation; stores Decanter Tar - K087, in hoppers for less than 90 days.

AK000047

Revised 9/15/82

RCRA INTERIM STATUS INSPECTION FORM

PART 2. GENERATOR REQUIREMENTS

	Yes	No	N/A	Remark #
1. The hazardous waste(s) generated at this facility have been tested or are acknowledged to be hazardous waste(s) as defined in Sections 261 and 3745-51 in compliance with the requirements of Sections 262.11 and 3745-52-11.	✓			
2. Does this facility generate any hazardous wastes that are excluded from regulation under Sections 261.4 and 3745-51-04 (statutory exclusions) or Sections 261.6 and 3745-51-06 (recycle/reuse)?		✓		
3. Does this facility have waste or waste treatment equipment that is excluded from regulation because of totally enclosed treatment (Sections 265.1(c)(9) and 3745-55-C-9 or via operation of an elementary neutralization unit and/or wastewater treatment unit (Sections 265.1(c)(10) and 3745-55-C-10.		✓		
4. The generator meets the following requirements with respect to the preparation, use and retention of the hazardous waste manifest:				
a) The manifest form used contains all of the information required by Sections 262.21(a), (b) and 3745-52-21-A-B and the minimum number of copies required by Sections 262.22 and 3745-52-22.	✓			
b) The generator has designated at least one permitted disposal facility and has/will designate an alternate facility or instructions to return waste in compliance with Sections 262.20 and 3745-52-20.	✓			
c) Prepared manifests have been signed by the generator and initial transporter in compliance with Sections 262.23 and 3745-52-23.	✓			
d) The generator has complied with manifest exception reporting requirements (investigate after 35 days, report after 45 days) in Sections 262.42(a), (b) and 3745-52-42.			✓	
e) Signed copies of all hazardous waste manifests and any documentation required for Exception Reports are retained for at least 3 years as required by Sections 262.40 and 3745-52-40.	✓			

	Yes	No	N/A	Remark #
5. The generator meets the following hazardous waste pre-transport requirements:				
a) Prior to offering hazardous wastes for transport off-site the waste material is packaged, labeled and marked in accord with applicable DOT regulations (Sections 262.30, 262.31 and 262.32(a) and 3745-52-30, 52-31, and 52-32-A).	✓			
b) Prior to offering hazardous wastes for transport off-site each container with a capacity of 110 gallons (416 Liters) or less is affixed with a completed hazardous waste label as required by Sections 262.32(b) and 3745-52-32-B.			✓	
c) The generator meets requirements for properly placarding or offering to properly placard the initial transporter of the waste material in compliance with Sections 262.33 and 3745-52-33.	✓			
6. The generator meets the following recordkeeping and reporting requirements:				
a) The generator has submitted an annual report for all hazardous waste shipped off-site as required by Sections 262.41(a) and 3745-52-41-A-B.	✓			
b) The generator has submitted an annual report for all hazardous waste treated, stored or disposed of on-site as required by Sections 262.41(b) and 3745-52-41-C and in compliance with Sections 265.71 and 3745-55-71, when applicable.			✓	
7. Hazardous wastes imported from or exported to foreign countries are handled in accordance with the requirements of Sections 262.50 and 3745-52-50.			✓	
8. If the generator elects to store hazardous waste on-site in containers or tanks for 90 days or less without a RCRA storage permit as provided under Sections 262.34 and 3745-52-34, the following requirements with respect to such storage are met:	✓			
a) Containers: the waste is stored in closed containers which meet all applicable DOT pre-transport requirements for packaging, labeling and marking.	✓			

	Yes	No	N/A	Remark #
b) The date that accumulation began is clearly marked on each container.	—	—	✓	—
c) The area where containers are stored is inspected for evidence of leaks or corrosion at least weekly and such inspections are documented (265.174 and 3745-56-54).	✓	—	—	—
d) Containers holding ignitable or reactive waste(s) are located at least 50 feet (15 Meters) from the property line (Sections 265.176 and 3745-56-56), and the general requirements for handling such wastes in Sections 265.17 and 3745-55-17 (physical separation, signs and safety) are met.	—	—	✓	—
e) Tanks: the tank(s) are operated in compliance with the safety requirements of Sections 265.17, 265.192(b), 3745-55-17 and 56-72-B and are equipped with a waste-feed cutoff or bypass system as required in Sections 265.192(d) and 3745-56-72-D.	—	—	✓	—
f) Uncovered tanks have at least 2 feet (60 cm.) of freeboard unless they are equipped with a spill containment system with a capacity that equals or exceeds the volume that 2 feet of freeboard would otherwise provide (265.192 (c) and 3745-56-72-C).	—	—	✓	—
g) Daily inspections are made of all systems pertinent to the proper operation of the tank: discharge and cutoff, monitoring equipment, tank level and freeboard (265.194 and 3745-56-74-A-B-C).	—	—	✓	—
h) Weekly inspections are made of all tank construction materials and containment structures (265.194 and 3745-56-74-D-E).	—	—	✓	—
9. The generator has provided a Personnel Training Program in compliance with Sections 265.16(a)(b)(c) and 3745-55-16-A-B-C including instruction in safe equipment operation and emergency response procedures, training new employees within 6 months and providing an annual training program refresher course (Sections 262.34 and 3745-52-34).	✓	—	—	Need To See Doc. ON TRAINING
10. The generator keeps all of the records required by Sections 265.16(d)(e) and 3745-55-16-D-E including written job titles, job descriptions and documented employee training records (Sections 262.34 and 3745-52-34).	✓	—	—	—

RCRA INTERIM STATUS INSPECTION FORM

	Yes	No	N/A	Remark #
11. Whenever a tank is permanently taken out of service or upon closure of the facility all hazardous wastes and residues are removed and properly disposed of (Sections 265.197 and 3745-56-77) as referenced in Sections 262.34 and 3745-52-34.			✓	

NOTE: SHORT-TERM STORAGE FOR 90 DAYS OR LESS IN TANKS AND CONTAINERS ALSO REQUIRES THAT REGULATIONS IN SECTION 265, SUBPARTS C AND D (PREPAREDNESS AND PREVENTION PLUS CONTINGENCY AND EMERGENCY) AND 3745-55-30 THRU 37 AND 3745-55-50 THRU 70 BE MET. COMPLETE THESE SECTIONS OF THE INSPECTION FORM UNDER PART 4 - GENERAL INTERIM STATUS REQUIREMENTS.

REMARKS, PART 2. GENERATOR REQUIREMENTS

RCRA INTERIM STATUS INSPECTION FORM

Subpart C: Preparedness and Prevention

	Yes	No	N/A	Remark
1. Has there been a fire, explosion or non-planned release of hazardous waste at this facility? (265.31)		✓		
2. If required due to actual hazards associated with the waste material, the facility has the following equipment: (265.32)				
a) Internal alarm system.	✓			
b) Access to telephone, radio or other device for summoning emergency assistance.	✓			
c) Portable fire control equipment.	✓			
d) Water at adequate volume and pressure via hoses sprinkler, foamers or sprayers.	✓			
3. All required safety, fire and communications equipment is tested and maintained as necessary; testing and maintenance are documented. (265.33)	✓			
4. If required due to the actual hazards associated with the waste material, personnel have immediate access to an emergency communication device during times when hazardous waste is being physically handled. (265.34)	✓			
5. If required due to the actual hazards associated with the waste material, adequate aisle space to allow unobstructed movement or emergency or spill control equipment is maintained. (265.35)	✓			
6. If required due to the actual hazards associated with the waste material, the facility has attempted to make appropriate arrangements with local emergency service authorities to familiarize them with the possible hazards and the facility layout. (265.37(a)			✓	
7. Where state or local emergency service authorities have declined to enter into any proposed special arrangements or agreements the refusal has been documented. (265.37(b)			✓	

Subpart D: Contingency and Emergency

	Yes	No	N/A	Remark #
1. The facility has a written Contingency Plan designed to minimize hazards from fires, explosions or unplanned releases of hazardous wastes (265.51) and contains the following components:				
a) Actions to be taken by personnel in the event of an emergency incident.	✓			
b) Arrangements or agreements with local or state emergency authorities.	✓			
c) Names, addresses and telephone numbers of all persons qualified to act as emergency coordinator.	✓			
d) A list of all emergency equipment including location, physical description and outline of capabilities.	✓			
e) If required due to the actual hazards associated with the waste(s) handled, an evacuation plan for facility personnel. (265.51(f))	✓			
2. A copy of the Contingency Plan and any plan revisions is maintained on-site and has been submitted to all local and state emergency service authorities that might be required to participate in the execution of the plan. (265.53)	✓			
3. The plan is revised in response to facility, equipment and personnel changes or failure of the plan. (265.54)	✓			
4. An emergency coordinator is designated at all times (on-site or on-call) is familiar with all aspects of site operation and emergency procedures and has the authority to implement all aspects of the Contingency Plan. (265.56)	✓			
5. If an emergency situation has occurred, the emergency coordinator has implemented all or part of the Contingency Plan and has taken all of the actions and made all of the notifications deemed necessary under Sections 265.56.			✓	

Revised 9/15/87

Re: ~~Lawrence~~ SCIOTO County
New Boston Coke Corporation
Hazardous Materials
OHD054022900

New Boston Coke Corporation
P.O. Box 3128
New Boston, Ohio 45662

July 19, 1984

Attention: Mr. Don Gregg

Dear Sir:

On July 17, 1984, Ohio EPA conducted an inspection of your facility to determine compliance with hazardous waste rules. At the time of inspection, the following problem areas were noted:

1. Containers, Ohio Administrative Code 3745-66-24 - Inspections of the decanter tar containers were not properly documented. Liquid was leaking from the container. An inspection checklist should be prepared and used within 30 days; containers found to be leaking should be repaired or replaced.

2. Personnel Training, Ohio Administrative Code 3745-65-16 - The proper documentation was not available on RCRA training of personnel. Please provide this training and documentation within 60 days.

3. Contingency Plan, Ohio Administrative Code 3745-65-54 - The plan should be updated to reflect recent changes in personnel or procedures.

Attached are copies of the regulations which you requested. A copy of the inspection form is also enclosed. Please make the requested corrections in the time limits given, and feel free to call with any questions. (614) 385-8501

Sincerely,

Michael Moschell

Michael Moschell
Inspector
Division of Solid & Hazardous Waste Management

MM:dm

cc: P. T. Cotter, DSHWM, CO

RECEIVED
OHIO EPA
SEP 11 1984
DIV. of SOLID & HAZ. WASTE MGT.

AK000054

Southeast District Office
2195 Front St., Logan, Ohio 43138

Richard F. Celeste, Governor
Robert H. Maynard, Director

AK0000055

7-17-84 9:00 AM
Date and Time of Inspection

RCRA INTERIM STATUS INSPECTION FORM

HWFAB # —

PART 1. GENERAL INFORMATION

U.S. EPA I.D. # OHD054022900

Facility: New Boston Coke Address: P.O. Box 318 City: New Boston

State: Ohio Zip Code: 45662 County: Scioto Telephone: 614-456-4154

INSPECTION PARTICIPANTS(S)

	(Name)	(Title)	(Telephone)
1.	Greg Bischoff	Super. Envt. & Safety	456-4154
2.	Don Gregg	Plant Mgr.	456-4154
3.			

INSPECTOR(S)

1.	Mike Moscheli	Insp	385-8501
2.			
3.			

INSTALLATION ACTIVITY

Mark One

- ☑ Generator only (G)
- ☐ Transporter (T)
- ☐ TSDF only
- ☐ G-T
- ☐ G-TSDF
- ☐ T-TSDF
- ☐ G-T-TSDF

If the site is a TSDF, check the boxes indicating which regulations are applicable.

- ☐ General Facility Standards, Preparedness and Prevention, Contingency and Emergency, Manifests/Records/Reporting, Closure
- ☐ Containers S01
- ☐ Tanks S02/T01
- ☐ Surface Impoundments S04/T02
- ☐ Incineration/Thermal Treatment
- ☐ Waste Piles S03
- ☐ Land Treatment D81
- ☐ Landfills D80
- ☐ Chemical/Physical/Biological T04
- ☐ Groundwater Monitoring
- ☐ Post-Closure

RCRA INTERIM STATUS INSPECTION FORM

	Yes	No	N/A	Remark #
1. Has the facility submitted a Part A to Ohio?	___	X	___	___
2. If "yes", is it complete and accurate?	___	___	X	1
3. Has the facility submitted a Part B?	___	___	X	___

REMARKS, PART 1. GENERAL INFORMATION

Include a brief description of site activity and waste handling.

Coal Coking operation. Stores K087 <90 days in container

RCRA INTERIM STATUS INSPECTION FORM

PART 2. GENERATOR REQUIREMENTS

	Yes	No	N/A	Remark #
1. The hazardous waste(s) generated at this facility have been tested or are acknowledged to be hazardous waste(s) as defined in Section 261 and in compliance with the requirements of Sections 262.11.	✓			
2. Does this facility generate any hazardous wastes that are excluded from regulation under Section 261.4 (statutory exclusions) or Section 261.6 (recycle/reuse)?		✓		
3. Does this facility have waste or waste treatment equipment that is excluded from regulation because of totally enclosed treatment (Section 265.1(c)(9)) or via operation of an elementary neutralization unit and/or wastewater treatment unit (Section 265.1(c)(10)).			✓	
4. The generator meets the following requirements with respect to the preparation, use and retention of the hazardous waste manifest:				
a) The manifest form used contains all of the information required by Section 262.21(a) and (b) and the minimum number of copies required by Section 262.22.	✓			
b) The generator has designated at least one permitted disposal facility and has/will designate an alternate facility or instructions to return waste in compliance with Section 262.20.	✓			
c) Prepared manifests have been signed by the generator and initial transporter in compliance with Section 262.23.	✓			
d) The generator has complied with manifest exception reporting requirements (investigate after 35 days, report after 45 days) in Section 262.42(a), (b)	✓			
e) Signed copies of all hazardous waste manifests and any documentation required for Exception Reports are retained for at least 3 years as required by Section 262.40.	✓			

RCRA INTERIM STATUS INSPECTION FORM

	Yes	No	N/A	Remark #
5. The generator meets the following hazardous waste pre-transport requirements:				
a) Prior to offering hazardous wastes for transport off-site the waste material is packaged, labeled and marked in accord with applicable DOT regulations (Section 262.30, 262.31 and 262.32(a))	✓			
b) Prior to offering hazardous wastes for transport off-site each container with a capacity of 110 gallons (416 liters) or less is affixed with a completed hazardous waste label as required by Section 262.32(b).			✓	
c) The generator meets requirements for properly placarding or offering to properly placard the initial transporter of the waste material in compliance with Section 262.33.	✓			
6. Hazardous wastes imported from or exported to foreign countries are handled in accordance with the requirements of Section 262.50.			✓	
7. If the generator elects to store hazardous waste on-site in containers or tanks for 90 days or less without a RCRA storage permit as provided under Section 262.34, the following requirements with respect to such storage are met:				
a) The containers are clearly marked with the words "Hazardous Waste".	✓			
b) The date that accumulation began is clearly marked on each container.				
8. The generator has provided a Personnel Training Program in compliance with Section 265.16(a)(b)(c) including instruction in safe equipment operation and emergency response procedures, training new employees within 6 months and providing an annual training program refresher course (Section 262.34).	✓			
9. The generator keeps all of the records required by Section 265.16(d)(e) including written job titles, job descriptions and documented employee training records (Section 262.34).		✓		

RCRA INTERIM STATUS INSPECTION FORM

NOTE : SHORT-TERM STORAGE FOR 90 DAYS OR LESS IN TANKS AND CONTAINERS ALSO REQUIRES THAT REGULATIONS IN SECTION 265, SUBPARTS C AND D (PREPAREDNESS AND PREVENTION PLUS CONTINGENCY AND EMERGENCY) AND CERTAIN PORTIONS OF THE "CONTAINERS" AND "TANKS" RULES BE MET. COMPLETE THE APPROPRIATE SECTIONS OF THE INSPECTION FORM.

REMARKS, PART 2. GENERATOR REQUIREMENTS

PUCO #

RCRA INTERIM STATUS INSPECTION FORM

PART 3. TRANSPORTER REQUIREMENTS

	Yes	No	N/A	Remark #
1. The entity has registered with the Public Utilities Commission of Ohio as a transporter of hazardous waste.	___	___	___	___
2. The transporter has not accepted any hazardous wastes for transport unless the waste was accompanied by a manifest prepared by the generator in accordance with Section 262.	___	___	___	___
3. The transporter has signed the manifest as required by Section 263.20(b) and has carried the manifest with the waste shipment as required by 263.20(c).	___	___	___	___
4. Upon delivery of the hazardous waste to the next transporter or the designated facility, the transporter has signed the manifest as required in Section 263.20(d) and has retained a signed copy (available for inspection) for at least 3 years (263.22(a)).	___	___	___	___
5. The transporter has delivered the entire quantity of hazardous waste accepted from the generator in accordance with manifest instructions; in cases where this was not possible the transporter has contacted the generator for further instructions and revised the manifest accordingly (263.21).	___	___	___	___
6. If hazardous waste has been delivered to rail transporters or water transporters, the original transporter has complied with the manifest handling requirements of Section 263.20(e)(f).	___	___	___	___
7. If hazardous waste has been shipped out of the country, the transporter has retained signed copies of the manifest (available for inspection for at least 3 years) indicating that the waste left the U.S.A. (263.22(c).	___	___	___	___
8. Has the transporter ever had a discharge of hazardous waste during time that the waste was under his control?	___	___	___	___
a) Was immediate action taken? (Notify authorities, dike discharge) (263.30(a)).	___	___	___	___

RCRA INTERIM STATUS INSPECTION FORM

	Yes	No	N/A	Remark #
b) Were all of the notifications required by Section 263.30(c)(d) made?	___	___	___	_____
c) Was the discharge cleaned up as required by Section 263.31?	___	___	___	_____
9. Does the transporter store hazardous waste temporarily while they are in transit?	___	___	___	_____
a) Manifested wastes are not stored for longer than 10 days ("Transfer Facility") and remain properly DOT-packaged during storage (263.12).	___	___	___	_____

NOTE : TEMPORARY STORAGE IN STATIONARY TANKS IS NOT PERMITTED UNDER TRANSFER FACILITY REQUIREMENTS AND SUCH STORAGE REQUIRES A RCRA PERMIT APPLICATION AND IS SUBJECT TO INTERIM STATUS REQUIREMENTS FOR STORAGE FACILITIES. ANY TYPE OF STORAGE BY THE TRANSPORTER WHICH IS NOT SPECIFICALLY AUTHORIZED UNDER SECTION 263.12, TRANSFER FACILITY REQUIREMENTS, IS SUBJECT TO FULL RCRA REGULATION.

10. Does the transporter import hazardous waste into the United States?	___	___	___	_____
11. Does the transporter mix hazardous wastes of different U.S. DOT shipping descriptions by placing them into a single container?	___	___	___	_____

NOTE : A TRANSPORTER THAT IMPORTS HAZARDOUS WASTES OR MIXES WASTES AS DEFINED IN SECTION 263.10(c) BECOMES A GENERATOR AND IS SUBJECT TO THE REQUIREMENTS OF SECTION 262.

REMARKS, PART 3. TRANSPORTER REQUIREMENTS

RCRA INTERIM STATUS INSPECTION FORM

PART 4. GENERAL INTERIM STATUS REQUIREMENTS

SUBPARTS INCLUDED

B: General Facility Standards
C: Preparedness and Prevention
D: Contingency and Emergency
E: Manifest/Records/Reporting
G: Closure
H: Financial Requirements

Subpart B: General Facility Standards

	Yes	No	N/A	Remark #
1. The operator has a detailed chemical and physical analysis of the wastematerial containing all of the information which must be known to properly treat or store the waste as required by Section 265.13(a)(1).	___	___	___	_____
2. The operator has a written waste analysis plan which describes analytical parameters, test methods, sampling methods, testing frequency and responses to any process changes that may affect the character of the waste (Section 265.13(b)).	___	___	___	_____
3. a) Physical contact with the waste structures or equipment will not injure unknowing/unauthorized persons or livestock entering the facility (265.14(a)(1)).	___	___	___	_____
b) Disturbance of the waste will not cause a violation of the hazardous waste regulations (265.14(a)(2)).	___	___	___	_____
IF BOTH 3a AND 3b ARE "YES", MARK QUESTIONS 4 AND 5 "NOT APPLICABLE".				
4. The facility has -				
a) A 24-hour surveillance system, or	___	___	___	_____
b) An artificial or natural barrier and a means to control entry at all times (265.14(b)(2).	___	___	___	_____

RCRA INTERIM STATUS INSPECTION FORM

	Yes	No	N/A	Remark #
5. The facility has a sign "Danger-Unauthorized Personnel Keep Out" at each entrance to the active portion of the facility and at other locations as necessary. (265.14(c))	___	___	___	___
6. a) The operator must develop and follow a comprehensive, written inspection plan and must document the inspections, malfunctions and any remedial actions taken in an operating record log which is kept for at least three years. (265.15)	___	___	___	___
b) Areas subject to spills (i.e., loading and unloading areas, container storage areas, etc.) are inspected daily when in use and according to other applicable regulations when not actively in use. (265.15(b)(4)	___	___	___	___
7. The facility has provided a Personnel Training Program in compliance with Section 265.16(a)(b)(c) including instruction in safe equipment operation and emergency response procedures, training new employees within 6 months and providing an annual training program refresher course.	___	___	___	___
8. The facility keeps all records required by Section 265.16(d)(e) including written job titles, job descriptions and documented employee training records.	___	___	___	___
9. If required due to the actual hazards associated with Ignitable, Reactive or incompatible waste materials, the facility meets the following requirements (Section 265.17).				
a) Protection from sources of ignition.	___	___	___	___
b) Physical separation of incompatible waste materials.	___	___	___	___
c) "No Smoking" or "No Open Flames" signs near areas where Ignitable or Reactive wastes are handled.	___	___	___	___
d) Any comingling of waste materials is done in a controlled, safe manner as prescribed by Section 265.17(b).	___	___	___	___

RCRA INTERIM STATUS INSPECTION FORM

Subpart C: Preparedness and Prevention

	Yes	No	N/A	Remark #
1. Has there been a fire, explosion or non-planned release of hazardous waste at this facility? (265.31)		✓		
2. If required due to actual hazards associated with the waste material, the facility has the following equipment: (265.32)				
a) Internal alarm system.	✓			
b) Access to telephone, radio or other device for summoning emergency assistance.	✓			
c) Portable fire control equipment.	✓			
d) Water at adequate volume and pressure via hoses sprinkler, foamers or sprayers.	✓			
3. All required safety, fire and communications equipment is tested and maintained as necessary; testing and maintenance are documented. (265.33)	✓			
4. If required due to the actual hazards associated with the waste material, personnel have immediate access to an emergency communication device during times when hazardous waste is being physically handled. (265.34)	✓			
5. If required due to the actual hazards associated with the waste material, adequate aisle space to allow unobstructed movement of emergency or spill control equipment is maintained. (265.35)	✓			
6. If required due to the actual hazards associated with the waste material, the facility has attempted to make appropriate arrangements with local emergency service authorities to familiarize them with the possible hazards and the facility layout. (265.37(a)	✓			
7. Where state or local emergency service authorities have declined to enter into any proposed special arrangements or agreements the refusal has been documented. (265.37(b)			✓	

RCRA INTERIM STATUS INSPECTION FORM

Subpart D: Contingency and Emergency

	Yes	No	N/A	Remark #
1. The facility has a written Contingency Plan designed to minimize hazards from fires, explosions or unplanned releases of hazardous wastes (265.51) and contains the following components:				
a) Actions to be taken by personnel in the event of an emergency incident.	✓			
b) Arrangements or agreements with local or state emergency authorities.	✓			
c) Names, addresses and telephone numbers of all persons qualified to act as emergency coordinator.	✓			
d) A list of all emergency equipment including location, physical description and outline of capabilities.	✓			
e) If required due to the actual hazards associated with the waste(s) handled, an evacuation plan for facility personnel. (265.51(f))				
2. A copy of the Contingency Plan and any plan revisions is maintained on-site and has been submitted to all local and state emergency service authorities that might be required to participate in the execution of the plan. (265.53)	✓			
3. The plan is revised in response to facility, equipment and personnel changes or failure of the plan. (265.54)	✓			
4. An emergency coordinator is designated at all times (on-site or on-call) is familiar with all aspects of site operation and emergency procedures and has the authority to implement all aspects of the Contingency Plan. (265.56)	✓			
5. If an emergency situation has occurred, the emergency coordinator has implemented all or part of the Contingency Plan and has taken all of the actions and made all of the notifications deemed necessary under Sections 265.56.			✓	

RCRA INTERIM STATUS INSPECTION FORM

PART 5. TREATMENT/STORAGE/DISPOSAL

SUBPARTS INCLUDED

I: Management of Containers	L: Waste Piles	O: Incinerators
J: Management of Tanks	M: Land Treatment	P: Thermal Treatment
K: Surface Impoundments	N: Landfills	Q: Chemical/Physical/Biological Treatment

Subpart I: Management of Containers

	Yes	No	N/A	Remark #
1. Hazardous wastes are stored in containers which are:				
a) Closed (265.173)	—	—	✓	—
b) In good physical condition (265.171)	✓	—	—	—
c) Compatible with the wastes stored in them (265.172)	✓	—	—	—
2. Containers are stored closed except when it is necessary to add or remove wastes. (265.173(a))	✓	—	—	—
3. Hazardous waste containers are not stored, handled or opened in a manner which may rupture the container or cause it to leak. (265.173(b))	✓	—	—	—
4. The area where containers are stored is inspected for evidence of leaks or corrosion at least weekly and such inspections are documented. (265.174)	—	—	—	—
5. Containers holding Ignitable or Reactive waste(s) are located at least 50 feet (15 meters) from the property line and the general requirements for handling such wastes in Section 265.17 (physical separation, signs and safety) are met (265.176).	—	—	✓	—
6. Containers holding hazardous wastes are never stored near other materials which may interact with the waste in a hazardous manner. (265.177(c)	✓	—	—	—

RCRA INTERIM STATUS INSPECTION FORM

Subpart J: Storage in Tanks

	Yes	No	N/A	Remark #
1. The tank(s) are operated in compliance with the safety requirements of Sections 265.17 and 265.192(b) and are equipped with a waste-feed cutoff or bypass system as required in Section 265.192(d).	___	___	___	_____
2. Uncovered tanks have at least 2 feet (60 cm.) of freeboard unless they are equipped with a spill containment system with a capacity that equals or exceeds the volume that 2 feet of freeboard would otherwise provide (265.192(c)).	___	___	___	_____
3. Daily inspections are made of all systems pertinent to the proper operation of the tank: discharge and cutoff, monitoring equipment, tank level and freeboard (265.194).	___	___	___	_____
4. Weekly inspections are made of all tank construction materials and containment structures (265.194).	___	___	___	_____
5. Whenever tanks are used to treat or store wastes substantially different from previous wastes or when substantially different treatment processes are used in the tank, the facility has insured the safety of such changes by one or both of the following methods: (265.193(a)				
a) A complete waste analysis plus bench scale tests or pilot tests were conducted prior to implementing the proposed changes and all data is on file in the facility operating record.	___	___	___	_____
b) Written, documented information on similar storage or treatment process changes was obtained prior to implementing the proposed changes and all documentation is on file in the facility operating record.	___	___	___	_____
6. With the exception of emergency situations, whenever Ignitable or Reactive wastes are placed in tanks the facility has insured the safety of the operation by one or both of the following methods: (265.198(a))				
a) The waste is treated immediately before or after being placed in the tank so that it is no longer Ignitable or Reactive and such treatment is done in compliance with the safety requirements of Section 265.17(b).	___	___	___	_____

RCRA INTERIM STATUS INSPECTION FORM

	Yes	No	N/A	Remark #
b) The waste is stored or treated under protected conditions eliminating the possibility of ignition or reaction.	___	___	___	_____
7. Covered tanks used to treat or store Ignitable or Reactive wastes are in compliance with NFPA buffer zone requirements (Flammable and Combustible Code 1977). (265.198(b)	___	___	___	_____
8. Incompatible waste materials are not placed in the same tanks or put in contaminated tanks unless it is done under completely controlled and safe conditions as specified in Section 265.17(b). (265.199)	___	___	___	_____
9. Whenever a tank is permanently taken out of service or upon closure of the facility all hazardous wastes and residues are removed and properly disposed of (Section 265.197).	___	___	___	_____

RCRA INTERIM STATUS INSPECTION FORM

Subpart E: Manifests/Records/Reporting

NOTE : THE FOLLOWING REQUIREMENTS ARE APPLICABLE TO BOTH ON-SITE AND OFF-SITE TREATMENT, STORAGE AND DISPOSAL FACILITIES.

		Yes	No	N/A	Remark #
1.	The operator maintains a written operating record at his facility as required by Section 265.73 which contains the following information:				
	a) Description and quantity of each hazardous waste treated, stored or disposed of within the facility and the date(s) and method(s) pertinent to such treatment storage or disposal. (262.73(b)(1)	___	___	___	_____
	b) Common name, EPA Hazardous Waste Identification Number and physical state (liquid, solid, gas) of the waste(s).	___	___	___	_____
	c) The estimated (or actual) weight, volume or density of the waste material(s).	___	___	___	_____
	d) A description of the method(s) used to treat, store or dispose of the waste(s) using the EPA Handling Codes listed in 45 FR 33252 (May 19, 1980).	___	___	___	_____
	e) The present physical location of each hazardous waste within the facility.	___	___	___	_____
	f) FOR DISPOSAL FACILITIES, the location and quantity of each hazardous waste recorded on a map of the facility and cross-references to any pertinent manifest document number(s). (265.73(b)(2)	___	___	___	_____
	g) Records of any waste analyses and trial tests required to be performed.	___	___	___	_____
	h) Records of the inspections required under Section 265.15 (General Inspection Requirements - Subpart B).	___	___	___	_____
	i) Records of any monitoring, testing or analytical data required under other Subparts as referenced by Section 265.73(b)(6).	___	___	___	_____
	j) Records of Closure cost estimates and Post-Closure (DISPOSAL ONLY) cost estimates required under Subpart G.	___	___	___	_____

RCRA INTERIM STATUS INSPECTION FORM

	Yes	No	N/A	Remark #
2. The operators has submitted an annual Treatment-Storage-Disposal Operating Report (by March 1) containing all of the operating information required under Section 265.75.	___	___	___	_____

NOTE : THE FOLLOWING REQUIREMENTS ARE APPLICABLE TO ONLY OFF-SITE TREATMENT, STORAGE AND DISPOSAL FACILITIES.

3. Manifests received by the facility are signed and dated; one copy is given to the transporter, one copy is sent to the generator within 30 days and one copy is kept for at least 3 years. (265.71)	___	___	___	_____
a) If shipping papers are used in lieu of manifests (bulk shipments, etc.) the same requirements are met. (265.71(b)	___	___	___	_____
b) Any significant discrepancies in the manifest, as defined in Section 265.72(a) are noted in writing on the manifest document. (265.71(a)(2))	___	___	___	_____
4. Any manifest discrepancies have been reconciled within 15 days as required by Section 265.72(b) or the operator has submitted the required information to the Regional Administrator/Director.	___	___	___	_____
5. If the facility has accepted any unmanifested hazardous wastes from off-site sources (except from small quantity generators) for treatment, storage, or disposal an unmanifested waste report containing all the information required by Section 265.76 has been submitted to the Regional Administrator/Director within 15 days.	___	___	___	_____

Subpart G: Closure and Post-Closure

NOTE : THE FOLLOWING REQUIREMENTS ARE APPLICABLE TO BOTH DISPOSAL AND NON-DISPOSAL FACILITIES.

1. A written Closure Plan is on file at the facility and contains the following elements: (Section 265.112)	___	___	___	_____
a) A description of how and when the facility will be closed. (265.112(a)(1).	___	___	___	_____

Re: Scioto County
New Boston Coke Corporation
Hazardous Materials
OHD054022900

August 27, 1985

New Boston Coke Corporation
P.O. Box 3128
New Boston, Ohio 45662

Attention: Mr. Greg Bischoff

Dear Sir:

On August 16, 1985, this office received your response to my June 3, 1985 inspection letter. All areas of concern in the inspection letter were properly addressed in your response and appear acceptable.

With regard to the development of your groundwater monitoring strategy, I would recommend your company consult with an environmental engineer ing or geotechnical firm to develop a plan for testing of soils and groundwater. Enclosed is a generic statement of work outline to be used in such investigations. When the site-specific work plan has been developed, we would appreciate a copy for our review, and a meeting to finalize the program prior to its implementation.

Please keep this office informed of the time-table for this project, and please call if you need assistance.

Sincerely,

Michael Moschell

Michael Moschell
Inspector
Division of Solid & Hazardous Waste Management

MM:dm

cc: Kevin O'Grady, DSHWM, CO
cc: Gerry Myers, DSHWM, CO

RECEIVED
OHIO EPA
AUG 30 1985
DIV. of SOLID & HAZ. WASTE MGT.

Southeast District Office
2195 Front St., Logan, Ohio 43138 (614) 385-8501
EPA 2416

Re: Scioto County
New Boston Coke
Hazardous Materials
OHD054022900

RECEIVED
OHIO EPA
JUN 11 1985
DIV. of SOLID & HAZ. WASTE MGT

New Boston Coke Corporation
P.O. Box 3128
New Boston, Ohio 45662

June 3, 1985

Attention: Mr. Don Gregg

Dear Sir:

On May 22, 1985, Ohio EPA conducted an inspection of your facility to determine compliance with hazardous waste rules. At the time of inspection, the following violations and problem areas were noted:

1. Containers - Section 3745-52-34 OAC requires hazardous waste storage containers to be marked with the date accumulation began, if storage is for less than 90 days. No records were being kept of the date accumulation began. This must be corrected at once, by marking the date on a label and affixing it to the container.

2. Containers - Section 3745-66-73 OAC requires containers to be stored closed except when necessary to add or remove waste. The roll-off box used is not equipped with a cover, however, the storage area is covered. An accumulation of water in the container indicates a more suitable arrangement is necessary. Please correct this problem within 30 days.

3. Contingency Plan - Section 3745-65-52 OAC requires the facility to develop a contingency plan for emergencies involving hazardous waste. The plan, at present, is very limited in scope and should be expanded to include other emergencies which may involve leaks or spills of materials which are hazardous wastes when spilled or disposed. Please submit the revised plan within 30 days for review.

4. Groundwater - Spillage of ammonia liquors, quench water, and other coking by-products at this facility are of concern to Ohio EPA. This office would appreciate the opportunity to review and comment on a comprehensive soils sampling and groundwater monitoring program for your facility, and request you submit a schedule for implementing such a program, within 30 days. A meeting can be arranged, at your request, to discuss the requirements of such a program.

A copy of the inspection form is enclosed. Please call if there are any questions.

Sincerely,

Michael Moschell

Michael Moschell
Inspector
Division of Solid & Hazardous Waste Management

MM:dm

cc: Kevin O'Grady, DSHWM, CO

Subpart D: Contingency and Emergency

	Yes	No	N/A	Remark #
1. The facility has a written Contingency Plan designed to minimize hazards from fire, explosions or unplanned releases of hazardous wastes (265.51) [3745-65-52(A)(B)(C)(D)(E)] and contains the following components:				
a) Actions to be taken by personnel in the event of an emergency incident.	✓			LIMITED
b) Arrangements or agreements with local or state emergency authorities.		✓		
c) Names, addresses and telephone numbers of all persons qualified to act as emergency coordinator.	✓			
d) A list of all emergency equipment including location, physical description and outline of capabilities.	✓			
e) If required due to the actual hazards associated with the waste(s) handled, an evacuation plan for facility personnel. (265.51(f)) [3745-65-52(F)]			✓	
2. A copy of the Contingency Plan and any plan revisions is maintained on-site and has been submitted to all local and state emergency service authorities that might be required to participate in the execution of the plan. (265.53) [3745-65-53(A)(B)]	✓			
3. The plan is revised in response to facility, equipment and personnel changes or failure of the plan. (265.54) [3745-65-54]	✓			
4. An emergency coordinator is designated at all times (on-site or on-call) is familiar with all aspects of site operation and emergency procedures and has the authority to implement all aspects of the Contingency Plan. (265.56) [3745-65-55]	✓			
5. If an emergency situation has occurred, the emergency coordinator has implemented all or part of the Contingency Plan and has taken all of the actions and made all of the notifications deemed necessary under Sections 265.56(a-j). [3745-65-56(A-J)	✓			

AK000074

RCRA INTERIM STATUS INSPECTION FORM

Subpart C: Preparedness and Prevention

	Yes	No	N/A	Remark #
1. Has there been a fire, explosion or non-planned release of hazardous waste at this facility? (265.31) [3745-65-31]		✓		
2. If required due to actual hazards associated with the waste material, the facility has the following equipment: (265.32) [3745-65-32(A)(B)(C)(D)]				
a) Internal alarm system.	✓			
b) Access to telephone, radio or other device for summoning emergency assistance.	✓			
c) Portable fire control equipment.	✓			
d) Water of adequate volume and pressure via hoses sprinkler, foamers or sprayers.	✓			
3. All required safety, fire and communications equipment is tested and maintained as necessary; testing and maintenance are documented. (265.33) [3745-65-33]	✓			
4. If required due to the actual hazards associated with the waste material, personnel have immediate access to an emergency communication device during times when hazardous waste is being physically handled. (265.34) [3745-65-34]	✓			
5. If required due to the actual hazards associated with the waste material, adequate aisle space to allow unobstructed movement of emergency or spill control equipment is maintained. (265.35) [3745-65-35]	✓			
6. If required due to the actual hazards associated with the waste material, the facility has attempted to make appropriate arrangements with local emergency service authorities to familiarize them with the possible hazards and the facility layout. (265.37(a)) [3745-65-37(A)]	✓			
7. Where state or local emergency service authorities have declined to enter into any proposed special arrangements or agreements the refusal has been documented. (265.37(b)) [3745-65-37(B)]			✓	

AK000075

5-22-85 9:30
Date and Time of Inspection

RCRA INTERIM STATUS INSPECTION FORM

HWFAB #

GENERAL INFORMATION U.S. EPA I.D. # OHD054022790

Facility: New Boston Coke Corp Address: P.O. Box 3128 City: New Boston

State: Ohio Zip Code: 45662 County: Scioto Telephone: 614-456-4154

INSPECTION PARTICIPANT(S)

	(Name)	(Title)	(Telephone)
1.	G. Greg Bischoff	Super. Env. & Safety	456-4154
2.			
3.			

INSPECTOR(S)

1.	M. Moschell	TNSP.	385-8501
2.			
3.			

INSTALLATION ACTIVITY

Mark One

- [x] Generator only (G)
- [ ] Transporter (T)
- [ ] TSDF only
- [ ] G-T
- [ ] G-TSDF
- [ ] T-TSDF
- [ ] G-T-TSDF

If the site is a TSDF, check the boxes indicating which areas were reviewed.

- [ ] General Facility Standards, Preparedness and Prevention, Contingency and Emergency Manifests/Records/Reporting, Closure
- [ ] Containers S01
- [ ] Tanks S02/T01
- [ ] Surface Impoundments S04/T02
- [ ] Incineration/Thermal Treatment
- [ ] Waste Piles S03
- [ ] Land Treatment D81
- [ ] Landfills D80
- [ ] Chemical/Physical/ Biological T04
- [ ] Groundwater Monitoring
- [ ] Post-Closure

AK000076

RCRA INTERIM STATUS INSPECTION FORM

	Yes	No	N/A	Remark #
1. Has the facility submitted a Part A to Ohio?		✓		
2. If "yes", is it complete and accurate?			✓	
3. Has the facility submitted a Part B?			✓	
4. Was advance notice of the inspection given? If so, how far in advance?	✓			1 wk.

IF THE SITE HAS RECEIVED A PART B PERMIT, USE THE RCRA STATUS INSPECTION FORM.

REMARKS, GENERAL INFORMATION

Include a brief description of site activity and waste handling.

Coal Coking facility, stores Decanter tar sludge in an open-top Rolloff-Box for <90 days.

AK000077

40 CFR 262 (OAC 3745-52) GENERATOR REQUIREMENTS

	Yes	No	N/A	Remark #
1. The hazardous waste(s) generated at this facility have been tested or are acknowledged to be hazardous waste(s) as defined in Section 261 and in compliance with the requirements of Sections 262.11. [3745-52-11(D)]	✓			
2. Does this facility generate any hazardous wastes that are excluded from regulation under Section 261.4 [3745-51-04] (statutory exclusions) or Section 261.6 [3745-51-06(A)(1)] (recycle/reuse)?		✓		
3. Does this facility have waste or waste treatment equipment that is excluded from regulation because of totally enclosed treatment (Section 265.1(c)(9)) [3745-65-01] or via operation of an elementary neutralization unit and/or wastewater treatment unit (Section 265.1(c)(10) [3745-65-01]		✓		
4. The generator meets the following requirements with respect to the preparation, use and retention of the hazardous waste manifest:				
a) The manifest form used contains all of the information required by Section 262.21(a) and (b) [3745-52-21] and the minimum number of copies required by Section 262.22 [3745-52-22].	✓			
b) The generator has designated at least one permitted disposal facility and has/will designate an alternate facility or instructions to return waste in compliance with Section 262.20 [3745-52-20(B)(C)(D)].	✓			
c) Prepared manifests have been signed by the generator and initial transporter in compliance with Section 262.23 [3745-52-23(A)(1 and 2)].	✓			
d) The generator has complied with manifest exception reporting requirements (investigate after 35 days, report after 45 days) in Section 262.42(a)(b) [3745-52-42].	✓			
e) Signed copies of all hazardous waste manifests and any documentation required for Exception Reports are retained for at least 3 years as required by Section 262.40 [3745-52-40]. (262.40(a)) [3745-52-40(a)]	✓			

AK000078

	Yes	No	N/A	Remark #
5. The generator meets the following hazardous waste pre-transport requirements:				
a) Prior to offering hazardous wastes for transport off-site the waste material is packaged, labeled and marked in accord with applicable DOT regulations (Section 262.30, 262.31 and 262.32(a)) [3745-52-30, 3745-52-31, 3745-52-32]	✓	—	—	—
b) Prior to offering hazardous wastes for transport off-site each container with a capacity of 110 gallons (416 liters) or less is affixed with a completed hazardous waste label as required by Section 262.32(b) [3745-52-32].	—	—	✓	—
c) The generator meets requirements for properly placarding or offering to properly placard the initial transporter of the waste material in compliance with Section 262.33 [3745-52-33].	✓	—	—	—
6. Hazardous wastes imported from or exported to foreign countries are handled in accordance with the requirements of Section 262.50 [3745-52-50]	—	—	✓	—
7. If the generator elects to store hazardous waste on-site in containers or tanks for 90 days or less without a RCRA storage permit as provided under Section 262.34 [3745-52-34], the following requirements with respect to such storage are met:				
a) The containers are clearly marked with the words "Hazardous Waste".	✓	—	—	—
b) The date that accumulation began is clearly marked on each container.	—	✓	—	—
8. The generator has provided a Personnel Training Program in compliance with Section 265.16(a)(b)(c) [3745-65-16(A)(B)(C)] including instruction in safe equipment operation and emergency response procedures, training new employees within 6 months and providing an annual training program refresher course. (Section 262.34) [3745-52-34(A)(4)]	✓	—	—	Due in Aug-Sept.
9. The generator keeps all of the records required by Section 265.16(d)(e) [3745-65-16(D)(E)] including written job titles, job descriptions and documented employee training records (Section 262.34) [3745-52-34(A)(4)].	✓	—	—	—

AK000079

NOTE: SHORT-TERM STORAGE FOR 90 DAYS OR LESS IN TANKS AND CONTAINERS ALSO REQUIRES THAT REGULATIONS IN SECTION 265 [3745-65], SUBPARTS C AND D (PREPAREDNESS AND PREVENTION PLUS CONTINGENCY AND EMERGENCY) AND CERTAIN PORTIONS OF THE "CONTAINERS" AND "TANKS" RULES BE MET. COMPLETE THE APPROPRIATE SECTIONS OF THE INSPECTION FORM.

REMARKS, GENERATOR REQUIREMENTS

AK000080

RCRA INTERIM STATUS INSPECTION FORM

Subpart I: Management of Containers

	Yes	No	N/A	Remark #
1. Hazardous wastes are stored in containers which are:				
a) Closed (265.173) [3745-66-73(A)]	—	✓	—	IN ROOFED AREA
b) In good physical condition (265.171) [3745-66-71]	✓	—	—	—
c) Compatible with the wastes stored in them (265.172) [3745-66-72]	✓	—	—	—
2. Containers are stored closed except when it is necessary to add or remove wastes. (265.173(a)) [3745-66-73(A)]	—	✓	—	—
3. Hazardous waste containers are stored, handled and opened in a manner which prevents container rupture or leakage. (265.173(b)) [3745-66-73(B)]	✓	—	—	—
4. The area where containers are stored is inspected for evidence of leaks or corrosion at least weekly and such inspections are documented. (265.174) [3745-66-74]	✓	—	—	—
5. Containers holding Ignitable or Reactive waste(s) are located at least 50 feet (15 meters) from the property line and the general requirements for handling such wastes in Section 265.17 (physical separation, signs and safety) are met (265.176) [3745-66-76]	—	—	✓	—
6. Containers holding hazardous wastes are stored separate from other materials which may interact with the waste in a hazardous manner. (265.177(c)) [3745-66-77(C)]	✓	—	—	—

AK000081

OhioEPA
State Of Ohio Environmental Protection Agency
Southeast District Office
2195 Front Street; Logan, Ohio 43138-9031
(614) 385-8501

Richard F. Celeste, Governor

May 13, 1986

Re: SCIOTO COUNTY
NEW BOSTON COKE
RCRA CORRESPONDENCE FILE
OHD054033900

New Boston Coke Corporation
P.O. Box 3128
New Boston, Ohio 45662

RECEIVED
OHIO EPA
MAY 15 1986
DIV. of SOLID & HAZ. WASTE MGT.

Attention: Mr. Don Gregg

Sir:

On May 6, 1986, Ohio EPA conducted an inspection of your facility to determine compliance with hazardous waste rules. At the time of inspection, no violations were noted. Please send a copy of your updated contingency plan to this office for review, within thirty days. Enclosed is a copy of the inspection form for your records.

Michael Moschell
Inspector
Division of Solid & Hazardous Waste Management

MM:dm

Enclosure

cc: David Sholtis, DSHWM, CO/w/enclosure

5/6/86 10:30
Date and Time of Inspection

RCRA INTERIM STATUS INSPECTION FORM

HWFAB # --

GENERAL INFORMATION

U.S. EPA I.D. # OH D054022900

Facility: New Boston Coke Address: P.O. Box 3128 City: New Boston

State: Ohio Zip Code: 45662 County: Scioto Telephone: 614-456-4154

INSPECTION PARTICIPANT(S)

	(Name)	(Title)	(Telephone)
1.	Greg Bischoff	Super. Environmental & Safety	614-456-4154
2.			
3.			

INSPECTOR(S)

1.	Mike Moschell	Inspector, DSHWM, Ohio EPA	614-385-8501
2.			
3.			

INSTALLATION ACTIVITY

Mark One

- /XX/ Generator only (G)
- /__/ Transporter (T)
- /__/ TSDF only
- /__/ G-T
- /__/ G-TSDF
- /__/ T-TSDF
- /__/ G-T-TSDF

If the site is a TSDF, check the boxes indicating which areas were reviewed.

- /__/ General Facility Standards, Preparedness and Prevention, Contingency and Emergency Manifests/Records/Reporting, Closure
- /__/ Containers S01
- /__/ Tanks S02/T01
- /__/ Surface Impoundments S04/T02
- /__/ Incineration/Thermal Treatment
- /__/ Waste Piles S03
- /__/ Land Treatment D81
- /__/ Landfills D80
- /__/ Chemical/Physical/ Biological T04
- /__/ Groundwater Monitoring
- /__/ Post-Closure

AK000083

	Yes	No	N/A	Remark #
1. Has the facility submitted a Part A to Ohio?	___	___	X	___
2. If "yes", is it complete and accurate?	___	___	X	___
3. Has the facility submitted a Part B?	___	___	X	___
4. Was advance notice of the inspection given? If so, how far in advance?	X	___	___	5 days

IF THE SITE HAS RECEIVED A PART B PERMIT, USE THE RCRA STATUS INSPECTION FORM.

REMARKS, GENERAL INFORMATION

Include a brief description of site activity and waste handling.

A coal coking operation which generates decanter tar sludge (F087) as a hazardous waste. The sludge falls into a roll-off container, and is stored less than 90 days for off-site disposal.

AK000084

Revised 12/84

40 CFR 262 (OAC 3745-52) GENERATOR REQUIREMENTS

	Yes	No	N/A	Remark #
1. The hazardous waste(s) generated at this facility have been tested or are acknowledged to be hazardous waste(s) as defined in Section 261 and in compliance with the requirements of Sections 262.11. [3745-52-11(D)]	X			
2. Does this facility generate any hazardous wastes that are excluded from regulation under Section 261.4 [3745-51-04] (statutory exclusions) or Section 261.6 [3745-51-06(A)(1)] (recycle/reuse)?		X		
3. Does this facility have waste or waste treatment equipment that is excluded from regulation because of totally enclosed treatment (Section 265.1(c)(9)) [3745-65-01] or via operation of an elementary neutralization unit and/or wastewater treatment unit (Section 265.1(c)(10) [3745-65-01]		X		
4. The generator meets the following requirements with respect to the preparation, use and retention of the hazardous waste manifest:				
a) The manifest form used contains all of the information required by Section 262.21(a) and (b) [3745-52-21] and the minimum number of copies required by Section 262.22 [3745-52-22].	X			
b) The generator has designated at least one permitted disposal facility and has/will designate an alternate facility or instructions to return waste in compliance with Section 262.20 [3745-52-20(B)(C)(D)].	X			
c) Prepared manifests have been signed by the generator and initial transporter in compliance with Section 262.23 [3745-52-23(A)(1 and 2)].	X			
d) The generator has complied with manifest exception reporting requirements (investigate after 35 days, report after 45 days) in Section 262.42(a)(b) [3745-52-42].	X			
e) Signed copies of all hazardous waste manifests and any documentation required for Exception Reports are retained for at least 3 years as required by Section 262.40 [3745-52-40]. (262.40(a)) [3745-52-40(a)]	X			

AK000085

Revised 12/84

	Yes	No	N/A	Remark #
5. The generator meets the following hazardous waste pre-transport requirements:				
a) Prior to offering hazardous wastes for transport off-site the waste material is packaged, labeled and marked in accord with applicable DOT regulations (Section 262.30, 262.31 and 262.32(a)) [3745-52-30, 3745-52-31, 3745-52-32]	X			
b) Prior to offering hazardous wastes for transport off-site each container with a capacity of 110 gallons (416 liters) or less is affixed with a completed hazardous waste label as required by Section 262.32(b) [3745-52-32].			X	
c) The generator meets requirements for properly placarding or offering to properly placard the initial transporter of the waste material in compliance with Section 262.33 [3745-52-33].	X			
6. Hazardous wastes imported from or exported to foreign countries are handled in accordance with the requirements of Section 262.50 [3745-52-50]			X	
7. If the generator elects to store hazardous waste on-site in containers or tanks for 90 days or less without a RCRA storage permit as provided under Section 262.34 [3745-52-34], the following requirements with respect to such storage are met:				
a) The containers are clearly marked with the words "Hazardous Waste".	X			
b) The date that accumulation began is clearly marked on each container.	X			
8. The generator has provided a Personnel Training Program in compliance with Section 265.16(a)(b)(c) [3745-65-16(A)(B)(C)] including instruction in safe equipment operation and emergency response procedures, training new employees within 6 months and providing an annual training program refresher course. (Section 262.34) [3745-52-34(A)(4)]	X			
9. The generator keeps all of the records required by Section 265.16(d)(e) [3745-65-16(D)(E)] including written job titles, job descriptions and documented employee training records (Section 262.34) [3745-52-34(A)(4)].	X			

AK000086

Revised 12/84

RCRA INTERIM STATUS INSPECTION FORM

Subpart I: Management of Containers

	Yes	No	N/A	Remark #
1. Hazardous wastes are stored in containers which are:				
a) Closed (265.173) [3745-66-73(A)]	X			#1
b) In good physical condition (265.171) [3745-66-71]	X			
c) Compatible with the wastes stored in them (265.172) [3745-66-72]	X			
2. Containers are stored closed except when it is necessary to add or remove wastes. (265.173(a)) [3745-66-73(A)]	X			
3. Hazardous waste containers are stored, handled and opened in a manner which prevents container rupture or leakage. (265.173(b)) [3745-66-73(B)]	X			
4. The area where containers are stored is inspected for evidence of leaks or corrosion at least weekly and such inspections are documented. (265.174) [3745-66-74]	X			
5. Containers holding Ignitable or Reactive waste(s) are located at least 50 feet (15 meters) from the property line and the general requirements for handling such wastes in Section 265.17 (physical separation, signs and safety) are met (265.176) [3745-66-76]			X	
6. Containers holding hazardous wastes are stored separate from other materials which may interact with the waste in a hazardous manner. (265.177(c)) [3745-66-77(C)]	X			

#1 Covered container

AK000087

Revised 12/84

Subpart C: Preparedness and Prevention

	Yes	No	N/A	Remark #
1. Has there been a fire, explosion or non-planned release of hazardous waste at this facility? (265.31) [3745-65-31]	___	X	___	___
2. If required due to actual hazards associated with the waste material, the facility has the following equipment: (265.32) [3745-65-32(A)(B)(C)(D)]				
a) Internal alarm system.	X	___	___	___
b) Access to telephone, radio or other device for summoning emergency assistance.	X	___	___	___
c) Portable fire control equipment.	X	___	___	___
d) Water of adequate volume and pressure via hoses sprinkler, foamers or sprayers.	X	___	___	___
3. All required safety, fire and communications equipment is tested and maintained as necessary; testing and maintenance are documented. (265.33) [3745-65-33]	X	___	___	___
4. If required due to the actual hazards associated with the waste material, personnel have immediate access to an emergency communication device during times when hazardous waste is being physically handled. (265.34) [3745-65-34]	X	___	___	___
5. If required due to the actual hazards associated with the waste material, adequate aisle space to allow unobstructed movement or emergency or spill control equipment is maintained. (265.35) [3745-65-35]	X	___	___	___
6. If required due to the actual hazards associated with the waste material, the facility has attempted to make appropriate arrangements with local emergency service authorities to familiarize them with the possible hazards and the facility layout. (265.37(a)) [3745-65-37(A)]	X	___	___	___
7. Where state or local emergency service authorities have declined to enter into any proposed special arrangements or agreements the refusal has been documented. (265.37(b)) [3745-65-37(B)]	X	___	___	___

AK000088

Subpart D: Contingency and Emergency

	Yes	No	N/A	Remark #
1. The facility has a written Contingency Plan designed to minimize hazards from fire, explosions or unplanned releases of hazardous wastes (265.51) [3745-65-52(A)(B)(C)(D)(E)] and contains the following components:				
a) Actions to be taken by personnel in the event of an emergency incident.	X			
b) Arrangements or agreements with local or state emergency authorities.	X			
c) Names, addresses and telephone numbers of all persons qualified to act as emergency coordinator.	X			
d) A list of all emergency equipment including location, physical description and outline of capabilities.	X			
e) If required due to the actual hazards associated with the waste(s) handled, an evacuation plan for facility personnel. (265.51(f)) [3745-65-52(F)]	X			
2. A copy of the Contingency Plan and any plan revisions is maintained on-site and has been submitted to all local and state emergency service authorities that might be required to participate in the execution of the plan. (265.53) [3745-65-53(A)(B)]	X			
3. The plan is revised in response to facility, equipment and personnel changes or failure of the plan. (265.54) [3745-65-54]	X			
4. An emergency coordinator is designated at all times (on-site or on-call) is familiar with all aspects of site operation and emergency procedures and has the authority to implement all aspects of the Contingency Plan. (265.56) [3745-65-55]	X			
5. If an emergency situation has occurred, the emergency coordinator has implemented all or part of the Contingency Plan and has taken all of the actions and made all of the notifications deemed necessary under Sections 265.56(a-j). [3745-65-56(A-J)			X	

AK000089

OhioEPA
State of Ohio Environmental Protection Agency

Southeast District Office
2195 Front Street
Logan, Ohio 43138-9031
(614) 385-8501

Richard F. Celeste
Governor

May 20, 1987

Re: SCIOTO COUNTY
NEW BOSTON COKE
RCRA CORRESPONDENCE FILE
OHD054022900

New Boston Coke Corporation
P.O. Box 3128
New Boston, Ohio 45662

Attention: Don Fuller, Plant Manager

Dear Sir:

On May 13, 1987, Ohio EPA conducted an inspection at your facility to determine compliance with Ohio's hazardous waste regulations. The following violation was noted:

1. Personnel Training, Ohio Administrative Code 3745-65-16: Facility personnel must take part in an annual review of the required training program and records of this review must be maintained. The last documented annual review at the facility was September 16, 1985. The documented review did not take place by September, 1986, as required.

Recent changes in your methods for handling decanter tar sludge (K087) have resulted in a change in RCRA status. The sludge is now recycled by being used as an ingredient in an industrial process, by being used as an effective substitute for commercial products, and by being returned to the original process from which it is generated. Since the decanter tar sludge is now being recycled, it is not a waste. New Boston Coke is not, at this time, a generator of hazardous waste. Since personnel training requirements no longer apply to the facility, no response to the "historical" violation noted above is required at this time. At the time of inspection, the facility was in compliance with Ohio's hazardous waste regulations. Please keep in mind that decanter tar sludge, if spilled, becomes a waste and must be managed as such. Any spills msut be cleaned up to background soil concentrations. I recommend you maintain your contingency plan, personnel training, and documented inspections, so your staff could effectively respond to a spill incident should one occur. Attached is a copy of the inspection form for your records.

Feel free to contact me at this office with questions.

Sincerely,

Ken Dewey

Ken Dewey
Division of Solid & Hazardous Waste Management
Southeast District Office

KD:dm

cc: Mike Savage, DSHWM, CO/w/attachment

5/13/87 2:00
Date and Time of Inspection

RCRA INTERIM STATUS INSPECTION FORM

HWFAB #

GENERAL INFORMATION

U.S. EPA I.D. # OH D054022900

Facility: New Boston Coke Corporation Address: P.O. Box 3128 City: New Boston

State: Ohio Zip Code: 45662 County: Scioto Telephone: 614-456-4154

INSPECTION PARTICIPANT(S)

	(Name)	(Title)	(Telephone)
1.	Greg Bischoff	Supervisor Environmental & Safety	614-456-4154
2.	Don Fuller	Plant Manager	614-456-4154
3.			

INSPECTOR(S)

1.	Ken Dewey	Ohio EPA	614-385-8501
2.			
3.			

INSTALLATION ACTIVITY

Mark One

- ☐ Generator only (G)
- ☐ Transporter (T)
- ☐ TSDF only
- ☐ G-T
- ☐ G-TSDF
- ☐ T-TSDF
- ☐ G-T-TSDF
- X None of the above

If the site is a TSDF, check the boxes indicating which areas were reviewed.

- ☐ General Facility Standards, Preparedness and Prevention, Contingency and Emergency Manifests/Records/Reporting, Closure
- ☐ Containers S01
- ☐ Tanks S02/T01
- ☐ Surface Impoundments S04/T02
- ☐ Incineration/Thermal Treatment
- ☐ Waste Piles S03
- ☐ Land Treatment D81
- ☐ Landfills D80
- ☐ Chemical/Physical/ Biological T04
- ☐ Groundwater Monitoring
- ☐ Post-Closure

AK000092

RCRA INTERIM STATUS INSPECTION FORM

	Yes	No	N/A	Remark #
1. Has the facility submitted a Part A to Ohio?	___	___	X	___
2. If "yes", is it complete and accurate?	___	___	X	___
3. Has the facility submitted a Part B?	___	___	X	___
4. Was advance notice of the inspection given? If so, how far in advance?	X			3 days

IF THE SITE HAS RECEIVED A PART B PERMIT, USE THE RCRA STATUS INSPECTION FORM.

REMARKS, GENERAL INFORMATION

Include a brief description of site activity and waste handling.

The facility is a coke plant and by-products plant which produces coke, coal tar, and light oil. Prior to November 24, 1986, the facility generated decanter tar sludge (K087) which was manifested off-site to a TSDF. Since that date, the sludge has been recycled to the process on a daily basis. About one cubic yard of sludge is generated per day.

AK000093

40 CFR 262 (OAC 3745-52) GENERATOR REQUIREMENTS

	Yes	No	N/A	Remark #
1. The hazardous waste(s) generated at this facility have been tested or are acknowledged to be hazardous waste(s) as defined in Section 261 and in compliance with the requirements of Sections 262.11. [3745-52-11(D)]	X			
2. Does this facility generate any hazardous wastes that are excluded from regulation under Section 261.4 [3745-51-04] (statutory exclusions) or Section 261.6 [3745-51-06(A)(1)] (recycle/reuse)?		X		
3. Does this facility have waste or waste treatment equipment that is excluded from regulation because of totally enclosed treatment (Section 265.1(c)(9)) [3745-65-01] or via operation of an elementary neutralization unit and/or wastewater treatment unit (Section 265.1(c)(10) [3745-65-01]		X		
4. The generator meets the following requirements with respect to the preparation, use and retention of the hazardous waste manifest:				#1
a) The manifest form used contains all of the information required by Section 262.21(a) and (b) [3745-52-21] and the minimum number of copies required by Section 262.22 [3745-52-22].	X			
b) The generator has designated at least one permitted disposal facility and has/will designate an alternate facility or instructions to return waste in compliance with Section 262.20 [3745-52-20(B)(C)(D)].	X			
c) Prepared manifests have been signed by the generator and initial transporter in compliance with Section 262.23 [3745-52-23(A)(1 and 2)].	X			
d) The generator has complied with manifest exception reporting requirements (investigate after 35 days, report after 45 days) in Section 262.42(a)(b) [3745-52-42].	X			
e) Signed copies of all hazardous waste manifests and any documentation required for Exception Reports are retained for at least 3 years as required by Section 262.40 [3745-52-40]. (262.40(a)) [3745-52-40(a)]	X			

AK000094

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	Yes	No	N/A	Remark #
5. The generator meets the following hazardous waste pre-transport requirements:				#1
a) Prior to offering hazardous wastes for transport off-site the waste material is packaged, labeled and marked in accord with applicable DOT regulations (Section 262.30, 262.31 and 262.32(a)) [3745-52-30, 3745-52-31, 3745-52-32]	___	___	X	___
b) Prior to offering hazardous wastes for transport off-site each container with a capacity of 110 gallons (416 liters) or less is affixed with a completed hazardous waste label as required by Section 262.32(b) [3745-52-32].	___	___	X	___
c) The generator meets requirements for properly placarding or offering to properly placard the initial transporter of the waste material in compliance with Section 262.33 [3745-52-33].	___	___	X	___
6. Hazardous wastes imported from or exported to foreign countries are handled in accordance with the requirements of Section 262.50 [3745-52-50]	___	___	X	___
7. If the generator elects to store hazardous waste on-site in containers or tanks for 90 days or less without a RCRA storage permit as provided under Section 262.34 [3745-52-34], the following requirements with respect to such storage are met:				#1
a) The containers are clearly marked with the words "Hazardous Waste".	___	___	X	___
b) The date that accumulation began is clearly marked on each container.	___	___	X	___
8. The generator has provided a Personnel Training Program in compliance with Section 265.16(a)(b)(c) [3745-65-16(A)(B)(C)] including instruction in safe equipment operation and emergency response procedures, training new employees within 6 months and providing an annual training program refresher course. (Section 262.34) [3745-52-34(A)(4)]	___	X	___	#2
9. The generator keeps all of the records required by Section 265.16(d)(e) [3745-65-16(D)(E)] including written job titles, job descriptions and documented employee training records (Section 262.34) [3745-52-34(A)(4)].	X	___	___	___

AK000095

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NOTE: SHORT-TERM STORAGE FOR 90 DAYS OR LESS IN TANKS AND CONTAINERS ALSO REQUIRES THAT REGULATIONS IN SECTION 265 [3745-65], SUBPARTS C AND D (PREPAREDNESS AND PREVENTION PLUS CONTINGENCY AND EMERGENCY) AND CERTAIN PORTIONS OF THE "CONTAINERS" AND "TANKS" RULES BE MET. COMPLETE THE APPROPRIATE SECTIONS OF THE INSPECTION FORM.

REMARKS, GENERATOR REQUIREMENTS

#1 The facility meet these requirements prior to November 24, 1986. These requirements are not appliable due to the change in material handling.

#2 The last documented training at the facility was conducted 9/16/85. Annual refresher training is required and should have been documented no later than 9/86. Training is no longer required due to change in operation. However, it is recommended that documented training should continue.

AK000096

	Yes	No	N/A	Remark #
9. If required due to the actual hazards associated with Ignitable, Reactive or incompatible waste materials, the facility meets the following requirements: (Section 265.17) [3745-65-17]				
a) Protection from sources of ignition.	___	___	X	___
b) Physical separation of incompatible waste materials.	___	___	X	___
c) "No Smoking" or "No Open Flames" signs near areas where Ignitable or Reactive wastes are handled.	___	___	X	___
d) Any comingling of waste materials is done in a controlled, safe manner as prescribed by Section 265.17(b). [3745-65-17(B)]	___	___	X	___
Subpart C: Preparedness and Prevention				
1. Has there been a fire, explosion or non-planned release of hazardous waste at this facility? (265.31) [3745-65-31]	___	X	___	___
2. If required due to actual hazards associated with the waste material, the facility has the following equipment: (265.32) [3745-65-32(A)(B)(C)(D)]				#1
a) *Internal alarm system.*	___	___	X	___
b) Access to telephone, radio or other device for summoning emergency assistance.	___	___	X	___
c) Portable fire control equipment.	___	___	X	___
d) Water of adequate volume and pressure via hoses sprinkler, foamers or sprayers.	___	___	X	___
3. All required safety, fire and communications equipment is tested and maintained as necessary; testing and maintenance are documented. (265.33) [3745-65-33]	___	___	X	#1
4. If required due to the actual hazards associated with the waste material, personnel have immediate access to an emergency communication device during times when hazardous waste is being physically handled. (265.34) [3745-65-34]	___	___	X	#1

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	Yes	No	N/A	Remark #
5. If required due to the actual hazards associated with the waste material, adequate aisle space to allow unobstructed movement or emergency or spill control equipment is maintained. (265.35) [3745-65-35]	___	___	X	#1
6. If required due to the actual hazards associated with the waste material, the facility has attempted to make appropriate arrangements with local emergency service authorities to familiarize them with the possible hazards and the facility layout. (265.37(a)) [3745-65-37(A)]	___	___	X	#1
7. Where state or local emergency service authorities have declined to enter into any proposed special arrangements or agreements the refusal has been documented. (265.37(b)) [3745-65-37(B)]	___	___	X	#1

Subpart D: Contingency and Emergency

1. The facility has a written Contingency Plan designed to minimize hazards from fire, explosions or unplanned releases of hazardous wastes (265.51) [3745-65-52(A)(B)(C)(D)(E)] and contains the following components:				#3
a) Actions to be taken by personnel in the event of an emergency incident.	___	___	X	___
b) Arrangements or agreements with local or state emergency authorities.	___	___	X	___
c) Names, addresses and telephone numbers of all persons qualified to act as emergency coordinator.	___	___	X	___
d) A list of all emergency equipment including location, physical description and outline of capabilities.	___	___	X	___
e) If required due to the actual hazards associated with the waste(s) handled, an evacuation plan for facility personnel. (265.51(f)) [3745-65-52(F)]	___	___	X	___
2. A copy of the Contingency Plan and any plan revisions is maintained on-site and has been submitted to all local and state emergency service authorities that might be required to participate in the execution of the plan. (265.53) [3745-65-53(A)(B)]	___	___	X	___

#3 Although a contingency plan is not required, it is recommended that the existing plan be updated and included in training programs.

AK000098

Revised 12/84

	Yes	No	N/A	Remark #
3. The plan is revised in response to facility, equipment and personnel changes or failure of the plan.. (265.54) [3745-65-54]	___	___	X	___
4. An emergency coordinator is designated at all times (on-site or on-call) is familiar with all aspects of site operation and emergency procedures and has the authority to implement all aspects of the Contingency Plan. (265.56) [3745-65-55]	___	___	X	___
5. If an emergency situation has occurred, the emergency coordinator has implemented all or part of the Contingency Plan and has taken all of the actions and made all of the notifications deemed necessary under Sections 265.56(a-j). [3745-65-56(A-J)	___	___	X	___

Subpart E: Manifests/Records/Reporting

NOTE: THE FOLLOWING REQUIREMENTS ARE APPLICABLE TO BOTH ON-SITE AND OFF-SITE TREATMENT, STORAGE AND DISPOSAL FACILITIES.

	Yes	No	N/A	Remark #
1. The operator maintains a written operating record at his facility as required by Section 265.73 [3745-65-73(A)] which contains the following information:				
a) Description and quantity of each hazardous waste treated, stored or disposed of within the facility and the date(s) and method(s) pertinent to such treatment, storage or disposal. (265.73(b)(1)) [3745-65-73(B)(1)]	___	___	X	___
b) Common name, EPA Hazardous Waste Identification Number and physical state (liquid, solid, gas) of the waste(s).	___	___	X	___
c) The estimated (or actual) weight, volume or density of the waste material(s).	___	___	X	___
d) A description of the method(s) used to treat, store or dispose of the waste(s) using the EPA Handling Codes listed in 45 FR 33252 (May 19, 1980).	___	___	X	___
e) The present physical location of each hazardous waste within the facility.	___	___	X	___
f) FOR DISPOSAL FACILITIES, the location and quantity of each hazardous waste recorded on a map of the facility and cross-references to any pertinent manifest document number(s). (265.73(b)(2)) [3745-65-73(B)(2)]	___	___	X	___

AK000099

Revised 12/84

RCRA INTERIM STATUS INSPECTION FORM

Subpart I: Management of Containers

	Yes	No	N/A	Remark #
1. Hazardous wastes are stored in containers which are:				
a) Closed (265.173) [3745-66-73(A)]	___	___	X	#1
b) In good physical condition (265.171) [3745-66-71]	___	___	X	#1
c) Compatible with the wastes stored in them (265.172) [3745-66-72]	___	___	X	#1
2. Containers are stored closed except when it is necessary to add or remove wastes. (265.173(a)) [3745-66-73(A)]	___	___	X	#1
3. Hazardous waste containers are stored, handled and opened in a manner which prevents container rupture or leakage. (265.173(b)) [3745-66-73(B)]	___	___	X	#1
4. The area where containers are stored is inspected for evidence of leaks or corrosion at least weekly and such inspections are documented. (265.174) [3745-66-74]	___	___	X	#4
5. Containers holding Ignitable or Reactive waste(s) are located at least 50 feet (15 meters) from the property line and the general requirements for handling such wastes in Section 265.17 (physical separation, signs and safety) are met (265.176) [3745-66-76]	___	___	X	___
6. Containers holding hazardous wastes are stored separate from other materials which may interact with the waste in a hazardous manner. (265.177(c)) [3745-66-77(C)]	___	___	X	___

#4 It is recommended that documented inspection at the accumulation area for decanter tar sludge continue, even though not required.

AK000100

Revised 12/84

REQUEST NO. 5

KING RIVER LIMITED, INC.

202 Vine Street • P. O. Box 3188 • New Boston, Ohio 45662 • (614) 456-4101

TELEPHONE LIST - FIRMS
September, 1984

KING RIVER:	Bob Newman, Vice President	O/456-4101 H/354-1902
	E. B. Lowman, President	1-606/329-0797
	Les Wiles, Real Estate	1-304/523-7451
SPAR:	John Pizzuto, Vice President	456-4179
	Carl Bennett, Site Superintendent	456-4179
	Tina Powell, Office Manager	456-4179
CUSTOM STEEL:	Ed Thiel, Plant Manager	O/456-8011 H/778-2731
	Greg Payne, Dispatcher	456-8011
	Mike White, President	1-459-4795
	Audrey , Office Manager	1-459-4795
NEW BOSTON COKE:	Les Wilson, Plant Manager	456-4154
	Don Gregg, Works Supervisor	456-4154
	Earl Price, Maintenance	456-4154
EDS/CYCLOPS:	Bill Newman, Elect. Super	O/456-4101 H/778-2731
	Ellis DuPuy, G. Super (Retired)	H/353-4907

AK000101

KING RIVER LIMITED, INC.

202 Vine Street • P. O. Box 3188 • New Boston, Ohio 45662 • (614) 456-4101

TELEPHONE LIST - SERVICES
September, 1984

EMERGENCY:	Ambulance	Pennington	456-4161
		Portsmouth	353-4666
	Medi-Center	New Boston	456-8231
	Hospitals	Mercy	353-2131
		Scioto Memorial	354-7581
		Southern Hills	354-8651
	Fire	New Boston	456-4111
	Police	New Boston	456-4109
		Portsmouth	353-4101
		Sheriff	353-5649
		State Patrol	354-2888
SERVICE:	New Boston	Ray Gulley (or Steve Wells)	456-4103
	Portsmouth Water Works	Herman Riley	353-5712
	N&W Railway	Yard Office	354-8386
			353-2349
			353-3059
	GTE	Phillip Pyle	354-0518
	Ohio Power	Service Department (or Jim Miller*)	353-4131
	Columbia Gas	Service Department (after 5 p.m.) (or Scott Phelps*)	354-2836 1-800/282-0157
	Portsmouth Health (EPA)	Frank Phillips	353-5153
OTHER:	Best Western Motel		456-8291
	Ramada Inn		354-7711
	Holiday Inn		354-2851
	Johnson's Restaurant		353-1765
	Harold's Restaurant		353-0140

*Local Engineer

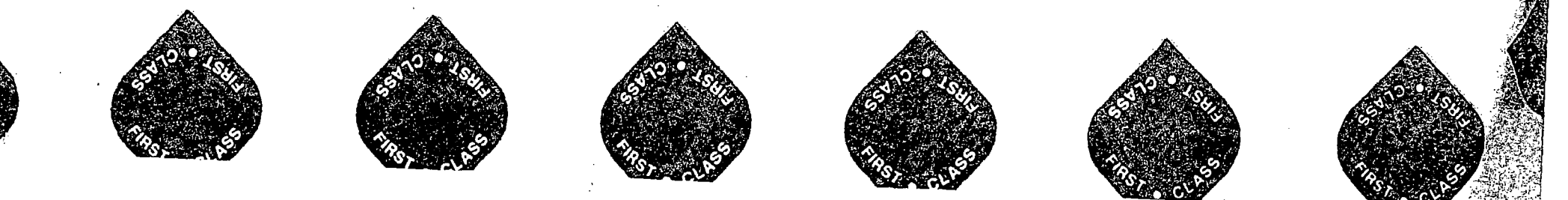
AK000102

REQUEST NO. 8

FIRST CLASS MAIL

Locked
IN SFD
CBI Room
T Quevedo

-- BUSINESS CONFIDENTIAL --
(pursuant to 40 C.F.R. Part 2 Subpt. B)



VOL 5 PAGE 488

State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF MSL ACQUISITION CORPORATION FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF JULY, A.D. 1987, AT 3 O'CLOCK P.M.

Michael Harkins, Secretary of State

AUTHENTICATION: 1417450

DATE: 09/30/1987

727273205

See legal description attached hereto as Exhibit "A"

VOL 5 PAGE 489

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION

MSL Acquisition Corporation,

a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of MSL Acquisition Corporation resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "1" so that, as amended said Article shall be and read as follows:

"The name of the corporation is Cyclops Corporation"

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation law of the state of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said MSL Acquisition Corporation has caused this certificate to be signed by David B. Cuming its President, and ~~Jared C. Horton~~ Michael F. Berlik, Asst its Secretary, this 3rd day of June, 1987.

BY: David B. Cuming
President David B. Cuming

ATTEST: Michael F. Berlik
Asst Secretary ~~Jared C. Horton~~ Michael F. Berlik

Situate in Sections 11 and 12, Township 1 North, Range 21 West, Village of New Boston, Scioto County, Ohio, and being the remainder of Tract Number 1 (129.058 acres) and Tract Number 2 (0.338 acres) in a deed from John Knauff, Sheriff (American Buckeye Development Company) to Cyclops Corporation dated June 8, 1982, and recorded in Volume 753, Page 501 of the Scioto County Deed Records, and being more particularly bounded and described as follows:

Beginning at the intersection of the Southerly right-of-way line of Grace Street and the Easterly right-of-way line of West Avenue,

thence, along said right-of-way line of West Avenue, North 22° 57' 57" West (North 22° 53' 23" West by deed), a distance of 16.41 feet to a railroad spike (found June 16, 1986),

thence, parallel with said right-of-way line of Grace Street and 16.00 feet therefrom at right angles, North 54° 11' 17" East, a distance of 1,960.73 feet (North 54° 12' 19" East, 1,960.58 feet by deed) to a railroad spike (set July 11, 1986) on the Easterly right-of-way line of Vine Street,

thence, along said right-of-way line of Vine Street, North 37° 54' 35" West (North 37° 53' 35" West by deed), a distance of 149.24 feet to an iron pin (found June 16, 1986) at a corner to a 0.534 acre tract conveyed from Cyclops Corporation to Village of New Boston as recorded in Volume 223, Page 756 of the Scioto County Deed Records,

thence, along the lines of said 0.534 acre tract with the following four calls;

1) North 52° 07' 14" East (North 52° 08' 15" East by deed), a distance of 76.00 feet to a railroad spike (set July 11, 1986),

2) South 37° 54' 35" East (South 37° 53' 35" East by deed), a distance of 48.00 feet to a "x" chiseled in concrete (to be set),

3) North 52° 07' 14" East (North 52° 08' 15" East by deed), a distance of 320.00 feet to an iron pin (set July 11, 1986),

4) North 37° 54' 35" West (North 37° 53' 35" West by deed), a distance of 68.00 feet to an iron pin (set July 11, 1986) on the Southerly right-of-way line of a seventeen foot wide alley,

thence, along said right-of-way line of the alley, North 52° 07' 14" East, a distance of 221.05 feet (North 52° 08' 15" East, 221.00 feet by deed) to an iron pin (found June 16, 1986) on the East line of Lot 297 (extended) in Yorktown Addition to the Village of New Boston as shown on the plat of said addition as recorded in Volume 2, Page 55 of the Scioto County Plat Records,

thence, along said East line of Lot 297, North 37° 49' 39" West (North 37° 49' 24" West by deed), a distance of 142.25 feet to an iron pin (set July 11, 1986) on the Southerly right-of-way line of Stanton Avenue (now partially vacated), and also being the Northeast Corner of Lot 297 in said Yorktown Addition,

thence, along said right-of-way line of Stanton Avenue, North 52° 12' 32" East, a distance of 620.22 feet (North 52° 12' 05" East, 620.00 feet by deed) to an iron pin (set July 11, 1986) on the East line of Lot 341 (extended) in the aforementioned Yorktown Addition,

thence, along said East line of Lot 341, North 37° 45' 32" West (North 37° 45' 18" West by deed), a distance of 183.92 feet to an iron pin (found June 16, 1986) on the Southerly right-of-way line of a seventeen foot wide alley, and also being the Northeast corner of Lot 341,

thence, along said right-of-way line of the alley, North 52° 03' 42" East, a distance of 313.11 feet (North 52° 03' 15" East, 313.00 feet by deed) to a corner fence post on the property line between Cyclops Corporation and Ohio Power Company,

thence, along the property line between Cyclops Corporation and Ohio Power Company with the following five calls:

1) South 50° 01' 57" East, a distance of 645.85 feet (South 50° 01' 30" East, 645.79 feet by deed) to a concrete monument (found June 16, 1986),

2) South 89° 02' 27" East, a distance of 689.85 feet (South 89° 02' 19" East, 689.76 feet by deed) to a railroad spike (set July 11, 1986),

3) North 72° 28' 26" East, a distance of 151.76 feet (North 72° 28' 24" East, 151.74 feet by deed) to a railroad spike (set July 11, 1986),

4) North 53° 59' 19" East, a distance of 233.04 feet (North 53° 59' 07" East, 233.00 feet by deed to a concrete monument found June 16, 1986),

5) North 32° 03' 24" East, a distance of 376.42 feet (North 32° 03' 03" East, 376.38 feet by deed) to an iron pin (to be set) at a common corner to Cyclops Corporation, Ohio Power Company, and the Village of New Boston,

thence, along the property line between Cyclops Corporation and the Village of New Boston with the following four calls;

1) North 1° 10' 24" East (North 1° 10' 05" East by deed), a distance of 70.00 feet to an iron pin (to be set),

2) South 88° 45' 48" East, a distance of 258.00 feet (South 88° 45' 40" East, 257.97 by deed), to a railroad spike (set July 11, 1986),

3) North 0° 25' 11" East (North 0° 24' 48" East by deed), a distance of 64.04 feet to a railroad spike (set July 11, 1986),

4) North 24° 32' 07" West (North 24° 28' 16" West by Deed), a distance of 49.50 feet to an iron pin (found June 16, 1986) at the Northwest corner of Lot 48 in Lakeside Addition to the Village of New Boston as shown on the plat of said addition recorded in Volume 2A, Page 133 of the Scioto County Plat Records,

thence, North 24° 32' 07" West, a distance of 33.70 feet (North 24° 28' 16" West, 33.57 feet by deed) to an iron pin (found June 16, 1986) on the Southerly right-of-way line of United States Route 52 (Rhodes Avenue), and passing an iron pin (found June 16. 1986) at 18.29 feet,

thence, along the right-of-way of said United States Route 52 with the following three calls;

1) North 62° 45' 37" East, a distance of 14.81 feet (North 62° 48' 21" East, 14.87 feet by deed) to an iron pin (found June 16, 1986),

2) North 79° 55' 06" East, a distance of 198.90 feet (North 79° 54' 27" East, 198.59 feet by deed) to an iron pin (found June 16, 1986),

3) South 52° 15' 45" East, a distance of 37.05 feet (North 52° 06' 58" East, 36.84 feet by deed) to an iron pin (found June 16, 1986) on the Westerly right-of-way line of Taylor Avenue,

thence, along said right-of-way line of Taylor Avenue, South 0° 40' 54" East, a distance of 67.36 feet (South 0° 51' 02" East, 67.37 feet by deed) to an iron pin (found June 16, 1986), and passing an iron pin (found June 16, 1986) at 51.30 feet,

thence, continuing along said right-of-way line of Taylor Avenue, South 0° 40' 54" East (South 0° 51' 02" East by deed), a distance of 26.00 feet to an iron pin (found June 16, 1986) on the North line of a 0.037 acre portion of Taylor Avenue vacated by Ordinance 2819, dated November 6, 1980, and recorded in Volume 739, Page 349 of the Scioto County Deed Records,

thence, along said North line and North line extended of vacated Taylor Avenue, North 89° 19' 06" East (North 89° 08' 58" East by Deed), a distance of 50.00 feet to a railroad spike (set July 11, 1986) on the West line of Lot 127 in Idlewild Addition to the Village of New Boston as shown on the plat of said addition recorded in Volume 2A, Page 179 of the Scioto County Plat Records,

thence, along said West line of Lot 127, South 0° 40' 54" East (South 0° 51' 02" East by deed), a distance of 24.91 feet to an iron pin (set July 11, 1986) at the Southwest corner of Lot 127,

thence, along the South line of Lots 127 and 120 in said addition, North 83° 57' 48" East, a distance of 203.84 feet (North 84° 02' 58" East, 203.39 feet by deed) to an iron pin (set July 11, 1986) at the Southeast corner of Lot 120,

thence, along the East line of Lots 120 and 121 in said addition, North 6° 02' 12" West (North 5° 57' 02" West by deed), a distance of 59.54 feet to an iron pin (set July 11, 1986),

thence, North 83° 52' 44" East, a distance of 154.01 feet (North 83° 53' 40" East, 154.03 feet by deed) to a railroad spike (set July 11, 1986),

thence, North 6° 03' 12" West, a distance of 59.80 feet (North 6° 02' 16" West, 60.05 feet by deed) to an iron pin (found June 16, 1986) on the aforementioned Southerly right-of-way line of United States Route 52,

thence, along said right-of-way line of United States Route 52 with the following eight calls;

1) North 84° 01' 50" East (North 84° 02' 58" East by deed), a distance of 623.97 feet,

2) with the arc of a curve to the right having a radius of 11,421.99 feet and a delta angle of 1° 40' 00", (long chord bears North 84° 50' 39" East (North 84° 51' 46" East by deed), 332.24 feet) to an iron pin (found June 16, 1986),

3) North 85° 37' 44" East (North 85° 36' 42" East by deed), a distance of 115.30 feet,

4) North 85° 42' 48" East, a distance of 205.99 feet (North 85° 41' 46" East, 205.98 feet by deed) to an iron pin (found June 16, 1986),

5) North 85° 10' 32" East, a distance of 207.76 feet (North 85° 10' 54" East, 207.69 feet by deed) to a concrete monument (found June 16, 1986),

6) South 69° 31' 53" East, a distance of 40.69 feet (South 69° 32' 43" East, 40.61 feet by deed) to a railroad spike (found June 16, 1986),

7) South 18° 14' 25" East, a distance of 99.66 feet (South 18° 26' 22" East, 99.55 feet by deed),

8) North 78° 43' 14" East, a distance of 18.92 feet (North 78° 40' 51" East, 18.89 feet by deed) to a railroad spike (set July 11, 1986) on the Easterly right-of-way line of River Avenue, also being the Corporation Line between the Village of New Boston and the City of Portsmouth,

thence, along said right-of-way line of River Avenue and Corporation Line, South 10° 09' 13" East, a distance of 103.56 feet (South 10° 21' 20" East, 103.40 feet by deed) to a railroad spike (set July 11, 1986), at a corner to a 22.787 acre tract conveyed from Cyclops Corporation to New Boston Coke Corporation, dated November 21, 1980, and recorded in Volume 739, Page 750 of the Scioto County Deed Records,

thence, along the lines of said 22.787 acre tract with the following six calls;

1) North 85° 18' 09" West, a distance of 69.04 feet (North 85° 21' 20' West, 69.00 feet by deed) to an iron pin (set July 11, 1986),

2) South 88° 41' 23" West, a distance of 123.11 feet (South 88° 38' 40" West, 123.00 feet by deed) to an iron pin (found June 16, 1986),

3) South 85° 46' 48" West, a distance of 62.78 feet (South 85° 46' 51" West, 62.79 feet by deed) to an iron pin (to be set),

4) South 10° 10' 31" East (South 10° 10' 06" East by deed), a distance of 205.47 feet to an iron pin (set July 11, 1986),

5) South 69° 46' 59" West, a distance of 2,224.86 feet (South 69° 47' 12" West, 2,225.25 feet by deed) to a concrete monument (found June 16, 1986),

6) South 20° 28' 10" East, a distance of 383.04 feet (South 20° 25' 55" East, 382.91 feet by deed) to an iron pin (set July 11, 1986) on the Northerly right-of-way line of the Baltimore and Ohio railroad,

thence, along said right-of-way line of the railroad with the following five calls as agreed upon in an agreement between the Baltimore and Ohio Railroad and Detroit Steel Corporation, dated November 9, 1964, and recorded in Volume 4, Page 611 of the Scioto County Agreement Records;

1) South 69° 31' 50" West, a distance of 1,508.05 feet (South 69° 34' 05" West, 1,507.54 feet by deed) to an iron pin (found June 16, 1986),

2) South 70° 05' 10" West, a distance of 674.43 feet (South 70° 05' 43" West, 674.35 feet by deed) to an iron pin (found June 16, 1986),

3) South 70° 00' 09" West (South 69° 59' 35" West by deed), a distance of 26.00 feet,

4) South 69° 59' 51" West, a distance of 798.43 feet, (South 69° 59' 19" West, 798.42 feet by deed),

5) South 64° 19' 19" West (South 64° 18' 46" West by deed), a distance of 73.99 feet to the existing Northerly right-of-way line of the Baltimore and Ohio railroad,

thence, along said existing right-of-way line of the railroad with the following four calls;

1) South 68° 39' 11" West (South 68° 38' 38" West by deed), a distance of 220.41 feet,

2) South 69° 26' 10" West (South 69° 25' 37" West by deed), a distance of 410.50 feet to an iron pin (found June 16, 1986),

3) South 69° 44' 16" West, a distance of 233.35 feet, (South 69° 43' 08" West 233.33 feet by deed),

4) South 70° 01' 45" West, a distance of 758.77 feet (South 70° 00' 37" West, 758.71 feet by deed) to an iron pin (set July 11, 1986) on the aforementioned Easterly right-of-way line of West Avenue.

thence, along said right-of-way line of West Avenue, North 22° 57' 57" West (North 22° 53' 23" West by deed), a distance of 212.41 feet to the ORIGINAL PLACE OF BEGINNING, and passing an iron pin (found June 16, 1986) at 13.23 feet, and containing 131.240 acres, more or less.

Excepting from the above described premises a 2.378 acre tract, being Tract Number Three in a deed from Cyclops Corporation to New Boston Coke Corporation dated November 21, 1980, and recorded in Volume 739, Page 750, of the Scioto County Deed Records, leaving after said exception 128.862 acres, more or less, and subject to all legal easements or rights-of-way.

UNDER AND SUBJECT TO ALL MATTERS OF RECORD

REQUEST NO. 15

cyclops CORPORATION

EMPIRE-DETROIT STEEL DIVISION
PORTSMOUTH PLANT
BOX 371, PORTSMOUTH, OHIO 45662 | (614) 456-2111

July 18, 1980

Mr. Robert A. Kushner
Vice President Secretary & General Counsel
Cyclops Corporation
650 Washington Road
Pittsburgh, Pennsylvania 15228

Dear Bob:

I am enclosing the latest layout of those areas and facilities which McLouth is interested in obtaining with the Coke Plant facilities.

The shaded yellow and red areas are those areas originally outlined to McLouth for the sale of the Coke Plant. The blue shaded and solid red lines are those acreages and facilities which McLouth is interested in addition to the original acreage for sale.

I think the layout is self-explanatory but should you have any questions pertaining to such areas, please don't hesitate to call.

Sincerely,

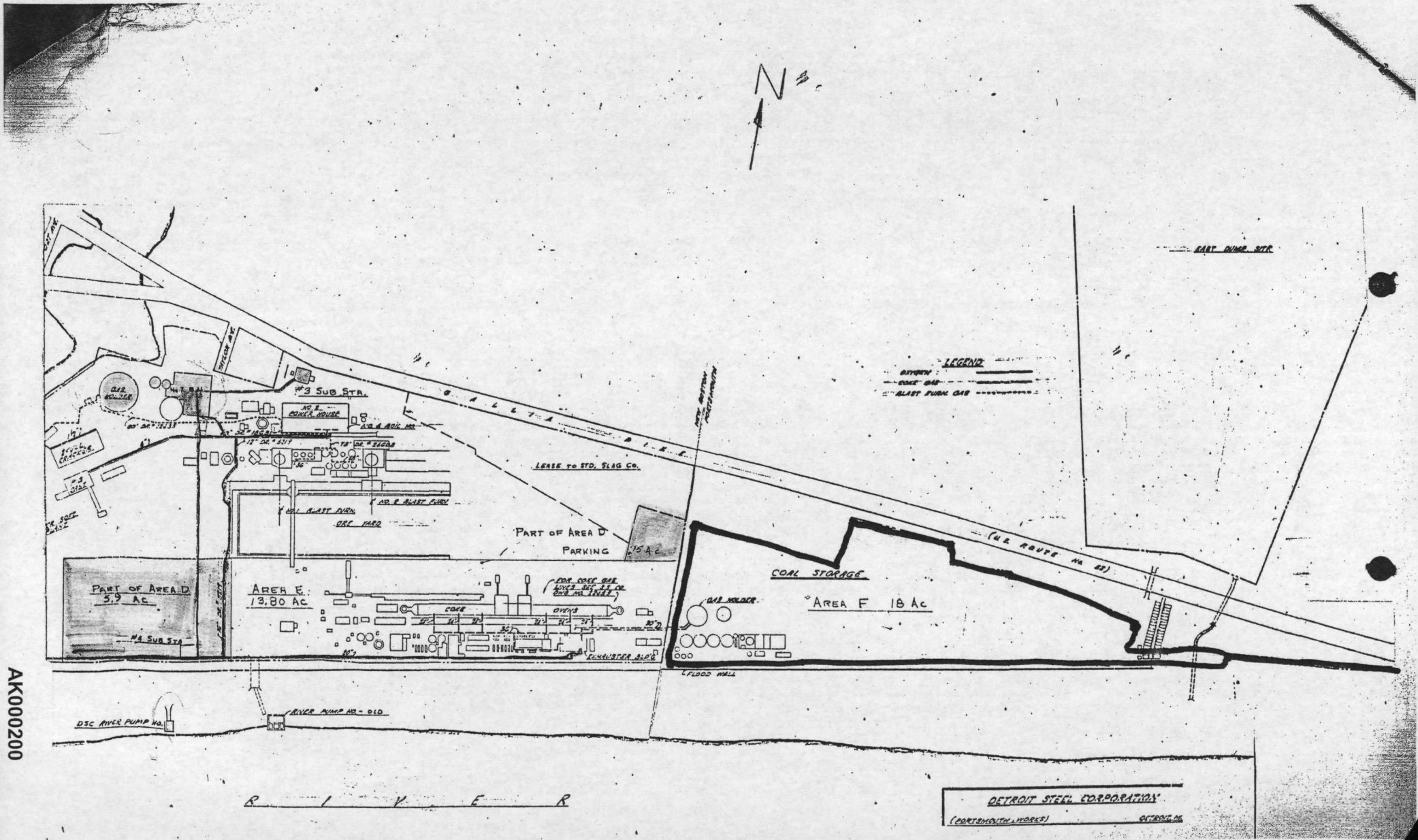
R. E. DuPuy

Richard E. DuPuy
General Superintendent

RED:w

Attachment

AK000199


N
LEGEND
OXYGEN
COKE GAS
BLAST FURN. GAS
EAST DUMP SITE
#3 SUB STA.
NO. 2 POWER HOUSE
NO. 4 BOIL HO.
LEASE TO STD. SLAG CO.
NO. 1 BLAST FURN.
NO. 2 BLAST FURN.
ORE YARD
PART OF AREA D
PARKING
15 Ac
PART OF AREA D
5.9 Ac
AREA E
13.80 Ac
COKE
OVENS
#4 SUB STA.
EXHAUSTER BLDG.
COAL STORAGE
AREA F 18 Ac
GAS HOLDER
FLOOD WALL
(U.S. ROUTE No. 22)
DSC RIVER PUMP HO.
RIVER PUMP HO. - OLD
R I V E R
DETROIT STEEL CORPORATION
(PORTSMOUTH WORKS)

AK000200

RAK82280

MASTER

F/A ~~9/79~~ 10/V

(Cyclops & Sale agree)

MEMORANDUM OF UNDERSTANDING AND INTENT

This memorandum is to confirm the agreement in principle for the sale by Cyclops Corporation ("Seller") to McLouth Steel Corporation ("Buyer") or to a wholly owned subsidiary of Buyer of the land, inventories and fixed assets, including capitalized spare parts and equipment and coke and coke by-product producing facilities of Seller located in Portsmouth, Ohio ("Portsmouth Coke Plant"). Set forth below are the principal terms of the sale:

1. The land (subject to encumbrances of record), inventories, fixed assets, other equipment, stores, supplies and spare parts to be sold are those relating to and required for the operation of the Portsmouth Coke Plant and customarily located in Portsmouth, Ohio. The real and personal property to be sold includes, but is not limited to, the list of assets prepared by Seller and attached hereto as Exhibit #1. Seller will also convey all necessary rights of way, licenses and easements for access to all facilities and utilities required in connection with the operation of the Portsmouth Coke Plant.

2. The purchase price to be paid for the assets (except inventories) to be purchased will be the aggregate of Six Million Dollars ($6,000,000) and the assumption of pension liabilities referred to in paragraph 4 below. Payment by Buyer of the Six Million Dollars ($6,000,000) shall be made to Seller in the form of One Million Dollars ($1,000,000) by certified check

on the Closing Date and the balance pursuant to a promissory note in the principal amount of Five Million Dollars ($5,000,000), which promissory note shall bear interest at the prime rate from time to time in effect at Mellon Bank, N.A., Pittsburgh, Pennsylvania. The principal of such promissory note shall be paid as follows:

January 1, 1982	-	$2,000,000
January 1, 1983	-	1,000,000
January 1, 1984	-	1,000,000
January 1, 1985	-	1,000,000

interest shall be paid semi-annually commencing January 1, 1981. Payment of principal and interest of the note and the discharge of pension liabilities assumed by Buyer as hereinafter provided shall be secured by Buyer granting a security interest to Seller in the real property and personal property and fixed assets to be sold as herein provided and by a guarantee of Buyer if the buyer of Portsmouth Coke Plant shall be a subsidiary of Buyer.

Seller agrees that if it should at any time prior to full payment of the aforesaid promissory note obtain federal, state or local governmental grants applicable to the Portsmouth Coke Plant, it shall immediately prepay the installments payable under said promissory note in inverse order of maturity in an amount not less than two-thirds (2/3) of the amount of such grants received.

3. Inventories to be sold by Seller and purchased by Buyer include coke, by-products and miscellaneous materials and supplies. By-products and miscellaneous materials and supplies shall be sold at prices to be agreed upon by the parties and coke shall be sold at a price of Eighty Dollars ($80.00) per ton f.o.b. Portsmouth.

The coke inventory to be purchased will not exceed fifty-four thousand (54,000) tons. Buyer will pay the agreed upon selling price for such coke inventory, by-products, miscellaneous materials and supplies to Seller as they are sold or used by Buyer but in no event shall payment be made later than twelve (12) months after the Closing Date. Title to the coke inventories will be retained by Seller until payment by Buyer. Buyer agrees to use its best efforts to use such coke inventory as promptly as possible.

4. Seller and Buyer intend that all hourly and salaried personnel now and customarily employed by Seller at the Portsmouth Coke Plant shall become employees of Buyer as of the Closing Date. The foregoing shall not, however, be deemed a contract of employment with regard to any salaried personnel. Seller has provided Buyer with a list of hourly and salaried personnel showing such persons' names, ages and length of service. A copy of such list is attached hereto as Exhibit #2. Any additions to such list prior to the Closing Date will be subject to specific approval by Buyer.

The Buyer shall assume all liability and expense for the accrued pensions (vested and unvested) of all such persons shown on Exhibit #2 calculated as of the Closing Date under all the terms and provisions of the applicable hourly and salaried pension plans of the Seller as in effect on the Closing Date. The Buyer shall further assume all future obligations to make the required contributions to satisfy the minimum funding standards of ERISA with respect to said assumed liability without regard to the form of the new or successor plan or plans established by the Buyer with regard to such employees.

The Buyer shall grant each such employee full credit for eligibility and vesting purposes for his continuous service shown in Exhibit #2 in any new or successor plan or plans established by the Buyer after the Closing Date.

The Seller shall cause the Trustee of its plans to assign and transfer to the Trustee or Trustees of the new or successor plan or plans established by the Buyer with respect to such employees, the assets properly allocable under ERISA to the transferred liabilities as determined by the Seller's enrolled actuary and in accordance with law.

The Buyer shall protect, hold harmless and indemnify Seller from and against any liability to any participant, union or governmental agency with respect to the transferred and assumed liabilities in the event the Buyer fails to satisfy the minimum funding requirements or otherwise causes a reportable event as defined in ERISA to occur with respect to such liabilities or to any plan or plans established by the Buyer to fund such liabilities.

5. To the extent assignable, Seller will assign to Buyer all sales agreements for the sale of coking by-products produced at the Portsmouth Coke Plant .

6. Buyer will, subject to review and approval (which approval shall not be unreasonably withheld) assume all existing supply and construction contracts relating to the Portsmouth Coke Plant.

7. Buyer and Seller will enter into an agreement or agreements with respect to facilities, services and utilities used jointly by the Portsmouth Coke Plant and Seller's other operating and production facilities or now located in part on property of the Portsmouth Coke Plant and in part on Seller's other production and operating facilities.

8. Unless earlier terminated as provided in paragraph 14 below, this Memorandum of Understanding and Intent shall be null and void if Buyer and Seller fail to consummate the sale of the Portsmouth Coke Plant on or before October 15, 1980.

9. Neither Buyer nor Seller is or will be obligated to any person for any finder's fee in connection with the proposed purchase.

10. Whether or not the purchase contemplated by this Memorandum is consummated, each of the parties hereto shall pay its own expenses incident to the negotiations, preparation of agreements and consummation of the acquisition.

11. Seller will cooperate with Buyer in making available information relative to the Portsmouth Coke Plant to the extent reasonably necessary in connection with:

A. Buyer's efforts to obtain the consent of its lenders to the transaction herein described;

B. Negotiation of the agreements contemplated in this Memorandum of Understanding and Intent; and

C. An orderly transition of ownership and operating control of the properties to be transferred. Seller will also make available Seller's personnel and provide access to the Portsmouth Coke Plant to Buyer, its lawyers and other agents, to the extent reasonably necessary in connection with such purposes.

Buyer agrees to retain all information of Seller so obtained in strict confidence and to require its agents and lawyers to so hold such information.

12. The Closing Date shall be upon such date as the parties may agree upon but not later than October 15, 1980.

13. The sale to Buyer of the Portsmouth Coke Plant is subject to:

A. Negotiation and execution of the agreements contemplated herein.

B. Negotiation and execution of a new collective bargaining agreement between Buyer (or a wholly owned subsidiary of Buyer) and the United Steelworkers of America in form and substance acceptable to Buyer and Seller pertaining to the employment of persons represented by the United Steelworkers of America who are to be employed by Buyer at the Portsmouth Coke Plant.

C. The execution of a definitive agreement of purchase and sale between the parties with respect to the above enumerated items and containing such other terms, conditions, covenants and representations, relating to, among other things, any undisclosed liabilities, as are appropriate to a transaction of the nature set forth above.

D. Analysis to Buyer's satisfaction of financial and operating matters, including all contractual obligations.

E. Resolution to Seller's satisfaction of existing contractual obligations of Seller.

F. The obtaining by Buyer of the necessary consents of its lenders.

G. Buyer obtaining financing (including governmental financing) necessary for

i. new facilities and modification and improvement of existing facilities required for operation of the assets to be purchased

as a coke plant separate from and independent of Seller's properties and facilities in Portsmouth, Ohio, that will not be sold to Buyer.

ii. the acquisition of new and additional coal, coke handling and by-product facilities necessary in connection with the operation of the coke plant to be purchased.

H. Approval by any requisite federal, state and local agencies, debtholders, lessors or other third parties.

I. Approval of the purchase and favorable action on the definitive agreement by the respective Boards of Directors of Buyer and Seller.

14. Prior to the Closing Date, Seller will not be precluded from negotiating for the sale of, entering into an agreement to sell, or selling the Portsmouth Coke Plant to parties other than Buyer. Should Seller give Buyer notice that it has entered into an agreement to sell or sold the Portsmouth Coke Plant to another party, the within Memorandum of Understanding and Intent shall be null and void. Any such notice may be verbal or in writing to McLouth Steel Corporation, 300 South Livernois Avenue, Detroit, Michigan 48209, Attention: Chairman, and shall be deemed effective when communicated if verbal, or when mailed, if in writing. Prior to the Closing Date, Buyer will not be precluded from negotiating for the purchase of or purchasing any coke plant instead of or in addition to the Portsmouth Coke Plant.

Executed this _____ day of August, 1980 by

McLOUTH STEEL CORPORATION

By_____

CYCLOPS CORPORATION

_____

COKE PLANT

A. Land and Land Improvements in cross-hatched area on attached map.

B. The following Machinery and Equipment:

1. Coke Plant

   a. 1 Koppers Battery of 70 Ovens, including Coal Handling, Oven Machinery, Coal Preparation, Coke Handling, and By-Products Plant

   b. 3 25-ton G. E. Locomotives

   c. 1 Hough Front End Loader (M-159)

   d. 1 Walden Front End Loader (M-192)

   e. Construction in Progress at Coke Plant

   f. Substations - 3, 4, 6

2. Steam Plant

   a. 2 Babcock-Wilcox Model PFI 440,000 Pound Per Hour Steam Output at 225 PSI and 500° F Multifuel Fired Boilers

   b. 1 Graver 1,500 GPM Water Treatment Plant

3. Open Hearth

   a. M-160 Caterpillar Mod. 977 Traxcavator

4. Machine Shop

   a. Lathes L-2 and L-6

   b. Horizontal Press - H.P.-1

   c. Other Machines, Equipment and Tools - BT-1, PH-2, BS-2, SL-1, RD-2, S-1, MM-2, 1 Grinder, Layout Plates, 10% of Tools

   d. Crane #57

5. Maintenance Shop Complex

   a. 3 Welders (Forge Shop)

   b. 1 Saw (Carpenter Shop)

   c. 10% of Tools (Sheet Metal Shop)

   d. 1 Pipe Machine (Pipe Shop)

   e. 1 Coil Winder, 1 Oven, 1 Jib Crane, 1 Lathe, 25% of Tools (Electric Shop)

   f. 1 Shear (Miscellaneous)

6. Diesel Shop

   a. Crane #55

   b. Drop Table, Spare Engine, Minor Tools, etc.

7. River Pump Station

   a. 2 of 4 (Two of Four)

8. Mobile Equipment

   a. 2 American 840 D. E. Locomotive Cranes

   b. 1 G. E. 95-ton Locomotive (1 of 6)

   c. 1 M-07 20 ft. - Acme Work Boat

   d. 1 M-025 Lincoln 400-amp Portable Welder

   e. 1 M-032 Worthington 600 CFM Portable Air Compressor

   f. 1 I-H Model 1-3400 D-A Back Hoe

   g. 1 M-186 Towmotor V-60-B Forklift Truck

   h. 1 M-199 Caterpillar 980-B Wheel Loader

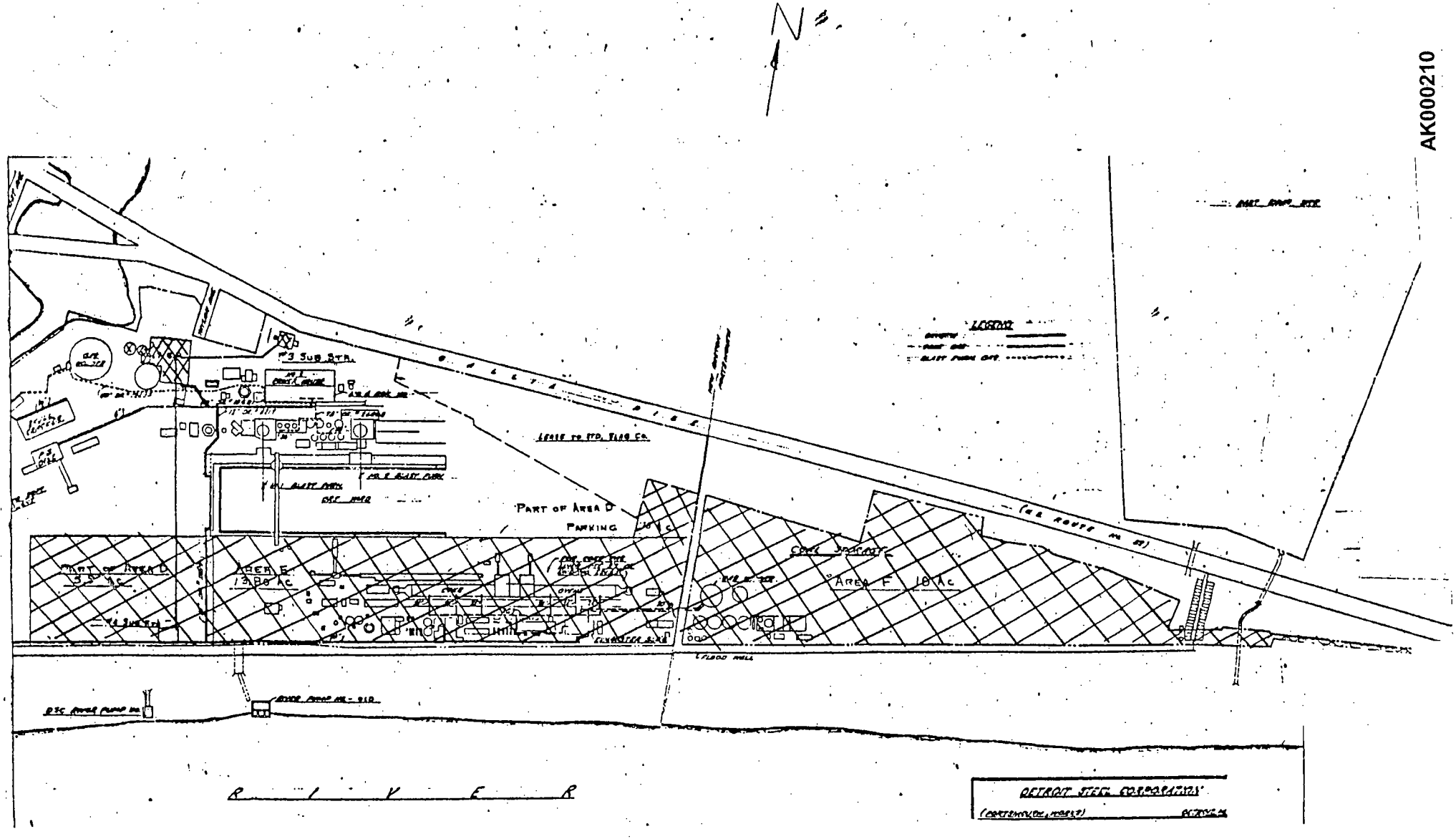
   i. 1 T-200 Ford F100 Pickup Truck

9. Transportation Equipment

   a. 1 Clamshell Bucket

   b. 1 103 G. E. 95-ton Locomotive

10. Gas Holder


N
LEGEND
#3 SUB STA.
LEASE TO STD. SLAG CO.
PART OF AREA D
PARKING
AREA E
13.80 AC
AREA F 10 AC
FLOOD WALL
R I V E R
DETROIT STEEL CORPORATION

AK000210

EMPIRE-DETROIT STEEL DIVISION
PORTSMOUTH PLANT - COKE FACILITIES
ESTIMATED MANNING CENSUS
AS OF 7-31-80

EXCLUDED FORCES

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
D. S. Gregg	10-16-26	54	1-16-65	15	7
F. P. Iovino	8-11-21	59	10-01-65	14	10
C. E. Darnell	11-28-37	43	2-06-56	24	6
J. A. Bradshaw	4-24-33	47	4-25-55	25	3
C. J. Cronin	2-06-37	43	5-09-59	21	3
G. J. Day	11-16-27	53	2-13-62	18	6
R. E. Yinger	10-17-37	43	1-17-65	15	6
L. E. Wilson	12-27-31	49	1-24-51	29	6
C. Wright	12-12-32	48	11-09-59	20	9
C. W. Phipps	11-13-25	55	3-16-65	15	5
W. Vanderpool	2-01-35	45	4-22-55	25	3
D. L. Ferrell	2-13-37	43	2-06-62	18	6
E. J. Price	11-17-25	55	10-25-65	14	9
W. J. Price	1-24-22	59	5-06-68	12	3
G. Ruby	3-18-40	40	8-24-67	12	11
M. W. Atkins	9-09-52	28	2-02-73	7	6
R. E. Hollis	4-06-38	42	5-15-59	21	3
S. E. Sexton	10-15-29	51	4-17-55	25	3
C. E. Elrod	2-06-26	54	4-12-45	35	4
D. J. Figlestahler	9-28-49	31	5-14-69	11	3
J. L. Wells	4-09-50	30	5-12-73	7	3
E. J. Maynard	7-17-33	47	3-24-55	25	4
G. L. O'Neal	9-25-41	39	3-29-65	15	4
A. R. Varhola	6-26-24	56	1-17-55	25	6
S. B. Goodson	2-16-48	32	6-11-73	7	2
D. L. Grashel	6-20-37	43	6-01-59	21	2
D. B. McGlone	11-26-36	44	9-03-63	16	11
J. L. McGlone	10-31-36	44	7-08-68	12	1

EMPIRE-DETROIT STEEL DIVISION
PORTSMOUTH PLANT - COKE FACILITIES
ESTIMATED MANNING CENSUS
AS OF 7-31-80

PRODUCTION AND MAINTENANCE FORCES

CLERICAL

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
C. Cartwright	9-20-25	55	6-09-44	36	1
R. Simon	7-26-22	58	8-17-44	35	11
A. L. Johnson	7-28-26	54	10-02-44	35	9
R. E. Stephenson	7-04-24	56	10-18-44	35	9
J. B. Jarrells	7-03-26	54	7-23-45	35	0

EMPIRE-DETROIT STEEL DIVISION
PORTSMOUTH PLANT - COKE FACILITIES
ESTIMATED MANNING CENSUS
AS OF 7-31-80

PRODUCTION AND MAINTENANCE FORCES

COKE OVENS

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
T. K. Stanley	5-22-24	56	7-22-48	32	0
R. H. Gilliland	9-08-33	47	5-07-53	27	2
V. E. Coldiron	2-25-24	56	1-27-56	24	6
R. D. Raynard	11-18-35	45	1-25-56	24	6
E. L. Skaggs	2-24-25	55	8-03-44	36	0
W. E. Price	11-17-31	49	8-12-55	25	0
S. T. Dillow	8-16-35	45	8-12-55	25	0
R. D. Murphy	12-22-36	44	11-16-55	24	8
C. F. Wells	5-21-31	49	5-11-59	21	2
D. Davis	12-01-38	42	2-09-62	18	5
R. D. Jones	1-07-39	42	2-13-62	18	5
R. W. Southworth	7-24-42	38	1-25-65	15	6
D. R. Tucker	12-19-46	34	2-21-65	15	5
W. J. Baldridge	11-30-25	55	2-25-56	24	5
J. L. Baldridge	4-05-35	45	11-05-59	20	8
D. D. Lewis	1-02-43	38	7-12-66	14	0
G. W. Walters	12-13-42	38	7-19-66	14	0
I. R. Ward	10-12-28	52	2-19-56	24	5
G. R. Jones	8-05-39	41	2-10-65	15	5
A. W. Bussler	8-11-38	42	9-21-66	13	10
C. P. Gable	9-01-37	43	9-05-67	12	10
J. L. Gambill	7-08-46	34	4-15-68	12	3
P. S. Hoffer	7-22-32	48	3-25-68	12	4
P. D. Fitzpatrick	12-02-43	37	1-22-68	12	6
R. D. Walker	9-03-46	34	10-03-67	12	9
H. L. Artrip	2-02-47	33	5-02-69	21	2
R. L. Queen	6-12-34	46	3-08-55	25	4
C. Allen	4-12-25	55	3-21-45	35	4
B. J. Wallace, Jr.	10-13-27	53	5-01-55	25	2
R. L. Jackson	6-11-32	48	6-29-55	25	1
E. S. Lewis	2-14-32	48	2-06-56	24	5
W. D. Alley	10-01-45	35	9-19-64	15	10
J. L. Albrecht	6-02-39	41	1-10-65	15	6
D. A. Payton	2-09-44	36	9-05-67	12	10
K. G. Williams	6-28-45	35	1-20-68	12	6
H. L. Coldiron	6-05-48	32	3-08-69	11	4
D. G. Hart	8-07-39	41	9-26-69	10	10
J. A. Egerton	3-25-50	30	9-30-69	10	10
G. H. Madden	1-12-35	46	4-09-55	25	3
D. D. Martin	4-18-41	39	8-09-65	14	11
J. R. Cooper	3-28-35	45	5-08-55	25	2
M. W. Lutz	7-31-30	50	2-15-55	25	5

Production and Maintenan Forces
Coke Ovens (Cont.)

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
J. R. Sowards	7-24-27	53	8-06-45	34	11
R. L. Moore	2-03-32	48	4-10-55	25	3
R. P. Scott	3-17-31	49	4-26-55	25	3
C. L. Dever	8-16-36	44	4-24-55	25	3
J. M. Stidham	7-22-34	46	5-01-55	25	2
R. E. Cottle	9-23-37	43	11-14-59	20	8

*Due to retirements the Coke Ovens seniority unit contains two (2) employees less than the projected long term requirement. See footnote.

BY-PRODUCTS

S. D. Davis	7-10-42	38	10-03-67	12	9
L. A. Horner	6-02-38	42	3-23-68	12	4
H. G. Hammond	8-29-47	33	3-10-69	11	4
R. H. Myers	10-17-34	46	4-30-69	11	3
W. R. Workman	5-11-43	37	9-20-69	10	10
C. Ferguson	2-23-24	56	3-17-56	24	4
M. R. Brown	12-04-34	46	4-06-55	25	3
R. K. Wright	2-18-44	36	1-09-68	12	6
T. R. Tarr	1-15-48	33	4-30-69	11	3
L. D. Kayser	8-21-53	27	3-31-73	7	4
D. G. Phipps	8-15-51	29	2-24-73	7	5
H. L. Adkins	2-22-24	56	7-19-48	32	0
C. W. Crabtree	9-08-34	46	2-15-55	25	5
C. M. McWharter	1-23-34	37	4-10-55	25	3

*Due to retirements the Coke By-Products seniority unit contains one (1) less employee than the projected long term workforce requirement. See footnote.

COAL HANDLING

R. W. Dalton	7-20-43	37	9-17-64	15	10
J. C. Ward	4-21-36	44	8-01-67	13	0
T. D. Preast	4-06-37	43	2-25-56	24	5
J. R. Oiler	10-17-35	45	9-05-67	12	10
D. P. Richards	8-16-44	36	3-25-69	11	4
B. Cantrell	8-31-34	46	7-25-53	27	0
H. G. Alcorn	1-01-35	45	1-21-56	24	6
J. D. Caldwell	5-09-44	36	9-18-64	15	10
B. L. Jarvis	6-03-35	45	2-24-55	25	5
L. J. Gambill	5-04-47	33	3-10-69	11	4
J. R. Webb	2-02-30	50	7-13-55	25	0
J. W. McClure	3-04-21	59	7-30-53	27	0

*Due to retirements the Coal Handling seniority unit contains one (1) less

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Production and Maintenance Forces (Cont.)

COKE HANDLING

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
M. E. Cole	9-14-36	44	3-17-55	25	4
W. M. White	9-16-23	57	1-20-56	24	6
R. S. Schaefer	2-11-43	37	9-10-64	15	10
R. W. Dunham, Jr.	10-28-42	38	1-04-65	15	6
D. Farmer	5-11-40	40	1-10-65	15	6
V. E. Munn	4-15-35	45	2-14-56	24	5
A. W. Triplett	8-22-29	51	5-11-59	21	2
D. C. Jarvis	11-12-28	52	5-12-59	21	2
H. D. Campbell	10-12-40	40	9-22-66	13	10
C. M. Johnson	1-10-48	33	4-23-69	11	3
C. D. Bramblett	5-21-48	32	9-06-69	10	10
J. L. Moore	1-14-26	55	4-08-55	25	3
R. J. Flannery	12-31-45	35	8-03-65	14	11
J. E. Hurn, Jr.	2-02-47	33	4-01-68	12	3
E. Leadingham	6-23-26	54	8-19-47	32	11

*Due to retirements the Coke Handling seniority unit contains five (5) less employees than the projected long term workforce requirement. See footnote.

COKE LABOR

W. H. Hall	10-19-31	49	1-15-65	15	6
G. W. Gilley	9-24-49	31	5-05-69	11	2
D. E. Bays	6-28-53	27	2-24-73	7	5
D. C. Wagner	8-31-28	52	3-22-73	7	4
R. W. Buffinger	8-17-49	31	4-13-73	7	3
H. A. Wise, Jr.	7-01-50	30	6-12-73	7	1
J. D. Kaut	4-20-50	30	6-20-73	7	1
C. E. Messer, II	12-22-53	27	7-14-73	7	0

COKE GENERAL

P. Slone	7-12-41	39	2-24-73	7	5

EMPIRE-DETROIT STEEL DIVISION
PORTSMOUTH PLANT - COKE FACILITIES
ESTIMATED MANNING CENSUS
AS OF 7-31-80

PRODUCTION AND MAINTENANCE FORCES

MECHANICAL DEPARTMENT

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
R. Marasek	3-08-13	67	8-29-40	39	11
C. N. Quillen	2-09-21	59	1-19-42	38	6
E. O. Gibbins	11-19-21	59	7-16-42	38	0
R. Hamilton	10-31-20	60	7-15-42	38	0
H. C. Tipton	11-23-24	56	5-03-45	35	2
V. C. Lyon	2-27-24	56	6-16-44	36	1
C. E. Call	8-07-19	61	8-24-42	37	11
R. D. Sparks	6-29-21	59	1-06-46	34	6
V. P. Travis	9-22-19	61	12-24-47	32	7
E. E. Danes	3-12-21	59	7-17-46	34	0
C. Duncan, Jr.	4-30-25	55	7-08-48	32	0
R. M. Howard	5-02-21	59	2-05-45	35	5
J. W. Dalton	6-07-23	57	4-18-55	25	3
J. E. Besco	7-17-21	59	3-07-55	25	4
R. D. Whisman	8-23-31	49	4-04-55	25	3
J. C. Johnson	10-01-25	55	4-13-55	25	3
W. H. Lodwick	12-27-26	54	4-26-55	25	3
R. R. Rice	11-17-36	44	2-24-55	25	5
W. E. Rollins, Jr.	2-26-26	54	4-13-55	25	3
D. L. Moon	8-30-20	60	5-02-55	25	2
M. E. Trent	4-04-27	53	5-02-55	25	2
P. E. Sexton	2-18-35	45	3-05-55	25	4
B. O. Ricks	2-28-29	51	8-03-53	26	11
D. L. Jewell	7-24-36	44	2-24-55	25	5
R. Hall	1-28-31	49	3-05-55	25	4
J. Crabtree	9-15-30	50	7-31-53	27	0
L. O. Wright	9-29-34	46	4-08-55	25	3
L. Barrett	11-20-30	50	2-24-55	25	5
J. M. Turner	12-14-28	52	3-17-55	25	4
R. L. Bradley	6-24-30	50	4-06-55	25	3
C. E. Dunn	8-23-35	45	4-11-55	25	3
A. E. McFann	9-29-32	48	3-08-55	25	4
F. D. Riggs	6-19-24	56	3-22-55	25	4
W. W. Williams	4-01-34	46	3-31-55	25	4
R. Reed	11-10-30	50	4-11-55	25	3
F. E. Allen	3-16-34	46	4-08-55	25	3
H. L. Gray	8-29-21	59	4-25-55	25	3
C. O'Bannion	4-23-25	55	4-25-55	25	3
D. Pierce, Jr.	11-14-36	44	3-24-55	25	4

Production and Maintenance Forces
Mechanical Department (Cont.)

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
R. H. Chandler	8-25-34	46	4-09-55	25	3
R. Hill, Jr.	4-02-35	45	6-09-55	25	1
J. R. Hall	9-08-26	54	4-07-55	25	3
W. B. Blevings	4-30-36	44	4-13-55	25	3
W. O. Logan	5-14-36	44	4-13-55	25	3
R. L. Penn	3-08-29	51	4-23-55	25	3
C. D. Jones	3-31-24	56	8-24-55	24	11
R. T. Taylor	6-26-26	54	7-29-55	25	0
R. E. Willard	9-25-34	46	5-08-55	25	2
L. A. O'Dell	3-30-37	43	6-10-55	25	1
F. E. Adams	4-07-19	61	1-24-61	19	6
J. A. Arthur	1-29-22	58	1-16-62	18	6
H. D. Williams	6-30-30	50	1-28-63	17	6
H. R. Bailey, Jr.	5-19-33	47	8-26-63	16	11
G. R. Gullion, Jr.	9-04-36	44	3-15-62	18	4
D. L. Ramsey	11-13-30	50	2-05-68	12	5
K. R. Gunter	8-17-29	51	2-18-68	12	5
B. Goble, Jr.	12-31-39	41	8-12-68	11	11
H. E. Gibson	4-06-21	59	10-21-68	11	9
L. J. Gates	1-03-39	41	2-26-69	11	5
H. L. Profitt	2-08-38	42	7-22-69	11	0

ELECTRICAL DEPARTMENT

J.R. Blankenbeckly	12-29-26	54	1-03-45	35	6
N. E. Hill	10-28-26	54	5-16-45	35	2
D. E. Kelley	12-17-25	55	6-27-44	36	1
G. A. Castle	1-14-22	59	12-19-45	34	7
H. J. Messer	11-07-20	60	10-21-43	36	9
P. D. Adams	10-01-23	57	7-14-42	38	0
J. Whitt, Jr.	8-26-26	54	6-30-45	35	1
J. H. Fultz	1-08-20	61	7-17-42	38	0
C. K. Jones	12-30-22	58	12-31-45	34	7
C. R. Briggs	9-16-22	58	7-05-48	32	0
M. M. Moritz	3-26-19	61	1-07-46	34	6
R. Nichols, Jr.	12-20-21	59	1-14-49	31	6
L. Justice, Jr.	5-19-21	59	1-25-43	37	6
R. E. Johnson	6-02-25	55	11-22-43	36	8
I. R. Parker	11-17-17	63	8-25-42	37	11
P. Dingus	3-28-24	56	3-24-43	37	4
A. C. Cropper	9-07-22	58	1-31-55	25	6
M. H. McHenry	4-15-29	51	2-02-55	25	5

EMPIRE-DETROIT STEEL DIVISION
PORTSMOUTH PLANT - COKE FACILITIES
ESTIMATED MANNING CENSUS
AS OF 7-31-80

PRODUCTION AND MAINTENANCE FORCES

YARD AND TRANSPORTATION

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
R. L. Stevens	5-13-17	63	7-18-42	38	0
E. L. Fultz	3-07-21	59	3-26-43	37	4
W. L. Billings	1-01-26	55	5-10-44	36	2
R. J. Clark	1-14-22	59	6-28-44	36	1
R. Virginia	8-18-26	54	11-03-44	35	8
L. Chochard	4-04-21	59	12-26-44	35	7
O. E. Lavender	7-15-26	54	12-28-44	35	7
D. E. Gifford	2-11-27	53	3-27-45	35	4
T. E. Newsome	7-14-26	54	8-26-44	35	11
W. T. Gose	5-02-19	61	11-17-43	36	8
J. J. Koch	4-24-26	54	5-14-44	36	2
C. H. Blevins	4-16-26	54	5-13-44	36	2
R. Huffman	9-08-33	47	4-24-55	25	3
K. E. Ellifritt	12-23-33	47	12-11-55	24	7
P. Compton, Jr.	9-05-36	44	1-27-56	24	6
R. R. Bennington	9-18-37	43	5-13-59	21	2
A. R. Barker	6-28-38	42	1-13-60	20	6
P. R. Eckhart	6-14-31	49	1-25-62	18	6
J. P. Rapp	1-13-29	52	1-26-62	18	6
A. E. Diles	12-22-37	43	2-09-62	18	5
W. R. Hamilton	3-06-38	42	2-09-62	18	5
L. Bradley	8-28-40	40	6-10-59	21	1
D. H. Holbrook	7-24-34	46	1-12-60	20	6
B. Miller	10-17-35	45	9-17-64	15	10
T. T. Smith Jr.	2-11-40	40	9-27-64	15	10
R. E. Dials	1-31-38	43	1-05-65	15	6
R. W. Pritchett	5-15-44	36	1-12-65	15	6
P. R. Fultz	8-01-44	36	1-13-65	15	6
P. A. Osborne	6-12-43	37	1-27-65	15	6
D. L. Parker	10-23-44	36	2-08-65	15	5
D. K. Mullins	8-27-46	34	2-11-65	15	5
G. E. Miracle	11-25-32	48	2-12-65	15	5
L. E. Neff	12-18-45	35	1-29-65	15	6

EMPIRE-DETROIT STEEL DIVISION
PORTSMOUTH PLANT - COKE FACILITIES
ESTIMATED MANNING CENSUS
AS OF 7-31-80

PRODUCTION AND MAINTENANCE FORCES

BRICKMASON

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
C. McLaughlin	5-07-20	60	2-13-42	38	5
W. W. Williams	4-07-20	60	7-14-42	38	0

COMBUSTION CONTROL

L. A. Daugherty	8-08-24	56	4-21-53	27	3

GENERAL WORKS

W. A. Miller	1-30-37	44	7-31-67	13	0

Production and Maintenance Forces (Cont.)

*Footnote:

Labor Agreement seniority rules provide that seniority units deficient in manpower requirements will be brought to full workforce strength by advertising the job vacancy on a plant-wide basis and the job awarded to the bidder possessing the greatest plant "continuous service." Thus plant-wide job advertisements would have to be posted in order to correct the nine (9) seniority unit workforce deficiencies indicated above. It is impossible to predict who among the currently laid off employees would choose to bid on the job vacancies if advertised, however, the nine most senior employees in this category are:

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
J. G. LeBrun	10-26-22	58	6-19-42	38	1
C. A. Taylor	3-06-24	56	7-14-42	38	0
V. Edwards	5-01-21	59	8-12-42	37	11
C. E. McGraw	4-24-20	60	8-13-42	37	11
H. W. Hughes	4-07-20	60	8-21-42	37	11
H. Herdman	1-29-20	61	9-11-42	37	10
L. McCann	5-04-19	61	1-25-43	37	6
W. Howell	6-22-17	63	1-25-43	37	6
J. O. Wright	3-14-20	60	4-12-43	37	3

Contracts
Utility
#6

JOINT USE CONTRACT

(RAW WATER)

Agreement made this 21st day of November, 1980, between CYCLOPS CORPORATION, incorporated under the laws of the Commonwealth of Pennsylvania, and having its principal office at 650 Washington Road, Pittsburgh, Pennsylvania 15228, hereinafter referred to as the "First Party", and NEW BOSTON COKE CORPORATION, incorporated under the laws of the State of Ohio, and having its principal office at 300 South Livernois Avenue, Detroit, Michigan 48209, hereinafter referred to as the "Second Party".

Recitals

1. The First Party, through its Empire-Detroit Steel Division, is the owner of a coke plant and steel mill located in Scioto County, Ohio.

2. The coke plant and the steel mill are served by raw water systems with certain common facilities and features. Each system furnishes untreated water from the Ohio River to various operations and buildings throughout the coke plant or steel mill for purposes of cooling, washing and steam generation.

3. Among the common facilities of the systems are two water intake pipes and a pump house which is located at the north bank of the Ohio River on a 0.27 acre tract owned by the Norfolk and Western Railway Company and

occupied by the First Party (under an easement dated July 1, 1960, and recorded in Deed Book Vol. 499, Page 585, of the Deed Records of Scioto County, Ohio).

4. The pump house contains four Peerless electric pumps which may be operated independently of each other. The pumps are controlled either at a remote electrical switchboard located in substation No. 3 (located on a tract to be conveyed to the Second Party), or manually by controls in the pump house. Electric power for operation of the pumps is supplied from substation No. 4 (located on a tract to be conveyed to the Second Party).

5. From the pump house water is pumped through a single sixty-six inch pipe, which together with electrical and control conduits, runs through a ninety-four inch steel tunnel passing under the parallel tracks of the Norfolk and Western Railway Company and The Baltimore and Ohio Railroad Company and a floodwall before entering the coke plant premises (located on a tract to be conveyed to the Second Party). There the sixty-six inch pipe branches into separate raw water supply systems. (The water intake pipes, pumphouse, sixty-six inch pipe and ninety-four inch tunnel hereinafter will be referred to as "Common Facilities".)

6. The eastern extension of the sixty-six inch pipe serves the coke plant premises and the No. 7 Boiler House (located on a tract to be conveyed to the Second Party), and the western extension serves the steel mill (located on tracts owned by the First Party).

7. The aforesaid eastern and western extensions are interconnected, however, so that in the event of an interruption of water flow in

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certain segments of each party's individual raw water supply system, raw water may be rerouted through the raw water supply system of the unaffected party in order to bypass the adversely affected segment.

8. The Second Party has purchased from the First Party the coke plant, together with the substations Nos. 3, 4 and 6, and two of the four raw water pumps (Pumps Nos. 1 and 3) located in the pump house.

9. It is the desire of the parties to make full and mutual use of the interconnection of their undivided raw water supply systems for the rerouting of raw water in emergency situations, to have access to use of the Common Facilities on a shared basis and to furnish each other with certain service and assistance to operate their respective pumps.

In consideration of the mutual covenants set forth below and of the benefits which will be derived herefrom, the parties, intending to be legally bound hereby, agree as follows:

Section 1 -- Term

This Agreement will become effective the date hereof and continue in effect so long as the Common Facilities and interconnected pipes remain connected.

Section 2 -- Essence of the Agreement

It is the intent of this Agreement that each party will operate its own individual water pumps and raw water supply system, but will mutually

share with the other party the Common Facilities for the flow of water to their individual raw water supply systems. In addition, it is further intended that each party will maintain, through its interconnected pipes, the capacity to provide raw water to the other party's raw water supply system in the event of a waterline break or other emergency situation.

Section 3 -- General Conditions

a. Each party will use reasonable diligence and care to maintain and operate the interconnected pipes and related equipment under its control so that they are capable of transporting emergency raw water to the other party's raw water supply system, and will use all reasonable efforts to maintain said emergency standby capacity at all times.

b. Neither party will disconnect, sever or otherwise alter any extant interconnected pipe under its control or any of the Common Facilities except with the consent thereto of the other party.

c. Upon ten days' written notice to the other party, a party may, without liability to the other party, temporarily take interconnected pipes and related equipment under its control out of service for maintenance and necessary repairs, for modification or replacement, or for installation of new pipes or related equipment; provided, however, that (i) it shall use all reasonable efforts to minimize the number and duration of such occurrences and (ii) any modified, replaced or new equipment will not thereafter adversely affect such party's ability to perform its obligations hereunder.

d. Neither party will be liable to the other party for any losses or damages which may be occasioned by any partial or complete inability to provide emergency water when such inability is caused by fires, strikes, differences with workmen, riots, floods, lighning, storms, acts of God, civil disturbances, action of public authorities, breakdowns, unavailability of workmen, supplies and equipment and cessation of operations or causes beyond its reasonable control.

e. Each party hereby grants to the other party mutual licenses across their respective tracts for the shared use and operation of the Interconnected pipes and Common Facilities.

f. Each party will share the costs and expenses of operating, maintaining, repairing and replacing the Common Facilities. The allocation between the parties of the costs and expenses will be based on each party's proportionate use of such facilities as determined by the extent of the operation of its water pumps in the pump house at the time such costs and expenses are incurred.

g. The Second Party will, at the prevailing rate charged therefor by the Ohio Power Company, furnish to the First Party from substation No. 4 all of the electrical power required to operate the First Party's water pumps (in the pump house).

Section 4 -- Emergency Water

In the event a party suffers a total or partial waterline break or incurs an emergency situation which seriously affects its ability to transport

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raw water through its individual raw water supply system to its operations and buildings, the other party will, after notice thereof, use all reasonable efforts and facilities at its command to furnish emergency water to the other party for such period as is necessary to replace the raw water lost by such event; provided, however, that the party furnishing such water will not be required to divert raw water which it would otherwise need at such time for its own operations. The party receiving emergency water will use all reasonable efforts to correct, on an expedited basis, the situation which brought about the need for such water. A charge for emergency water furnished hereunder will be made to the party receiving same, based upon actual costs incurred in furnishing the emergency water.

Section 5 -- Monitoring of Raw Water Intake

The Second Party will monitor the quantity and quality of raw water entering the Common Facilities in strict accordance with all applicable environmental laws, regulations and other requirements and, if requested by the First Party, will report the data derived therefrom in writing to the First Party within five (5) days of its receipt. When monitoring data is provided to the First Party, the costs involved in such monitoring and reporting will be shared by the parties on the same basis as described in Section 3(f). In the event the Second Party permanently ceases use of the Common Facilities, the First Party will assume responsibility for monitoring the raw water entering same.

AK000226

Section 6 -- Continuation of Contract

This Agreement will bind and inure to the benefit of the parties, their respective successors, licensees and assigns. This Agreement may be assigned by either party upon written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement at Portsmouth, Ohio, on the day and year first above written.

CYCLOPS CORPORATION

WITNESSES:

_____

_____

By _____
First Party

NEW BOSTON COKE CORPORATION

_____

_____

By Donald A. Lockhart
Second Party
President

AK000227

AB112080

Easements
#4

EXHIBIT B

(Preliminary and Incomplete)

Volume ____, Page ____, November ____, 1980

Cyclops Corporation to New Boston Coke Corporation -- easements and rights-of-way for railroad tracks, roadways, utilities, pipes, etc. and an overhead crane and conveyance of four (4) tracts of land.

Volume 708, Page 270, March 23, 1978

Cyclops Corporation to Ohio Power Company -- easement and right-of-way for stub pole and guy

Volume 602, Page 209, October 22, 1969

Detroit Strip Corporation to United Fuel Gas Company -- easement and right-of-way for pipeline

Volume 549, Page 281, February 8, 1965

Detroit Steel Corporation to Ohio Power Company -- easement and right-of-way for electric transmission line

Volume 544, Page 635, November 22, 1964

Detroit Steel Corporation to Ohio Power Company -- easement and right-of-way for electric transmission line

Volume 513, Page 557, February 22, 1962

Ashland Oil and Refining Company to Ohio Power Company -- easement and right-of-way for electrical transmission lines

Volume 510, Page 200, August 24, 1961

Detroit Steel Corporation to State of Ohio -- easement and right-of-way for public highway

Volume 460, Page 506, February 26, 1957

Ohio Power Company to Detroit Steel Corporation -- easements and right-of-way for electrical transmission wires, cables and lines

Volume 458, Page 248, August 24, 1956

Detroit Steel Corporation to State of Ohio -- easement for sanitary diversion sewer and appurtenances

Volume 38D, Page 245, June 23, 1950

Detroit Steel Corporation to State of Ohio -- easement for electric power and control lines and supporting towers

Volume 369, Page 228, September 29, 1949

Portsmouth Steel Corporation to Ohio Power Company -- easement and right-of-way for drain pipe

Volume 359, Page 562, January 22, 1949

O. L. Webb to Ohio Power Company -- easement and right-of-way for electric transmission wires and towers

AK000229

Volume 345, Page 36, November 6, 1947

Portsmouth Steel Corporation to City of New Boston -- easement for Unit 6 of Portsmouth - New Boston Local Protection Project (floodwall, gates, etc.)

Volume 341, Page 439, November 24, 1947

Portsmouth Steel Corporation to City of Portsmouth -- easement and right-of-way for public highway

Volume 336, Page 237, August 19, 1947

Portsmouth Steel Corporation to City of New Boston -- easement for Unit 6 of Portsmouth - New Boston Local Protection Project (floodwall, gates, etc.)

Volume 335, Page 349, August 14, 1947

Portsmouth Steel Corporation to City of Portsmouth -- easement for Unit 6 of Portsmouth - New Boston Local Protection Project (floodwall, gates, etc.)

Volume 277, Page 71, August 7, 1941

Bluemont Corporation to Ohio Power Company -- easement and right-of-way for electric transmission poles and wires

Volume 277, Page 73, August 7, 1941

Bluemont Corporation to Ohio Power Company -- easement and right-of-way for electric transmission poles and wires

Volume 254, Page 589, December 4, 1939

John A. Arthur to Ohio Power Company -- easement and right-of-way for electric transmission poles and wires

NOTICE

Cyclops Corporation reserves the right to revise the itemization herein by listing one or more additional items and/or modifying and/or deleting one or more of the present items.

EMPIRE-DETROIT STEEL DIVISION
PORTSMOUTH PLANT
BOX 3038 NEW BOSTON, OHIO 45662 (614) 456-4500

August 24, 1984

Mr. A. J. Shaffer
Senior Distribution Coordinator
Ohio Power Company
P.O. Box 400
Canton, Ohio 44701

Dear Mr. Shaffer:

I am writing in reference to your letter of notification dated July 13, 1984 pertaining to the termination of our July 14, 1972 Agreement covering the joint use of certain poles between Ohio Power Company and Empire-Detroit Steel Division, Portsmouth Plant.

This Agreement covered 48 poles contacted by our Company covering certain pilot guy and control cables.

Since the Empire-Detroit Steel Division has closed and transferred the Portsmouth Plant facilities to King River Limited, Inc. and New Boston Coke Corporation, several of these contact poles are presently in use or plan to be in use in the future. We have reviewed all such contact poles with the above mentioned parties for their disposition with the Ohio Power Company.

Arrangements have been made by the companies through Mr. Jim Miller, the Ohio Power representative in the area for renegotiating agreements by them as follows:

King River Limited will be responsible for 13 of the contact poles and New Boston Coke will be responsible for 24 contact poles. They are presently working out such details with Mr. Jim Miller at the Ohio Power Company.

The remaining 11 contact poles of the original 48 is still the responsibility of the Empire-Detroit Steel Division and as of this date all such contacts have been removed per your request dated July 13, 1984.

AK000232

If there should be any further questions or information required I would recommend you contacting Mr. Jim Miller at the local Ohio Power office who has been working with us in completing the above outlined procedures.

Sincerely,

Richard E. DuPuy

RED:w
CC: D. S. Gregg
R. A. Newman

Village of New Boston

3980 Rhodes Avenue New Boston, Ohio 45662

OFFICE OF
COMMUNITY DEVELOPMENT
STEVE WELLS, DIRECTOR
PHONE (614) 456-4103

September 3, 1985

Mr. E.B. Lowman, II
President
King River Limited
P.O. Box 1699
Ashland, Kentucky 41105

RE: Development Proposals

Dear Sir:

Past conversations with you have made us aware that you are in some manner negotiating with the New Boston Coke Corporation on items such as the Diesel shop, the water inlet, storage land, etc.

As a community we are most anxious to see the Coke Plant survive and grow; to see your redevelopment of the steel mill site take place and thus to see jobs retained and hopefully additional jobs created. As we have said on many occasions we are willing to provide any assistance at our disposal to aid in your development of this site.

In light of the recent environmental reprieve received by the Coke Plant, we offer the following suggestion as a possibility for us to assist you and the Coke Plant in your endeavors. As you know, the Ohio Department of Development (ODOD) administers a competitive economic development program which; under the right conditions, could make available up to $350,000 in long-term, low interest funds to assist in various development projects. To be competitive with other requests for these funds the private developer must have an input of private funds in at <u>least</u> a 1:1 ratio of public dollars with chances of funding success being drastically increased if the ratio is 3 private dollars to 1 public dollar. The basis for such requests <u>must</u> be job creation or; less competetitively, job retention. The ODOD reviews proposals three times a year. The next deadline for application submission are October 15, 1985 and again on February 15, 1986. The Village would be the applicant and if successful in obtaining funds would then loan the funds for the development project. The "deal" must be completely together at the time of application with all private committments in place. If funded, it would take approximately five (5) months from application date for funds to be available for the project.

Projects of a larger funding scale may fit into the Urban Development Action Grant (UDAG) program as administered by the U.S. Department of Housing and Urban Development (HUD). This program was the basis for the design of the ODOD program, therefore there are many requirements similarities. Application deadlines under UDAG will be November 15, 1985, February 15, 1986, May 15, 1986, August 15, 1986.

We have had considerable experience and success with both the ODOD and UDAG programs. If you feel that we may be of assistance in your current projects we suggest that you contact us immediately to see what can be structured.

If you do wish to pursue these programs, the following is the minimum of information needed to initiate an application:

1. A proposal from all involved private parties which clearly states what you propose to do, how you propose to do it and an associated cost breakdown.

2. Written evidence that all parties such as King River Limited, New Boston Coke Corporation and Cyclops are in agreement on the proposal in item 1 above.

3. Information for application preparation. A copy of the ODOD application is attached so that you may start the assemblage of required information.

After your review and consideration of this information, we respectfully request that you contact us as soon as possible to determine what further course of action may be appropriate.

Sincerely,

Steve Wells
Community Development Director
Village of New Boston

SW/cs

attachments

cc: Mayor Ottney
Walter Lytten, Legal Counsel
Francis Leighty, Woolpert Consultants

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KING RIVER LTD. INC.
NEW BOSTON RIVERPORT
P.O. BOX 5188, NEW BOSTON, OHIO 45662, 614/456-4101

September 27, 1985

Mr. Steve Wells, Director
Office of Community Development
Village of New Boston
3980 Rhodes Avenue
New Boston, OH 45662

Subject: Your letter 9/3/85
to E. B. Lowman II,
regarding Coke Plant.

Dear Steve:

E. B. has asked me to summarize our meetings and conversations of this past week concerning the coke plant, and formalize our proposal for a ODOD competitive economic development project for submission by October 15, 1985.

As we have advised you, the other parties, i.e., New Boston Coke Corporation and Cyclops Corporation has indicated to King River that they would agree to the broad concept of the attached outline.

We expect a response next week from New Boston Coke on Monday, September 30, and from Cyclops on Tuesday, October 1.

Sincerely,

KING RIVER LIMITED, INC.

Robert A. Newman

cc: E. B. Lowman II
Les Wiles
Robert A. Kushner
Fred J. Dery

Attachment

DRAFT

DRAFT OUTLINE
PROJECT: Diesel Repair Facility Lease
Riverport and Industrial Park
New Boston, Ohio

September 27, 1985

Owner/Developer: (Lessor)
King River Limited, Inc. (KRL)
202 Vine Street, P. O. Box 3188
New Boston, OH 45662
E. B. Lowman II, President (606) 329-0797
Contact: Bob Newman (614) 354-1902

Tenant: (Lessee)
New Boston Coke Corporation (NBCX)
600 River Avenue, P.O. Box 3129
New Boston, OH 45662
Fred J. Dery, Trustee (313) 362-3676
Contact: Don Gregg, George O'Neal (614) 456-4154

Public Sector:
Village of New Boston
3980 Rhodes Avenue
New Boston, OH 45662
Charles L. Ottney, Mayor (614) 456-4103
Contact: Steve Wells (614) 456-4103

Other:
Cyclops Corporation
650 Washington Road
Pittsburgh, PA 15228
Robert A. Kushner, Vice President (412) 343-4000
Contact: Joe Hungate (412) 343-4000

-WORKING DRAFT-
PLEASE REVIEW, CHANGE, DELETE, COMMENT, AND RETURN OR CALL

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DRAFT

BACKGROUND

King River Limited, Inc. is a real estate and industrial developer, with E. B. Lowman II and Lester Wiles as stockholders. King River is redeveloping a 16.88 acre river parcel, purchased in 1978 from Cyclops, and an adjoining 147.33 acre steel mill (closed by Cyclops in June, 1980) into a regional riverport and industrial park.

King River purchased the closed Empire-Detroit Steel (EDS) mill buildings (some 988,999 square feet), facilities and equipment from Cyclops on May 14, 1984, together with a three-year lease/purchase option for 147.33 acres and 341,939 square feet of existing buildings. King River's development plan is underway, concurrent with salvage and clearance of obsolete facilities by Spar Construction and Development Company of Nitro, W. VA.

Spar, who purchased most of the surplus buildings and equipment from King River on May 18, 1984, has been attempting to establish a mini-steel mill operation on the site. Phase One of the proposal was for a rolling mill, with Phase Two to include an electric furnace/continuous caster slab mill. King River has worked closely with Spar on this special year-long effort, however, national conditions in the steel industry does not allow the project to go forward. As of last week, September 18, the mini-mill development effort is in abeyance.

Another key feature of King River's development plan includes supportive actions and commitments with the site's tenants and neighbors. New Boston Coke Corporation adjoins the King River site at its southeastern boundaries.

New Boston Coke Corporation is a manufacturer of coke used by steel producers. It was established in November, 1980, as a subsidary of McLouth Steel Corporat

AK000238

for the purpose of purchasing the existing EDS coke facility at New Boston, Ohio, from Cyclops.

In December, 1981, McLouth Steel was forced into bankruptcy, requiring New Boston Coke to file for protection under Chapter 11 of the U.S. Bankruptcy Code. On August 12, 1985, New Boston Coke's Reorganization Plan was approved by the federal court in Detroit. The common stock of New Boston Coke has been transferred to the employee's Pension Plans.

The manufacturing plant is located on 38.45 acres, and consists of 70 coke ovens (commissioned 12/22/64) and supporting equipment including by-product recovery plant, three railroad locomotives and coal and coke storage areas. Included in the operation of the plant are hundreds of yards of railroad track, used daily. NBCX also uses various rail track that crosses King River's adjacent site. This joint useage is covered under Cyclops/NBCX formal agreements of 11/21/80.

CURRENT

Since 11/80, NBCX has been using certain Cyclop facilities (diesel repair shop, "Standard Slag" office building, certain rail and other structures) without charge under informal agreements. The following outline updates this developmental problem:

May/84	- Cyclops sells the referenced facilities (diesel sh p, rail track, water tower stand pipe, "Standard Slag" bldg, etc.) to KRL for salvage, demolition, and/or use...
April/85	- NBCX Reorganization Plan called for NBCX continued use of these facilities at no cost...
June/85	- KRL and Cyclops filed objections to the Reorganization Plan pertaining to the use of these facilities...
August/85	- The bankruptcy judge ruled to delete the clause "use of facilities...at no cost," and approved the remainder of the Plan...

September/85 - KRL negotiated with Cyclops for a "partial release" sale of the diesel shop land area to allor KRL to enter into a long-term lease with NBCX for the referenced facilities...

On 9/23/85, KRL and NBCX negotiated the following lease outline, together with an agreement for KRL to withdraw its prior claims as filed in the bankruptcy court.

THE DEAL

King River will lease, with purchase option, the "Diesel Repair Facility" to New Boston Coke, together with certain joint use easements for necessary maintenance of diesel locomotives, and for other necessary facilities required for the continued, and more profitable, operation of the coke plant:

Lease	- Parties	KR/NBCX
	- Facilities	Bldg's #118, 123.
	- Terms	15 years, triple net.
	- Payment	$3,750.00 monthly.
	- Other	Indexed to CPI with cap; and purchase option.
Joint Use	- Parties	Cyclops/KR/NBCX
Diesel Shop	- 1600 LF (+/-)	Railroad Tracks #11 to #16 to and including #102, 103, 104, and 105.
	- 2000 LF (+/-)	Roadways from #7 Boiler House area to the north and #4 Sub Station area to the east and south.
	- Existing Utilities	
Other	- 2750 LF (+/-)	Railroad Tracks #11 to and including #133; and #11 to #130 to, and including #135 and #137.
	- Former "Standard Slag" office building together with 1700 LF (+/-) roadway access west and south, and existing bldg utilities.	
	- Water Tower (114' stand pipe) for use with raw water inlet "Common Facilities," per Raw Water Joint Use agreement of 11/21/80.	

Concurrently, King River and Cyclops will exercise a release (per Section 18 of their Lease/Purchase Option agreement of 5/14/84) of the necessary real estate and joint use facilities, with a payment by King River to Cyclops of $335,000.

The deal is not financiable through private lenders since: (1) NBCX is operating under a Chapter 11 Bankruptcy Reorganization Plan; and (2) KRL has insufficient cash flow from its other tenant, Custom Steel Processing, Inc. (CSP), who is using 100,100 square feet in buildings leased by KRL from Cyclops. CSP's lease is renewable annually through 1990.

King River, therefore, proposes to borrow $343,500 from the Village of New Boston under the State of Ohio CDBG (Community Development Block Grant-HUD) Economic Development Program as follows:

Amount	- Land Acquisition	$335,000
	Closing Costs	8,500
	Total Amount	$343,500
Term	- 15 Years	
Rate	- 8½%	
Payments	- Monthly	

VALUES

The Diesel Repair Shop (Building #31-118) is carried on the current 1984 Scioto County Auditor's tax appraisal at a replacement value of $344,700 (not including land). Building #31-123 (former water softening plant) is also necessary to the diesel facility for its existing storage tanks, now used for waste oil. Its current value is $147,000.

Land transfer would be nominal, similar to the 1980 transactions between NBCX and Cyclops for the NBCX purchase of #7 Boiler House (2.39 acres) and #3

Substation (.21 acres). The estimated values would include:

Diesel Shop

Structures	- Bldg #118	$344,700	
	Bldg #123	147,000	
			$491,700
Railway*	- 1600 LF @ $210/LF	$336,000	
	Switches @ 1 ea.	54,000	
	(Joint use @ 50%)	$390,000 =	195,000

Other Facilities

Railway*	- 2700 LF @ $210/LF	$567,000	
	Switches @ 2 ea.	108,000	
	(Joint use @ 50%)	$675,000 =	337,500
Stand Pipe	- 114 LF Hght X ___ Ft. Dia.		NA
Roadway	- 3700 LF x 24 FT W		--
S. Slag Bldg	- 2400 SF		--
TOTAL			$924,000 +

NA - Not Available

* per 1984 Construction Cost Information Dodge Guide to Public Works and Heavy Construction Costs; McGraw-Hill Information Systems Company.

OTHER

King River understands that the Village of New Boston will be holding public hearings this coming October 1st and 3rd on the State of Ohio program and local benefits. It King River can be of any assistance in this, please advise.

King River is reviewing the details of the State of Ohio application to assemble the other required information.

KING RIVER LIMITED, INC.

Robert A. Newman
September 27, 1985

Attachment: Draft Letters A, B, & C.

DRAFT LETTER "A"
Prepared by Village of New Boston

DRAFT

Charles L. Ottney, Mayor
Village of New Boston
3980 Rhodes Avenue
New Boston, Ohio 45662

Dear Sir:

Herein we hope to clarify the position of New Boston Coke Corporation (NBCX) as it pertains to retaining our operations and to our statement of need to effect this retention.

As you are aware we have proposed and received approval of our reorganization plan under Chapter 11 Bankruptcy proceedings. We have attached a copy of this plan for your review. As reflected in this plan we will be spending some $2,827,520 to upgrade various operational facilities. We are, however, in desperate need of additional facilities adjoining our operation that are currently under the joint control of Cyclops Corporation and King River Limited, Inc. Specifically, the diesel shop, water tower, and former Standard Slag building are critical to the continuance of our operations and to the retention of approximately 210 of which 185 are unskilled and semi-skilled jobs available to qualified low/moderate income persons. We have attached a job breakdown list with appropriate pay ranges per job class.

Certainly, we are making every attempt to retain these jobs and the accompanying tax base that is so critical to our success as well as to the economic well-being of New Boston and the entire Scioto County area.

We are now in a position to lease with purchase option the above mentioned facilities to stabilize our operations. We are willing to enter a fifteen (15) year lease with purchase option at $3,750/month to attain the use of these facilities. Existing agreements between Cyclops Corporation and King River Limited, Inc. prevent us from attaining immediate use.

However, if the Village is in some way able to assist all parties involved in structuring a mutually acceptable agreement, we stand ready and willing to lease the facilities under the aforementioned price and terms from King River Limited, Inc. with funds from operations as exhibited in our reorganization plan. Further, we will assign lease payments to the Village as you may require.

As Trustee for this reorganization, I certify that I have the authority to make this commitment on behalf of the company and that we have the resources to effect this proposal.

If you require further clarification, please do not hesitate to contact me at (313) 362-3676, or Don Greg at (614) 456-4154.

Sincerely,

NEW BOSTON COKE CORPORATION

-WORKING DRAFT-
PLEASE REVIEW, CHANGE, DELETE, COMMENT, AND RETURN OR CALL

Fred J. Dery, Trustee

Attachment

DRAFT LETTER "B"
Prepared with Village of New Boston

DRAFT

Charles L. Ottney, Mayor
Village of New Boston
3980 Rhodes Avenue
New Boston, Ohio 45662

Dear Sir:

This letter is written to exhibit our continued interest in working with all parties to allow redevelopment of our former Steel Mill site in New Boston.

It is our understanding that our lessee, King River Limited, Inc. (KRL), is desirous of buying certain specific parcels at this time. We further understand that KRL intends to lease with option to buy these same parcels to the New Boston Coke Corporation (NBCX).

Upon payment of $335,000, we are willing to release the following assets from our lease stipulations, giving KRL clear title to land, buildings, and equipment so that they may carryout their development program.

The specific items for consideration are commonly known as:

1. Diesel Shop - land, building, equipment, utilities, and access.
2. Standard Slag Building - land, building, equipment, utilities, and access.
3. Water Tower - land, structure, equipment, utilities, and access.

By such a sales arrangement, we understand that an agreement will be reached between KRL and NBCX whereby NBCX can attain urgently needed facilities that will allow them to retain the current 210 jobs that are so desperately important to the economy of Scioto County, Ohio.

I herein certify that I have the authority to make this commitment on behalf of the Cyclops Corporation and that we will expedite this matter upon the payment by King River.

If you have further questions or comments, please do not hesitate to contact me at (412) 343-4000.

Sincerely,

CYCLOPS CORPORATION

Robert A. Kushner, Vice President

-WORKING DRAFT-
PLEASE REVIEW, CHANGE, DELETE, COMMENT, AND RETURN OR CALL

DRAFT LETTER "C"
Prepared with the Village of New Boston

DRAFT

Charles L. Ottney, Mayor
Village of New Boston
3930 Rhodes Avenue
New Boston, Ohio 45662

Dear Mayor Ottney:

As you know, we have a lease with option to purchase agreement covering the former Empire-Detroit Steel mill site as owned by Cyclops Corporation and located in your Village.

In our efforts to redevelop this site, we have been negotiating with the New Boston Coke Corporation (NBCX) as they are adjacent to the property we control and are desirous of leasing various facilities that are imperative to their continued operation.

Due to the timing of their need, and the terms of our lease with purchase option with the Cyclops Corporation, we are in serious need of your assistance to obtain immediate funds that will allow us to obtain the ownership of certain assets from Cyclops Corporation, then allowing us to enter a lease with option to purchase agreement with NBCX so that they can access these facilities that will effect their retention of approximately 210 jobs at their facility.

We are not able to proceed with this venture unless we are able to obtain your assistance. The urgent need of NBCX and our cash flow limitations prevent us from accomplishing this venture separately.

We have negotiated a fifteen (15) year lease with option to purchase at $3,750 per month with NBCX. If you are able to obtain a state development grant to assist us in our venture, we will be willing to enter into an agreement with the Village whereby we would borrow $343,500 at 8½% interest for 15 years. We would give the Village a note and first mortgage on the necessary properties to secure this loan.

Further, we would pledge the lease payments received from NBCX to the Village to repay this loan.

We are prepared to move forward immediately on this project with completion no more than 6 months after loan approval.

As the chief executive officer of King River Limited, I have the authority to make this commitment on behalf of the company and will immediately proceed at your direction.

If you have further questions or comments, please contact me at (606) 329-0797, or Bob Newman at (614) 456-4101.

Sincerely,
KING RIVER LIMITED, INC.

-WORKING DRAFT-
PLEASE REVIEW, CHANGE, DELETE, COMMENT, AND RETURN OR CALL

E. B. Lowman, II, President

Gary Rieder is drafting a letter to Village of NB

The letter is only problem w/ Zaremba

Don't think we can relocate Steam Plant... Will have for sure in 2-3 days - Steve Benson

986

FRED J. DERY
UNITED STATES BANKRUPTCY TRUSTEE
801 WEST BIG BEAVER
SUITE 570
TROY, MICHIGAN 48084

(313) 362-3676

May 23, 1986

Mr. Joe Hungate
Cyclopse Corporation
650 Washington Rd.
Pittsburgh, PA 15228

RE: NEW BOSTON COKE CORPORATION
CASE NO. 81-07038-G
SUBJECT: RELOCATION OF MAIN STEAM LINE AT NO. 7 BOILER HOUSE

Dear Joe,

It does not appear that any excavation has been done, any pipe laid, or any material brought on site regarding the relocation of the main steam line.

I have had several discussions with plant personnel regarding the impact of the relocation of the main steam line running from the No. 7 Boiler House to the Coke Plant. (Please see attached memorandum from Earl Price, Maintenance Foreman and Don Gregg, Plant Manager.) The interruption of the steam supply to the plant is a serious matter and if not properly implemented, could place the plant out of production permanently.

I have prepared some rough estimates of the cost of a steam outage as follows:

Lost Production - Coke & By Products	$ 161,000
Natural Gas (12,000 per day)	72,000
Electrical Power	15,000
Stand By Steam Service	Unknown - ?
New Piping & Related Material	Unknown
Excavation	Unknown

? by Steve Benson
$200,000
5/3/93

Of course, any change in production would have to be coordinated with production schedules at Rouge Steel and the various refineries.

The cost of the above would need to be absorbed by someone other than the Coke Plant. As you know, the Coke Plant has a right to the uninterrupted use of the steam line.

I believe the interruption of the main steam supply to the plant is a major occurrence with potential catastrophic effects if not properly implemented. I suggest a meeting with all involved parties to discuss this matter further.

Very truly yours,

Fred J. Dery, Trustee

Bob Newman Charlie — 9/15/93
I think the main problem in 1986 is that the Coke plant didn't trust Pizzuto... Steve Benson is checking out the cost for "stand-by" steam...

9/15/93
Bob Newman
I told Steve Benson he should get a retainer & contract now from Zaremba... Fred Dery wants a listing of what we will be doing. Sees no problem if funds are available from other sources..

American Electric Power System
OHIO POWER COMPANY

GENERAL OFFICE
301 CLEVELAND AVE., S. W.
P.O. BOX 400
CANTON, OHIO 44701
(216) 456-8173

February 19, 1987

Mr. Lester Wiles
President
King River Limited, Inc.
P.O. Box 3188
New Boston, OH 45662

Dear Mr. Wiles:

On June 30, 1984, your predecessor signed an agreement with Ohio Power Company to allow King River to contact 12 poles with a pilot wire system. This pilot wire system was acquired by King River when they purchased the Portsmouth plant facilities of Empire-Detroit Steel Division of the Cyclops Corporation. The remaining poles of this pilot wire relay system were acquired by New Boston Coke.

Although your company has paid the pole rental bills each year as they were issued, you hae been unable to supply us with adequate liability coverage as stipulated in Paragraphs 16, 17, and 18 of the agreement. To increase the amount of coverage to that which we require would cost your company a considerable amount of money according to Joe Burnside of the Riffe And Bennett Insurance Agency. You stated that if the insurance increase was too great and if your company did not need the pilot wire system, you would remove the system from our poles.

I have been informed that yesterday Mr. Larry Bauer of our Portsmouth Office met with you and reviewed the system. It was decided that you no longer need the system, and you informed Mr. Bauer that you would like to have Ohio Power remove it. However, we must have a letter from you requesting us to remove these facilities. Would you please prepare this letter and forward it to Mr. J. E. Jerge of our Portsmouth Office.

For your reference I am attaching your official copy of the June 30, 1984, agreement between Ohio Power Company and King River Limited, Inc.

After the contacts have been removed from our poles, we will cancel the agreement and future pole rental billing. If you have any questions on this matter, please feel free to give me a call.

Yours truly,

A. J. Shaffer
T&D Administrative Supervisor

AJS:cas
Attachment
cc: L. J. Hedrick
T. Z. Cole
J. E. Jerge
H. W. Horsley - (w/atchmt.)
C. C. Crouse - (w/atchmt.)

THIS AGREEMENT, made this 30th day of June, 1984, by and between OHIO POWER COMPANY, an Ohio corporation, (herein called "Owner") and KING RIVER LIMITED, INC., an Ohio corporation, (herein called "Operator"),

W I T N E S S E T H ,

T H A T :

WHEREAS, Owner operates and maintains an electric distribution system consisting of various pole lines extending in and through the County of Scioto , and

WHEREAS, certain wires and/or other attachments, hereinafter collectively called "attachments", owned by Operator, are attached or are to be attached to certain poles of Owner, more specifically identified in the Pole Attachment Permit signed by authorized representatives of Owner and Operator and attached hereto as part hereof, and

WHEREAS, permission to make additions to or changes in the attachments may be requested from time to time by Operator, and

WHEREAS, Owner is willing to permit Operator on a non-exclusive basis to place and maintain said attachments on said poles to extent hereinafter provided and in accordance with the provisions hereof, and the provisions of Owner's Tariff on file with the Public Utilities Commission of Ohio,

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Scope of Agreement/Applicability of Tariff

This agreement sets forth the terms and conditions under which Owner shall grant to Operator a non-exclusive license to make attachments to Owner's poles. Such non-exclusive license shall be granted by Owner and such attachments shall be undertaken by Operator in accordance with the terms and conditions of this

Agreement and in accordance with the provisions of Owner's Tariff. All references to Owner's "Tariff" in this Agreement shall mean Owner's Tariff P.A. (Pole Attachment) of its Tariffs, Terms and Conditions of Service, PUCO No. 15, filed with the Public Utilities Commission of Ohio and to all ammendents thereto and successive issues thereof.

2. Rates and Charges

In addition to any and all payments to be paid by Operator to Owner under the provisions of this Agreement, Operator agrees to pay to Owner all fees, rates and charges as set forth in Owner's Tariff, to the extent such rates, charges or fees are not specifically set forth herein.

3. Billings and Payment

Operator shall be billed by Owner for all rates, fees and charges rendered under the provisions of this Agreement and by Owner's Tariff in accordance with the provisions of Owner's Tariff, and Operator agrees to pay to Owner such rates, fees and charges at the time and in the manner set forth in Owner's Tariff.

4. Poles Subject to Agreement; Non-Exclusive License

In accordance with the terms and conditions of this Agreement, Owner grants to Operator a non-exclusive license to use such poles of Owner as may be used or reserved for use by Operator at the date hereof and any other poles of Owner when brought hereunder in accordance with the procedure hereinafter provided, in the geographic area specified above. Owner shall have the right to grant, by agreement or otherwise to others not parties of this Agreement, rights or privileges to use any poles covered by this Agreement, and Owner shall have the right to continue and extend any such rights or privileges heretofore granted. The attachment privileges granted hereunder shall at all times be subject to such agreements with other parties. All poles covered by this Agreement shall be and remain the property of Owner regardless of any payment by Operator toward their cost and Operator shall, except for the rights provided in this Agreement, acquire no right, title or interest in or to any such pole.

5. Pole Attachment Permit

The Pole Attachment Permit attached to and made a part of this Agreement as of the date of said permit shall cover all poles of Owner jointly used by Operator on such date. If Operator desires to make additional attachments to any pole of Owner, it shall make written application therefor. Owner shall have the sole right to determine the availability of space on such pole for use by Operator and shall be under no obligation to grant permission for its use by Operator, except that such permission shall not be unreasonably withheld. If such permission is granted,

Operator shall have the right to use such pole in accordance with the terms of this Agreement, and a new permit covering the entire joint use hereunder shall be substituted for the prior permit. Should Operator desire to change or eliminate its attachments on any pole of Owner, it shall notify Owner of such change or elimination and a new permit shall be substituted for the prior permit.

6. Standards For Installation

All attachments and associated equipment of Operator shall be installed in a manner satisfactory to Owner and so as not to interfere with the present or any future use which Owner may desire to make of its poles. All such attachments and equipment shall be installed and at all times maintained by Operator so as to comply at least with the minimum requirements of the National Electrical Safety Code and any other applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction thereover. Operator shall take any necessary precautions by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Operator's attachments on Owner's poles. Owner shall be the sole judge as to the requirements for the present or future use of its poles and equipment and of any interference therewith.

7. Installation Of New Poles

In any case where Operator proposes to install attachments on a pole to be erected by Owner in a new location, and in Owner's judgment, to provide adequate space or strength to accomodate such attachments (either at the request of Operator or to comply with the aforesaid codes and regulations) such pole must be taller and/or stronger than would be necessary to accomodate the facilities of Owner and of other persons who have previously indicated that they desire to make attachments on such pole, or with whom Owner has an agreement providing for joint or shared ownership of poles, the cost of such extra height and/or strength shall be paid to Owner by Operator. Such cost shall be the difference between the cost in place of the new pole and the current cost in place of a pole considered by Owner to be adequate for the facilities of Owner and the attachments of such other persons.

8. Pole Replacement

Where in Owner's judgment a new pole must be erected to replace an extisting pole solely to adequately provide for Operator's proposed attachments, Operator agrees to pay Owner the cost of extra height or strength as provided in Section 7 above, and a sum equal to the then value in place of the pole which is replaced, plus the cost of removal of the in place pole, minus the salvage value of the removed pole. In the event that subsequent to the installation on any pole of Operator's attachments, Owner requires additional space or strength for its facilities and in Owner's judgment the pole would have sufficient

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size or strength for such facilities in the absence of Operator's attachments, then Owner shall replace such pole and Operator shall pay to Owner the amounts provided for in the preceding sentence. If a third party on the pole has previously loaned a portion of their space to the Operator, so the Operator may attach to the pole without a premature pole replacement, and then the third party later requires their full space, the Operator shall have the option of either removing its attachments or reimbursing Owner in a manner consistent with the first sentence of this section. In all cases, Operator shall also pay to Owner and to any other owner of existing attachments on the pole the cost of removing each of their respective facilities or attachments from the existing pole and re-establishing the same or like facilities or attachments on the newly installed pole.

9. Rearrangement

If Operator's desired attachments can be accommodated on existing poles of Owner by rearranging facilities of Owner or existing attachments thereon of any other person, or if because of Operator's proposed attachments it is necessary for Owner to rearrange its facilities on any pole not owned by it, then in any such case, Operator shall reimburse Owner and any such other person for the respective expense incurred in making such rearrangement.

10. Guying

Any additional guying required by reason of the attachments of Operator shall be installed by and at the expense of Operator and shall meet requirements of all applicable codes or regulations and if no code or regulation is applicable, or if Owner has established generally applicable guying standards more stringent than code requirements, shall meet Owner's standards. Use of Owner's guys and anchors by Operator is not permitted.

11. Pole Inspection

(a) Owner reserves the right to inspect each new or proposed installation of Operator on Owner's poles. In addition, Owner may make periodic inspections, as conditions may warrant, for the purpose of determining compliance with Sections 6 and 13 hereof, and Operator shall, on demand, reimburse Owner for the expense thereof. Owner's right to make any inspections and any inspection made pursuant to such right shall not relieve Operator of any responsibility, obligation or liability assumed under this Agreement. These inspections are not to be confused with the General Inspection in Section (b) below.

(b) Using the inception year of this Agreement (or the inception year of an assigned, assumed or prior Agreement covering the same area, if applicable) , as the starting year, Owner may conduct a complete field inspection of its poles anytime after the beginning of the fifth year and not more often than every fifth year

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thereafter for the purpose of verifying the number, location and character of all attachments of Operator in the area covered by this Agreement. Owner shall give to Operator at least thirty (30) days' prior notice of such inspection and not less than fourteen (14) days' prior to the scheduled date of such inspection Operator shall advise Owner if Operator desires to make a joint inspection with Owner. Operator shall reimburse Owner for Owner's non-recurring expenses incurred in making such inspection, whether or not Operator elects to participate. Owner shall upon request furnish a summary report of such inspection within a reasonable time after its completion.

12. Unauthorized Attachments

Operator shall make no attachment to or other use of any pole of Owner or any facilities of Owner thereon, except as authorized under Sections 4 and 5. In the event of any such unauthorized attachment or use (contacted without approved written permission), whether discovered during a general inspection under Section 11 (b) or otherwise, Operator shall be liable to Owner for the initial contact fee, as specified in the Tariff, plus annual charges, as specified in the applicable Tariffs, for each such unauthorized attachment or use, for a period of five (5) years preceding the discovery thereof by Owner.

13. Interference or Hazard

Whenever Owner notifies Operator in writing or orally, with written confirmation, that in Owner's judgment the attachments of Operator on any poles of Owner interfere with the use of such poles, the operation of equipment, or constitute a hazard to the service rendered, by Owner or any other persons licensed by Owner to use such poles, or are dangerous to employees of Owner or of such other persons or the public, or otherwise fail to comply with applicable codes or regulations, Operator shall immediately remove, rearrange or change its attachments as directed by Owner. In the case of any such hazard or danger, such period shall not exceed ten (10) days from receipt of the first such notice. If the use of a different pole is thereby made necessary, application for its use shall be promptly made, and if in Owner's judgment a new or replacement pole is required, payment respecting such pole shall be made as provided in this Agreement. In case of a hazardous condition or other emergency which in Owner's judgment requires Owner to immediately remove or relocate the attachments of Operator, Owner reserves the right, at Operator's expense, without prior notice and with no liability therefor to remove or relocate such attachments as required.

14. Relocation of Poles

Owner reserves the right, without liability to Operator or its subscribers, to discontinue the use of, remove, replace or change the location of any or all of its poles regardless of any occupancy

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of Owner's poles by Operator. In the event of any such discontinuance, removal, replacement or change, not specifically provided for elsewhere in this Agreement, Operator shall, at its sole cost and within such time period as Owner may request, which shall not be less than ten (10) days after written notice by Owner, make such changes in, remove, or transfer such of its attachments as may be necessary.

15. Abandonment of Poles

If Owner abandons the use of any pole hereunder and Operator wishes to purchase the pole and Owner is in agreement with said purchase, Operator, upon the receipt of a proper Bill of Sale from Owner and the payment of the then value in place of the pole to Owner, shall become the Owner of said pole and shall be solely responsible for any and all liability, cost or expense arising thereafter out of the location, use or condition of said pole. Operator may at any time abandon the use of a pole hereunder by removing therefrom all of its attachments and by giving written notice thereof to Owner.

16. Indemnity

Operator hereby releases Owner from any and all liability for loss of or damage to the attachments of Operator and for any interruption to or failure of the service rendered by Operator in which such attachments are used, and Operator hereby agrees to indemnify, hold harmless, and defend Owner from and against any and all loss, damage, cost or expense which Owner may suffer or for which Owner may be held liable because of interruption of Operator's, its subscribers', or others' service, or by reason of bodily injury, including death, to any person, or damage to or destruction of any property, including loss of use thereof, arising out of or in any manner connected with the attachment, operation, and maintenance of the facilities of Operator on the poles of Owner under this Agreement, whether or not due in whole or in part to any act, omission or negligence of Owner or any of its representatives or employees (except insofar as such indemnity arising out of such injury or damage caused by the negligence of Owner or such representatives or employees may be found to be contrary to law, in which case this agreement of indemnity shall in all other respects be and remain effective and binding.)

17. Insurance

Operator agrees to obtain and maintain at all times policies of insurance as follows:

(a) Comprehensive bodily injury liability insurance for itself in an amount not less than $500,000 for any one occurrence and, in an aggregate amount not less than $1,000,000.

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(b) Comprehensive property damage liability insurance for itself in an amount not less than $500,000 for any one occurrence and, in an aggregate amount not less than $1,000,000.

(c) Contractual liability insurance in an amount not less than the foregoing minimums to cover the liability assumed by the Operator under the agreement of indemnity set forth in Section 16.

18. Certificate of Insurance

Prior to making attachments to Owner's poles, Operator shall furnish to Owner two copies of a certificate, from an insurance carrier licensed to do business in the appropriate state, stating that policies of insurance have been issued by it to Operator providing for the insurance listed above and that such policies are in force. Such certificate shall state that the insurance carriers will give Owner fifteen (15) days' prior written notice of any cancellation of or material change in such policies. If such certificate recites that it is subject to any exceptions contained in the policy or policies of insurance, such exceptions shall be stated in full in said certificate and Owner may at its discretion require Operator to obtain policies of insurance which are not subject to any exceptions which Owner finds in its sole discretion, reasonably exercised, objectionable.

Owner may also in the exercise of such discretion require the use by Operator of the attached Exhibit I, Certificate of Insurance form (additional copies of which are available from Owner), or require any other certificate to quote in full the agreement of indemnity set forth in Section 16 as evidence of the type of contractual liability coverage furnished.

19. Easements

Operator shall secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of attachments of Operator. Owner does not grant, convey nor guarantee any easements, rights-of-way or franchises for the construction and maintenance of said attachments. Operator hereby agrees to indemnify and save harmless Owner from any and all claims, including the expenses incurred by Owner to defend itself against such claims, resulting from or arising out of the failure of Operator to secure such right, license, permit or easement for the construction or maintenance of said attachments on Owner's poles.

20. Default or Non-Compliance

If Operator fails to comply with any of the provisions of this Agreement or defaults in the performance of any of its obligations under this Agreement and fails within thirty (30) days, after written notice from Owner to correct such default or non-compliance, Owner may, at its option forthwith take any one or more of the

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following actions: terminate the specific permit or permits covering the poles to which such default or non-compliance is applicable; remove, relocate or rearrange attachments of Operator to which such default or non-compliance relates, all at Operator's expense; decline to permit additional attachments hereunder until such default is cured; or in the event of any failure to pay any of the charges, fees or amounts provided in the Tariff or this Agreement, or any other substantial default, or of repeated defaults, terminate this Agreement. No liability shall be incurred by Owner because of any or all such actions. The remedies provided herein are cumulative and in addition to any other remedies available to Owner under this Agreement or otherwise.

21. Prior Agreements

This Agreement terminates and supersedes any prior agreement, license or joint use affecting Owner's poles and Operator's attachments covered hereby as of the date hereof, but such termination shall not reduce or eliminate the obligation of Operator to make payment of any amounts due to Owner under any prior agreement.

22. Sale of Operator's Facilities

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and Operator shall not assign, transfer, or sublet any of the rights hereby granted. However, if Operator wishes to sell all of its facilities covered by this Agreement to a third party, said third party shall enter into a new agreement with Owner and Operator's Agreement will become null and void on the date of the third party's new agreement. Operator shall remain liable for all provisions of this Agreement until said third party has entered into a new Agreement with Owner.

23. Performance Waiver

Neither party shall be considered in default in the performance of its obligations herein, or any of them, to the extent that performance is delayed or prevented due to causes beyond the control of said party, including but not limited to, Acts of God or the public enemy, war, revolution, civil commotion, blockade or embargo, acts of government, any law, order, proclamation, regualtion, ordinance, demand, or requirement of any government, fires, explosions, cyclones, floods, unavoidable casualties, quarantine, restrictions, strikes, labor disputes, lockouts, and other causes beyond the reasonable control of either of the parties.

24. Miscellaneous

No variation of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and

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signed by duly authorized representatives of the parties. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to Owner shall impair or affect Owner's right thereafter to exercise the same.

25. Invalidity

If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable under any laws, rules or regulations of any governmental body or agency having jurisdiction thereof, any such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated herein.

26. Term of Agreement

Except as otherwise provided under Section 20 of this Agreement, the term of this Agreement shall be governed by the provisions of Owner's Tariff applicable thereto, including provisions, if any, for notice of termination.

27. Execution

This Agreement may be executed in two counterparts each of which so executed shall be deemed to be an original.

28. Headings

Headings used in this Agreement are inserted only for the convenience of the parties and shall not affect the interpretation or construction of this Agreement.

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

KING RIVER LIMITED, INC.	OHIO POWER COMPANY
(Operator)	(Owner)
By: _____	By: C. A. Hellbrigel
President	President

AK000257

POLE ATTACHMENT PERMIT

No. 1

Date June 30, 1984

Supersedes Permit No. - - - Date - - - - -

The undersigned Operator hereby applies to Owner for a license and permission to place and/or maintain the attachments described in the following table on the poles of Owner therein identified.

TABLE DESCRIBING ATTACHMENTS AND POLES COVERED BY THIS PERMIT

Pole Number	Height And Class	Location	Number and Kind of Attachments
854D2/315	70/1	Millbrook Park, New Boston	Pilot Wire 2-D. Guys*
854D2/316	70/1	"	Pilot Wire
854D2/317	75/1	"	"
854D2/320	85/2	Northeast of Center St.,N.B.	"
854D2/306	60/2	"	"
854D2/307	75/2	Stanton Ave., New Boston	"
854D2/321	85/1	"	2-Span Guys,Pilot Wire
854D2/322	50/2	"	1-Span Guy, 1-D. Guy*
854D2/326	45/3	Northwest of Stanton Ave.,N.B.	"
854D2/323	70/2	Alley Southeast of Stanton Avenue, New Boston	Pilot Wire, 2-D. Guys*
854D2/324	70/2	"	Pilot Wire
854D2/400	40/4	Millbrook Park, New Boston	1-Span Guy, Pilot Wire

*Joint use on Ohio Power Co. anchors

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Said attachments are to be placed and/or maintained on the said poles in the manner and under the conditions set forth in the attached Agreement dated June 30, 1984, between Operator and Owner.

KING RIVER LIMITED, INC.
(Operator)

By: _____
President

Owner does hereby grant the License and permission above applied for upon the terms and conditions specified in said Agreement.

OHIO POWER COMPANY
(Owner)

By: _____
Division Superintendent

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EXHIBIT I

OHIO POWER COMPANY
CERTIFICATE OF INSURANCE

This certificate is to be completed and returned to: OHIO POWER COMPANY (HEREIN CALLED OWNER)
301 CLEVELAND AVE. S.W.
P.O. BOX 400
CANTON, OHIO 44701

NAME OF INSURED (OPERATOR)

ADDRESS CITY STATE

Note: Covering in accordance with the terms of the policies listed below, all operations performed by the Insured under contracts (including amendments and supplements) with owner.

X * TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	INSURANCE COMPANY	LIMITS OF LIABILITY (000 Omitted)
( ) COMPREHENSIVE GENERAL LIABILITY BODILY INJURY.					Each Occurence Aggregate
( ) COMPREHENSIVE GENERAL LIABILITY PROPERTY DAMAGE.					Each Occurrence Aggregate
( ) CONTRACTUAL LIABILITY BODILY INJURY **					Each Occurence Aggregate
( ) CONTRACTUAL LIABILITY PROPERTY DAMAGE **					Each Occurrence Aggregate
( ) OTHER (Describe)					

* Insurance afforded where indicated by 'X'.

**Contractual Liability Insurance covers the following provision of Insureds' contract with owner:

Operator hereby releases Owner from any and all liability for loss of or damage to the attachments of Operator and for any interruption to or failure of the service rendered by Operator in which such attachments are used, and Operator hereby agrees to indemnify, hold harmless, and defend Owner from and against any and all loss, damage, cost or expense which Owner may suffer or for which Owner may be held liable because of interruption of Operator's, its subscribers' or others' service, or by reason of bodily injury, including death, to any person, or damage to or destruction of any property, including loss of use thereof, arising out of or in any manner connected with the attachment, operation, and maintenance of the facilities of Operator on the poles of Owner under this Agreement, whether or not due in whole or in part to any act, omission or negligence of Owner or any of its representatives or employees (except insofar as such indemnity arising out of such injury or damage caused by the negligence of Owner or such representatives or employees may be found to be contrary to law, in which case this agreement of indemnity shall in all other respects be and remain effective and binding).

THIS IS TO CERTIFY THAT:

1. Policies of insurance described above have been issued to the above named insured and are in force; and
2. If any such policy is cancelled or changed so as to affect the coverage evidenced by this Certificate, at lease 15 days prior written notice of such cancellation or change will be sent to OHIO POWER COMPANY, at the above address.

Dated this _____ day of _____, 19 ____ at _____ CITY, _____ STATE

NAME OF AGENT OR BROKER TELEPHONE NUMBER OF AGENT OR BROKER

ADDRESS OF AGENT OR BROKER CITY STATE

AUTHORIZED REPRESENTATIVE _____

AK000260

NEW BOSTON COKE CORPORATION
COMMENTS ON INFORMATION USED IN PREPARATION
OF ANNUAL PLAN OF OPERATION

I. A. Market Conditions

As previously reported by this Trustee Market Conditions are severely depressed in the Steel Industry and in the related By-Product Markets. In the projections included in the Trustee's Disclosure Statement filed in the U.S. Bankruptcy Court in Detroit, Michigan on April 29, 1985 this Trustee was projecting revenues for 1988 of $14,274,055.00. Based on current Market Conditions it appears that revenues will be in the area of $10,682,515.00. This is a loss of revenues of $3,591,540.00 or 25 percent (25%). This loss in revenues has been offset substantially by additional labor concession made by salaried and hourly plant personnel. The attached projections are prepared on concessions that have been negotiated. A copy of the Concession Agreement is attached to this report. Revenues have been computed by using the current price in the Purchase Order with Rouge Steel and current market prices for by-products.

B. Environmental Compliance Programs

The Disclosure Statement and Creditor Plan filed by this Trustee and approved by the U.S. Bankruptcy Court in Detroit, Michigan included the implementation of a program of overall environmental compliance. Central to this Trustee's program of Environmental Compliance is the installation of a Thermal Oxidation Plant costing $2,600,000. As reported in several prior Trustee's Reports the installation of this Plant has been delayed because the State of Ohio has not issued the necessary permit to move forward with this program. This Trustee has been involved in numerous meetings, discussions, etc. with the Environmental Authorities and all other involved persons to move forward with this Program. It appears at the present time that the State of Ohio may issue the required permit some time during 1988. If this is done arrangements will have to be made to go forward with this program. At present the projections for 1988 include $250,000.00 for engineering work on the thermal oxidizer. No construction costs have been included in the attached projections because at the present time it is impossible to determine with any amount of certainty (i) if the state will issue the permit (ii) the exact amount of cost of the project (iii) how the project will be funded.

Exhibit II

NEW BOSTON COKE CORPORATION
1988 ANNUAL PLAN OF OPERATION - ACCRUAL BASIS

	QUARTER ENDED				
	03/31/88	06/30/88	09/30/88	12/31/88	Total
SALES	$2,656,035	$2,656,035	$2,685,222	$2,685,223	$10,682,515
OPERATING COSTS					
Labor	1,600,744	1,600,744	1,618,335	1,618,334	6,438,157
Energy	154,800	154,800	156,500	156,500	622,60
Other Plant Costs	343,350	343,350	347,125	347,125	1,380,950
Insurance and Taxes	106,230	106,230	107,395	107,395	427,250
Pension Expense	153,480	153,480	155,170	155,170	617,300
Environmental Compliance	62,160	62,160	62,840	62,840	250,000
Depreciation Expense	167,980	167,980	169,820	169,820	675,600
Total Operating Cost	2,588,744	2,588,744	2,617,185	2,617,184	10,411,857
Gross Profit (loss)	5,131	5,131	5,197	5,199	20,658
GENERAL AND ADMINISTRATIVE					
Chief Operating Officer	29,100	29,100	29,417	29,417	117,034
Legal and Professional	24,310	24,310	24,573	24,573	97,766
Other	54,080	54,080	54,670	54,670	217,500
TAXABLE INCOME (LOSS)	(102,359)	(102,359)	(103,463)	(103,461)	(411,64
LESS PAYMENTS TO PROFIT SHARING	-0-	-0-	-0-	-0-	-0-
FEDERAL INCOME TAX	-0-	-0-	-0-	-0-	-0-
NET INCOME (LOSS)	$ (102,359)	$ (102,359)	$ (103,463)	$ (103,461)	$ (411,642)

Exhibit III

NEW BOSTON COKE CORPORATION
1988 ANNUAL PLAN OF OPERATION - CASH BASIS

	QUARTER ENDED				
	03/31/88	06/30/88	09/30/88	12/31/88	Total
RECEIPTS	$2,656,035	$2,656,035	$2,685,222	$2,685,223	$10,682,515
OPERATING COSTS					
Labor	1,600,745	1,600,745	1,618,333	1,618,334	6,438,157
Energy	155,650	155,650	155,650	155,650	622,600
Other Plant Costs	339,840	350,511	336,240	354,359	1,380,950
Insurance and Taxes	38,450	258,450	94,350	58,400	449,650
Pension Expense	0	0	935,100	0	935,100
Environmental Compliance	62,160	62,160	62,840	62,840	250,000
Total Operating Cost	2,196,845	2,427,516	3,202,513	2,249,583	10,076,457
Gross Profit (loss)	459,190	228,519	(517,291)	435,640	606,058
GENERAL AND ADMINISTRATIVE					
Chief Operating Officer	29,100	29,100	29,417	29,417	117,034
Legal and Professional	24,310	24,310	24,573	24,573	97,766
Other	54,080	54,080	54,670	54,670	217,500
Payments to Creditors	11,549	15,031	0	0	26,58[illegible]
Payments to Profit Sharing	0	0	0	0	[illegible]
Total Cash Requirement	119,039	122,521	108,660	108,660	458,880
Cash Flow from Operations	340,151	105,998	625,951	326,980	147,178
Beginning Cash on Hand	26,580	366,731	472,729	(153,222)	26,580
Ending Cash on Hand	$ 366,731	$ 472,729	$ (153,222)	$ 173,758	$ 173,758

CONCESSION AGREEMENT
between
NEW BOSTON COKE CORPORATION
and
UNITED STEELWORKERS OF AMERICA

Effective January 1, 1988

PREAMBLE

This Concession Agreement dated January 1, 1988, is between New Boston Coke Corporation (hereinafter referred to as Corporation) and the United Steelworkers of America (hereinafter referred to as Union).

The Union makes this Concession Agreement by virtue of its capacity as exclusive collective bargaining representative for all hourly employees covered by the Agreement between the Corporation and Union, dated February 9, 1984, and the provisions contained herein, which amends and overrides similar or like provisions in the February 9, 1984, Agreement.

Based on the best financial projections that can be made at this time, the Concession Agreement will enable the Corporation to fund the Hourly and Salary Pension Plans in 1988 as required by the I.R.S. and also will enable the Corporation to maintain the Program of Insurance Benefits at current coverage levels for active and retired employees during 1988.

The Concession Agreement is necessary to prevent liquidation of the Corporation.

CONCESSION AGREEMENT

I. Wage Rates

(A) The wage rates (hourly) for Non-Incentive jobs (Appendix A) scheduled effective January 1, 1988, will not be initiated. The wage rates for 1988 will be the rates for each job class effective January 1, 1986.

(B) The wage rates for Incentive jobs Hourly Additive (Appendix A-1) scheduled effective January 1, 1988, will not be initiated. The wage rates for 1988 will be the rates for each job class effective January 1, 1986.

(C) Beginning January 1, 1988, employees gross weekly wage will be reduced by twenty (20) percent.

II. There will be no vacations with pay during the calendar year 1988. Each hourly rated employee on the payroll during 1988 will forego eligibility to all vacations, the provisions of Section Seven - Article A of the 1984 Labor Agreement.

III. For the calendar year 1988, there will be but one (1) paid holiday - Christmas Day.

IV. The Supplemental Unemployment Benefit Plan will not be initiated. However, in the event the Rouge Steel Corporation contract is cancelled during 1988, and it is apparent the Corporation will be faced into liquidation, all available monies accumulated in the S.U.B. fund will immediately be disbursed and distributed to bargaining unit employees, in accordance with terms of the S.U.B. Agreement.

H. D. Fuller, Plant Manager
New Boston Coke Corporation

Confirmed
W. W. Ward, Staff Representative
United Steelworkers of America

Confirmed
United Steelworkers of America
Local Union 2116

New Boston Coke Corp.
600 River Ave. • P. O. Box 3128 • New Boston, Ohio 45662

December 10, 1987

Mr. W. W. Ward, Staff Representative
United Steelworkers of America
418 Eighth Street
Huntington, West Virginia 25701

Dear Mr. Ward:

Pursuant to an understanding reached by the parties relative to the negotiated Concession Agreement dated January 1, 1988, the following changes in the basic Labor Agreement are hereby agreed to:

I. Delete the words "a subsidiary of McLouth Steel Corporation" from the Preamble - page one (1).

II. Add to Section three (3) D - page 8 - the following:
5. "A representative of the Local Union will be present during pre-employment interviews of new employees."

III. Section 8, pg. 39 - Sub Section A (6)
Change sixty (60) days to fourteen (14) days.

IV. Section 8, pg. 47 - Sub Section D (2)
Delete D. "Twenty-first turn coverage on continuous operations."

V. Section 8, pg. 48 - Sub Section F (1)
Change language regarding Military Encampment Allowance to read as follows:

1. Military Encampment Allowance
An employee with one or more years of continuous service, who is required to attend an encampment of the Reserve of the Armed Forces or the National Guard, shall be paid for a period not to exceed ten (10) scheduled work days in any calendar year (including a day of travel) for actual days served in the encampment, the difference between the "amount" paid by the Government (not including travel,

subsistence, and quarters allowance) and the amount paid by the Corporation in accordance with the following formula.

a. Determine the number of days such employee would have worked had he not been attending such encampment during such two (2) weeks (up to ten (10) days maximum which would include any holiday he would not have worked).

b. "Amount Paid by the Government":

(1) Determine a daily amount paid by the Government (not including travel, subsistence, and quarters allowance). Divide earnings by number of days required to be at encampment.

(2) Multiplying the daily amount paid in (b,1) by the number of days in (a) will equal the "amount paid by the Government."

c. "Amount Paid by the Corporation":

(1) A daily amount to be paid by the Corporation shall be eight (8) times the employee's average straight-time hourly rate of earnings (including applicable incentive earnings but excluding shift differentials and Sunday and overtime premiums) during the last payroll period worked prior to the encampment.

(2) Multiplying the daily amount paid in (c,1) by the number of days in (a) will equal the "amount paid by the Corporation."

d. Amount of Allowance

(1) Subtract as follows:

Amount paid by Corporation	$X.XX
Amount paid by Government	X.XX
Amount of Allowance Due	$X.XX

If the amount of allowance is zero or less, no allowance is due.

In addition, if the period of such encampment exceeds two (2) weeks in any calendar year, the period on which such pay shall be based shall be the first two (2) weeks the employee would have worked during such period.

VI. Section 8, pag. 52 - Sub Section (K)
No. 9 (c) - Delete Brickmason Department

VII. Section 9, pg. 54 - Sub Section (B)
(No. 2-B) - Change 10 to 5
(No. 2-C) - Change 15 to 10

VIII. Section 12, pg. 68 - Sub Section (F)
(No. 2) - Delete Brickmason

IX. Section 19, page 77
Change termination date from January 1, 1989 to January 1, 1994.

X. Delete the following:

A. Pg. 88 - Memorandum of Understanding on Miscellaneous Matters.

B. Pg. 101 & 102 - Letter to Roby Fraley regarding rate retention program.

C. Pg. 103 - Letter to Roby Fraley regarding list of 227 employees assumed by New Boston Coke Corporation.

D. Pg. 104 - Letter to Roby Fraley regarding Concent Decree.

E. Pg. 105 - Delete language regarding the positions of Bricklayer, Bricklayer Helper, and Instrument Repairman. Retain language regarding the position of Industrial Nurse.

F. Pg. 106 - Delete language regarding installation of ventilating and cooling system. Retain language regarding payroll checks.

Very truly yours,

H. D. Fuller
Plant Manager

HDF/jk

xc: R. D. Whisman

Confirmed
W. W. Ward, Staff Representative
United Steelworkers of America

Confirmed:

AK000269

New Boston Coke Corp.
600 River Ave. • P. O. Box 3128 • New Boston, Ohio 45662

December 10, 1987

Mr. W. W. Ward, Staff Representative
United Steelworkers of America
418 Eighth Street
Huntington, West Virginia 25701

Dear Mr. Ward:

This is to confirm an agreement of understanding by the Corporation and Union regarding miscellaneous matters related to the 1988 Concession Agreement.

(a) Any violation by the Corporation related to the Concession Agreement and supplemental Letters of Understanding will be submitted to arbitration only, in the event the issue cannot be resolved by the parties. Furthermore, any arbitration award that sustains a violation by the Corporation related to improper compensation or benefits to Salaried employees, will require a payment of equal compensation or benefit be granted to the Union for distribution in a manner determined by the Union.

(b) The Corporation will not engage or retain outside legal counsel to advise the Corporation or handle any Corporation affairs other than environmental matters subject to the scrutiny and enforcement by the Federal Environmental Act and its enforcement agency.

Should the Corporation seek legal counsel on other matters, approval by a Union Committee would be required prior to retaining such counsel.

(c) The Corporation will not use any Corporation funds to the benefit of Salaried employees, such as; meals, entertainment, social meetings, etc. unless directly related to the plant operations.

(d) A committee designated by the Union will be privileged to reasonable scrutiny of Corporation records and documents which are necessary to assure the Union that the Corporation is complying with terms and conditions of the 1988 Concession Agreement and supplemental letters thereto.

(e) Treatment of Excess Cash on Hand*1 will be calculated in the following manner:

1. At least quarterly, a schedule will be prepared to review the balance of cash to determine whether or not there is a balance of "Excess Cash on Hand" over and above the projected budget that might be available for distribution.

Example

Cash Balance beginning of Period	$X.XX
Plus Cash Receipts for Period	X.XX
Less Disbursements	X.XX
Ending Cash On Hand	$X.XX*

*Amount to be analyzed to determine "Excess Cash on Hand."

2. Any "Excess Cash on Hand" as determined above will be distributed to the Hourly and Salary group as calculated when this Concession Agreement was established as follows:

a. Total Estimated Deficit	$1,359,711.27
Less Increase due to Pensions for Employees Hired after 2/9/84 TO BE FUNDED BY SALARIED EMPLOYEES ONLY	11,000.00
Adjusted Estimated Deficit	$1,348,711.27
b. Estimated Hourly Labor Cost	$4,812,025.00
Estimated Salary Labor Cost	994,434.00
Estimated Total Labor Cost	$5,806,459.00

AK000271

c. $4,812,025 Hrly Labor @ 20% Concession = $ 962,405.00*
$962,405.00 @ .16901 Fringe Cost = 162,656.07
$994,434.00 Sal. Labor @ 20% = 198,886.80*
$208,668.84 @ .12451 Fringe Cost = 24,763.40
$1,348,711.27

*d. Distribution percentage of "Excess Cash on Hand" for each group will be as follows:

Hourly Concessions	$ 962,405.00	=	82.87%
Salary Concessions	198,886.80	=	17.13%
	$1,161,291.80	=	100.00%

*1 - Estimated "Exesss Cash On Hand" is defined as:

a. Money remaining in the Trustee's General Account
b. The Corporation's General Checking Account

Funds not included in "Excess Cash On Hand" are the following:

a. The two Escrow Accounts (Insurance and Taxes)
b. The two Payroll Accounts (Hourly and Salary)
c. Petty Cash Fund ($1,000.00)
d. Money invested for Pension Liability Payments

Very truly yours,

H. D. Fuller
Plant Manager

HDF/jk

xc: R. D. Whisman

Confirmed
W. W. Ward, Staff Representative
United Steelworkers of America

New Boston Coke Corp.

600 River Ave. • P. O. Box 3128 • New Boston, Ohio 45662

December 11, 1987

Mr. W. W. Ward, Staff Representative
United Steelworkers of America
418 Eighth Street
Huntington, West Virginia 25701

Dear Mr. Ward:

Pursuant to an understanding reached by the parties relative to the negotiated Concession Agreement dated January 1, 1988, the following grievances are hereby disposed of and withdrawn from the grievance procedure:

Case #125
Case #152
Case #153
Case #160

The disposition of the aforementioned grievances shall not constitute a precedent which binds either party to an interpretation or established position regarding any Labor Agreement provision. Furthermore, neither party will present or refer to grievances resolved by this document at any step of the grievance procedure for grievances filed after January 1, 1988.

Very truly yours,

H. D. Fuller
Plant Manager

HDF/jk

xc: R. D. Whisman

Confirmed
W. W. Ward, Staff Representative
United Steelworkers of America

New Boston Coke Corp.

600 River Ave. • P. O. Box 3128 • New Boston, Ohio 45662

December 10, 1987

Mr. W. W. Ward, Staff Representative
United Steelworkers of America
418 Eighth Street
Huntington, West Virginia 25701

Dear Mr. Ward:

Due to the fact that vacations have been eliminated during 1988 by the Concession Agreement, it is anticipated that employees, who qualify, will be permitted to take time off, without pay, during 1988. It is agreed that such time off will be granted provided it will not affect plant operations and that requests for time off shall be restricted to full weeks (Sunday through Saturday). There shall not be more than two (2) employees off in any week, in any department with the exception of the Oven Department (3) and the Mechanical Department (3).

Very truly yours,

H. D. Fuller
Plant Manager

HDF/jk

xc: R. D. Whisman

Confirmed
W. W. Ward, Staff Representative
United Steelworkers of America

AK000274

New Boston Coke Corp.

600 River Ave. • P. O. Box 3128 • New Boston, Ohio 45662

December 11, 1987

Mr. W. W. Ward, Staff Representative
United Steelworkers of America
418 Eighth Street
Huntington, West Virginia 25701

Re: Dental and Vision Care

Dear Mr. Ward:

Per our discussion regarding benefits, the Company is investigating the possibility of making available Dental and Vision Care benefits, at no cost to the Company, to employees who are not covered by the above mentioned benefits.

Sincerely,

H. D. Fuller
Plant Manager

HDF/jk

xc: R. D. Whisman

Acknowledged
W. W. Ward, Staff Representative
United Steelworkers of America

New Boston Coke Corp.

600 River Ave. • P. O. Box 3128 • New Boston, Ohio 45662

December 10, 1987

Mr. W. W. Ward, Staff Representative
United Steelworkers of America
418 Eighth Street
Huntington, West Virginia 25701

Re: Salaried Employee Concessions

Dear Mr. Ward:

As a counterpart to the 1988 Concession Agreement between New Boston Coke Corporation and the United Steelworkers of America, the salaried employees of the Corporation will be impacted to a greater degree than the bargaining unit employees for the year 1988 as follows:

A. Wages for all Salaried employees will be reduced by 20.98 percent for the calendar year 1988. All salaries will be based on hours worked per week.

B. Salaried employees will not be granted any paid vacation in 1988.

C. Salaried employees will be allotted but one (1) paid holiday - Christmas Day - during 1988.

D. Salaried employees absent from their normal job responsibilities due to illness or injury for more than three (3) consecutive days must be certified by a physician.

Very truly yours,

H. D. Fuller
Plant Manager

HDF/jk

xc: R. D. Whisman

Confirmed
W. W. Ward, Staff Representative
United Steelworkers of America

AK000276

New Boston Coke Corp.

600 River Ave. • P. O. Box 3128 • New Boston, Ohio 45662

December 10, 1987

Mr. W. W. Ward, Staff Representative
United Steelworkers of America
418 Eighth Street
Huntington, West Virginia 25701

Dear Mr. Ward:

The program of insurance benefits for Hourly employees is modified as follows:

A. Notwithstanding the Letter of Agreement dated February 9, 1984, page 108 of the Labor Agreement, employees with two (2) years of seniority will be eligible for S&A benefits.

B. Employees will be eligible to participate in New Boston Coke Corporation's Pension plan beginning with date hired.

Very truly yours,

H. D. Fuller
Plant Manager

HDF/jk

xc: R. D. Whisman

Confirmed
W. W. Ward, Staff Representative
United Steelworkers of America

New Boston Coke Corp.

600 River Ave. • P. O. Box 3128 • New Boston, Ohio 45662

December 10, 1987

Mr. W. W. Ward, Staff Representative
United Steelworkers of America
418 Eighth Street
Huntington, West Virginia 25701

Dear Mr. Ward:

In recognition of the financial concessions Hourly and Salaried employees of New Boston Coke Corporation assumed in order to enable the Corporation to fund the Hourly and Salaried Pension Plans in 1988, the Corporation as a matter of policy will, in the event either pension plan is terminated during 1988 and the Corporation continues to operate the plant without ERISA approved pension plans, rehire any former employee that so chooses, who retired under 70/80 or rule of 65 retirement and has not reached the age of 62, with the same department and plant seniority status each employee held at retirement.

The program of hospital-medical benefits for eligible pensioners and surviving spouses will remain in force during 1988, without change, in the event the Hourly and Salaried Pension Plans are terminated and the Corporation continues to operate the plant.

Very truly yours,

H. D. Fuller

H. D. Fuller
Plant Manager

HDF/jk

xc: R. D. Whisman

Confirmed
W. W. Ward, Staff Representative
United Steelworkers of America

New Boston Coke Corp.

600 River Ave. • P. O. Box 3128 • New Boston, Ohio 45662

December 7, 1987

Mr. W. W. Ward, Staff Representative
United Steelworkers of America
418 Eighth Street
Huntington, West Virginia 25701

Dear Mr. Ward:

This is to confirm an understanding of the parties related to the 1988 Concession Agreement, whereby the elimination of vacations for the year 1988, under Section Seven of the 1984 Agreement, will not in any way impact on the Special Payment provision of the Hourly or Salaried Pension Plans.

Any employee retiring during 1988 will receive a Special Payment calculated on the basis of 13 weeks or 14 weeks of vacation, if applicable. The calculation will be based on the regular vacation rate applicable in 1987 for 4 or 5 weeks, as the case may be, plus 9 weeks at the 1987 vacation rate, less the cost of living factor.

Very truly yours,

H. D. Fuller

H. D. Fuller
Plant Manager

HDF/jk

xc: R. D. Whisman

W. W. Ward

Confirmed
W. W. Ward, Staff Representative
United Steelworkers of America

New Boston Coke Corp.

600 River Ave. • P. O. Box 3128 • New Boston, Ohio 45662

December 10, 1987

Mr. W. W. Ward, Staff Representative
United Steelworkers of America
418 Eighth Street
Huntington, West Virginia 25701

Dear Mr. Ward:

Beginning January 1, 1989, and at twelve (12) month intervals thereafter, provided that deteriorating business conditions do not dictate otherwise, either party may give notice, as provided for in section nineteen (19) of the Labor Agreement, of its desire to negotiate with respect to wages only. All other provisions of the basic Labor Agreement shall remain in force and shall not terminate earlier than January 1, 1994. If the parties shall not agree with respect to wages by the end of sixty (60) days after giving proper notice, either party may resort to strike or lockout as provided for in Section nineteen (19) of the basic Labor Agreement.

Very truly yours,

H. D. Fuller
Plant Manager

HDF/jk

xc: R. D. Whisman

Confirmed
W. W. Ward, Staff Representative
United Steelworkers of America

New Boston Coke Corp.

600 River Ave. • P. O. Box 3128 • New Boston, Ohio 45662

December 10, 1987

Mr. W. W. Ward, Staff Representative
United Steelworkers of America
418 Eighth Street
Huntington, West Virginia 25701

Dear Mr. Ward:

This letter is to restate and clarify paragraph (a) regarding miscellaneous matters related to the 1988 Concession Agreement and more specifically the penalty clause. Our mutual understanding of paragraph (a) is as follows:

(a) Any violation by the Corporation related to the Concession Agreement and supplemental Letters of Understanding will be submitted to arbitration only, in the event the issue cannot be resolved by the parties. Furthermore, any arbitration award that sustains a violation by the Corporation related to improper compensation or benefits to Salaried employees will require the payment due to the Hourly group as follows:

The dollar amount of the violation determined will be added to the ending Excess Cash On Hand prior to calculation for determining the Hourly group's portion.

This will have the effect of restoring the ending Excess Cash On Hand to the amount that would have been left had the violation not occurred.

Very truly yours,

H. D. Fuller
Plant Manager

HDF/jk

xc: R. D. Whisman

Acknowledged
W. W. Ward, Staff Representative
United Steelworkers of America

RAILROAD EASEMENT

This RAILROAD EASEMENT is granted as of this 29 day of June 1990 by NEW BOSTON INDUSTRIAL CORP., formerly KING RIVER LIMITED, INC., (see Ohio Secretary of State record G0786-0140), an Ohio corporation (hereinafter called "Industrial Corporation") to NEW BOSTON COKE CORPORATION, an Ohio corporation (hereinafter called "Coke Corporation").

WHEREAS, Coke Corporation is the owner of certain real estate situated in the Village of New Boston, Ohio and being more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Coke Corporation Tract"); and

WHEREAS, Industrial Corporation is the owner of certain real estate situated adjacent to the west and north of the Coke Corporation Tract and being more particularly described on Exhibit "B" attached hereto and made a part hereof (hereinafter called the "Industrial Corporation Tract"); and

WHEREAS, both parties are the successor grantees from Cyclops Corporation, the prior owner of both Tracts, in which original grants of railroad easements were created in favor of Coke Corporation; and

WHEREAS, the parties desire to clarify and establish certain easements for railroad purposes over and upon the Industrial Corporation Tract for the benefit of the Coke Corporation Tract to enable the Coke Corporation unlimited access to the Norfolk Southern and Baltimore and Ohio railroad lines parallelling the Tracts of each, and to assure better rail service for the Coke Corporation Tract consistent with the earlier grant from Cyclops and present usage.

NOW THEREFORE, for one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Industrial Corporation does hereby grant unto Coke Corporation, over, upon, across and through the Industrial Corporation Tract for the use of certain railroad tracts and intermediate real estate, all as shown on Exhibit C, a non-exclusive, perpetual easement over Tracks 11, from the aforementioned mainlines to the intersection by Tract 133 extended, and Track 12, and an exclusive, perpetual easement over Tracks 13, 16, 130, 131, 132, 133, 134, 135, 136, 137, and 149, and a non-exclusive, perpetual easement over the real estate generally located between Tracks 130-137, 131, and the southwestern boundary of the Coke

RAILROAD EASEMENT

This RAILROAD EASEMENT is granted as of this 29 day of June 1990 by NEW BOSTON INDUSTRIAL CORP., formerly KING RIVER LIMITED, INC., (see Ohio Secretary of State record C0786-0140), an Ohio corporation (hereinafter called "Industrial Corporation") to NEW BOSTON COKE CORPORATION, an Ohio corporation (hereinafter called "Coke Corporation").

WHEREAS, Coke Corporation is the owner of certain real estate situated in the Village of New Boston, Ohio and being more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Coke Corporation Tract"); and

WHEREAS, Industrial Corporation is the owner of certain real estate situated adjacent to the west and north of the Coke Corporation Tract and being more particularly described on Exhibit "B" attached hereto and made a part hereof (hereinafter called the "Industrial Corporation Tract"); and

WHEREAS, both parties are the successor grantees from Cyclops Corporation, the prior owner of both Tracts, in which original grants of railroad easements were created in favor of Coke Corporation; and

WHEREAS, the parties desire to clarify and establish certain easements for railroad purposes over and upon the Industrial Corporation Tract for the benefit of the Coke Corporation Tract to enable the Coke Corporation unlimited access to the Norfolk Southern and Baltimore and Ohio railroad lines paralleling the Tracts of each, and to assure better rail service for the Coke Corporation Tract consistent with the earlier grant from Cyclops and present usage.

NOW THEREFORE, for one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Industrial Corporation does hereby grant unto Coke Corporation, over, upon, across and through the Industrial Corporation Tract for the use of certain railroad tracts and intermediate real estate, all as shown on Exhibit C, a non-exclusive, perpetual easement over Tracks 11, from the aforementioned mainlines to the intersection by Tract 133 extended, and Track 12, and an exclusive, perpetual easement over Tracks 13, 16, 130, 131, 132, 133, 134, 135, 136, 137, and 149, and a non-exclusive, perpetual easement over the real estate generally located between Tracks 130-137, 131, and the southwestern boundary of the Coke

Corporation Tract, as the same are now located or may be relocated upon the Industrial Corporation Tract, and as more definitely described on Detroit Steel Corporation (Portsmouth Ohio Works), Company General (Maps and Charts) Plant Map, Buildings & Railroads, Drawing No. 35376R (three sheets, as of 11/29/67).

Coke Corporation, by the acceptance hereof, agrees to maintain the subject railroad tracks and related real estate in a state of good condition at all times; provided, however, when Coke Corporation grants to any other party the right to use said tracks, such parties shall promptly reimburse Coke Corporation for their proportionate share of all such maintenance costs based upon the amount of use of the railroad tracks by the respective parties.

Industrial Corporation warrants to Coke Corporation that it owns good and marketable title and fee simple to the Industrial Corporation Tract and that it has the right and authority to grant the easements herein contained.

Industrial Corporation agrees to obtain recordable subordinations or consents as and where appropriate from the holders of any and all mortgages or other liens affecting the Industrial Corporation Tract.

The easement and rights herein granted shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Industrial Corporation has executed this Railroad Easement as of the day and year first above written.

Signed and acknowledged in the presence of:

NEW BOSTON INDUSTRIAL CORPORATION
an Ohio corporation

By: _____

STATE OF OHIO,
COUNTY OF Scioto, SS:

The foregoing instrument was acknowledged before me this 29th day of June, 1990, by John Pizzuto, President of New Boston Industrial Corporation, an Ohio corporation, on behalf of the corporation.

_____
Notary Public
STEPHEN B GOODSON
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES 9-29-95

THIS INSTRUMENT PREPARED BY:

J. Jeffrey McNealey, Esq.
Porter, Wright, Morris & Arthur
41 South High Street
Columbus, Ohio 43215

AK000284

Corporation Tract, as the same are now located or may be relocated upon the Industrial Corporation Tract, and as more definitely described on Detroit Steel Corporation (Portsmouth Ohio Works), Company General (Maps and Charts) Plant Map, Buildings & Railroads, Drawing No. 35376R (three sheets, as of 11/29/67).

Coke Corporation, by the acceptance hereof, agrees to maintain the subject railroad tracks and related real estate in a state of good condition at all times; provided, however, when Coke Corporation grants to any other party the right to use said tracks, such parties shall promptly reimburse Coke Corporation for their proportionate share of all such maintenance costs based upon the amount of use of the railroad tracks by the respective parties.

Industrial Corporation warrants to Coke Corporation that it owns good and marketable title and fee simple to the Industrial Corporation Tract and that it has the right and authority to grant the easements herein contained.

Industrial Corporation agrees to obtain recordable subordinations or consents as and where appropriate from the holders of any and all mortgages or other liens affecting the Industrial Corporation Tract.

The easement and rights herein granted shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Industrial Corporation has executed this Railroad Easement as of the day and year first above written.

Signed and acknowledged in the presence of:

NEW BOSTON INDUSTRIAL CORPORATION
an Ohio corporation

By: _____

STATE OF OHIO,
COUNTY OF Scioto, SS:

The foregoing instrument was acknowledged before me this 29th day of June, 1990, by John Pizzuto, President of New Boston Industrial Corporation, an Ohio corporation, on behalf of the corporation.

_____
Notary Public
STEPHEN B GOODSON
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES 5-29-95

THIS INSTRUMENT PREPARED BY:

J. Jeffrey McNealey, Esq.
Porter, Wright, Morris & Arthur
41 South High Street
Columbus, Ohio 43215

AK000285

EXHIBIT "B"

552

VOL 801 PAGE 552

This Conveyance has been examined and the Grantor has complied with section 319.202 of the Revised Code.

FEE $ 2,132.00

EXEMPT

DOROTHY K. DEEMER, County Auditor

Transferred 11-15-17

DEED

KNOW ALL MEN BY THESE PRESENTS THAT, Cyclops Corporation, a Delaware corporation, (f.k.a. M.S.L. Acquisition Corporation, by change of corporate name, now Cyclops Corporation) whose address is 650 Washington Road, Pittsburgh, Pennsylvania 15228 (the Grantor), who claims title by or through an instrument recorded in Scioto County, Ohio, Deed Volume 798 at Page 422, et seq., in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged of King River Limited, Inc., whose address is Post Office Box 3188, New Boston, Ohio 45662 (the Grantee), does hereby grant, with general warranty covenants, to the said Grantee, the following described real estate, situated in the Village of New Boston, Scioto County, Ohio, to-wit:

Situate in Sections 11 and 12, Township 1 North, Range 21 West, Village of New Boston, Scioto County, Ohio, and being the remainder of Tract Number 1 (129.058 acres) and Tract Number 2 (0.338 acres) in a deed from John Knauff, Sheriff (American Buckeye Development Company) to Cyclops Corporation dated June 8, 1982, and recorded in Volume 753, Page 501 of the Scioto County Deed Records, and being more particularly bounded and described as follows:

Beginning at the intersection of the Southerly right-of-way line of Grace Street and the Easterly right-of-way line of West Avenue,

thence, along said right-of-way line of West Avenue, North 22° 57' 57" West (North 22° 53' 23" West by deed), a distance of 16.41 feet to a railroad spike (found June 16, 1986),

thence, parallel with said right-of-way line of Grace Street and 16.00 feet therefrom at right angles, North 54° 11' 17" East, a distance of 1,960.73 feet (North 54° 12' 19" East, 1,960.58 feet by deed) to a railroad spike (set July 11, 1986) on the Easterly right-of-way line of Vine Street,

thence, along said right-of-way line of Vine Street, North 37° 54' 35" West (North 37° 53' 35" West by deed), a distance of 149.24 feet to an iron pin (found June 16, 1986) at a corner to a 0.534 acre tract conveyed from Cyclops Corporation to Village of New Boston as recorded in Volume 223, Page 756 of the Scioto County Deed Records,

thence, along the lines of said 0.534 acre tract with the following four calls;

1) North 52° 07' 14" East (North 52° 08' 15" East by deed), a distance of 76.00 feet to a railroad spike (set July 11, 1986),

2) South 37° 54' 35" East (South 37° 53' 35" East by deed), a distance of 48.00 feet to a "x" chiseled in concrete (to be set),

942

AK000286

EXHIBIT "B"

552

VOL 801 PAGE 552

This Conveyance has been examined and the Grantor has complied with section 319.202 of the Revised Code.

FEE $ 4,450.00

EXEMPT

DOROTHY R. DEEMER, County Auditor

DEED

KNOW ALL MEN BY THESE PRESENTS THAT, Cyclops Corporation, a Delaware corporation, (f.k.a. M.S.L. Acquisition Corporation, by change of corporate name, now Cyclops Corporation) whose address is 650 Washington Road, Pittsburgh, Pennsylvania 15228 (the Grantor), who claims title by or through an instrument recorded in Scioto County, Ohio, Deed Volume 798 at Page 422, et seq., in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged of King River Limited, Inc., whose address is Post Office Box 3188, New Boston, Ohio 45662 (the Grantee), does hereby grant, with general warranty covenants, to the said Grantee, the following described real estate, situated in the Village of New Boston, Scioto County, Ohio, to-wit:

Situate in Sections 11 and 12, Township 1 North, Range 21 West, Village of New Boston, Scioto County, Ohio, and being the remainder of Tract Number 1 (129.058 acres) and Tract Number 2 (0.338 acres) in a deed from John Knauff, Sheriff (American Buckeye Development Company) to Cyclops Corporation dated June 8, 1982, and recorded in Volume 753, Page 501 of the Scioto County Deed Records, and being more particularly bounded and described as follows:

Beginning at the intersection of the Southerly right-of-way line of Grace Street and the Easterly right-of-way line of West Avenue,

thence, along said right-of-way line of West Avenue, North 22° 57' 57" West (North 22° 53' 23" West by deed), a distance of 16.41 feet to a railroad spike (found June 16, 1986),

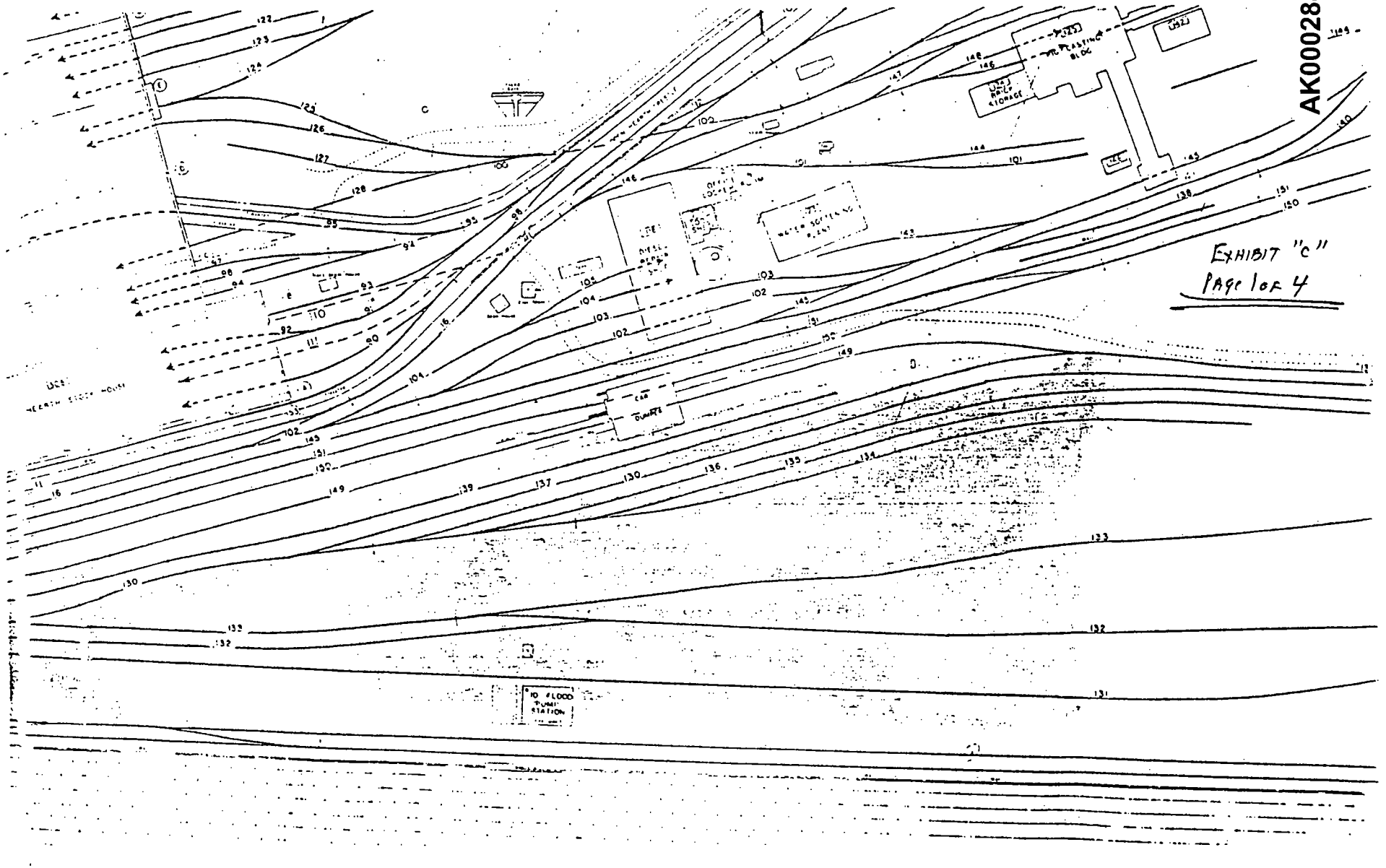
thence, parallel with said right-of-way line of Grace Street and 16.00 feet therefrom at right angles, North 54° 11' 17" East, a distance of 1,960.73 feet (North 54° 12' 19" East, 1,960.58 feet by deed) to a railroad spike (set July 11, 1986) on the Easterly right-of-way line of Vine Street,

thence, along said right-of-way line of Vine Street, North 37° 54' 35" West (North 37° 53' 35" West by deed), a distance of 149.24 feet to an iron pin (found June 16, 1986) at a corner to a 0.534 acre tract conveyed from Cyclops Corporation to Village of New Boston as recorded in Volume 223, Page 756 of the Scioto County Deed Records,

thence, along the lines of said 0.534 acre tract with the following four calls;

1) North 52° 07' 14" East (North 52° 08' 15" East by deed), a distance of 76.00 feet to a railroad spike (set July 11, 1986),

2) South 37° 54' 35" East (South 37° 53' 35" East by deed), a distance of 48.00 feet to a "x" chiseled in concrete (to be set),



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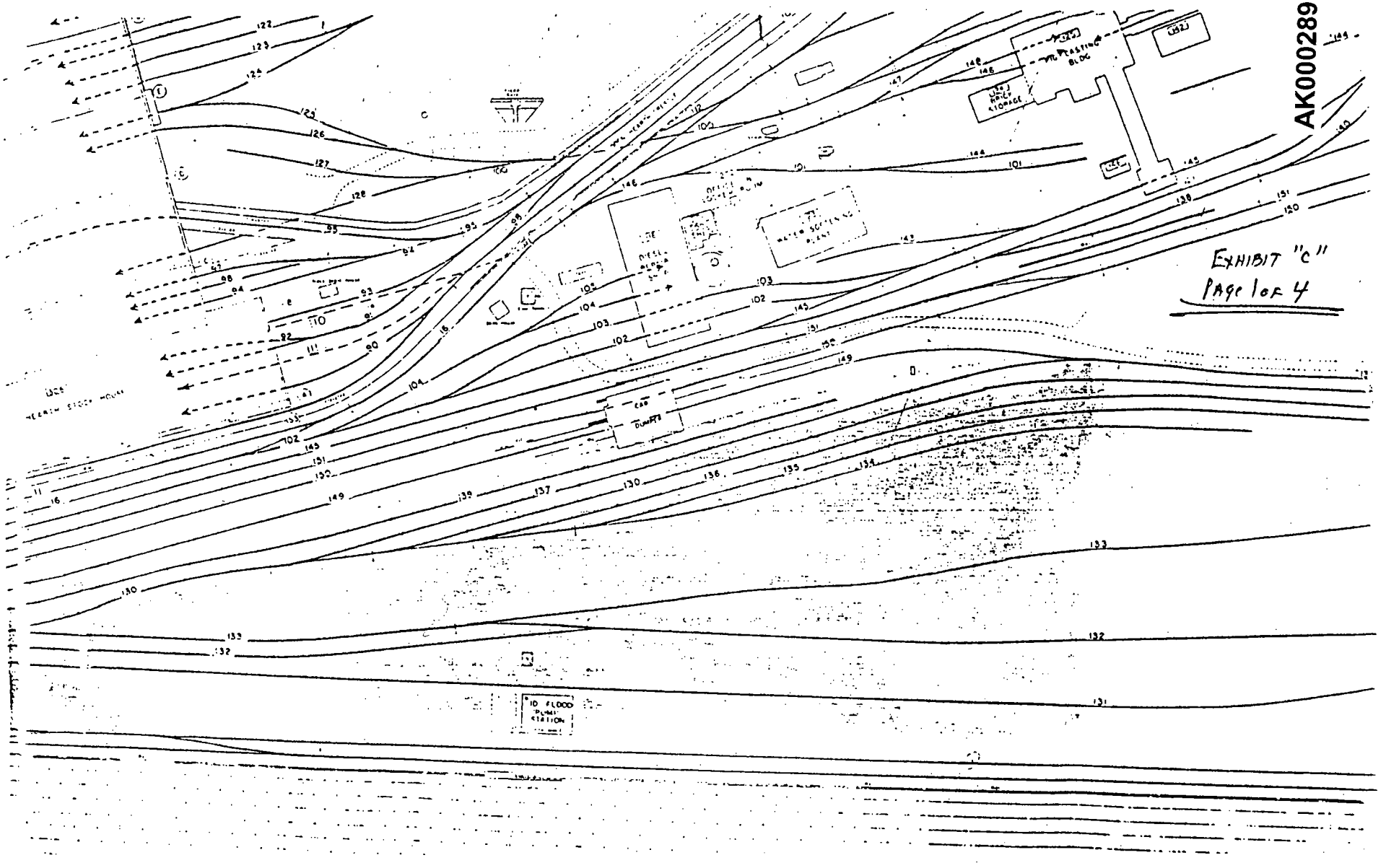
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EXHIBIT "C"
PAGE 1 OF 4

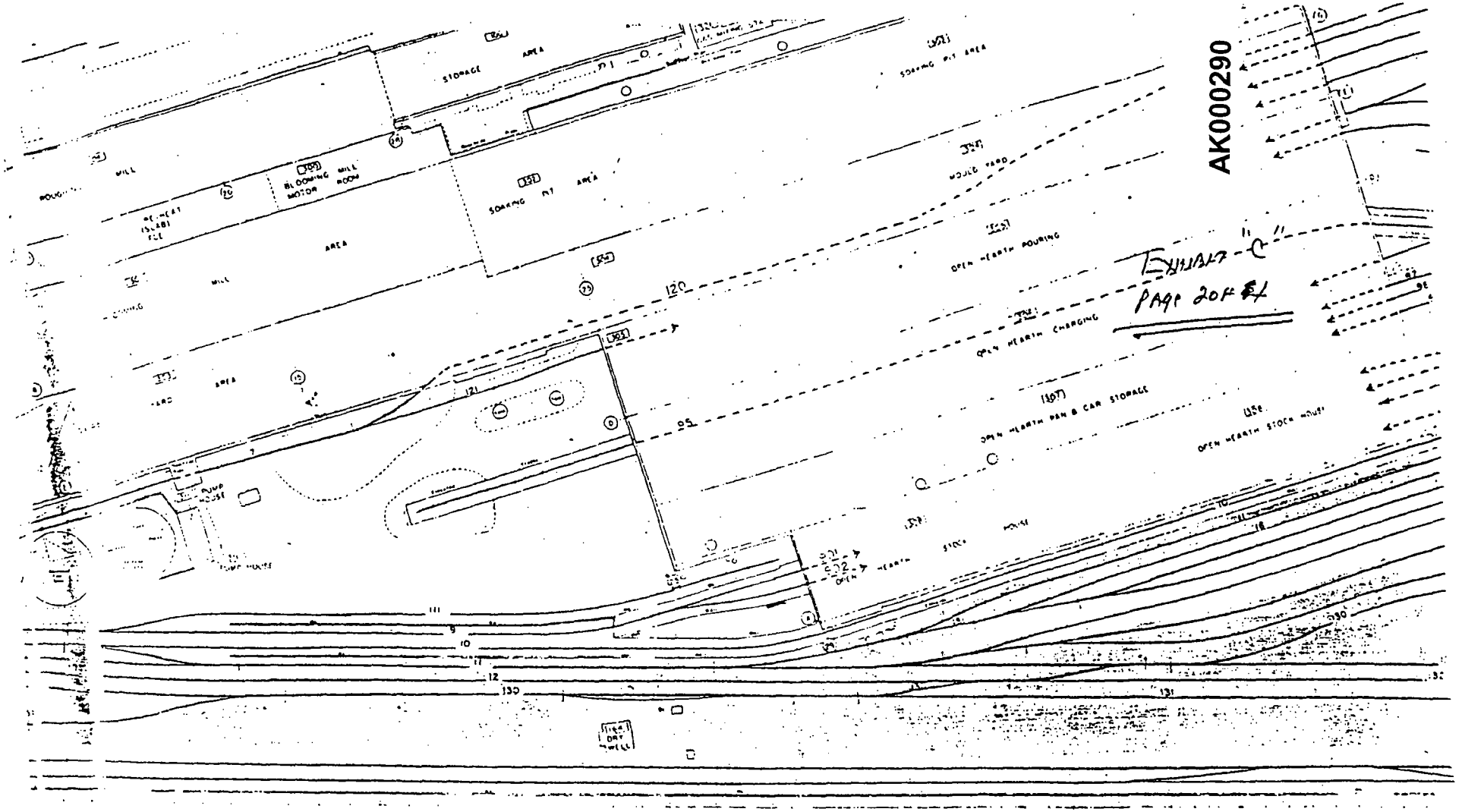

EXHIBIT "C"
PAGE 20 OF 41

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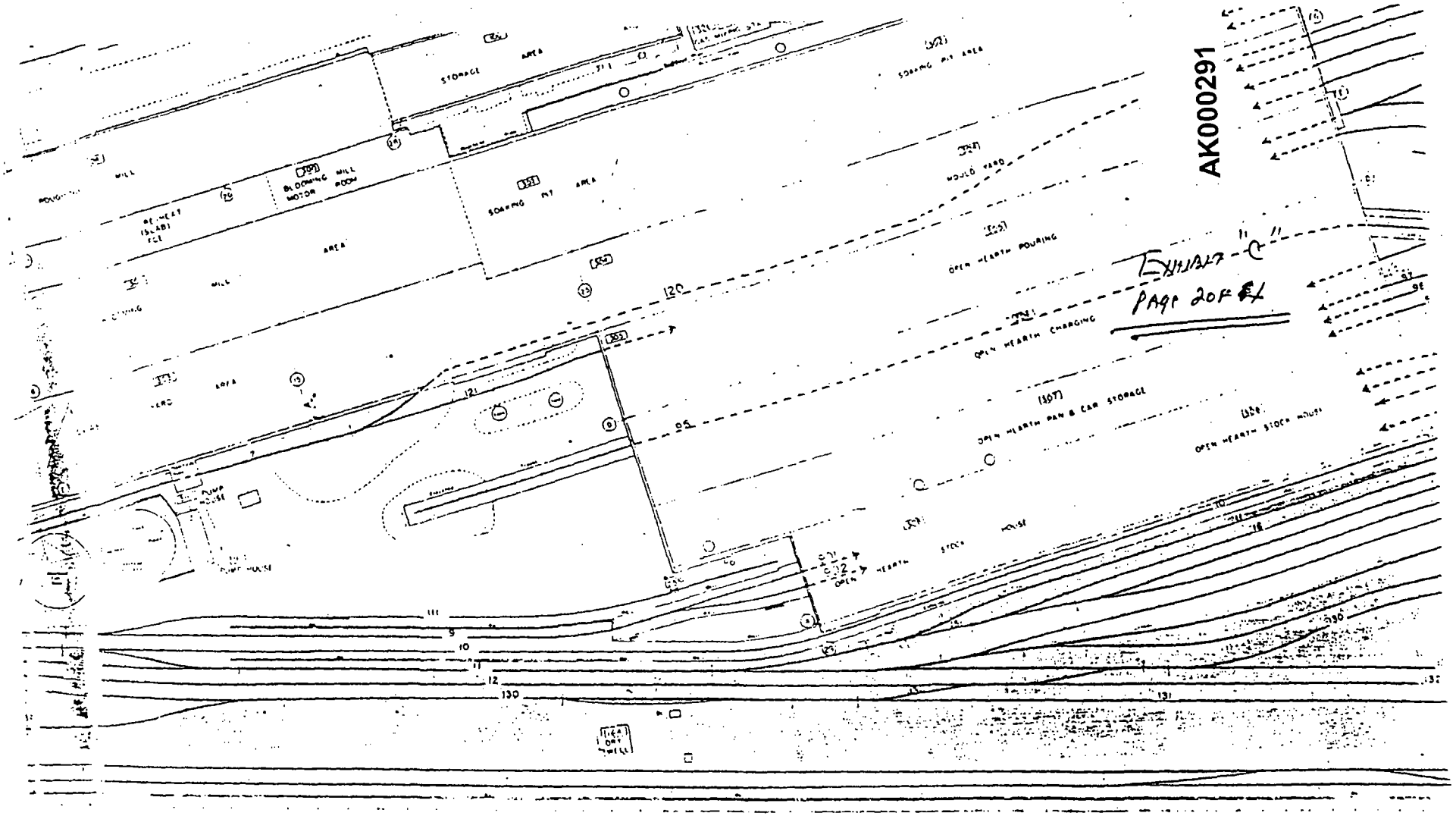

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EXHIBIT "C"
PAGE 2 OF 4

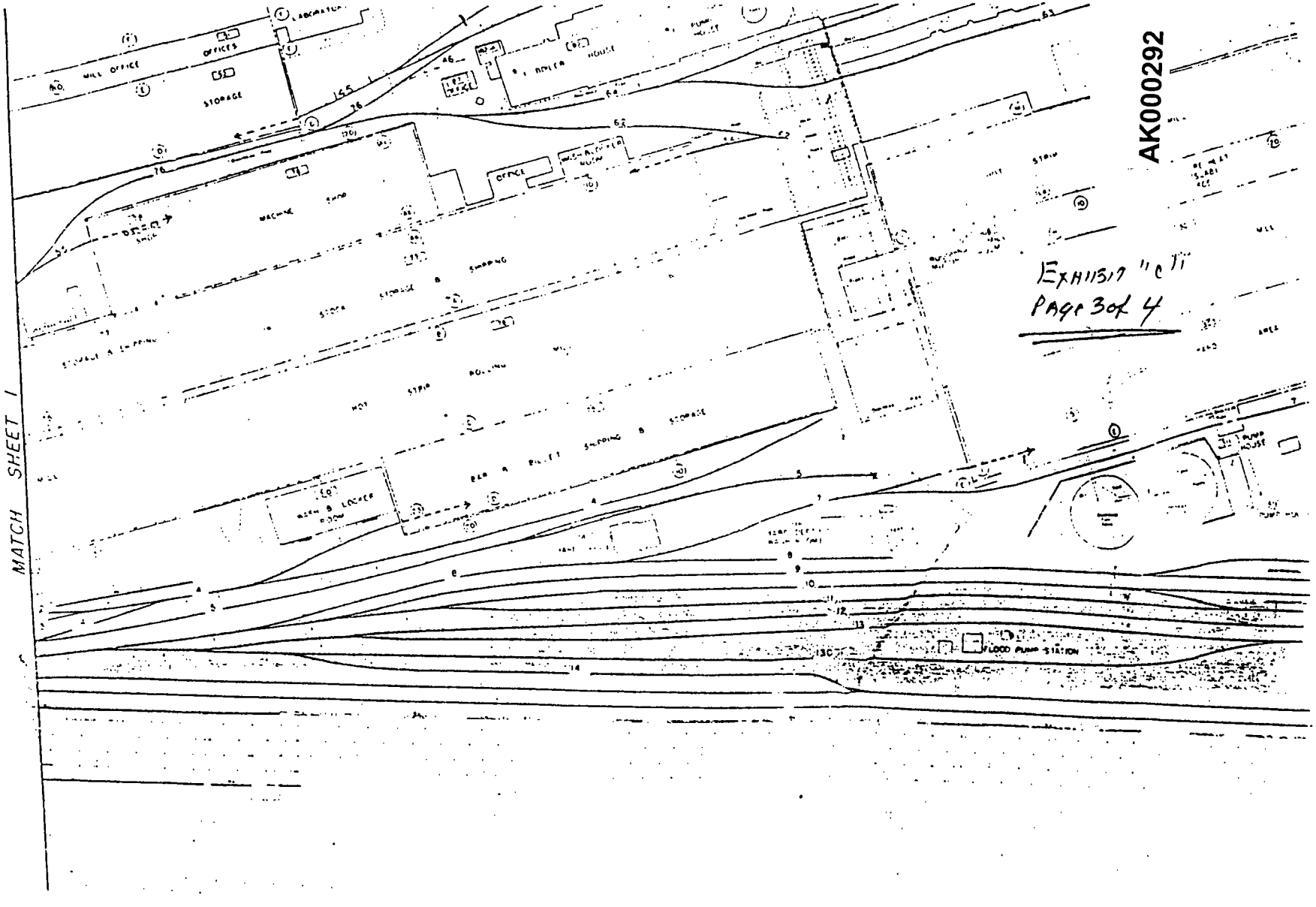

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EXHIBIT "C"
PAGE 3 OF 4

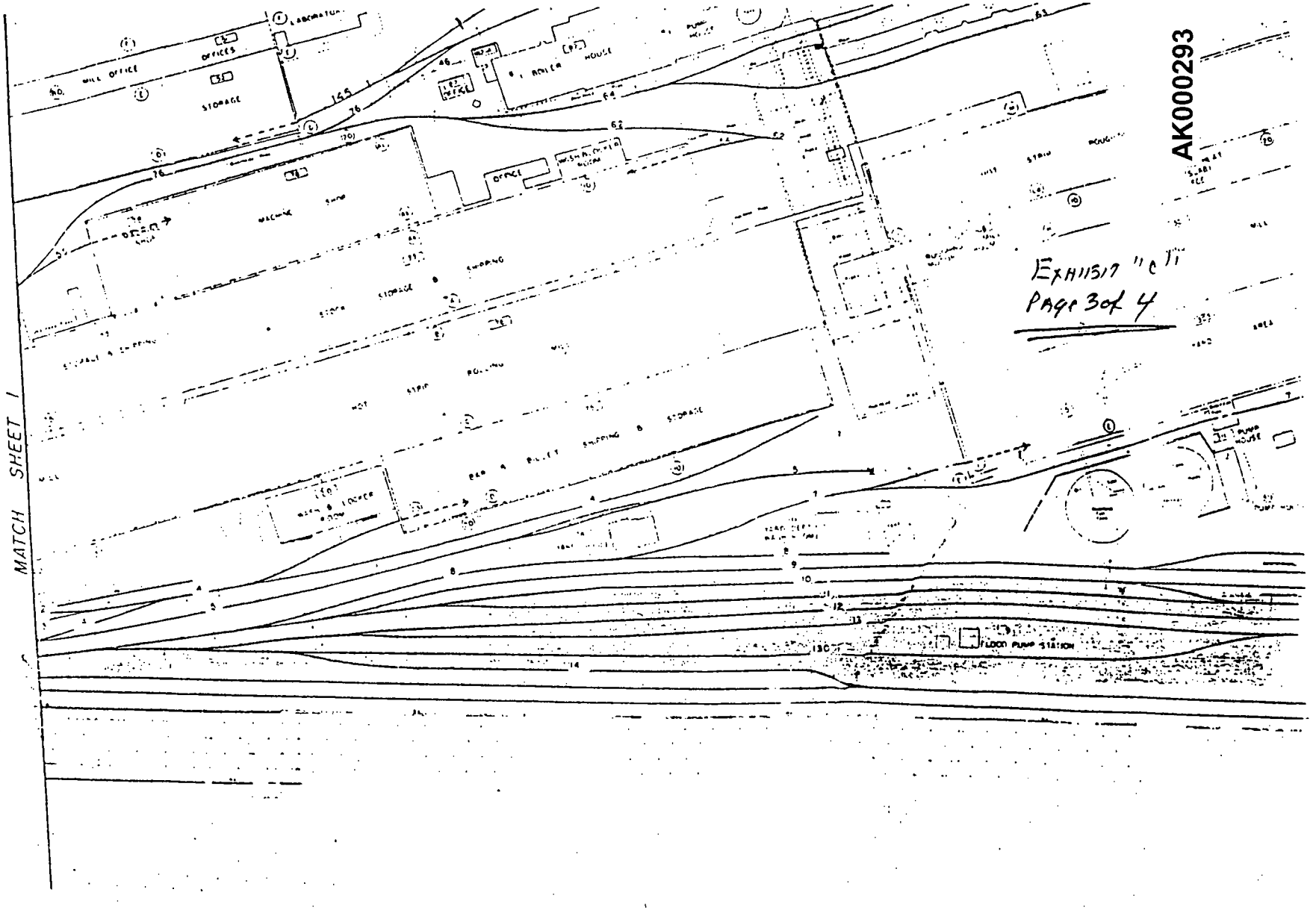
MATCH SHEET 1
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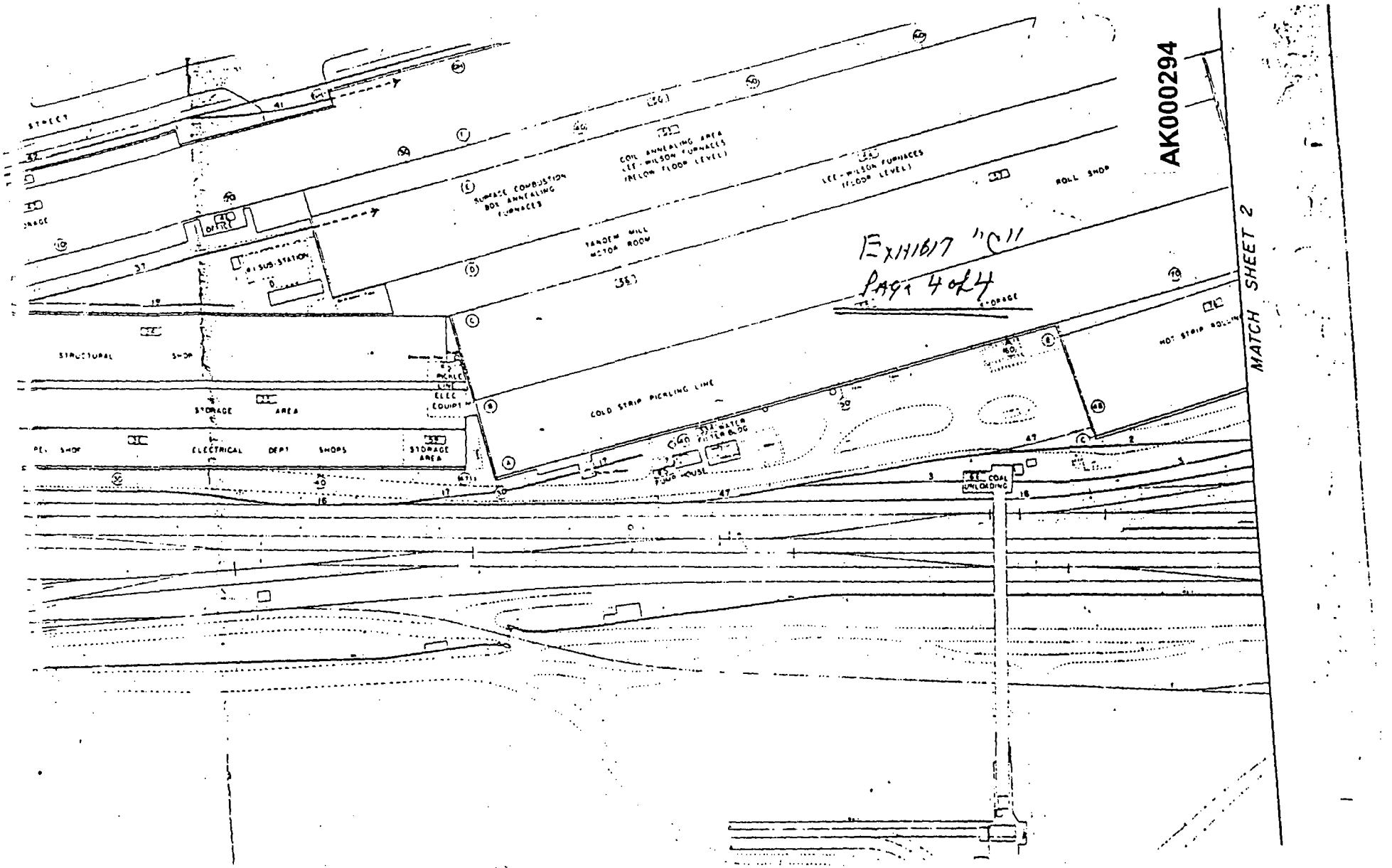
EXHIBIT "C"
PAGE 3 OF 4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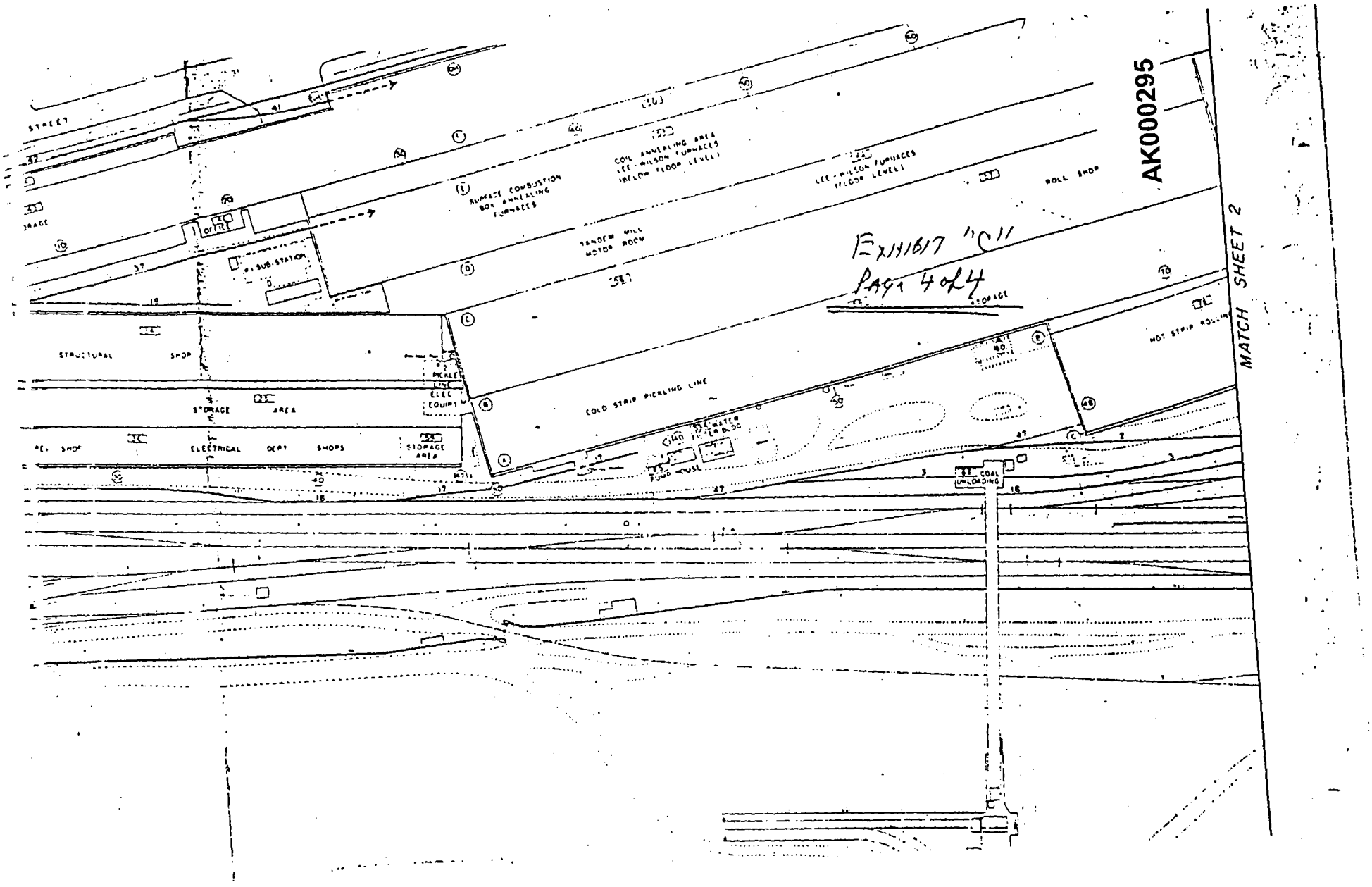
MATCH SHEET 2
Exhibit "C"
Page 4 of 4
STREET
OFFICE
41 SUB-STATION
SURFACE COMBUSTION BOX ANNEALING FURNACES
COIL ANNEALING AREA LEE-WILSON FURNACES (BELOW FLOOR LEVEL)
LEE-WILSON FURNACES (FLOOR LEVEL)
ROLL SHOP
TANDEM MILL MOTOR ROOM
STRUCTURAL SHOP
STORAGE AREA
ELEC EQUIPT
COLD STRIP PICKLING LINE
ELECTRICAL DEPT SHOPS
STORAGE AREA
WATER FILTER BLDG
PUMP HOUSE
COAL UNLOADING
HOT STRIP ROLLING


AK000295
MATCH SHEET 2
Exhibit "C"
Page 4 of 4
STREET
SURFACE COMBUSTION BOX ANNEALING FURNACES
COIL ANNEALING AREA LEE-WILSON FURNACES (BELOW FLOOR LEVEL)
LEE-WILSON FURNACES (FLOOR LEVEL)
ROLL SHOP
TANDEM MILL MOTOR ROOM
SUB-STATION
STRUCTURAL SHOP
STORAGE AREA
ELECTRICAL DEPT SHOPS
STORAGE AREA
COLD STRIP PICKLING LINE
HOT STRIP ROLLIN
COAL UNLOADING

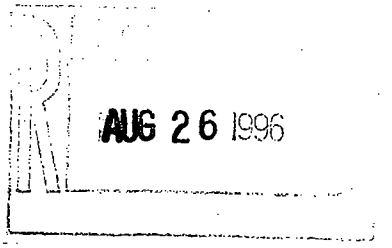
J. JEFFREY MCNEALEY
614-227-2074
jmcnealey@porterwright.com

PORTER, WRIGHT, MORRIS & ARTHUR

Attorneys & Counselors at Law

41 South High Street
Columbus, Ohio 43215-6194
Telephone: 614-227-2000
Facsimile: 614-227-2100
Nationwide: 800-533-2794

AUG 26 1996



August 21, 1996

C. Lou Tosi
Dan Szwed
on 8-27-96

Catherine A. Stroup, Esq.
Ohio Environmental Protection Agency
1800 WaterMark Drive
Columbus, OH 43216-1049

RE: New Boston Coke Corporation

Dear Ms. Stroup:

I apologize for the delay in the response to your letter of June 21. However, we have had difficulty in assembling information requested in my letter to the Director of June 12, gaining a sense of the import of that information, and reviewing it internally with company management. However, in order to provide additional information to you in support of the statements made in my June 12 letter, I am enclosing the following information in response to your questions:

1. Amended Plan of Reorganization and Amended Disclosure Statement filed with Bankruptcy Court on April 29, 1985. These are described as Attachments A-1 and A-2.

2. Second Amended Plan of Reorganization filed with Bankruptcy Court on August 12, 1985, and Order Confirming Second Amended Plan of Reorganization on January 13, 1988. These are described as Attachments A-3 and A-4.

3. SPCC Plan utilized by New Boston, Attachment B-1. In the course of regular operations, spills are addressed routinely as a matter of plant housekeeping. Hazardous materials are manifested and shipped off-site. Housekeeping activities are described in Attachment B-2.

4. As a matter of general hydrologic theory, groundwater flows are always to a river from the highlands. Enclosed as Attachments C-1 and C-2 is information from Ohio EPA and the Ohio Department of Natural Resources, respectively, generally confirming those hydrologic principles in Ohio. As you should be aware from viewing topographic maps of the plant site, there are high bluffs immediately north of the plant, dropping to the plain upon which New Boston sits, and then

dropping into the Ohio River. While there have been no hydrologic studies at the New Boston site itself, on the adjacent site owned by Southern Ohio Port Authority ("SOPA"), there have been such studies. SOPA's groundwater hydrology study reports groundwater flowing from the north, directly into the Ohio River. Your attention is directed to the *Phase I Environmental Site Assessment of the Former Detroit Steel Mill Facility, 202 Vine Street, New Boston, Scioto County, Ohio*, Environmental Construction, Inc. and Environmental Services Management, Inc. (Feb. 1, 1996). On the basis of findings in this report, there is no physical way for groundwater to flow "up gradient" and impact any areas northwest or east of the plant as referred to in the Director's draft Findings and Orders ("DFFOs").

5. Focusing on site security, the area to the west and northwest of the New Boston site is fenced from the main populations in New Boston by fencing owned and maintained by SOPA. To the north between the New Boston plant site and Route 52 -- which is a four-lane highway with no pedestrian traffic and a concrete barrier median -- there are open lands owned by SOPA which, while they remain unfenced, do not serve as a thoroughfare for any of the residents to the Ohio River via the plant. Additional fencing along this north boundary is to be constructed this fall by New Boston, replacing prior SOPA fencing along the common property line with New Boston. The plant operates 365 days per year, 24 hours per day. The site is unvegetated, open and well lit at night. The active industrial operations at New Boston and the massive flood wall immediately bordering the New Boston plant site to the east and south effectively preclude any means for access. Security has never been a problem at the site and, as addressed on Attachment D, security is not a problem based on 24-hour surveillance of the site by plant operating personnel.

5. I am attaching copies of the corporate tax returns for New Boston for the years 1991 through 1994 as Attachments E-1, E-2, E-3 and E-4. The tax return for 1995 is still in preparation, but will be forwarded on completion. These reports served for the basis of USEPA's analysis of New Boston's financial condition.

6. Based on our understanding of the McLouth bankruptcy case, it was concluded in the 1980's as a Chapter 7 with full liquidation. To the best of our knowledge, there was no surviving corporate entity.

Should you have any questions regarding the foregoing or need further clarification, do not hesitate to contact me. For obvious reasons, we would appreciate all financial information being held as confidential and have so marked those reports.

One of the major problems underlying our delay in responding to you is the absence of any "hard" information supporting the Director's allegations in his May 8, 1996, letter. Although we have reviewed the data at the Southeast District Office in Logan, and assuming that it is a complete compendage of all information about the New Boston site within the Agency's files, we found only one data set that gave "hard" information with respect to the allegations. That data set reflected Ohio EPA's sediment sampling in 1995 similar to that done by U.S. EPA in 1986. Although the sampling locations are unclear, we believe the sampling locations for each study matched as set forth on the attached chart. Using U.S. EPA's "chemicals of concern" as a surrogate for indications of groundwater contamination, we find no information in Ohio's sediment results altering the conclusions reached by U.S. EPA 10 years earlier. In light of this information and obvious groundwater flows in the area, we see no evidence of any contamination emanating from the New Boston site. To the contrary, our review of the Agency's files indicates frequent RCRA inspections by representatives of the Southeast District Office. After each of these, all RCRA problems were adequately addressed by the plant, and the site was returned to "RCRA compliance status." In light of these repeated reports in August 1985, May 1986, May 1987, July 1992, June 1993, and August 1993, it is hard to conceive of any ongoing environmental problems arising from New Boston's operations. Copies of the Agency's compliance certifications are attached as Attachment F.

Turning to other media, the ambient air in the New Boston area is attainment for all parameters. Regular monitoring reports prepared pursuant to federal rules governing air emissions confirm New Boston's ongoing air compliance. Similarly, the monthly water discharge reports pursuant to New Boston's NPDES permit confirm full compliance with effluent limitations. All of these documents are in your files and I assumed were reviewed before the Director reached the conclusions expressed in his May 8 letter. In light of these "hard facts" in the Agency's files it is difficult for us to understand the basis for the Director's May 8 conclusions.

As previously set forth, our own analyses of worker health, based on frequent and routine physicals, indicate no worker health problems; nor are we aware of any work-related health problems among our retired workers. In light of the significance of the Director's allegations, we would again request "hard" information from the Agency underlying the allegations set forth in the Director's May 8 letter supporting the DFFOs. Again, our review of Agency files gave no information supportive of those allegations, except as noted above. Although not wishing to become overly legalistic at this time, New Boston is entitled to a full and frank revelation by the

Agency of "hard" facts supporting Ohio EPA's allegations. See State of Ohio, ex rel. Williams v. Skinner, No. CA79-02-0020, Ohio Court of Appeals, Butler County (Aug. 1, 1979), Heiby Oil Co., Inc. v. Schregardus, 92 Ohio App. 3d 46 (1993), Red Hill Farm Trust v. Schregardus, 102 Ohio App. 3d 90 (1995), and Fritz Kohler Farm v. McAvoy, Case No. EBR 79-39, 1979 Ohio Env. LEXIS 39 (Aug. 31, 1979).

As you might infer from the descriptions of activities contained in the U.S. EPA Consent Order, and as confirmed by the various PTIs issued and requested from Ohio EPA, and your representatives' frequent site inspections over the years, New Boston has committed to more than $12,000,000 in capital expenditures to bring the plant into full compliance with federal standards. About half of that has already been spent. This must be considered an extraordinary effort in light of New Boston's historic financial situation, and New Boston's demonstrated commitment to meeting increasingly more stringent discharge limitations. This would not have been possible but for the knowledgeable cooperation of U.S. EPA and the Federal Court. In light of New Boston's preexisting obligations to U.S. EPA under the terms of the Consent Order, recently amended without comment by Ohio EPA, New Boston is not in a position to undertake expensive and time-consuming activities for which there is no basis in fact.

We would appreciate your response to this request no later than the end of August in order that we might review it and prepare for a meeting with the Director in mid-September. Your prompt attention to this request would be appreciated.

Sincerely,

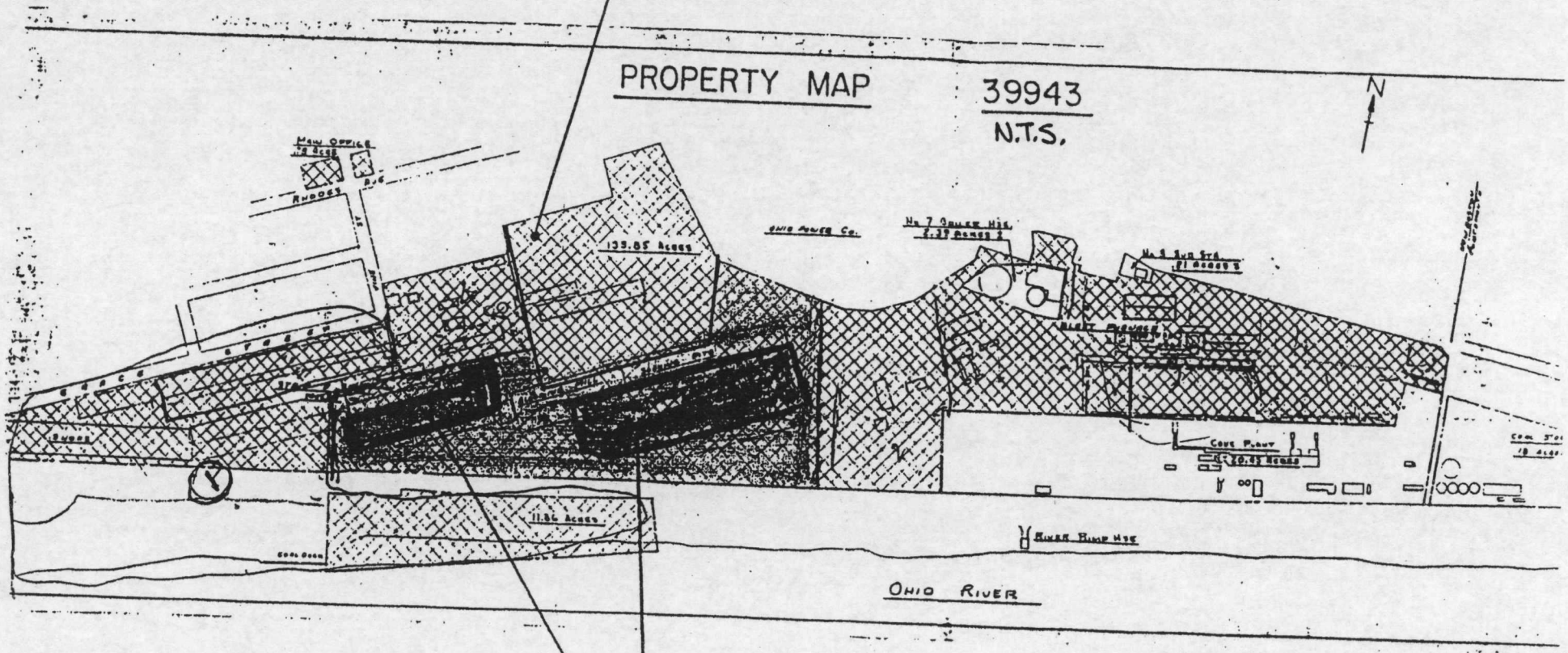
J. Jeffrey McNealey

JJM/kmm
Enclosures (Attachments A-F)
Director Schregardus (w/o encl.)
Elected Officials (w/encl. except tax returns)
Vaughan Laughlin (w/o encl.)
Bob Walton, SOPA (w/o encl.)
LoVeen Moody, Esq. Armco (w/o encl.)
Fred J. Dery (w/encls.)
Morris Milmet (w/encls.)
C. Joseph Cronin (w/encls.)

S-CORP
SOIL TEST PROPERTY
OHIO EPA

(B)

NEW BOSTON DEVELOPMENT CO. (EISENBERG)
22.00 ACRES (PARCEL 28-0289.003)

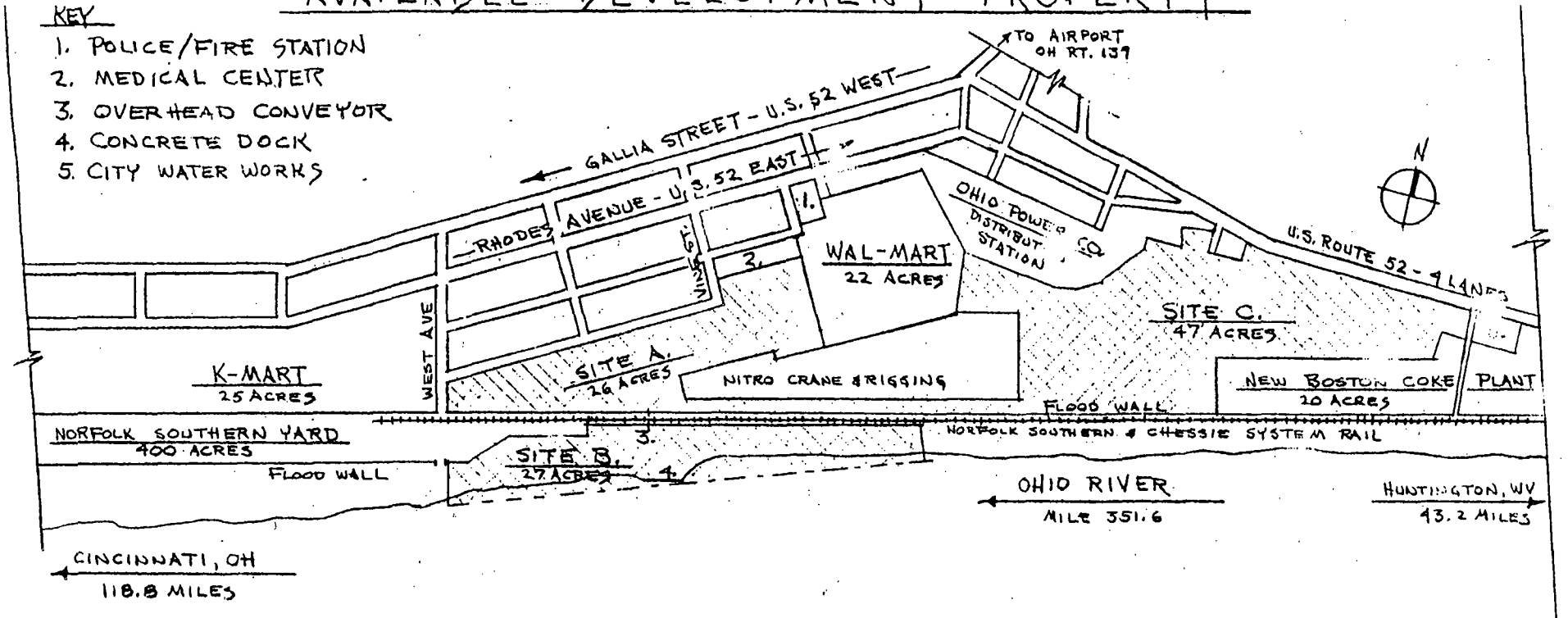


3/91
RAN

NITRO CRANE & RIGGING CO (PIZZUTO)
4.507 ACRES (PARCEL 28-0289.001)
2.233 ACRES (PARCEL 28-0289.002)

AK000300

AVAILABLE DEVELOPMENT PROPERTY



PROPERTY MAP — NEW BOSTON INDUSTRIAL CORPORATION

FORMER EMPIRE DETROIT STEEL PLANT - CLOSED 1980 - PORTSMOUTH/NEW BOSTON, OHIO

Robert A Newman, CONSULTANT
Facility Planning & Design
AC 614.354.1902 FAX 353.4425
4425 Hickory Lane, Suite LL-1
Portsmouth, OH 45662-6504

6/26/91

AK000302

LAND

BARGE PORT FACILITIES - 27 ± ACRES
ZONED INDUSTRIAL - 114 ± ACRES
FORMER STEEL PLANT, CLOSED 1980.

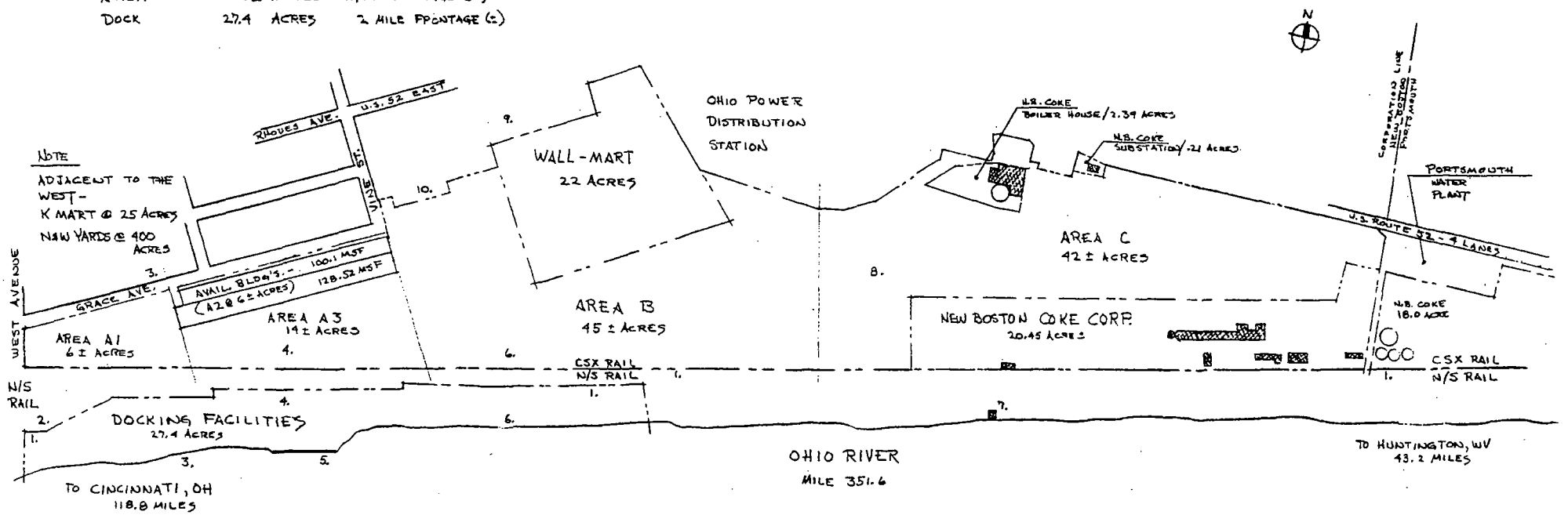
AREA A1	6 ± ACRES	700' FRONTAGE (±)
A2	6 ± ACRES	1200' FRONTAGE (±)
A3	14 ± ACRES	
AREA B	45 ± ACRES	
AREA C	42 ± ACRES	11,422 FRONTAGE (±)
DOCK	27.4 ACRES	2 MILE FRONTAGE (±)

BUILDINGS

SPACE 88'X1138' = 100,100 SF
SPACE 108'X1190' = 128,520 SF
HIGH BAY INDUSTRIAL USE.

KEY

1. FLOODWALL
2. SEWAGE PLANT
3. GAS SUBSTATION
4. OVERHEAD CONVEYOR
5. CONCRETE WHARF
6. TUNNEL
7. WATER INTAKE
8. DIESEL REPAIR
9. FIRE, POLICE
10. MEDI-CENTER



PROPERTY MAP 18 Aug 90

NEW BOSTON INDUSTRIAL CORP.

GRACE & VINE STREETS, NEW BOSTON, OHIO 45662

SOURCE
EDS #39943
9/18/80

Robert A Newman, CONSULTANT
Facility Planning & Design
AC 614.354.1902 FAX 353.4425
4425 Hickory Lane, Suite LL-1
Portsmouth, OH 45662-8504

NEW BOSTON, OHIO INDUSTRIAL COMPLEX

The Scioto Economic Development Corporation (SEDC) has developed a swift response to the permanent closing of the New Boston steel mill through a joint effort with the American Buckeye Corporation for new private business operations at the 225 acre site. American Buckeye is a new corporation located in Chesapeake, Ohio.

This significant steel plant recycling project will expand American Buckeye's previously announced river coal transfer terminal, construct a new commercial scale ethanol plant; construct a new coal desulphurization plant; develop a new river port and potential foreign trade zone; and develop the remaining vacant facilities for other industrial expansion through SEDC's Land Bank program.

The multi-transaction energy-related project will create an estimated total of 525 direct jobs when completed together with an estimated 2,003 area and regional supportive jobs, and over 590 construction jobs. When completed, the local tax base will be doubled.

To date, the American Buckeye development team for the $204 million project includes Mellon Bank and Irving Trust, and John Hancock and New England Mutual insurance companies. Dravo Corporation and PEDCo International have working drawings for the river terminal and the ethanol plant. Drawings are in process for the desulphurization plant. Construction is starting in early 1981, and will be completed within 18-24 months. Dravo will construct and operate the new facilities. Approximately 186 acres will be available for future industrial development through SEDC's activities.

SEDC is a non-profit business firm, organized by the Scioto County, Ohio Board of Commissioners to implement an action strategy for economic revitalization in OHIO SOUTHLAND. During its three years of operations, SEDC has assisted in the development of over 33 projects resulting in new economic investments estimated to cost over $71 million, which when completed will retain and create over 1,499 jobs pledged by private businesses involved. The U.S. Economic Development Administration is the lead federal agency assisting SEDC.

BACKGROUND DATA:

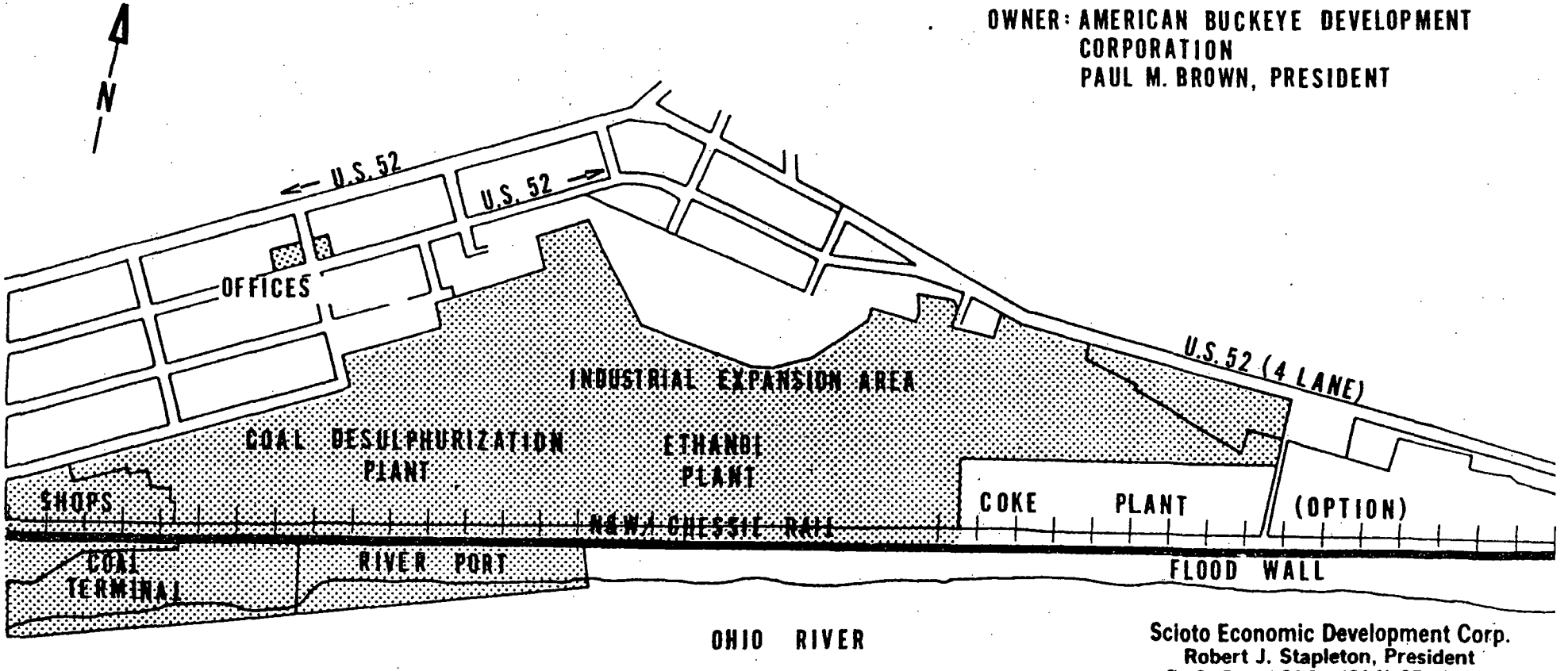
SEDC	-	Adjustment Strategy Update	04/04/80
FmHA, EDA & ODFC	-	Loan Program Review	04/21/80
EDA TITLE IX	-	Special Adjustment Strategy	05/27/80
EDA TITLE IX	-	SSED Profile	05/27/80
HUD UDAG	-	Grant Application	05/31/80
PRIVATE SECTOR	-	American Buckeye Corporation	05/30/80
HUD UDAG	-	Technical Data	07/20/80
EDA TITLE IX	-	Grant Supplement	08/01/80
SEDC	-	Briefing Document	08/20/80

Scioto Economic Dev. Corp.
Robert J. Stapleton, President
P. O. Box 1606 **(614) 354-7779**
PORTSMOUTH, OHIO 45662

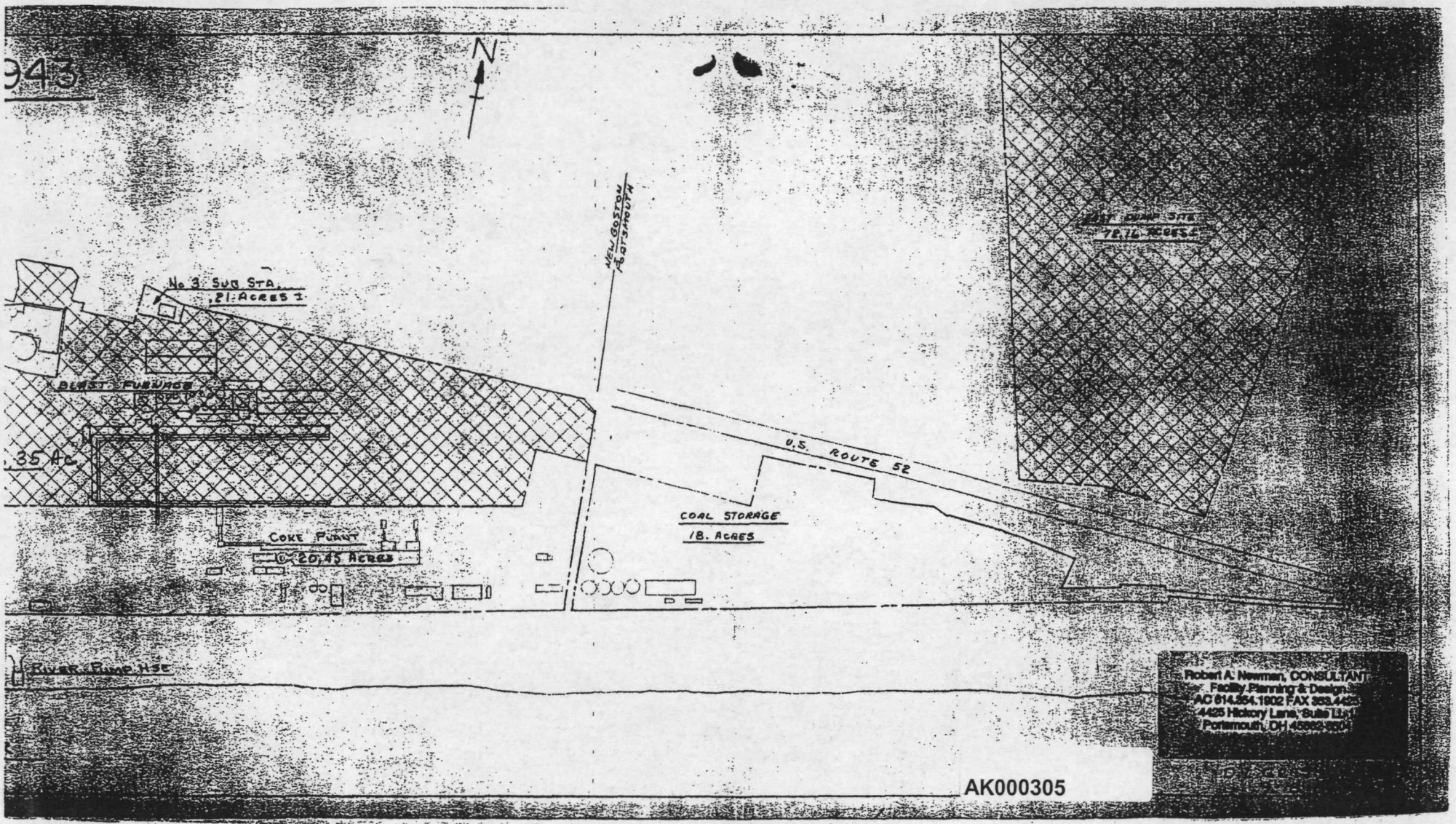
AMERICAN BUCKEYE INDUSTRIAL COMPLEX
NEW BOSTON, OHIO

AK000304

OWNER: AMERICAN BUCKEYE DEVELOPMENT CORPORATION
PAUL M. BROWN, PRESIDENT

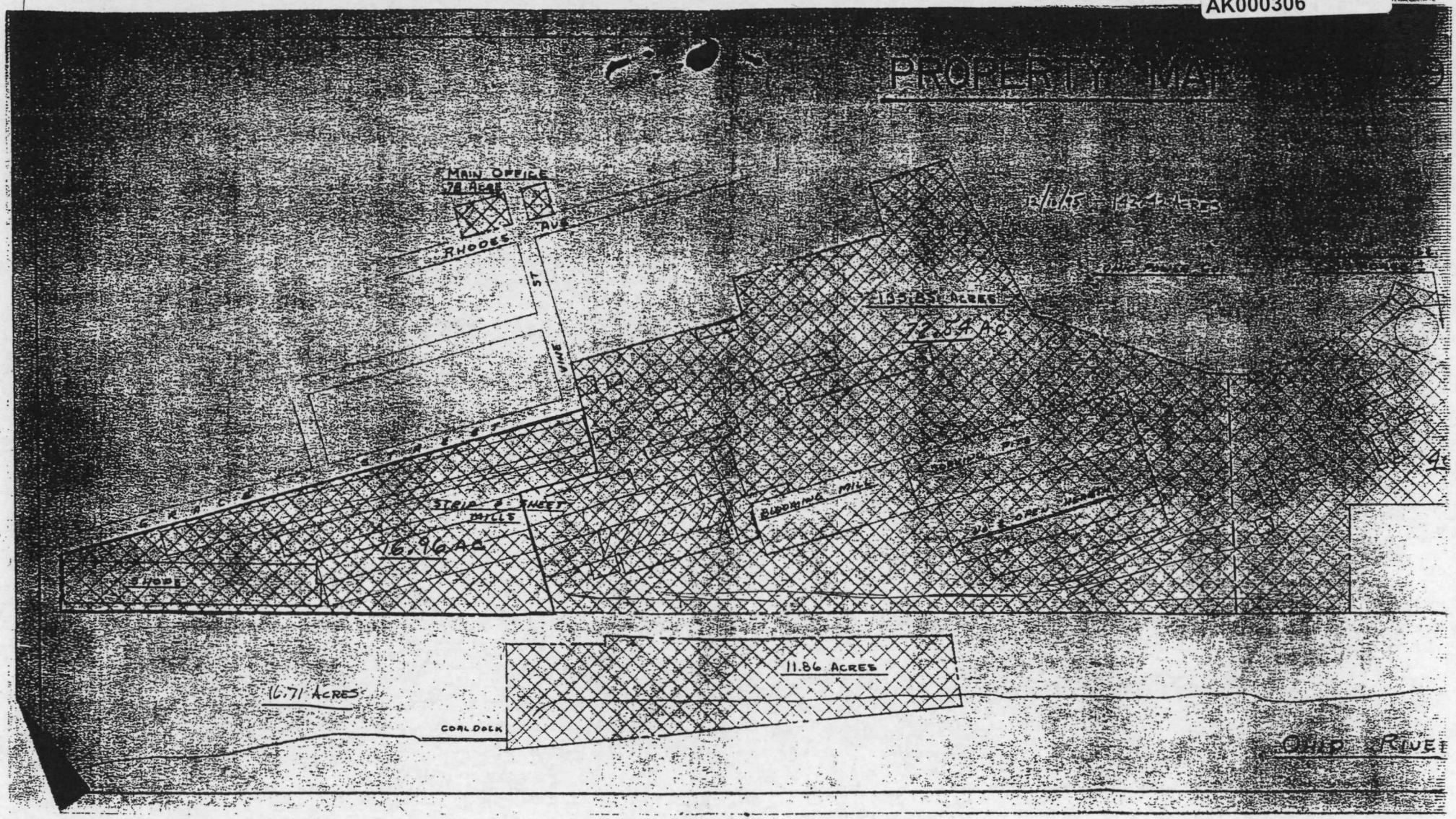


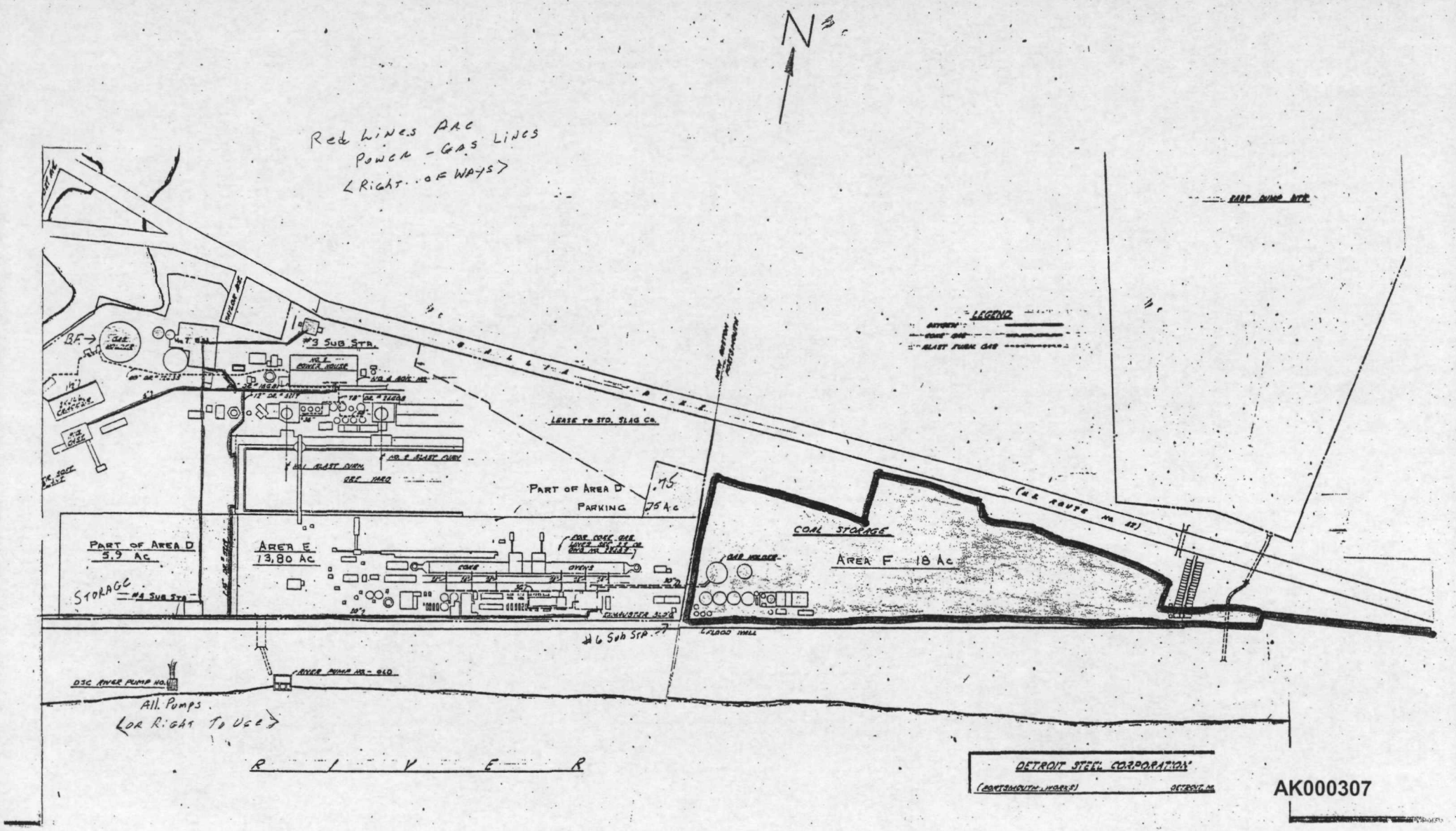
Scioto Economic Development Corp.
Robert J. Stapleton, President
P. O. Box 1606 (614) 354-7779
PORTSMOUTH, OHIO 45662


943
N
No 3 SUB STA.
.21 ACRES ±
BLAST FURNACE
.35 AC
COKE PLANT
20.45 ACRES
NEW BOSTON
PORTSMOUTH
U.S. ROUTE 52
COAL STORAGE
18. ACRES
RIVER PUMP HSE
Robert A. Newman, CONSULTANT
Facility Planning & Design
AC 614.354.1902 FAX 353.4425
4425 Hickory Lane, Suite LL-1
Portsmouth, OH 45662-8504

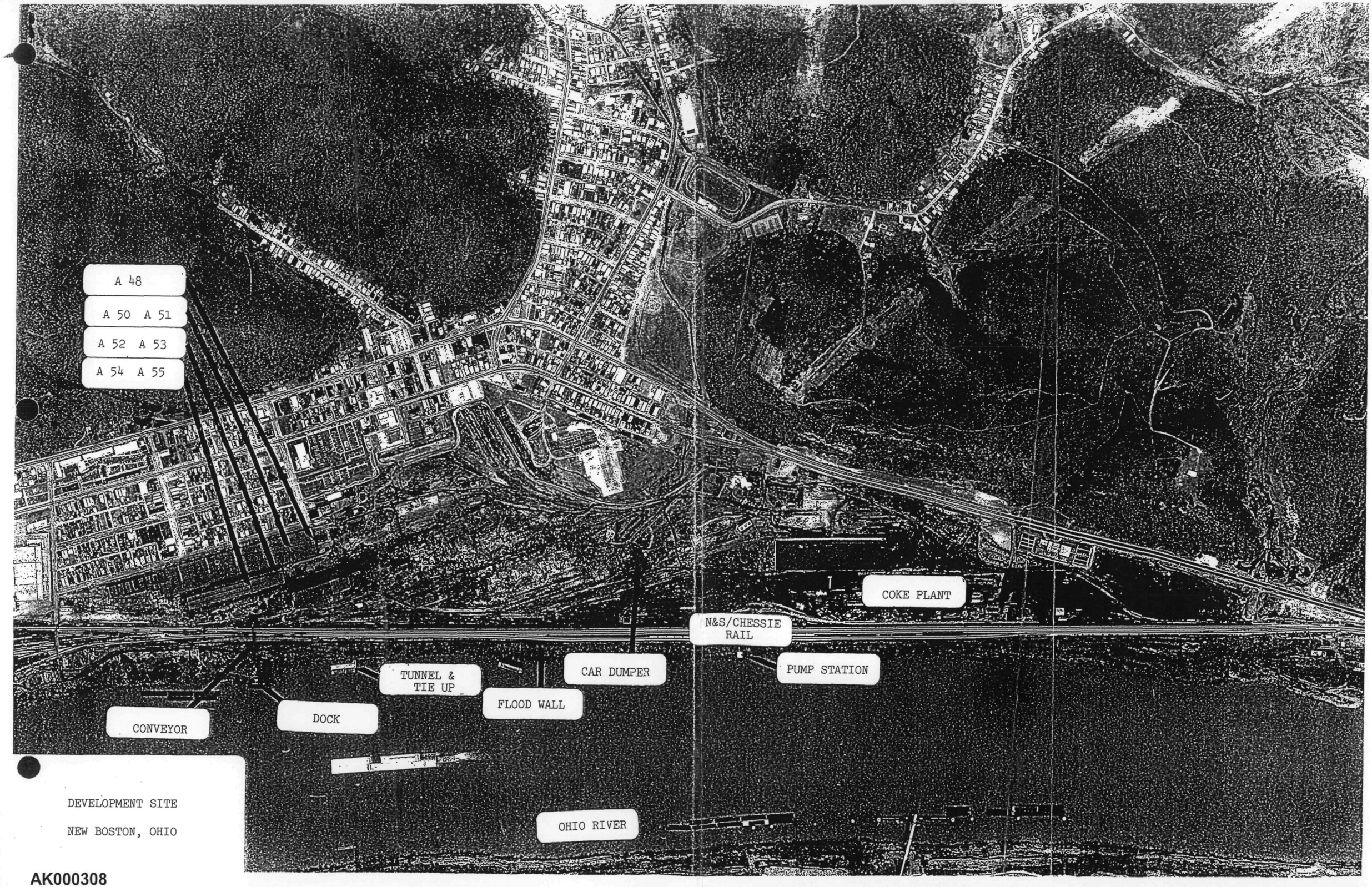
AK000305

AK000306


PROPERTY MAP
MAIN OFFICE
78 ACRE
RHODES AVE
VINE ST
GRACE STREET
STRIP & SHEET MILLS
16.96 AC
SHOPS
BLOOMING MILL
155.85 ACRES
72.84 AC
11.86 ACRES
16.71 ACRES
COAL DOCK
OHIO RIVER


N
Red Lines Are
Power - Gas Lines
<Right of Ways>
LEGEND
#3 Sub Sta.
Lease to Std. Slag Co.
Part of Area D
Parking
.75
.75 Ac
Part of Area D
5.9 Ac
Area E
13.80 Ac
Storage
#4 Sub Sta
Coal Storage
Area F 18 Ac
#6 Sub Sta.
Flood Wall
DSC River Pump No.
River Pump No. - Old
All Pumps
<or Right To Use>
R I V E R
Detroit Steel Corporation
(Portsmouth Works)
Detroit, Mo.

AK000307



DEVELOPMENT SITE

NEW BOSTON, OHIO

AK000308

DETROIT STEEL CORPORATION
PORTSMOUTH DIVISION - NEW BOSTON, OHIO

COMPANY GENERAL	MAPS & CHARTS

PLANT RAILROAD SYSTEM

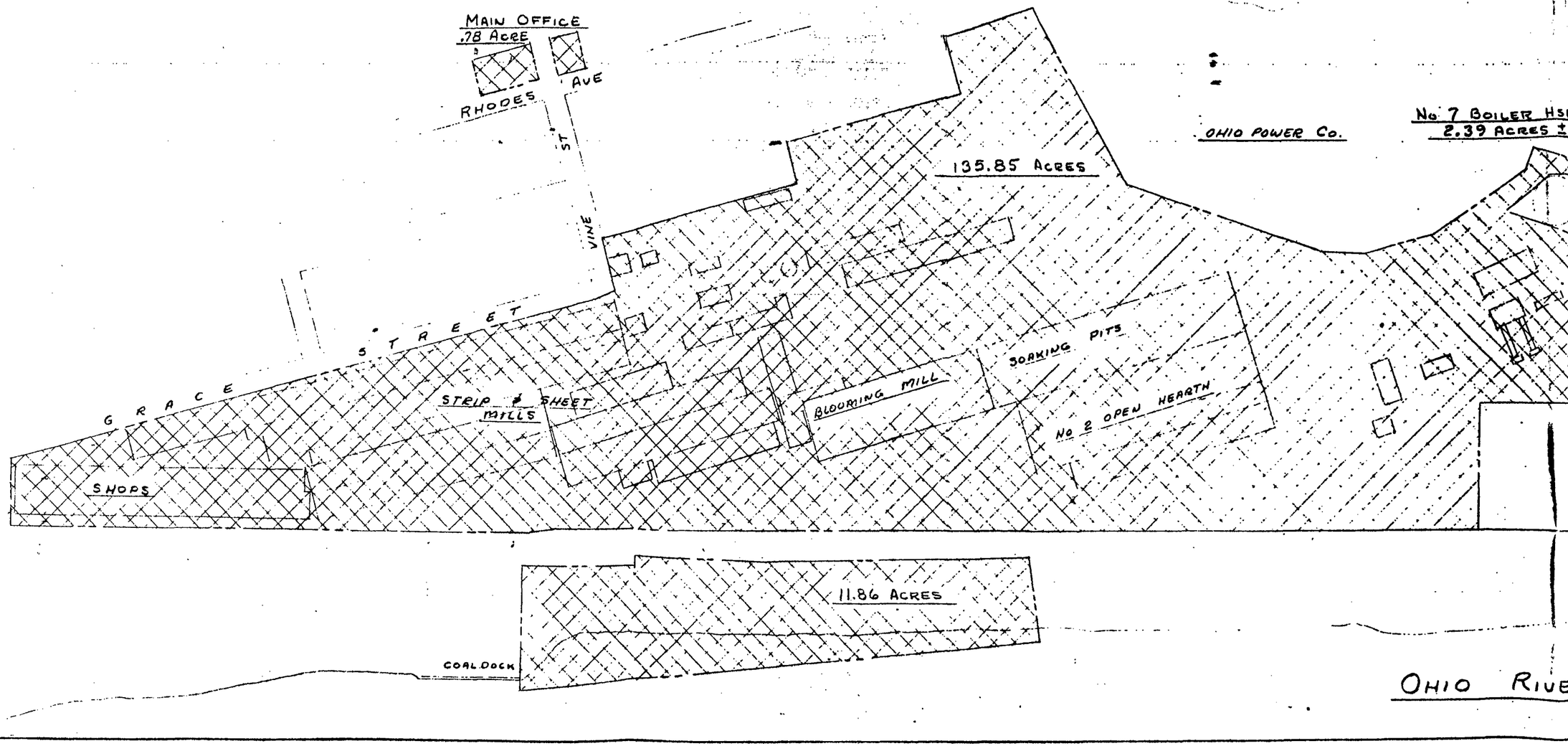
CONFERENCE HELD MARCH 26, 1969

AERIAL SURVEY - FEB. 21, 1969

2A4	35360-R

AK000309

PROPERTY MAP



39943

N

ER HSE.
ERES ±

No 3 SUB STA.
.21 ACRES ±

BLAST FURNACE

NEW BOSTON PORTSMOUTH

EAST DUMP SITE
72.16 ACRES ±

U.S. ROUTE 52

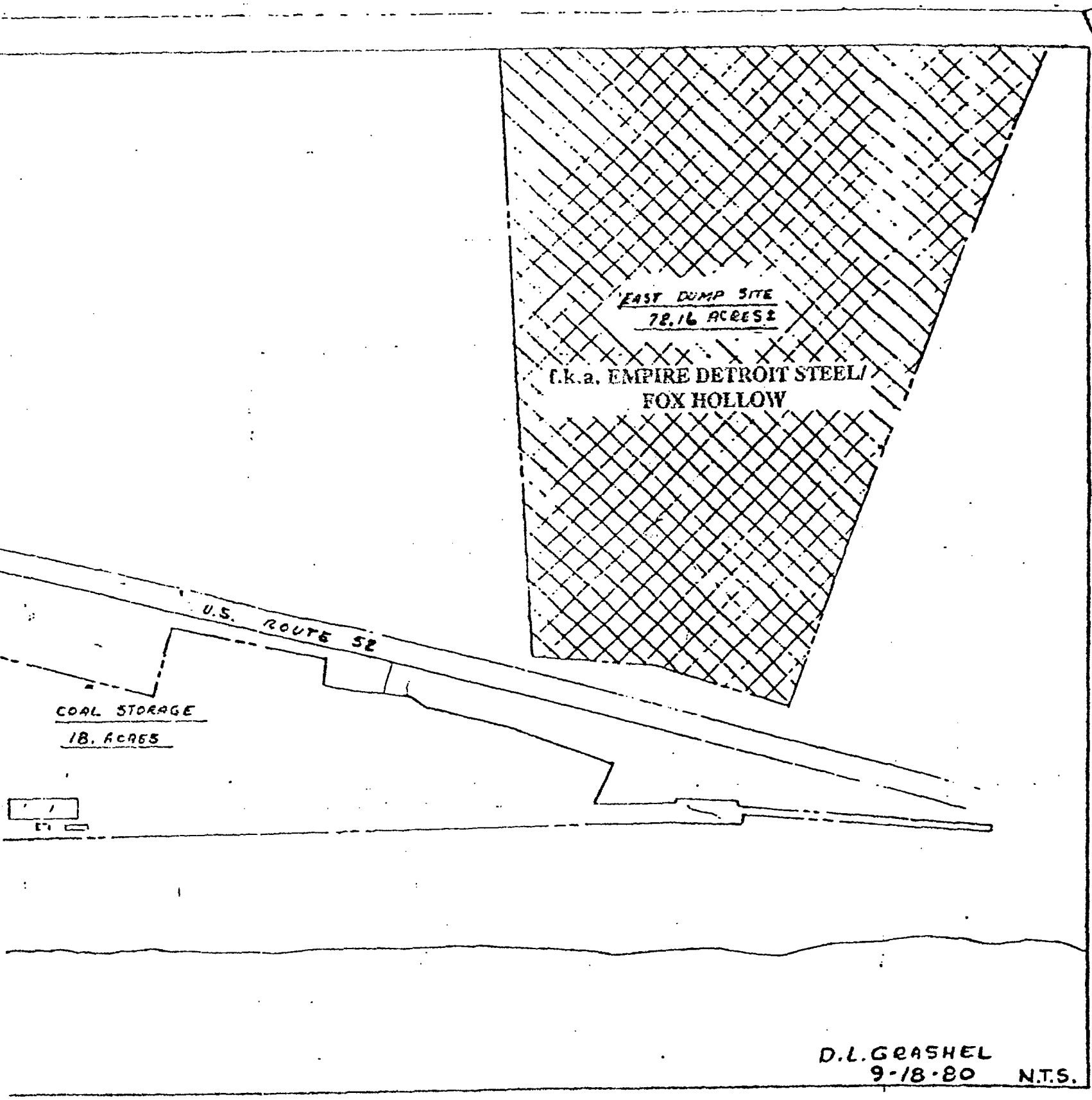
COAL STORAGE
18. ACRES

COKE PLANT
20.45 ACRES

RIVER PUMP HSE

RIVER

D.L. GRASHEL
9-18-80 N.T.S.



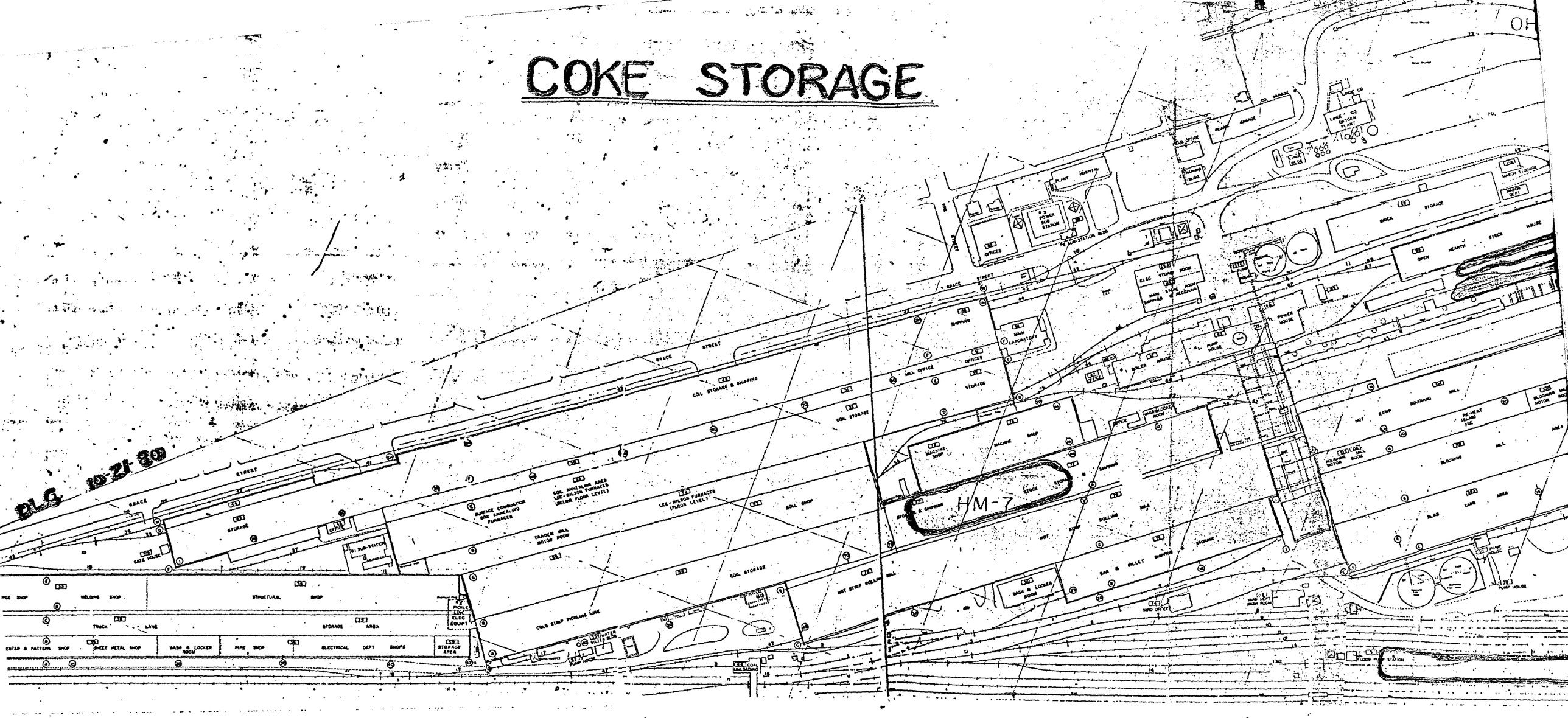
ESM, INC.
AKRON, OHIO
ECI
TALLMADGE, OHIO

SITE INSPECTION
LOCATION MAP
SOUTHERN OHIO PORT AUTHORITY
PHASE I SITE ASSESSMENT
FORMER DETROIT STEEL PROPERTY
202 VINE STREET
NEW BOSTON, SCIOTO COUNTY, OHIO

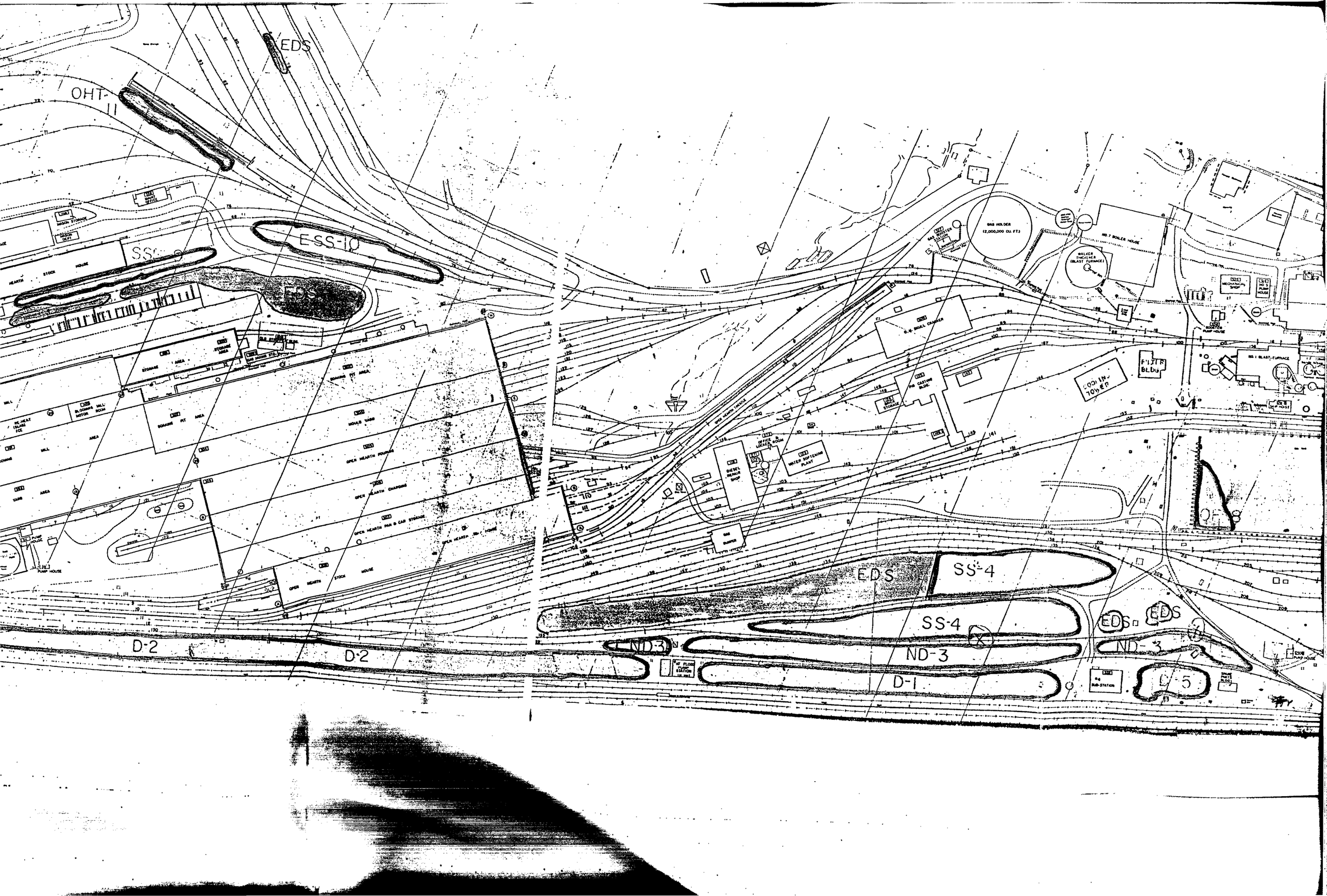
PREP. BY: TCL	DATE: 02-01-96	CLIENT: SOPA

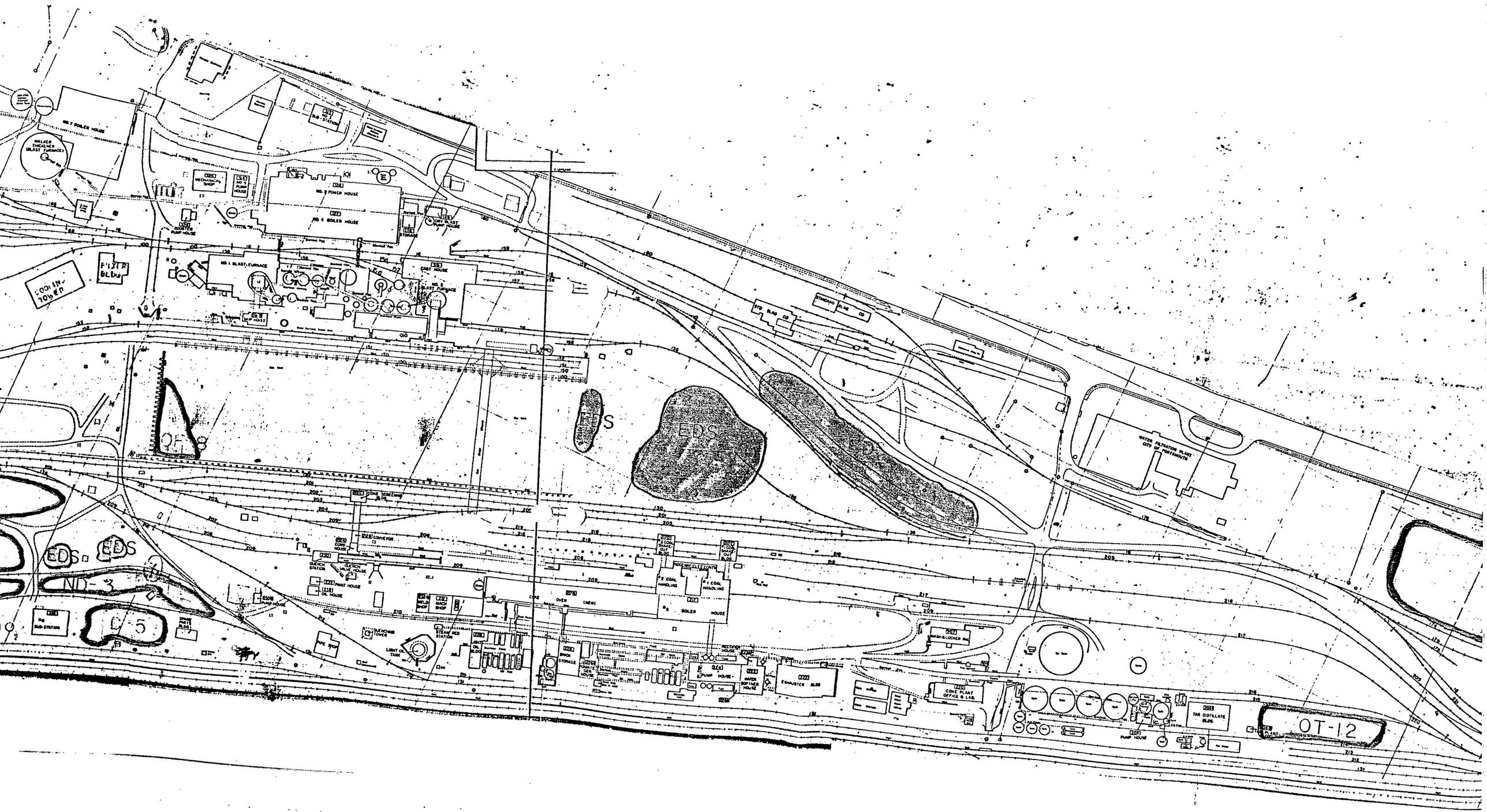
AK000311

COKE STORAGE

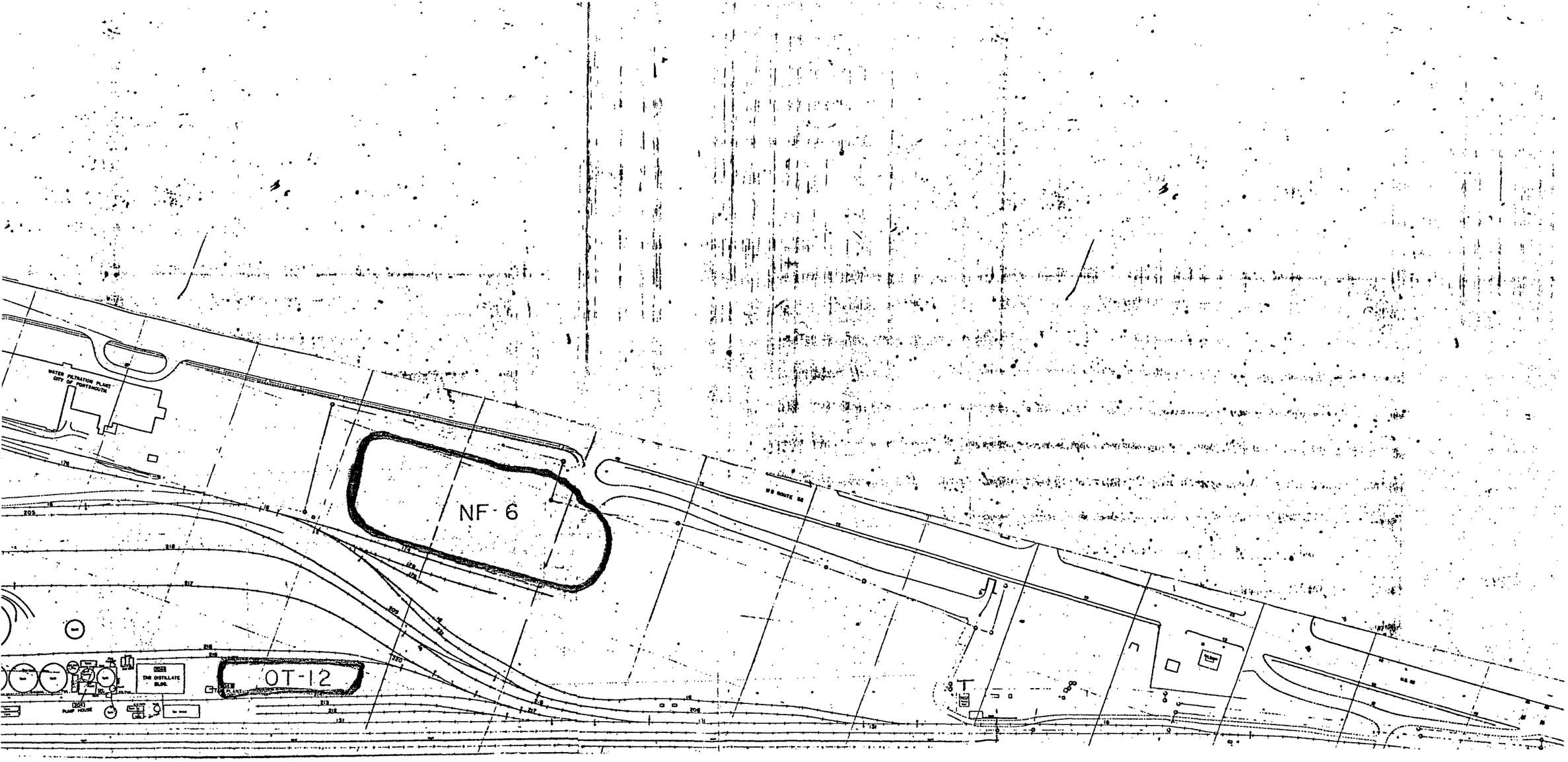


DLG 10-21-30


EDS
OHT-11
ESS-10
EDS
SS-4
SS-4
ND-3
ND-3
ND-3
D-2
D-2
D-1
D-5
EDS
EDS
EDS
GAS HOLDER (2,000,000 CU. FT.)
WALKER THICKENER (BLAST FURNACE)
NO. 7 BOILER HOUSE
MECHANICAL SHOP
NO. 1 BLAST FURNACE
FILTER BLDG
COOLING TOWER
WATER SOFTENING PLANT
DIESEL REPAIR SHOP
OFFICE & LOCKER ROOM
PIG CASTING BLDG.
BRICK STORAGE
O.H. SKULL CRACKER
OPEN HEARTH FOURING
OPEN HEARTH CHARGING
OPEN HEARTH PAN & CAR STORAGE
OPEN HEARTH STOCK HOUSE
MOULD YARD
BOAKING PIT AREA
STORAGE AREA
MAINT OFFICE
MASON STORAGE
HEARTH STOCK HOUSE
PUMP HOUSE
SUB-STATION



NO. 7 BOILER HOUSE
WALKER THICKENER (BLAST FURNACE)
MECHANICAL SHOP
NO. 5 PUMP HOUSE
NO. 2 POWER HOUSE
NO. 4 BOILER HOUSE
BOOSTER PUMP HOUSE
DRY BLAST PUMP HOUSE
STORAGE
NO. 1 BLAST FURNACE
CAST HOUSE
NO. 2 BLAST FURNACE
FILTER BLDG
COOLING TOWER
STD BLAG CO
STANDARD BLAG CO
WATER FILTRATION PLANT CITY OF PORTSMOUTH
EDS
EDS
EDS
EDS
ND-3
C-5
OT-12
COKE SCREENING BLDG
CONVEYOR
QUENCH STATION
QUENCH VALVE HOUSE
PAINT HOUSE
OIL HOUSE
WELD SHOP
MACH SHOP
COKE OVEN (NEW)
2 COAL SHAKE-OUT BLDG
1 COAL SHAKE-OUT BLDG
2 COAL HANDLING
1 COAL HANDLING
BOILER HOUSE
QUENCHING TOWER
STEAM RED STATION
LIGHT OIL TANK
BRICK STORAGE
RECTIFIER HOUSE
PUMP HOUSE
WATER SOFTNER HOUSE
EXHAUSTER BLDG
WASH & LOCKER RM
COKE PLANT OFFICE & LAB
TAR DISTILLATE BLDG
PUMP HOUSE


WATER FILTRATION PLANT
CITY OF PORTSMOUTH
NF-6
OT-12
PUMP HOUSE

STATE OF OHIO
CHARLES R. MILLER
6977
REGISTERED SURVEYOR

REV. 2, ADDED WELL #5 & REVISED TOP CASING ELEVATION OF WELL #1 1/30/96, CRM

REV. 1, ADDED OSCO ZONE, 1/19/96, CRM

CERTIFICATION

I HEREBY CERTIFY THAT THE WELLS SHOWN HAVE BEEN SURVEYED AND ARE TRUE AND ACCURATE IN LOCATION TO PROPERTY BOUNDARY LINES TO THE BEST OF MY KNOWLEDGE.

Charles R. Miller

CHARLES R. MILLER R.L.S. NO. 6977

DATE 1/30/96

CRM LAND SURVEYING
Construction Layout Mapping Property Division
1321 Kinneys Lane, Portsmouth, Ohio 45662 614/353-3[illegible]

For: ENVIRONMENTAL CONSTRUCTION

Project: SOUTHERN OHIO PORT AUTHORITY

Project Site: SECTION 11, TOWNSHIP 1 NORTH, RANGE 21 WEST VILLAGE OF NEW BOSTON, SCIOTO COUNTY, OHIO

Title: BOUNDARY AND WELL LOCATIONS

Scale: 1" = 200'	Drawing No. 950510-13	Rev. 2
Date: 4/27/95		Drawn By: CRM

HEET 13 OF 17

N 274,200 E 1,878,600

E 1,878,800 MATCH SHEET 12 E 1,879,000

Wall

332

#4

SUB-STATION

Wall

Wall

Wall

333

RIVER

PUMP

HOUSE

E 1,278,600

N 273,400

E 1,879,000

N 274,400

N 274,600

Wall

Rail

Rail

212C COKE SCREENING BLDG

212B CONVEYOR

212A CONV HOUSE

Wall

Wall

Wall

Wall

Wall

250 QUENCH STATION

Overhead Pipe

QUENCH VALVE HOUSE

235 PAINT HOUSE

236 OIL HOUSE

232A WELD SHOP

231 MACH SHOP

250B

Valve Pit

250B

PUMP-HOUSE

Valve Pit

STEAM RED STATION

QUENCHING TOWER

Wall

LIGHT OIL TANK

Wall

Wall

MH

MH

SPARE PARTS BLDG

PIPE SHOP

Well (Abandoned)

Valve Pit

MH

Wall

RIVER PUMP HOUSE

(Abandoned)

AK000314

SHEET 14 OF 17

E 1,879,600

E 1,879,800 N 275,200 NO MATCH E 1,860,000

N 275,000

MATCH SHEET 12

Wall

Wall

Wall

Rail

D1

STD SLAG CO

STA

N 274,800

E 1,879,600

E 1,879,800 N 275,200 NO MATCH E 1,880,000 E 1,880,200

D1

D1

D1

STD SLAG CO

STANDARD SLAG CO

Wall

Wall

Wall

Wall

N 274,600

Ore Yard

Ore Bridge (Crane)

Rail

N 274,400

217D
#2 COAL SHAKE-OUT BLDG

217C
#1 COAL SHAKE-OUT BLDG

Wall

RIDGEWAY (ELEC CONTS)

STACK OFFICE

#2 COAL HANDLING

#1 COAL HANDLING

OH Pipe

Fire Hyd

Wall

Wall

Wall

217

Stack

217B

COKE OVEN (NEW)

Overhead Walk

#6 BOILER HOUSE

COKE

E 1,879,800

Rail

Oven Pusher

Rail

217D
#2 COAL SHAKE-OUT BLDG

217C
#1 COAL SHAKE-OUT BLDG

Wall

RIDGEWAY (ELEC CONTS)

STACK OFFICE

#2 COAL HANDLING

#1 COAL HANDLING

OH Pipe

217

Wall

Wall

Fire Hyd

Wall

217B

EN (NEW)

#6 BOILER HOUSE

217A

COKE OVENS (OLD)

Walk

Rail

Pipe

MH

Oil Pipe

RECTIFIER HOUSE

223A

Valve House

Valve House

Overhead Pipe

Overhead Pipes

OH Walk

Tank

Tank

Overhead Walks

226

BRICK

226A

224

223

OH Pipe

222

Pipe

Pipes

BLDG
OH
Walk
OH Pipe
Wall
OH Pipes
Wall
BRICK
STORAGE
226A
FOAMITE
GEN
HOUSE
Overhead
Walks
Overhead
Pipe
OH
Walk
Toilet Bldg
(Not In Use)
Valve Pit
OH
Walk
Deconter
Tank
OH Pipes
OH Pipe
224
PUMP HOUSE
Tank
Tank
224A
223
WATER
SOFTNER
HOUSE
OH Pipe
OH Pipe
EXHAUSTER
SHEET 13
MATCH
Wall
Wall
N 274,000
E 1,880,000
N 273,800
NO MATCH
40
0
40
80
120

ICK
ORAGE

225A
FOAMITE GEN HOUSE

Overhead Walks
Overhead Pipe
OH Walk

Toilet Bldg (Not In Use)

Valve Pit

OH Walk

OH Pipe

OH Pipes

224
PUMP HOUSE

Tank

Tank

Decanter Tank

224A

223
WATER SOFTNER HOUSE

OH Pipe

OH Pipe

222
EXHAUSTER BLDG

Parts Storage

Parts Storage

Coke Plant Maint Office

Wall

Wall

AK000315

SHEET 14 O

MATCH

40 0 40 80 120

SHEET 15 OF 17

E 1,880.600 N 275.400

NO MATCH

E 1,880.800

E 1,8

D1

Standard Slag Co

Wall

WATER FILTRATION PLANT
CITY OF PORTSMOUTH

NO MATCH

E 1,880.600 N 275.400

E 1,880.800

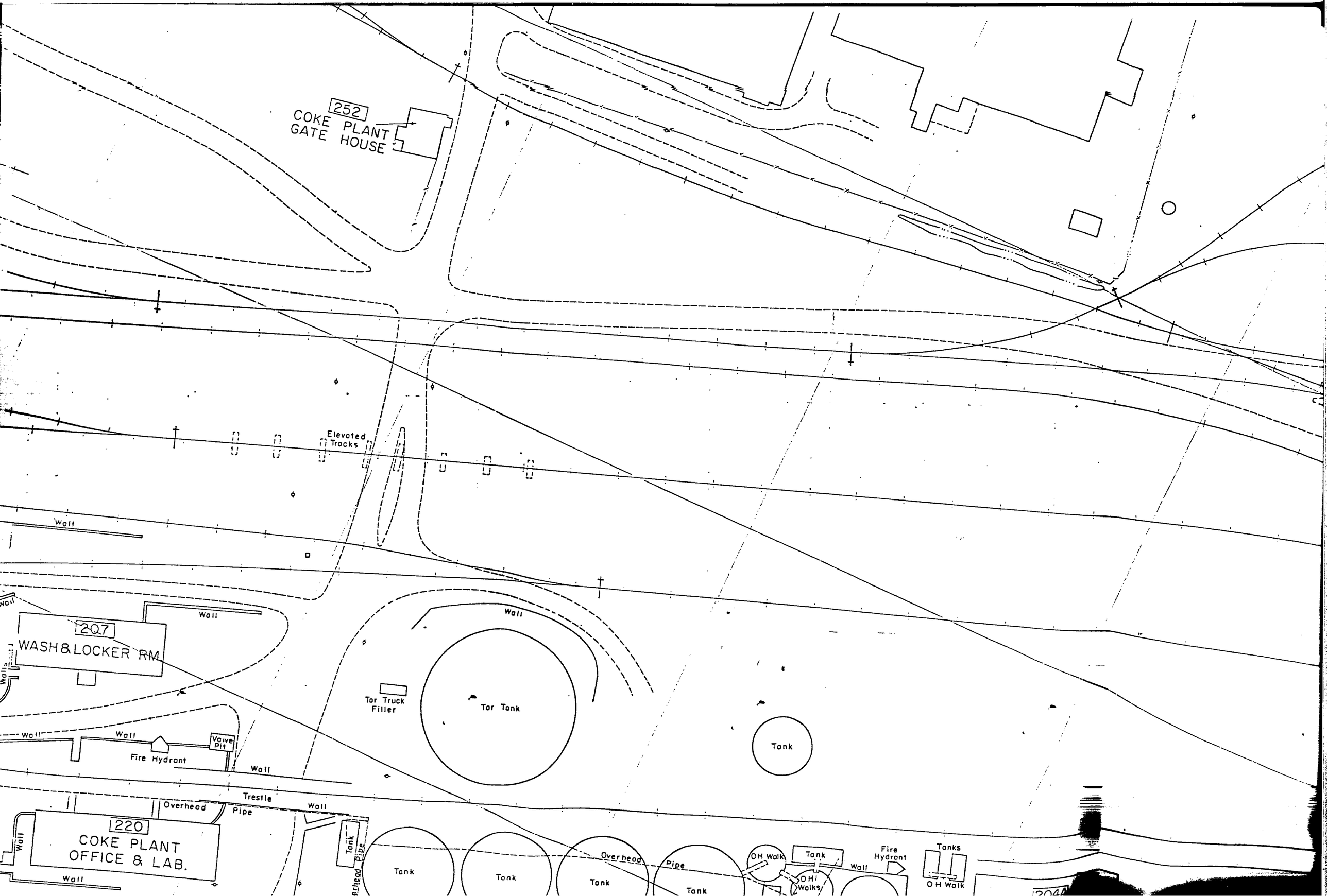
E 1,881.000

N 275,600

N 275,600 E 1,881.200

N 275,400

WATER FILTRATION PLANT
CITY OF PORTSMOUTH



252
COKE PLANT
GATE HOUSE
Elevated
Tracks
Wall
207
WASH & LOCKER RM
Wall
Tar Truck
Filler
Tar Tank
Tank
Wall
Wall
Valve
Pit
Fire Hydrant
Wall
Trestle
Overhead
Pipe
Wall
220
COKE PLANT
OFFICE & LAB.
Wall
Wall
Tank
Pipe
Tank
Tank
Tank
Overhead
Pipe
Tank
OH Walk
Tank
OH
Walks
Wall
Fire
Hydrant
Tanks
O H Walk

E 1,081,400 N 275,200

N 275,000

MATCH SHEET 16

Wall

Tar Tank

Tank

Tank

Overhead Pipe

Tank

OH Walk

Tank

OH Walks

Wall

Fire Hydrant

Tanks

OH Walk

204A

Overhead Pipe

Elev Plate

O H Pipe

Wall

TAR PLANT BLDG.

Transformers

Flood Pump Sta.

Tank

O H Pipes

Tank Tank Tank

Tank Tank

204

PUMP HOUSE

Tank

O H Walk

Tank

Tank

Tank

O H Pipe

Tar Shed

Wall

Wall

City Pump Sta. (Water)

O.H. Walk

Intake For City Water Supply

Overhead
Pipe
Elev Plate
Tank
O H Pipe
BLDG.
204 B
TAR PLANT BLDG.
Wall
204
PUMP HOUSE
Tank
Tank
Tank
Tank
Tank
O H Walk
Tank
Tank
O H Pipe
Tar Shed
Wall
Wall
E 1,081,600
N 274,600
AK000316
r City
Supply

11/29/67

DETROIT STEEL CORPORATION

(PORTSMOUTH, OHIO WORKS) DETROIT, MICH.

COMPANY GENERAL | MAPS & CHARTS

PLANT MAP

BUILDINGS & RAILROADS

DATE OF PHOTO 11-29-67

DR. BY	CHK'D	APP'D	CLASS 2 A 10	DATE	SHEET

SHEET 3 OF 3 SHEETS 35337

1967 HISTORICAL MAP OF SITE AREA

SOUTHERN OHIO PORT AUTHORITY

PHASE I SITE ASSESSMENT

FORMER DETROIT STEEL PROPERTY

202 VINE STREET

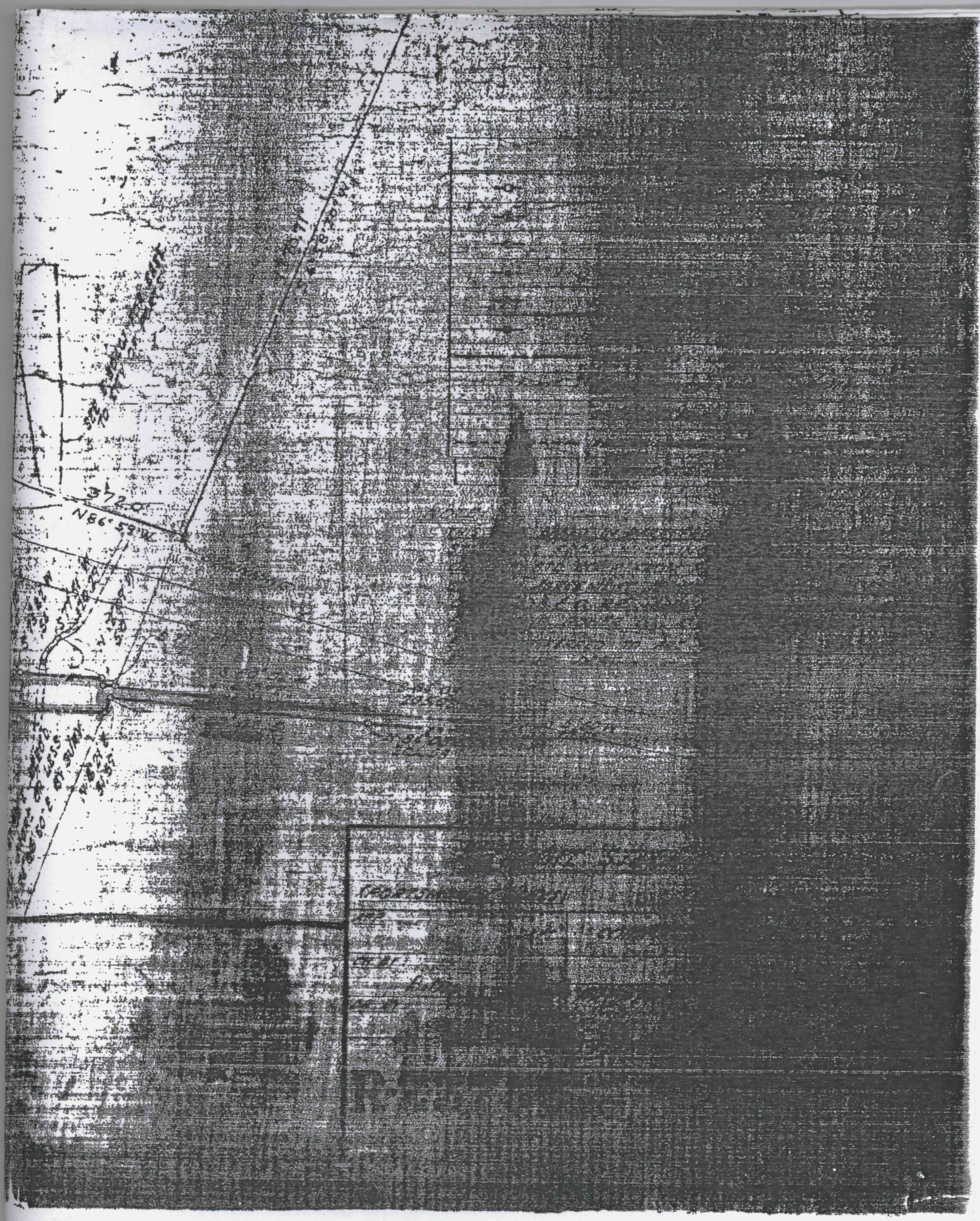
NEW BOSTON, SCIOTO COUNTY, OHIO

ESM, INC.
AKRON, OHIO

DRWG. BY: KDB DATE: 6-23-96 CLIENT: BCI

AK000317

SDG


372.0'
N86° 59' W

U.S. ROUTE

2512

234

DETROIT STEEL CORPORATION

023755

AK000319

DETROIT STEEL CORPORATION

(PORTSMOUTH WORKS) DETROIT, MICH.

APP.	DEPT.	COMPANY GENERAL
CH. BY.	DIV.	MAPS
DR. BY. G.S.T.	DESC.	SMALL SCALE MAP OF NATURAL GAS LINES FOR ENTIRE PLANT
R-23751	SCALE: 1" = 200'	DATE: 2-4-52

AK000320

PORTSMOUTH, OHIO

73

NEW BOSTON

72

71

70

0

Millbrook Lake

CLAYPOOL AV.

GALLIA AV.

RHODES AV.

MILLBROOK AV.

LAKEVIEW AV.

PARK AV.

RIVER AV.

5

5A

3

2

66

NO EXPOSURE

GALLIA COKE PILES

PORTSMOUTH WATER WORKS FILTRATION PLANT & PUMPING STA.

CONC RAW WATER BASIN

COAGULATING BASIN

WASH WATER & CONTACT TANK BUILT 1938 CONC

PORTSMOUTH DIVISION

for report see sheet No 32 ASSOC. RISK.

GAS HOLDER (105)

DETROIT STEEL CORP'N

THE STANDARD SLAG CO.

OVEN BLOCK MI-SA OVENS

PUSHER RAILS

CITY LIMITS PORTSMOUTH & BOSTON

NEW BOSTON

0

CLAYPOOL
Millbrook
GALLIA
RHODES AV.
MILLBROOK AV.
LAKEVIEW AV.
PARK AV.
NO EXPOSURE
71
70
66
GALLIA
COKE PILES
PORTSMOUTH WATER WORKS
FILTRATION & PUMPING PLANT
COAGULATING BASIN
CONC RAW WATER BASIN
CITY LIMITS
PORTSMOUTH
BOSTON
RIVER AV.
NEW BOSTON
THE STANDARD SLAG CO.
DETROIT STEEL CORP'N PORTSMOUTH DIVISION
for report see sheet No 32 ASSOC. RISK.
GAS HOLDER (205)
72
AKC

NEW BOSTON

72

71

CLAYPORT

AV.

RHODES AV.

MILLBROOK AV.

GALLIA

COKE PILES

PORTSMOUTH WATER WORKS FILTRATION & PUMPING PLANT

CONC RAW WATER BASIN

CONC RETAINING WALL

SETTLING BASIN

WOOD TRESTLE

STEEL FENCE

WIRE FENCE

DETROIT TOLEDO & IRONTON R.R. CO. PORTSMOUTH DIVISION

for report see sheet No 32

ENCLOSED BY 6' WIRE FENCE

PORTSMOUTH BOTTOM OF SLOPE

RIVER AV.

THE STANDARD SLAG CO.

PORTSMOUTH WATER WKS INTAKE NO.

Ohio RIVER

1964

AK000321

Ohio River

Conrail

Boston & Maine R.R.

Portsmouth Water Works Intake No.

Portsmouth Division

Detroit-Steel Co.

Open Block M1-54 Open

Steel Mains

Pusher Mains

Locker

Enclosed by 6' Wire Fence

For Report See Sheet No 32 Assoc. Risk.

Portsmouth Water Works Filtration Plant

Coagulating Basin

Conc. Retaining Wall

Conc. Ram Water Basin

The Standard Slag Co.

Gallia

Wire Fence

Coal

Rhodes Ave

Millbrook Ave

Portsmouth

Boston

Pier

Slope

Bottom

Top

Off.

Shop

Tank

Stor.

Pump

Scale

Sta.

PORTSMOUTH, OHIO

F. 72

NEW BOSTON

THE STANDARD SLAG CO

BY PRODUCTS PLANT

OVEN BLOCK No 2 - 54 OVENS

PUSHER RAILS

COKE WHARF

BACKS ON EMBANKMENT

GALLIA

COKE WHARF

D.E.T.R.O.I.T. STEEL CORPN

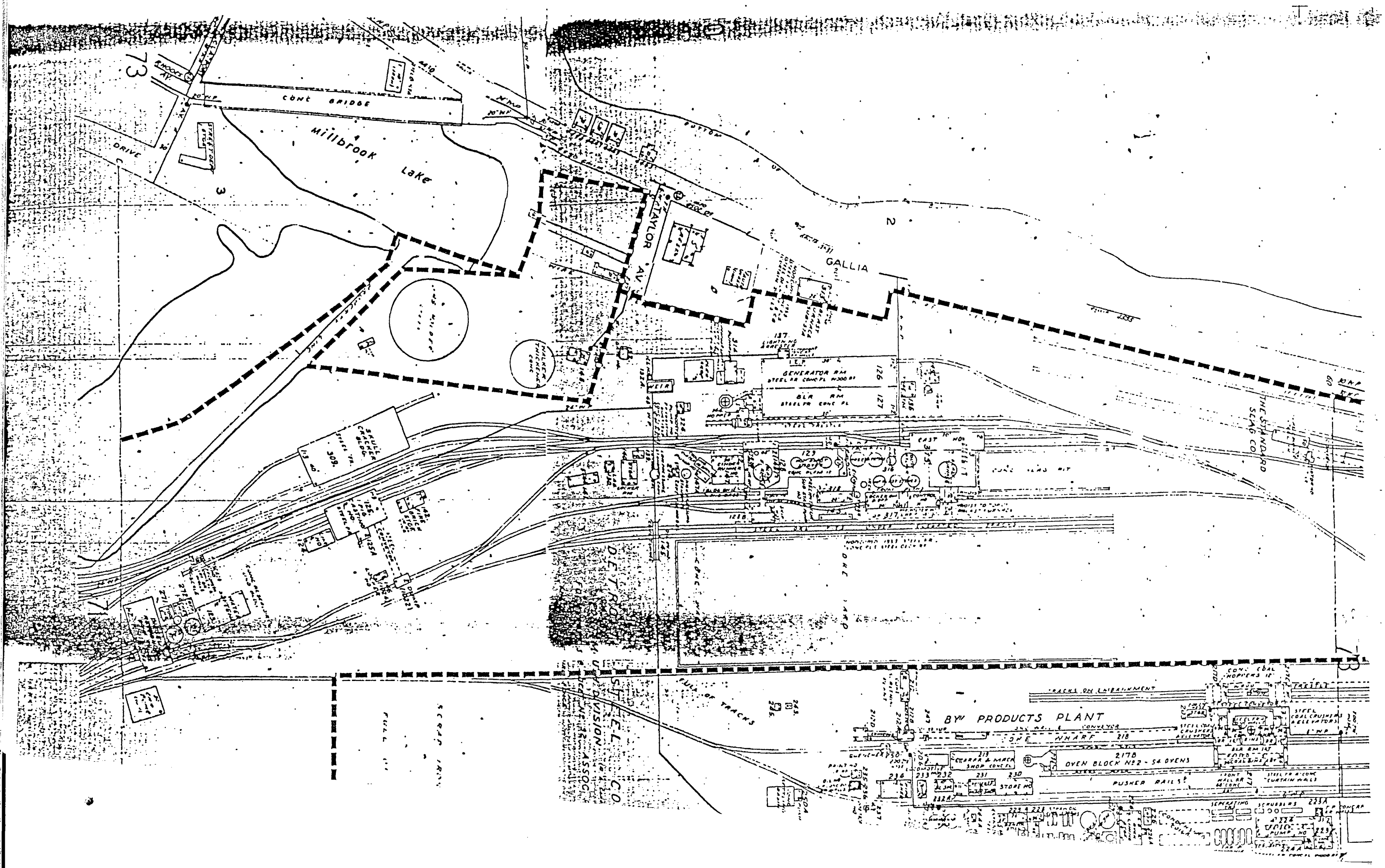
Ohio River

SCRAP IRON YARD

FULL OF TRACKS

SKULL CRACKER BLDG

WALKER THICKENER CONC



73
CONC BRIDGE
Millbrook Lake
DRIVE
TAYLOR AV.
GALLIA
GENERATOR RM
BLR RM
CAST HOUSE
THE STANDARD SLAG CO
DETROIT STEEL CO
BY PRODUCTS PLANT
OVEN BLOCK No 2 - 54 OVENS
PUSHER RAILS
TRACKS ON EMBANKMENT
FULL OF TRACKS

PORTSMOUTH, OHIO

71

NEW BOSTON

73

CLAYPORT AV.

DRIVE (NOT DEFINED) WIRE FENCE

LAKEVIEW AV.

THE OHIO POWER CO.
SUB. STA

SUB-STA
FIREPROOF CONCRETE
BUILT ABOUT 1927
CONC. FLOOR ON
RR RAILS

72

FULL OF TRACKS

308.

307.

306.

305.

OPEN HEARTH FURNACES
OR STEEL FR.
CONC. FR.

SCRAP STOR

PAN BUGGY STOR

STEEL FR.

BLDG

304

302

SOAKING PIT

MOTOR

STOR

STEEL FR.

106

105.
(104)

SOAKING PITS
STEEL

STEEL FR.

101.

102.

DETROIT STEEL CORP'N
PORTSMOUTH DIVISION
For report see sheet No. 92
ENCLOSED BY WIRE FENCE

ASSOC. RISK

303.

301

300

104.

BLOOMING MILL
STEEL FR.

MOTOR RM

BLOOMING MILL

SLAB BLDG

OPEN HEARTH SCRAP SHED

99. FIRE BRICK WHO

59A.

158.

TOOL HO

180

OPEN HEARTH FURNACES
10-BR STEEL FR
CONC FL

CRANE

CRANE

OPEN

TRUCK HO 2

DIE TRY HO 1

322

324

325

90. TRUCK REP & PAINT HO

6 INCP

1 FREIGHT
1 PASS CARS

NEW CENTER

STANTON AV.

60

WIRE FENCE

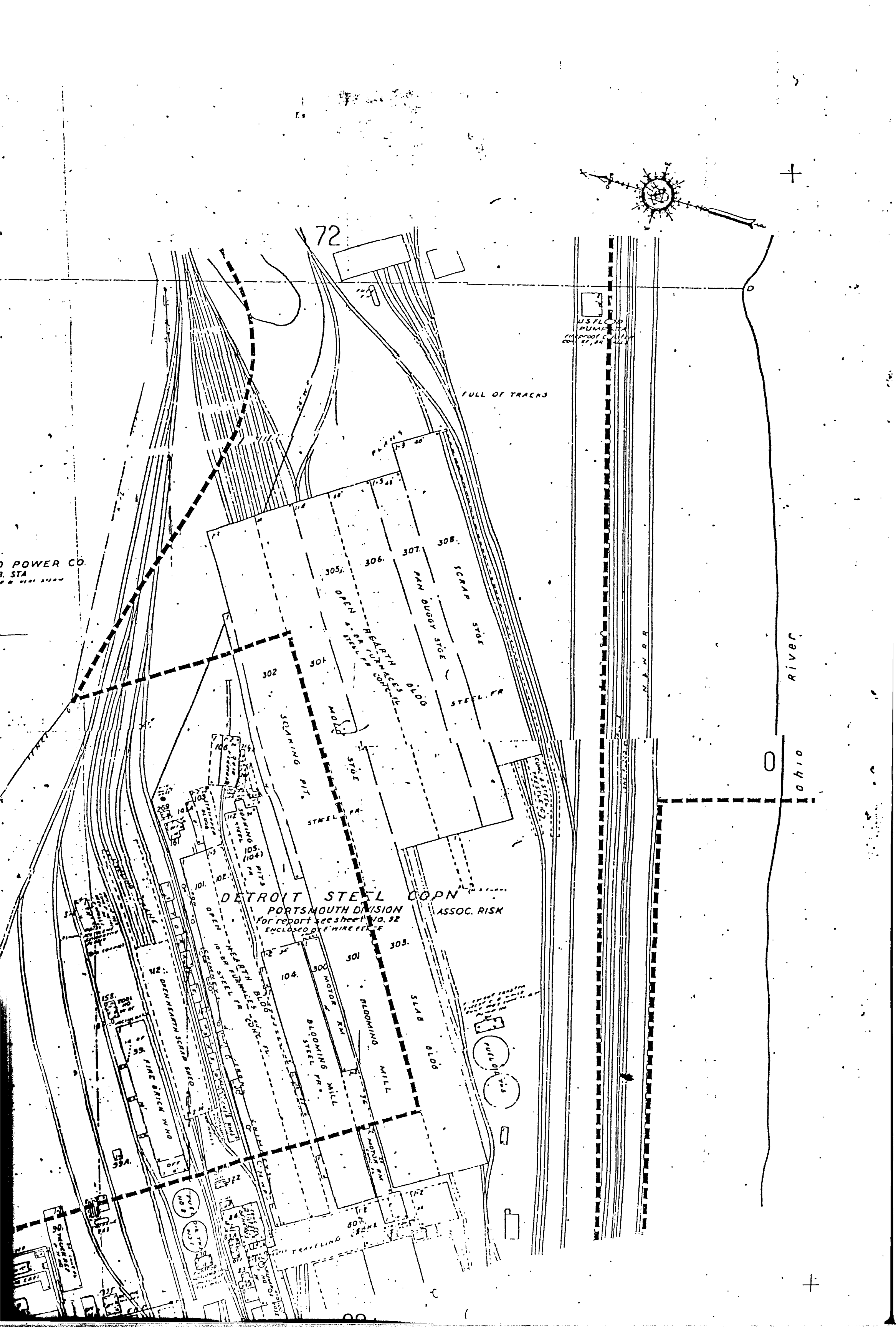
66

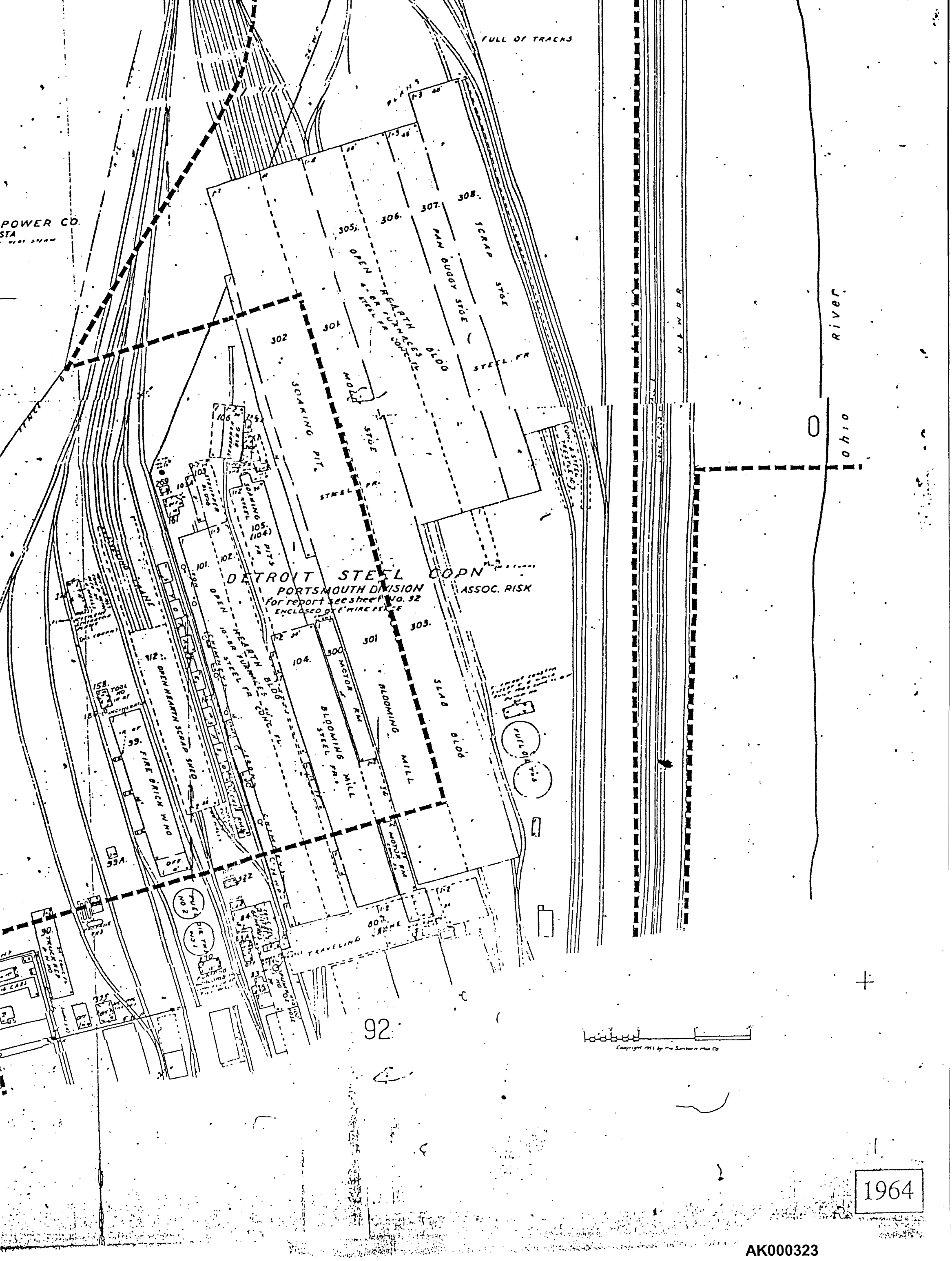
65

92

TRAVELING

60 CRANE


72
FULL OF TRACKS
U S FLOOD PUMP
POWER CO.
STA.
302
301
OPEN HEARTH FURNACES
SCRAP STOR
PAN BUGGY STOR
STEEL FR
SOAKING PIT
STEEL FR
MOLD
STOR
DETROIT STEEL CORP
PORTSMOUTH DIVISION
ASSOC. RISK
For report see sheet No. 92
ENCLOSED OPEN HEARTH
OPEN HEARTH SCRAP SHED
FIRE BRICK WHO
BLOOMING MILL
STEEL FR.
MOTOR RM
SLAB BLDG
BLOOMING MILL
MOTOR RM
TRAVELING
Ohio
River



1964

AK000323

73

DRIVE (NOT DEFINED) WIRE FENCE

LAKEVIEW AVE

SUB-STA
FIREPROOF BRICK
BUILT ABOUT 1927

THE OHIO POWER CO.
SUB. STA

66

65

92

DETROIT STEEL CORP
PORTSMOUTH DIVISION
For report see sheet No. 92
ENCLOSED BY WIRE FENCE

OPEN HEARTH FURNACES
10-BR STEEL FR

OPEN HEARTH SCRAP SHED

99 FIRE BRICK W HO

99A

BLOOMING MILL
STEEL FR.

SOAKING PITS
STEEL FR.

MOTOR RM

SLAB BLDG

TRACK NO 2

TRACK NO 1

TRAVELING

STANTON AV.

NEW CENTER

6" HP

1 FURN

18 CARS

60

301

302

303

304

305

306

307

104

105 (104)

101

102

103

158

159

160

161

PORTSMOUTH, OHIO

92

NEW BOSTON

71

91

GRACE AV

COLD STRIP MILL

18" CONTINUOUS MILL

ROLLED STEEL MAD

TRUCK LOADING

PICKLING

WELDING

SHEET METAL & PIPE DEPT

CAMP

FULL OF TRACKS

Ohio River

DETROIT STEEL CORP'N

PORTSMOUTH DIVISION. ASSOC. RISK

STEEL MILL

PREMISES FENCED ENCLOSED BY 6' WIRE FENCE

AUTO. SPRKS AS SHOWN

WATCHMAN WITH CLOCK ALSO PLANT PROTECTION FORCE HYDS WITH HOSE AS SHOWN HEAT STEAM & STOVES. POWER) ELEC. (E.P. CITY WATER

STANTON AV.

VINE

GRACE AV

OHIO

65

64

63

COLD STRIP MILL

TRUCK LOADING

PICKLING

WELDING

SHEET METAL & PIPE DEPT

18" CONTINUOUS MILL

FULL OF TRACKS

COLD STRIP MILL

STEEL FR EARTH FL CONC FL

ROLLED STEEL W HD

TRUCK LOADING

STEEL FR WOOD RF BR FC + CONC FL

WELDING

SHEET METAL & PIPE DEPT

CONC COAL HD

CONC COAL HD DOCK

O h i o R i v e r

1964

AK000324

DETROIT STEEL CORP'N

PORTSMOUTH DIVISION. ASSOC. RISK

STEEL MILL

PREMISES FENCED ENCLOSED BY 6' WIRE FENCE

AUTO. SPKLRS AS SHOWN

WATCHMAN WITH CLOCK ALSO PLANT PROTECTION FORCE HYDS WITH HOSE AS SHOWN HEAT STEAM & STOVES. POWER ELEC. F.P. CITY WATER

VINE

GRACE AV

OHIO

WEST AV

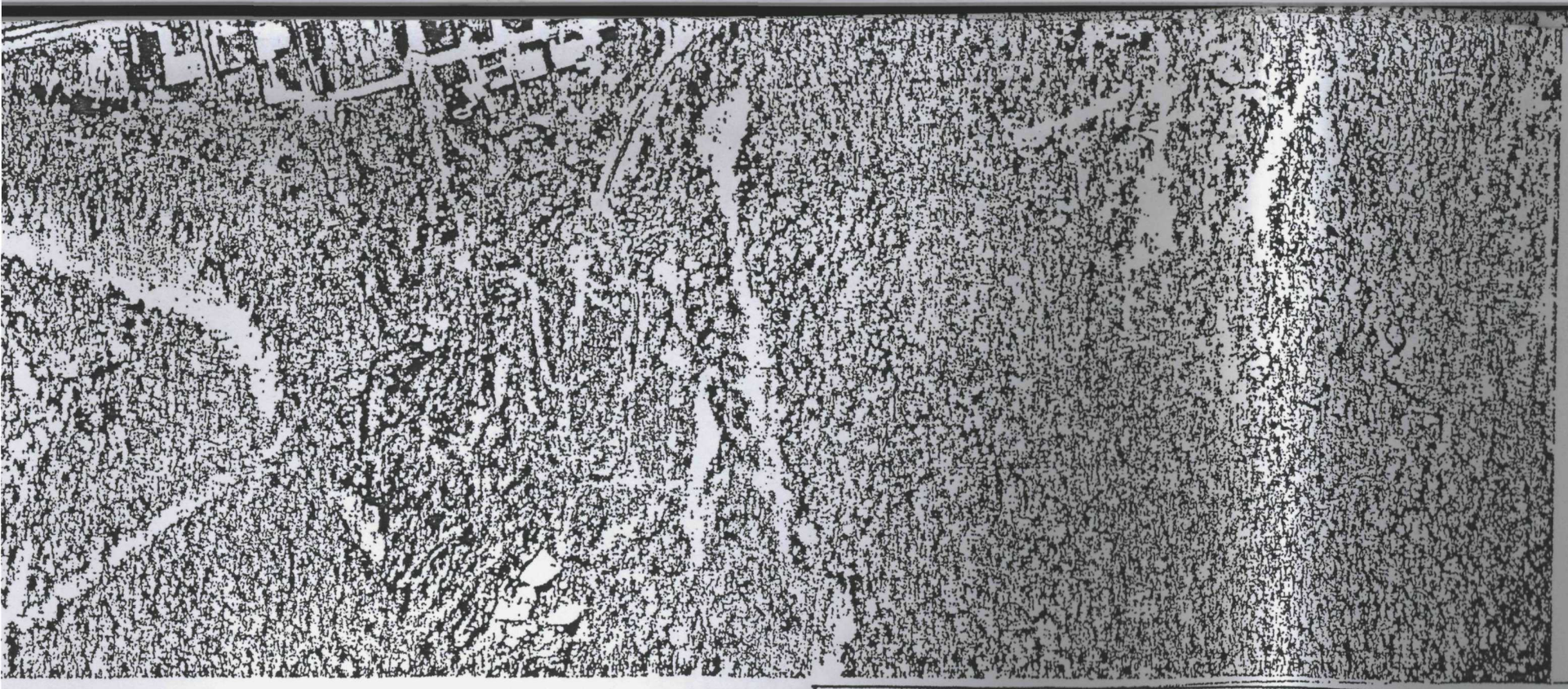
COLD STRIP MILL

TRUCK LOADING

64

63

91



OUTDATED & FOR REFERENCE ONLY
5379 DATED 1968

DETROIT STEEL CORPORATION

(PORTSMOUTH, OHIO WORKS) DETROIT, MICH.

COMPANY GENERAL	MAPS & CHARTS
PLANT MAP	
BUILDINGS & RAILROADS	
DATE OF PHOTO-11-29-67	
CLASS-2A10	SCALE- 1" = 200'
1967 MOSAIC	35377 R1

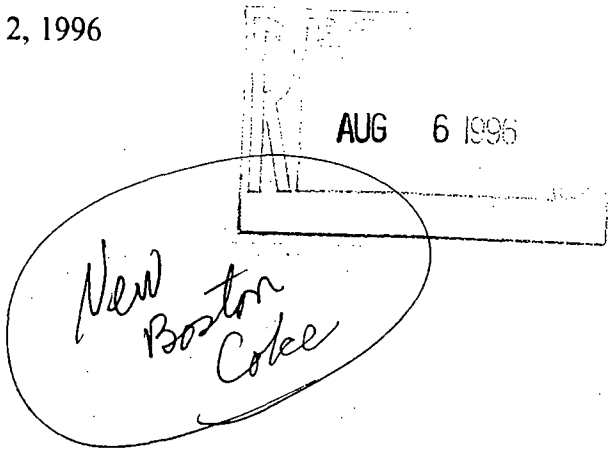
AK000325

ARMCO INC.

SPECIALTY FLAT-ROLLED STEELS
P.O. Box 832
Butler, PA 16003-0832
412-284-2000

Certified Mail Article No. Z 363 295 230

August 2, 1996



Mr. Donald Schregardus, Director
Ohio Environmental Protection Agency
1800 Watermark Drive
P. O. Box 1094
Columbus, OH 43266-0149

Re: Armco Inc.

Dear Director Schregardus:

This is a follow-up to my May 9, 1996 letter and a response to the letter sent by Catherine Stroup to me on July 16, 1996. While we appreciate the clarifications provided by Ms. Stroup, Armco continues to have several serious reservations concerning Ohio Environmental Protection Agency's (OEPA) selection of Armco as a target for potential enforcement matters concerning the New Boston Coke site. Our reservations are based on several broad concerns and certain specific concerns with respect to the environmental conditions and legal authorities cited for this matter.

From a policy perspective, it is important to note that the New Boston Coke plant is an operating facility, owned by parties other than Armco. It has been our experience that in cases of alleged mismanagement of hazardous waste at operating facilities, that state and federal authorities deal with that problem through RCRA "corrective action-type enforcement orders" directed at the operating entity. Not only is this practice well established in existing federal and state statutory law, but it avoids placing the state in the circumstance of ordering past owners to undertake clean-ups which are decidedly to the economic benefit of current owners. Armco believes that to the extent current conditions should be addressed, they should be addressed by the current owner. Also, it is important to realize that Armco itself had little or no operational experience with this facility. Any potential Armco liability is founded merely upon corporate transactions with Cyclops Corporation, an Armco predecessor. While certain theories of liability may exist based on corporate successor grounds, Armco had no operational history or experience with the plant.

On a more specific basis, we believe that the recitations found in the findings and orders, as well as explanations in Ms. Stroup's July 16, 1996 letter, do not amount to a legal basis for the "Invitation to negotiate." While Ms. Stroup relies on ORC §3734.20, it is our understanding that this section and related sections were designed to deal with hazardous waste facilities (under RCRA) or solid waste facilities under other provisions of the Ohio Revised Code. We are not aware that hazardous waste activity was conducted by Armco which would render liability under this provision. In fact, even though the facility as operated for a period of 70 years, the hazardous waste regulations did not even come into effect until 1980. While it is possible that current conditions at the site may reflect incidental spills of product, we do not believe these circumstances would be covered by the provision of the Code cited by your staff.

ARMCO

Additionally, we believe Ms. Stroup's statement that "a substantial threat posed by NBC site (exists) because there is an opportunity for employees and others to be exposed to hazardous waste" is not an appropriate mechanism for the suggestion that an order should be issued to the site. To the extent risks posed at the site exist for employees, we believe those risks are in the direct and exclusive jurisdiction of the Occupational Safety and Health Administration.

Finally, we remain concerned that Armco has been selected for this invitation to negotiate. There is no reason in law or fairness that Armco be the target of an order. Because of the apparent seriousness of this matter, we think a face-to-face meeting is required with you and/or Ed Kitchen at your earliest convenience. If you believe that further communication is required, please direct them to our counsel, Ms. LoVeen Moody and Mr. Louis Tosi.

Very truly yours,

Daniel F. Szwed
Director—Environmental Affairs

DFS:aec

xc: Catherine A. Stroup

REQUEST 17-18

PORTER, WRIGHT,
MORRIS & ARTHUR
Attorneys & Counselors at Law

41 South High Street
Columbus, Ohio 43215-6194
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J. JEFFREY MCNEALEY
614-227-2074
jmcnealey@porterwright.com

December 3, 1996

NBCC

Donald Schregardus
Director
Ohio EPA
1800 Watermark Drive
Columbus, Ohio 43266

Re: New Boston Coke Corporation

Dear Mr. Schregardus,

As you know, representatives of New Boston Coke Corporation ("New Boston") met with representatives of Ohio EPA on November 13, 1996 to discuss your May 8, 1996 letter and associated draft Findings and Orders. After discussing Ohio EPA's concerns and reviewing the available data, we do not feel that conditions at the New Boston site justify an emergency response of the nature and scope proposed by DERR. Instead, as we explained at the meeting with Ms. Stroup and other Ohio EPA representatives, New Boston proposes to proceed under the Voluntary Action Program ("VAP"). Entry into the VAP, however, is predicated upon withdrawal of your letter. See OAC 3745-300-02(C)(10), which excludes property that is the subject of an enforcement letter from participation in the program. My understanding, based on comments made by you to members of the VAP Steering Committee, is that withdrawal of this sort was anticipated as an option under the program, particularly in the absence of data supporting the DERR staff's assessment.

Proceeding under VAP allows New Boston to coordinate the investigation and any necessary remediation as part of ongoing construction and development at the site related to a federal consent order. Commencing work under the proposed Consent Order prior to completion of this construction would be counterproductive.

Furthermore, as we also explained at the meeting, New Boston operates on a very tight budget. The company came out of bankruptcy in 1986 and remains burdened by significant employee pension obligations, employee health insurance costs, and other ongoing Business concerns. As so forcefully stated by Mayor Gerlach in his letter to you of November 15, the continued viability of New Boston is essential to the Scioto County community. Superfluous and

ill founded expenditures defeat that goal. Implementation of the federal consent order has tied up all available resources in the near term. There simply are not sufficient funds available to launch a large scale investigation. Moreover, the conditions don't demand it. As the enclosed overheads show, there is no threat to health or safety of workers or the community. The DERR data is well within VAP levels for industrial properties.

Based on the foregoing, we believe there is more than enough data before you to support withdrawal of your May 8, 1996 letter and our entry into the Voluntary Action Program. New Boston's neighbor, SOPA, has already successfully completed a VAP project. As Mayor Gerlach pointed out, New Boston and the surrounding community could benefit greatly from the VAP and its incentives for development and job growth. We do not believe that conditions at the New Boston site warrant an emergency response, but rather, are ideally suited to implementation of the Voluntary Action Program.

We reiterate our offer to conduct a voluntary investigation and, if needed, remediation of the New Boston site and will submit a work plan for your review and comment within 60 days after the recision of your letter. Please call me at your earliest convenience to confirm your willingness to withdraw your letter and allow New Boston to proceed under the VAP.

Yours truly,

J. Jeffrey McNealey

cc: Catherine Stroup, Esq.
Al Franks
Fred J. Dery
C. Joseph Cronin
Mayor Gerlach
Mayor Warren

PORTER · WRIGHT · MORRIS · ARTHUR

DEC 5

bcc: Loveen Moody, Esq.
Rich Fahey, Esq.
Louis Tosi, Esq.

Based on Ohio EPA's Draft Findings and Orders, Ohio EPA's primary concerns are:

- Groundwater contamination
- Soil contamination
- Drinking water contamination
- Residential exposure

With the exception of one soil sample taken in 1992, ***Ohio EPA has not produced any data to substantiate these concerns.***

"There is the potential for employees at the Site to be exposed to . . . hazardous wastes . . . through contact with contaminated ground water . . . "

Ohio EPA Draft Findings & Orders

New Boston has installed 3 groundwater monitoring wells

- MW-1 -- north end of property (upgradient)
- MW-2 -- west end of property
- MW-3 -- east end of property
- Groundwater flows to the Ohio River

Samples taken in November 1996 show

- No Volatiles in any of the wells
- No Semi-volatiles in any of the wells
- No Selenium or Pyridine in any of the wells

Samples taken in October 1996 show

- No Volatiles in MW-2 or MW-3
- No Volatiles in MW-1 with the exception of .38 mg/L benzene in MW-1
- No Semi-volatiles in any of the wells
- No Selenium or Pyridine in any of the wells

OSHA Sampling shows NO adverse employee health effects

"The intake for Portsmouth's drinking water supply is located immediately upstream of the coke plant in the Ohio River. . . "

Ohio EPA Draft Findings & Orders

THERE IS NO EVIDENCE OF CONTAMINATION OF THE PORTSMOUTH DRINKING WATER SUPPLY.

Ohio River Sediment Testing:

- Ohio EPA 1995 testing of Ohio River Sediments near Plant shows no signs of Poly-Aromatic Hydrocarbons (PAH) in the sediments.

- U.S. EPA 1986 Testing showed PAH concentrations upstream higher than PAH concentrations near Plant; This is consistent with the idea that the Ohio River is the source of PAH.

Portsmouth Water Treatment Plant tests (1993 to present):

- No Benzene detected
- No Toluene detected
- No Xylenes detected
- No Selenium detected

New Boston Testing of Portsmouth Raw Water Intake (Sept. 30, 1996) shows:

- No Volatiles detected
- No Semivolatiles detected
- No Selenium detected

ORSANCO Ohio River Water Quality Testing (at Portsmouth, 1992 - 1995) shows:

- Benzene detected only 4 instances out of 1158 samples
- Toluene detected only 2 instances out of 641 samples
- No locally attributed sources; concentrations consistent with sampling upriver from Plant.

"Soils around the light oil loading area were contaminated with benzene at a level of 11000 parts per billion (ppb), toluene at 6400 ppb and total xylenes at 3600 ppb."

Ohio EPA Draft Findings and Orders

Ohio EPA relies on ONE sample (Sample #3) from its 1992 sampling as the basis for the allegation that there is extensive soil contamination. EPA's only other soil sample, taken at the same time, in the same general area, shows much lower concentrations of these chemicals.

OEPA Sampling (1992)

	Sample #3 (Method 8260)	*Sample #4 (Method 8260)*
Benzene	11,000 ug/kg 11,000 ppb	780 ug/L 780 ppb
Toluene	6,400 ug/kg 6,400 ppb	190 ug/L 190 ppb
Xylenes	3,600 ug/kg 3,600 ppb	58 ug/L 58 ppb

NBCC 1996 Soil Testing

October 1996 (west of Light Oil loading area)

- Five Samples taken
- No selenium detected
- No volatiles detected

November 1996 (Light Oil loading area)

- Four samples taken
- No selenium detected
- No volatiles detected

"There are residential neighborhoods located to both the west and north of the Site. It is possible that residents could be exposed to hazardous waste at the Site even though there is limited access. . . "

Ohio EPA Draft Findings and Orders

- Site is Active industrial facility.
- Site has 24-hour employee surveillance.
- Site is not easily accessible.

  It is bordered by:

North:	4-lane highway with no pedestrian traffic
South:	the Ohio river and a floodwall
West:	fence owned and maintained by SOPA
East:	floodwall and railroad tracks

- Historically, trespassing has been *de minimis.*
- ORC §1533.181 establishes no duty of care to trespassers.

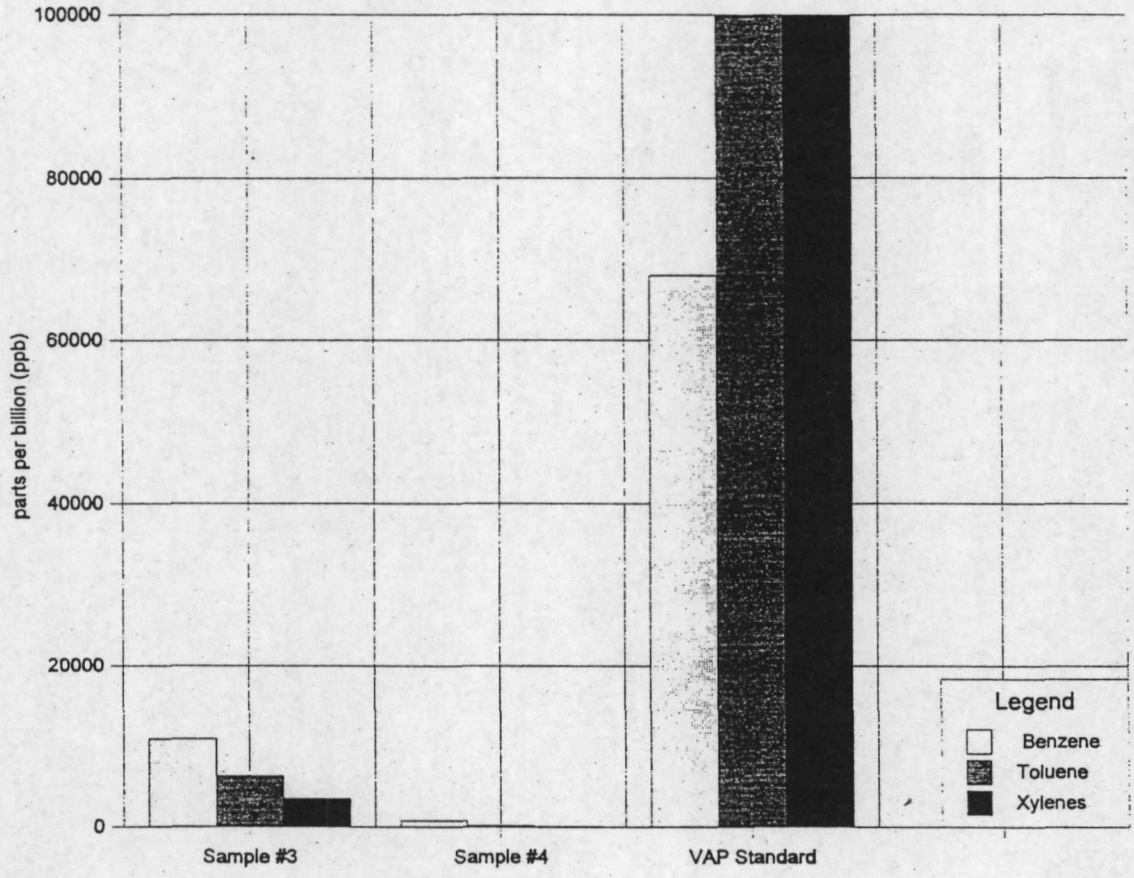
Ohio EPA Voluntary Action Program Generic Direct-Contact Soil Standards for Industrial Land Use Category

OAC 3745-300-08

Benzene	68 mg/kg (ppm) =	68,000 ug/kg (ppb)
Toluene	520 mg/kg (ppm) =	520,000 ug/kg (ppb)
Xylenes	1,500 mg/kg (ppm) =	1,500,000 ug/kg (ppb)

Compared to Ohio EPA 1992 testing. . .

	1992 Tests		VAP
	Sample #3	Sample #4	Standards
Benzene	11,000 ppb	780 ppb	68,000 ppb
Toluene	6,400 ppb	190 ppb	520,000 ppb
Xylenes	3,600 ppb	58 ppb	1,500,000 ppb



Ohio EPA Tests v. VAP Standards

AGREEMENT

THIS AGREEMENT (this "Agreement") dated the 9TH day of DECEMBER 1981, by and between CYCLOPS CORPORATION, a Pennsylvania corporation, (hereinafter "Cyclops") and AMERICAN BUCKEYE DEVELOPMENT CORPORATION, an Ohio corporation, (hereinafter "ABDC").

WITNESSETH:

WHEREAS, on or about November 21, 1980, Cyclops, as Seller, and ABDC, as Buyer, entered into a Purchase Agreement (hereinafter the "Purchase Agreement"), a copy of which, exclusive of attachments, is marked Exhibit A and attached hereto and by reference made a part hereof, for the sale of certain real and personal property; and

WHEREAS, on or about November 21, 1980, ABDC executed a Promissory Note (hereinafter the "Note"), a copy of which is marked Exhibit B, attached hereto and by reference made a part hereof; and

WHEREAS, in order to secure the obligation of the full and timely payment of principal, interest and other charges pursuant to the terms of the Note, ABDC made, executed and delivered to Cyclops a Mortgage Deed, recorded on November 21, 1980, in Mortgage Records Volume 563, Page 160, Scioto County Recorder's Office, and a Mortgage Deed of Correction, recorded on September 16, 1981, in Mortgage Records Volume 569, Page 209, Scioto County

Recorder's Office (hereinafter collectively referred to as the "Mortgage"), copies of which are collectively marked Exhibit C, attached hereto and by reference made a part hereof; and

WHEREAS, in order to secure the obligation of the full and timely payment of principal, interest and other charges pursuant to the terms of the Note, ABDC and Cyclops entered into a Security Agreement (hereinafter the "Security Agreement"), a copy of which is marked Exhibit D, attached hereto and by reference made a part hereof, and the security interests granted pursuant to the Security Agreement were perfected by filing a financing statement in the office of the Secretary of Ohio on December 8, 1980, and in the office of the Scioto County Recorder's Office on November 21, 1980; and

WHEREAS, ABDC was obligated to pay an installment pursuant to the terms of the Note to Cyclops on November 23, 1981, in the amount of One Million Dollars ($1,000,000.00), plus accrued interest at the rate of ten percent (10%) per annum plus real estate tax escrow deposits due December 1, 1981 and January 1, 1982, (hereinafter called the "Payments"); and

WHEREAS, ABDC failed to pay the Payments and is in default pursuant to the terms of the Note, the Mortgage and the Security Agreement; and

WHEREAS, pursuant to the terms of the Note, in the event of default by ABDC, Cyclops at its option may elect to declare the entire principal, interest and charges due under the Note immediately due and payable; and

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WHEREAS, pursuant to the terms of the Mortgage and the Security Agreement, in the event of a default by ABDC, Cyclops may foreclose the Mortgage and avail itself of the remedies of a secured party under the Uniform Commercial Code; and

WHEREAS, ABDC has notified Cyclops of its intention to make payment of the entire principal sum of the Note, plus accrued interest and charges thereon pursuant to the terms of the Note, based upon funds to be received on or before February 8, 1982, from certain third parties (hereinafter the "Principals"); and

WHEREAS, Cyclops has not accelerated the Note or pursued its remedies under the Mortgage or the Security Agreement based on ABDC's notice of its intention to pay the entire principal sum of the Note, plus accrued interest and charges thereon;

NOW, THEREFORE, in consideration of Cyclops' forbearance from accelerating the Note and its forbearance from foreclosing the Mortgage and exercising its rights under the Security Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cyclops and ABDC covenant, promise and agree as follows;

1. ABDC shall, on or before January 8, 1982, present to Cyclops an agreement in principle (hereinafter the "Commitment") signed by the Principals, committing the Principals to provide to ABDC, on or before February 8, 1982, funds sufficient to discharge the entire outstanding principal amount of Eleven Million Dollars ($11,000,000.00) under the Note plus accrued interest, charges, and tax escrow deposits, to the date of

payment with express agreement that at the time such funds are provided the entire outstanding principal amount of Eleven Million Dollars ($11,000,000.00) under the Note, plus accrued interest and charges to the date of payment, shall be discharged in full.

2. ABDC hereby agrees to apply the funds obtained pursuant to the Commitment to the payment of the entire outstanding principal amount of the Note, plus accrued interest and charges to the date of payment. Such payment shall be made to Cyclops by ABDC by certified or bank check concurrently with the receipt of the funds by ABDC from the Principals, but in any event such payment shall be made no later than February 8, 1982.

3. ABDC hereby agrees to abide by all the terms and conditions of the Note, the Mortgage and the Security Agreement other than those terms and conditions superseded by the terms and conditions of this Agreement.

4. ABDC hereby agrees that it shall not file a voluntary petition in bankruptcy under the Bankruptcy Code of the United States and ABDC shall not file any petition or institute any proceeding under any insolvency, bankruptcy or receivership law and ABDC further agrees that it shall not solicit, conspire, agree to, or in any way induce the filing of an involuntary petition in bankruptcy under the Bankruptcy Code of the United States or any petition or any proceeding under any insolvency, bankruptcy or receivership law against it by any third party or parties.

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5. In the event of a default of any term or condition of the Note, the Mortgage, the Security Agreement or this Agreement, other than nonpayment when due of the "Payments" as defined hereinabove, Cyclops, at its option, may immediately file a complaint in the Common Pleas Court of Scioto County, Ohio, or any other court of competent jurisdiction, seeking a judgment on the Note, foreclosure of the Mortgage and the exercise of its rights under the Security Agreement and a sale of the property subject thereto, or may pursue any other remedy available to Cyclops at law or in equity (hereinafter the "Action"). ABDC hereby agrees to make an appearance in the Action and ABDC further agrees that pursuant to Section 2323.12 of the Ohio Revised Code, it shall confess judgment on the Note and consent to the foreclosure of the Mortgage and to the exercise of Cyclops' rights under the Security Agreement and shall further consent to an order of sale of the property subject thereto.

6. ABDC agrees that, simultaneously with the execution of this Agreement, it shall cause to be delivered to Cyclops a duly authorized and executed warrant of attorney in a form similar to the form marked Exhibit E, attached hereto and by reference made a part hereof (hereinafter the "Warrant") together with a certified resolution of the Board of Directors of ABDC authorizing the execution and delivery of the Warrant. The Warrant shall authorize and designate any attorney-at-law licensed to practice in the State of Ohio on behalf of ABDC, to waive service of summons, to enter an appearance, to confess

judgment on the Note and to consent to the entry of an order foreclosing the Mortgage and to the exercise of Cyclops' rights under the Security Agreement and ordering the sale of the property subject thereto in favor of Cyclops.

7. ABDC hereby agrees that it shall not take any action to delay proceedings in the Action and in the entry of a judgment in the Action or any action brought by Cyclops on the Note, the Mortgage, the Security Agreement, this Agreement or otherwise and ABDC further agrees that it shall not raise or assert any defense in the Action or any action brought by Cyclops on the Note, the Mortgage, the Security Agreement, this Agreement or otherwise.

8. Cyclops hereby agrees for and during the periods of time mentioned in Paragraph 1 and subject to the conditions set forth in Paragraphs 1, 2 and 5 hereof to forbear from any action accelerating the Note, foreclosing the Mortgage, and/or exercising its rights under the Security Agreement.

9. This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto.

10. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. There are no other agreements, written or oral, that modify this Agreement.

11. This Agreement, the relations, rights, and duties of

the parties hereto and all matters pertaining to the transactions set forth herein shall be governed by the laws of the State of Ohio.

CYCLOPS CORPORATION

By: _____

Title: Vice President

AMERICAN BUCKEYE DEVELOPMENT CORPORATION

By: _____

Title: President

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EXHIBIT A

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EXHIBIT A

PURCHASE AGREEMENT

THIS AGREEMENT made as of the 21st day of November, 1980 by and between CYCLOPS CORPORATION, a Pennsylvania corporation having its principal place of business at 650 Washington Road, Pittsburgh, Pennsylvania ("Cyclops"),

A
N
D

AMERICAN BUCKEYE DEVELOPMENT CORPORATION, an Ohio corporation having its principal place of business at 3879 Rhodes Avenue, New Boston, Ohio ("Buckeye").

WITNESSETH

WHEREAS, Cyclops is the owner of certain real property situate in Portsmouth, Ohio, more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Property"), and is desirous of selling the same; and

WHEREAS, Cyclops is the owner of certain tangible personal property located upon the Real Property, and is also desirous of selling such personal property; and

WHEREAS, Buckeye is desirous of purchasing the Real Property and said personal property and Cyclops is willing to sell the same to Buckeye, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto mutually agree as follows:

1. Sale of Assets. Subject to the terms and conditions of this Agreement and against delivery of the Purchase Price in the manner and amount provided in paragraph 2 of this Agreement and assumption of the contractual obligations referred to in paragraph 3 of this Agreement, Cyclops hereby agrees at the Closing, hereinafter defined, to sell, transfer, assign, convey and deliver to Buckeye and Buckeye hereby agrees to accept and receive from Cyclops:

(a) by general warranty deed, title in fee simple of a quality insurable at normal rates (without exception other than those exceptions listed and described on Exhibit B hereto) to the Real Property;

(b) by bill of sale or other appropriate instruments, all of the furniture, office equipment and hospital equipment owned by Cyclops, located as of the date hereof within certain buildings situated on the Real Property, and listed in Exhibit C hereto (the "Personal Property").

The Real Property and Personal Property shall be sometimes hereinafter collectively referred to as the "Assets". Buckeye has thoroughly inspected and is familiar with the Assets, and ACKNOWLEDGES THAT IT IS PURCHASING THE ASSETS "AS

IS - WITH ALL FAULTS" AND "WHERE IS" AND THAT CYCLOPS MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE OF ANY OF THE ASSETS, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE ASSETS EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.

2. Purchase Price. The Purchase Price for the Assets shall be Thirteen Million Dollars ($13,000,000), payable in the following manner:

(a) Buckeye has deposited with Cyclops Two Hundred Fifty Thousand Dollars ($250,000) (the "Cash Deposit").

(b) At the Closing, subject to the provisions of subparagraph (d) below, Buckeye shall pay to Cyclops One Million Five Hundred Thousand Dollars ($1,500,000) in funds immediately available at Pittsburgh, Pennsylvania.

(c) At the Closing, Buckeye shall deliver to Cyclops a note in the principal amount of Eleven Million Two Hundred Fifty Thousand Dollars ($11,250,000) substantially in the form of Exhibit D, secured by a first lien on the Assets evidenced by a mortgage substantially in the form of Exhibit E, a security agreement substantially in the form of Exhibit F, and financing statements satisfactory for filing where necessary for perfection of a first lien security interest in the Assets.

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(d) Water and sewer charges and all utilities with respect to the Real Property shall be prorated between the parties at and as of the Closing Date and the payment provided for in subparagraph (b) above shall be adjusted accordingly. Cyclops hereby agrees to assume and pay and to hold Buckeye harmless from the payment of (i) all real estate taxes with respect to the Real Property which become due for the first half of 1980, and (ii) 78.1% of such real estate taxes for the second half of 1980. Buckeye agrees to assume and pay and to hold Cyclops harmless from the payment of 21.9% of the real estate taxes with respect to the Real Property which become due for the second half of 1980.

3. Assumption of Joint Use and Other Contracts and Obligations. Buckeye hereby agrees to assume and agree to perform and hold Cyclops harmless from any and all of its obligations under the Joint Use Contract (Raw Water) and Joint Use Contract (Electrical Power), each dated November 21, 1980, between Cyclops and New Boston Coke Corporation, an Ohio corporation, under the letter agreement dated November 7, 1980 between such parties respecting the use of the "diesel shop" by New Boston Coke Corporation, and under such other contracts, agreements, permits, easements and licenses as are listed in Schedule 1 to the Assumption Agreement referred to in paragraph 9(c) hereof.

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4. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at 200 Bank One Plaza, Portsmouth, Ohio at 11:00 A.M. on a day agreed upon by the parties (the "Closing Date"), but in no event later than November 21, 1980.

5. Covenants, Representations and Warranties of Cyclops. Cyclops covenants, represents and warrants with and to Buckeye as follows:

(a) Organization and Good Standing of Cyclops. Cyclops is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and has the corporate power and authority to own the Assets. Cyclops is duly qualified to do business as a foreign corporation and is in good standing in the State of Ohio.

(b) Authorization of Agreement. Cyclops has the corporate power and authority and has duly taken all corporate action necessary to authorize the execution, delivery and performance of this Agreement by Cyclops and the consummation of the transactions contemplated hereby. None of the foregoing actions will result in any violation of any judicial or administrative order, judgment or decree, or conflict with or result in a breach of or constitute a default under the terms and provisions of the Articles of Incorporation or By-laws of

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Cyclops or of any mortgage, lease or other agreement or instrument to which Cyclops is a party or any of the Assets is subject.

(c) Personal Property. Cyclops has good and marketable title to the Personal Property, free and clear of any lien or encumbrance, except for (i) liens of taxes and governmental charges (x) not yet payable or payable without penalty so long as payable, or (y) the validity of which Cyclops is contesting in good faith by appropriate action; (ii) liens arising by reason of any judgment, decree or order of any court so long as any appropriate legal proceedings which may have been duly initiated for the review of such judgment, decree or order shall not have been finally determined or so long as the period within which such proceedings may be initiated shall not have expired; and (iii) liens, charges and encumbrances which do not materially detract from the value of the affected portion of the Personal Property or materially interfere with or impair the continued utilization of such assets substantially in the manner in which such assets are now utilized.

(d) Real Property. Cyclops has good and marketable title in fee simple to the Real Property free and clear of all material easements, rights, mortgages, charges, pledges, liens, restrictions or other encumbrances, except as set forth in Exhibit B hereto.

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(e) Litigation. Except as set forth in Exhibit G hereto, there is no litigation, action, suit or proceeding pending, or to the knowledge of Cyclops, threatened against Cyclops with respect to the Assets before any court, agency or other governmental body which, if adversely determined, might have a material adverse effect upon the Assets, or which seeks to enjoin or prohibit or otherwise challenges the transactions contemplated by this Agreement.

(f) Covenant Not to Sell. From and after the date hereof, Cyclops will not sell, transfer or remove or otherwise dispose of any of the Personal Property.

6. Covenants, Representations and Warranties of Buckeye. Buckeye covenants, represents and warrants with and to Cyclops as follows:

(a) Organization and Good Standing of Buckeye. Buckeye is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio.

(b) Authorization of Agreement. Buckeye has the corporate power and authority and has duly taken all corporate action necessary to authorize the execution, delivery and performance of this Agreement; the promissory note, the mortgage, the security agreement and the assumption agreement (as defined in paragraphs 2(c) and

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9(c) hereof; and the consummation of the transactions contemplated hereby by Buckeye. None of the foregoing actions will result in a violation of any judicial or administrative order, judgment or decree, or conflict with or result in a breach of or constitute a default under the terms and provisions of the Articles of Incorporation or By-laws of Buckeye or of any mortgage, lease or other agreement or instrument to which Buckeye is a party or by which Buckeye or its property is bound or is subject.

(c) Litigation. Except as set forth in Exhibit H hereto, there is no litigation, action, suit, or proceeding pending, or to the knowledge of Buckeye, threatened against Buckeye or any affiliated company which seeks to enjoin or prohibit or otherwise challenges the transactions contemplated by this Agreement.

7. Access of Cyclops and Other Parties to Property.

(a) For a period of three years from and after the Closing Date, Buckeye agrees to permit Cyclops without charge to maintain on the Real Property all machinery, equipment and other tangible personal property of Cyclops located on the Real Property on the date hereof which machinery, equipment and other tangible personal property is not to be transferred to Buckeye hereunder and which in part is listed on Exhibit I hereto, and to move or remove such property as Cyclops shall deem necessary or

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appropriate; and Buckeye further agrees that at all times during such period employees, agents and representatives of Cyclops shall have a right of full and complete access at all reasonable times to such machinery, equipment and other tangible personal property. Buckeye agrees to use its best efforts to secure and protect such machinery, equipment and other tangible personal property in a commercially reasonable manner; and that it will not move or otherwise disturb any of such property without Cyclops' consent. Such agreement is not intended to create an obligation of Buckeye to insure such property against casualty or damage by any third party.

(b) For a period of eighteen months from and after the Closing Date, Buckeye agrees to permit certain parties designated by Cyclops, without charge, to maintain on the Real Property certain coke inventories presently located thereon and owned by them respectively, and to permit such parties to move or remove their respective property as they may deem necessary or appropriate; and Buckeye further agrees that at all times during such period employees, agents and representatives of such parties shall have a right of full and complete access by rail, road, or otherwise, to their respective coke inventories. Buckeye agrees to use its best efforts to secure and protect such coke

inventories in a commercially reasonable manner; and that it will not move or otherwise disturb any such inventories without the consent of the owner thereof. Such agreement is not intended to create an obligation of Buckeye to insure such inventories against casualty or damage by any third party.

(c) For a period of eighteen months from and after the Closing Date, Buckeye hereby grants to Cyclops the right to sole use and possession of two offices in the building located on the Real Property which is presently used as a personnel building, and three offices in the building located on the Real Property which is presently the main office building. Buckeye shall also provide telephone service and use of customary office equipment in connection with all of such services. Cyclops agrees to reimburse Buckeye for reasonable costs incurred by Buckeye in connection with such use.

8. Closing Documents to be Delivered to Cyclops. At the Closing, Cyclops shall deliver or cause to be delivered to Buckeye:

(a) A duly executed bill of sale (without warranty except title) covering the Personal Property.

(b) A general warranty deed to the Real Property duly executed and acknowledged and in proper form for recording.

(c) A certificate of any Vice President of Cyclops dated the Closing Date, certifying that each and every representation and warranty of Cyclops set forth in paragraph 5 hereof is accurate in all material respects on and as of the date hereof and on and as of the Closing Date, and that each and every obligation required to be performed hereunder by Cyclops prior to the Closing Date has been performed in all material respects.

(d) A certified copy of the resolutions of the Board of Directors of Cyclops approving the transactions contemplated by this Agreement.

(e) An opinion of counsel for Cyclops dated the Closing Date in form and substance reasonably satisfactory to counsel for Buckeye, to the effect that:

(i) Cyclops is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and has the corporate power and authority to own the Assets. Cyclops is duly qualified to do business as a foreign corporation and is in good standing in the State of Ohio.

(ii) Cyclops has the corporate power and authority and has duly taken all corporate action necessary to authorize

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the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by Cyclops, and this Agreement constitutes the valid, binding and enforceable obligation of Cyclops. None of the foregoing actions will result in any violation of any judicial or administrative order, judgment or decree known to such counsel, or conflict with or result in a breach of or constitute a default under the terms and provisions of the Articles of Incorporation or By-laws of Cyclops or to the best of such counsel's knowledge of any mortgage, lease or other agreement or instrument to which Cyclops is a party or any of the Assets is subject.

(iii) Except as may be specified by such counsel, such counsel does not know of any litigation, action, suit or proceeding pending against Cyclops with respect to the Assets before any court, agency or other governmental body which, if adversely determined, might have a material adverse effect upon the Assets, or which seeks to enjoin

or prohibit or otherwise challenges the transactions contemplated by this Agreement.

In rendering the foregoing opinion, such counsel may rely upon opinions of other counsel as to specified matters, and such counsel may also rely, as to matters of fact, upon certificates of principal officers of Cyclops and certificates of appropriate governmental officials.

9. Closing Documents to be Delivered by Buckeye. In addition to the payment and delivery of the Purchase Price in the manner provided in paragraph 2 of this Agreement, including delivery of the mortgage, security agreement and financing statements, Buckeye shall cause to be delivered to Cyclops at the Closing:

(a) A certificate of the chief executive officer of Buckeye dated the Closing Date, certifying that each and every representation and warranty of Buckeye set forth in paragraph 6 hereof is accurate in all material respects on and as of the date hereof and on and as of the Closing Date, and that each and every obligation required to be performed hereunder by Buckeye prior to the Closing has been performed.

(b) An opinion of Burton, Johnson & McKenzie, Co., L.P.A. dated the Closing Date in form and substance reasonably satisfactory to counsel for Cyclops to the effect that:

(i) Buckeye is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio.

(ii) Buckeye has the corporate power and authority and has duly taken all corporate action necessary to authorize the execution, delivery and performance of this Agreement, the promissory note, the mortgage, the security agreement and the assumption agreement, and the consummation of the transactions contemplated hereby by Buckeye, and this Agreement constitutes the valid, binding and enforceable obligation of Buckeye. None of the foregoing actions will result in a violation of any judicial or administrative order, judgment or decree known to such counsel, or conflict with or result in a breach of or constitute a default under the terms and provisions of the Articles of Incorporation or By-Laws of Buckeye or to the best of such counsel's knowledge of any mortgage, lease or other agreement or instrument to which Buckeye is a party or by which Buckeye or its property is bound or is subject.

(iii) Except as may be specified by such counsel, there is no litigation, action, suit, or proceeding pending, or to the knowledge of such counsel, threatened against Buckeye or any affiliated company which seeks to enjoin or prohibit or otherwise challenges the transactions contemplated by this Agreement.

In rendering the foregoing opinion, such counsel may rely upon opinions of other counsel as to specified matters, and such counsel may also rely, as to matters of fact, upon certificates of principal officers of Buckeye and certificates of appropriate governmental officials.

(c) An Assumption Agreement substantially in the form of Exhibit J whereby Buckeye assumes certain contractual obligations of Cyclops as set forth in paragraph 3 of this Agreement.

10. Survival of Representations and Warranties. Representations and warranties made by Cyclops shall expire at the Closing Date, and no liability for breach of any representation or warranty or failure to perform any covenant set forth in paragraph 5 of this Agreement shall accrue or arise at any time subsequent to the Closing Date. Representations and warranties of Buckeye hereunder shall survive the Closing Date.

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11. Brokerage and Finder's Fees. Cyclops and Buckeye represent to and agree with each other that no broker or finder has been involved in any manner in the negotiation, execution or consummation of this Agreement. Cyclops agrees to indemnify and save Buckeye harmless from and against any and all claims, liabilities or obligations with respect to brokerage or finders' fees or commissions in connection with the transactions contemplated by this Agreement asserted by any person on the basis of any statement or representation alleged to have been made by Cyclops. Buckeye hereby agrees to indemnify and save Cyclops harmless from and against any and all such claims, liabilities, or obligations asserted by any person or persons on the basis of any statement or representation alleged to have been made by Buckeye.

12. Expenses; Transfer Taxes. Each of the parties to this Agreement shall bear all expenses incurred by it in connection with this Agreement and the consummation of the transactions contemplated hereby (including counsel fees), except that all expenses of transfer, including, without limitation, sales, use, gross receipts and similar taxes, but excepting recording and filing fees and expenses, which shall be paid by Buckeye, shall be paid by Cyclops or Buckeye in accordance with local custom or law, and, where such local custom or law is not readily ascertainable, shall be equally shared by Cyclops and Buckeye. The cost of any title insurance policy for the benefit of Buckeye shall be paid by Buckeye.

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13. Risk of Loss; Insurance. Cyclops agrees up to and including the Closing Date to continue to carry fire and extended coverage insurance in the form and amounts presently carried by it upon the Assets. If, prior to the Closing Date, any loss or damage to any of the Assets by fire or other casualty occurs, or all or a part of the Assets is taken by eminent domain, Buckeye's obligation to close shall not be affected and Cyclops shall assign to Buckeye all of its right, title and interest in and to any and all claims to recover for said damage under Cyclop's applicable insurance policy, or any and all claims for just compensation from the applicable governmental body.

14. Termination; Default.

(a) If Buckeye fails or refuses to perform any one or more of its obligations required to be performed at the Closing under paragraphs 2, 3 or 9 of this Agreement, the Cash Deposit shall be retained by Cyclops as liquidated damages (and not as a penalty); and this Agreement shall thereupon be terminated and shall be null and void.

(b) If the Closing shall not have occurred on or prior to November 21, 1980 for reasons other than failure or refusal to perform of Buckeye as set forth in subparagraph (a), Cyclops shall refund the Cash Deposit in full to Buckeye, without interest; and this Agreement shall thereupon be terminated and shall be null and void.

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15. Benefit. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. This Agreement shall not be assigned by either party hereto without the written consent of the other party.

16. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

17. Notices. All notices, demands and requests required or permitted to be given hereunder shall be deemed duly given if mailed by registered mail, postage prepaid, and subject to the subsequent designation of another address, addressed as follows:

If to Cyclops:

Cyclops Corporation
650 Washington Road
Pittsburgh, Pennsylvania 15228
Attention: Robert A. Kushner,
Vice President, Secretary and
General Counsel

If to Buckeye:

American Buckeye Development
Corporation
3879 Rhodes Avenue
New Boston, Ohio 45662
Attention: Paul M. Brown,
President

18. Entire Agreement. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, representations and warranties among such parties as to the subject matter hereof, including, without limitation, the Option Agreement between Cyclops and American Buckeye Corporation dated June 18, 1980.

19. Headings. The headings of the paragraphs contained in this Agreement are for convenience of reference only and do

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not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.

20. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party.

IN WITNESS WHEREOF, each of Cyclops and Buckeye has caused this Agreement to be duly executed, sealed and delivered in its name and on its behalf, all as of the day and year first above written.

(Corporate Seal)

Attest:

CYCLOPS CORPORATION

Assistant Secretary

By Vice President

(Corporate Seal)

Attest:

AMERICAN BUCKEYE DEVELOPMENT CORPORATION

Michael A. Brown
Secretary

By Paul M. Brown
President

AGREEMENT

THIS AGREEMENT, made and entered into as of the 17th 20th day of August, 1970 by and between CYCLOPS CORPORATION, a corporation organized and existing under the laws of the State of Pennsylvania (hereinafter called "Cyclops"), and DETROIT STEEL CORPORATION, a corporation organized and existing under the laws of the State of Michigan (hereinafter called "Detroit").

WITNESSETH:

A. WHEREAS, Cyclops owns 761,794 shares of Common Stock, par value $1.00 per share, of Detroit ("Detroit Common"); and

B. WHEREAS, Detroit is engaged in the business of operating steel making facilities; and

C. WHEREAS, both Cyclops and Detroit are desirous of accomplishing certain transactions which would result in the exchange of all of Detroit's operating assets, subject to liabilities, for the shares of Detroit Common now held by Cyclops.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, for good and valuable consideration had and received, and intending to be bound hereby, the parties hereto agree as follows:

SECTION 1

REPRESENTATIONS AND WARRANTIES OF CYCLOPS

Cyclops represents and warrants to Detroit that:

(a) Cyclops has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Pennsylvania, and has the power and authority (corporate and other) to execute this Agreement and to consummate the transactions contemplated herein;

(b) The Directors of Cyclops have duly authorized and approved the execution of this Agreement and the consummation of the transactions contemplated herein;

(c) Except with respect to the agreements set forth in Annex A hereto, Cyclops is not bound or affected by any contract, obligation or other commitment, written or other, which is or may be breached by or inconsistent with the performance of this Agreement, or the performance of all or any part of which may be accelerated by the execution, delivery, or performance by Cyclops of this Agreement; and

(d) Cyclops owns 761,794 shares of Detroit Common, free and clear of all liens, encumbrances, restrictions and equities.

SECTION 2

ACTION TO BE TAKEN BY DETROIT

2.1. Forthwith upon receipt of this Agreement duly executed by Cyclops, Detroit will submit this Agreement to its Board of Directors. Upon approval by the Board of Directors, subject to such approval by shareholders of Detroit as may be required as hereinafter provided, Detroit shall execute this Agreement and deliver a duly executed counterpart thereof to Cyclops.

2.2. Upon or prior to execution of this Agreement by Detroit, Detroit shall join in the request filed by Cyclops on May 21, 1970 with the Commissioner of Internal Revenue for tax rulings in substantially the form of the request, a copy of which, initialed by Cyclops for identification, heretofore has been delivered to Detroit with the copy of this Agreement executed by Cyclops.

2.3. Promptly following approval of this Agreement by its Board of Directors Detroit shall give due notice of, solicit proxies for, and hold a meeting of shareholders for the purpose of obtaining the authorization by the shareholders of Detroit of its execution and performance of this Agreement and the change of corporate name provided for herein.

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SECTION 3

STEEL SUBSIDIARY

3.1. Promptly following its execution of this Agreement, Detroit shall organize a subsidiary corporation under the laws of Delaware having a capitalization, Certificate of Incorporation, By-Laws and a Board of Directors satisfactory to Cyclops ("Steel Subsidiary").

3.2. The conditions precedent to the obligations and duties of Detroit under Section 3.3 are as follows:

(a) There shall have been delivered to Cyclops and/or Detroit rulings of the Commissioner of Internal Revenue substantially to the effect requested as provided in Section 2.2, or there shall have been delivered to Cyclops and Detroit opinions of their respective Counsel, satisfactory to them respectively, substantially to the same effect.

(b) This Agreement shall have been duly approved by the Board of Directors and authorized by the shareholders of Detroit.

(c) There shall have been delivered to Detroit an opinion of Counsel for Detroit confirming such approval and authorization.

3.3. Upon satisfaction of the conditions precedent set forth in Section 3.2, Detroit shall transfer to the Steel Subsidiary all of the assets of Detroit, real and personal, tangible and intangible, of every kind and character whatsoever and wherever located except for the following assets:

(a) All of the 1,130,150 shares of Common Stock of The Cleveland-Cliffs Iron Company owned by Detroit at the date of this Agreement or the proceeds from any sale thereof or the assets purchased with any such proceeds.

(b) All shares of capital stock of Steep Rock Iron Mines, Ltd., a corporation organized and existing under the laws of the Province of Ontario, Canada, owned by Detroit as of the date of this Agreement or the proceeds from any sale thereof or the assets purchased with any such proceeds.

(c) All amounts of cash received by Detroit between June 20, 1970, and the transfer contemplated by this Section 3.3 by reason of a purchase of shares of stock in Detroit upon the exercise of a stock option granted by Detroit.

(d) The rights of Detroit under Section 5.3 hereof.

In consideration for such transfer, the Steel Subsidiary shall assume all of the liabilities (including contingent liabilities) of Detroit, other than (i) the Note referred to in Section 4.1(b), (ii) liability for federal and state income tax, if any, with respect to any disposition of shares referred to in clauses (a) and (b) above, (iii) ~~an amount equal to the portion of~~ the increased tax, if any, including penalties and interest thereon, imposed upon and paid by Detroit under the provisions of Section 47 of the Internal Revenue Code (or the similar provisions of any applicable state statute) by reason of the transfer of the assets to and exchange for the Detroit Common held by Cyclops of the shares of the Steel Subsidiary as contemplated by this Agreement, ~~equal to~~ one-half of the amount by which such increased tax, if any, exceeds $790,000, and (iv) any direct or indirect liabilities paid or payable to shareholders of Detroit whether with respect to claims pursuant to Section 44 of the Michigan General Corporation Act or with respect to claims by shareholders of Detroit in connection with transactions which are the subject matter of this Agreement, and, in order to effectuate the intent of this provision, the assets to be transferred to the Steel Subsidiary pursuant to this Section 3.3 shall not be reduced by the amount of any sums paid by Detroit on account of such claims of shareholders pursuant to Section 44 of the Michigan General Corporation Act or in connection with the transactions which are the subject of this Agreement; and the Steel Subsidiary shall be obligated to perform and discharge all of the obligations and duties of Detroit, including but not limited to, all liabilities, duties and obligations under Notes issued pursuant to the June 15, 1964 Purchase Agreement between The Prudential Insurance Company of America and Detroit in the principal amount of Twenty-Eight Million Dollars ($28,000,000) and under all pension plans and programs of Detroit; and solely in exchange for such assets the Steel Subsidiary shall issue to Detroit a number of shares of common stock of the Steel Subsidiary which shall constitute all of the Steel Subsidiary's authorized and issued shares of capital stock. All shares so issued by the Steel Subsidiary shall be validly issued, fully paid and non-assessable.

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SECTION 4

EXCHANGE OF SHARES

4.1. Immediately upon the consummation of the transactions described in Section 3.3, Detroit shall:

(a) Transfer and deliver to Cyclops all of the shares of capital stock of the Steel Subsidiary owned by Detroit. Such shares shall constitute all of the authorized and issued shares of capital stock of the Steel Subsidiary.

(b) Issue and deliver to Cyclops its promissory note in the principal amount of $1,414,000 in the form attached hereto as Annex B.

4.2. Simultaneously with and in consideration for the transfer provided for in Section 4.1, Cyclops shall:

(a) Transfer and deliver to Detroit, free and clear of all liens, encumbrances, charges, restrictions and equities, all of the 761,794 shares of Common Stock of Detroit owned by Cyclops. Such shares shall constitute all of the shares of Common Stock of Detroit owned by Cyclops as of the date of such transfer.

(b) Execute and deliver to Detroit an instrument or instruments under which Cyclops assumes or guarantees, and Detroit is released from, any liabilities, duties and obligations of Detroit arising under the Purchase Agreement dated June 15, 1964 between Detroit and The Prudential Insurance Company of America, and the Notes issued pursuant thereto.

(c) Execute and deliver to Detroit an Indemnity Agreement in substantially the form attached hereto as Annex C.

(d) Obtain the consent of all of the lenders of long-term debt of Cyclops.

(e) In the event the transaction contemplated by Section 4.1 of this Agreement is consummated subsequent to September 4, 1970, Cyclops shall execute and deliver to Detroit a subordinated promissory note of Cyclops in the form attached as Annex D bearing interest at the rate of 8% per annum with annual principal payments of ten equal amounts commencing December 31, 1972, or the date upon which such transaction is consummated, whichever is later, and in the aggregate principal amount equal to the aggregate of the amounts, if any, by which the total dividends (net of income taxes) received by Detroit from the shares of Common Stock of The Cleveland-Cliffs Iron Company ("Cliffs") owned by Detroit, in each Subject Quarter exceeds Detroit's losses (net of income taxes) for the same quarter all as determined in conformity with Detroit's consistently followed and generally accepted accounting principles. A Subject Quarter is a calendar quarter commencing on or after July 1, 1970 and terminating at the end of the calendar quarter in which such transaction is consummated if the next sentence is inapplicable, or at the beginning of such calendar quarter if the next sentence is applicable. If the transaction is consummated in a calendar quarter prior to the date in that quarter on which dividends are received by Detroit from Common Stock of Cliffs, the principal amount of such note will be reduced under the following circumstances. Detroit losses (net of income taxes), if any, in such calendar quarter shall be calculated to the last day of the month in which the transaction is consummated. Subject to the limitation described in the next sentence, the amount of such losses (net of income taxes) shall be credited against the principal amount of such note. Such credit shall be limited to an amount determined by multiplying the dividends (net of income taxes) received in such calendar quarter by Detroit from Common Stock of Cliffs by a fraction the numerator of which is the number of months in such calendar quarter during which Detroit's losses (net of income taxes) are calculated as set forth herein (i.e., including the full month in which said transaction is consummated) and the denominator of which is 3. For the purpose of this Section 4.2(e), the term "dividends (net of income taxes)" shall mean the amount of the dividends received in a quarter less the portion of the taxes based on income allocable to such quarter, if any, attributable to such dividend after allocating to such dividend the dividend received deduction allowed with respect thereto; the term "losses (net of income taxes)" shall mean the losses incurred by Detroit in a quarter after reflecting any increase in income resulting from a recovery of taxes based on income allocable to any other quarter; and there shall be excluded in determining the income or losses of Detroit (i) dividends (net of income taxes) received from the shares

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of Common Stock of Cliffs owned by Detroit, (ii) gains and losses attributable to sales or exchanges of capital assets or assets subject to Section 1231 of the Internal Revenue Code, (iii) the results of transactions not in the ordinary course of business as heretofore conducted, (iv) the results of material changes from operating practices or procedures heretofore employed, including, without limitation, accelerated payments to pension funds, expanded maintenance and repair programs which reflect a departure from good industry practice, prepayments of interest and material increases in rental obligations not required by lessors with respect to presently leased properties, and (v) the costs of management, consultation or other services performed directly or indirectly by Cyclops, or any agent, servant or employee of Cyclops. For the purpose of this Section 4.2(e), if the transaction contemplated by Section 4.1 is not consummated on or prior to September 4, 1970, solely because formal closings of the lenders' consents have not been completed (although informal consents satisfactory to Cyclops have been received), such transactions shall be deemed to have been consummated on or prior to September 4, 1970.

In the event the transaction contemplated by Section 4.1 of this Agreement is consummated on or prior to September 4, 1970, dividends received by Detroit subsequent to August 10, 1970 from the shares of Common Stock of The Cleveland-Cliffs Iron Company owned by Detroit shall be retained by Detroit and not transferred to Steel Subsidiary under Section 3.3 of this Agreement.

4.3. Immediately following the exchange provided for in Section 4.1, Detroit shall change its name to a name not the same as or confusingly similar to "Detroit Steel" and satisfactory to Cyclops.

4.4. Cyclops shall endeavor at the earliest practicable date to:

(a) Obtain a release of Detroit under the following agreements:

(i) Agreement dated August 1, 1968 between Detroit and United Steel Workers of America relating to pension plan.

(ii) Basic Agreements between Detroit and United Steel Workers of America.

If necessary to obtain such release, Cyclops shall guarantee the obligations of the Steel Subsidiary under the agreements referred to in clauses (i) and (ii) above.

(b) Amend, if practicable, the respective trust agreements relating to the pension plans for salaried and hourly employees of Detroit, as amended, so as to specify that the trust funds under such plans shall be allocated upon termination as follows: (i) First, to employees already retired and receiving pensions, (ii) Second, to employees who then have vested benefits but are not retired, and (iii) Third, to all other employees on an equitable basis giving effect to their respective entitlements.

SECTION 5

Interim and Continuing Arrangements

5.1. As long as (i) the obligations of the parties under this Agreement have not been terminated in accordance with the provisions of Section 6 and (ii) all of the transactions contemplated in this Agreement have not been consummated:

(a) Detroit will conduct its business and affairs only in the ordinary and usual course and will not engage in or suspend or cease any activity or enter into any other transaction outside the ordinary and usual course of business except for matters reasonably necessary to carry out the transactions contemplated by this Agreement and such other matters, if any, as may be consented to, in advance by Cyclops in writing; and

(b) Detroit will maintain with respect to all properties and assets in which it has an interest, insurance in such amount and under such policies as may reasonably be specified by Cyclops.

5.2. From the time of the exchange provided for in Section 4.1(a) to December 31, 1971, Cyclops will, subject to strikes and Acts of God, continue to operate the steel making plant at Portsmouth, Ohio.

5.3. From and after the time of the exchange provided for in Section 4.1(a), Cyclops will pay to Detroit the portion set forth below of (i) any amount paid by Detroit to shareholders of Detroit with respect to claims pursuant to Section 44 of the Michigan General Corporation Act in connection with the transactions

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WGS [to any such shareholder with respect to any such claim for each [share of Detroit owned by such shareholder which is acquired by [Detroit in judgment or settlement of such claim and

which are the subject of this Agreement (exclusive of the amount paid by Detroit up to $16.50 per share for each share owned by such dissenting shareholders which is acquired by Detroit) and (ii) any amount of direct or indirect liability paid by Detroit to shareholders of Detroit with respect to claims by shareholders of Detroit in connection with transactions which are the subject matter of this Agreement (other than one or more of the "Excluded Items" as hereinafter defined), whether any such amounts are paid pursuant to judgment, or pursuant to full or partial settlement, or pursuant to an offer contemplated by such Section 44 and concurred in by Cyclops. (For this purpose amounts assessed for court costs and fees of counsel for Detroit shareholders in any appraisal or other proceedings shall be treated as payment to Detroit shareholders, and each of the following shall be an Excluded Item: (I) claims based upon actions after August 10, 1970 by Cyclops or Cliffs without the advance knowledge, or over the opposition (expressed in writing to the party taking the action) of, the other; (II) liabilities of Cyclops, provision for which is made in Section 6.1 of the Cliffs-Cyclops Agreement; (III) claims presently asserted in the *Martin Foundation, Inc. v. American Export Industries et al.*, Civil Action No. 70 CIV. 1221, U.S.D.C. S.D.N.Y. (to the extent, if any, that such claims may be deemed connected with transactions which are the subject matter of this Agreement); (IV) claims arising out of violations by Cyclops of the Cliffs-Cyclops Agreement or this Agreement; (V) claims arising out of violations by Cliffs of the Cliffs-Cyclops Agreement; (VI) claims based upon alleged misconduct of Cyclops in which Cliffs is not claimed by the claimant to have participated; and/or (VII) claims based upon alleged misconduct of Cliffs in which Cyclops is not claimed by the claimant to have participated):

(a) One-half of the first $500,000 of any such amounts less any amounts theretofore paid by Cyclops pursuant to Section 6.1(a)(i) of the Cliffs-Cyclops Agreement;

(b) Three-sixteenths of any such amounts in excess of $500,000 and up to $1,000,000 less any amounts theretofore paid by Cyclops pursuant to Section 6.1(a)(ii) of the Cliffs-Cyclops Agreement;

(c) Two-sixteenths of any such amounts in excess of $1,000,000 and up to $1,500,000 less any amounts theretofore paid by Cyclops pursuant to Section 6.1(a)(iii) of the Cliffs-Cyclops Agreement; and

(d) One-sixteenth of any such amounts in excess of $1,500,000 and up to $2,000,000 less any amounts theretofore paid by Cyclops pursuant to Section 6.1(a)(iv) of the Cliffs-Cyclops Agreement.

Amounts payable under this Section 5.3 shall be paid to Detroit immediately upon payment by Detroit to the shareholders of Detroit. Allocation of payments between subsections of this Section 5.3 and the corresponding subsections of Section 6.1 of the Cliffs-Cyclops Agreement shall be made by Cliffs in a manner to respect the rights of the minority shareholders of Detroit.

SECTION 6

Rights of Termination

6.1. Cyclops and Detroit each shall have the right to terminate this Agreement by notice to the other if any of the following shall occur:

(a) The Board of Directors of Detroit has not prior to June 30, 1971 duly approved this Agreement; or

(b) The shareholders of Detroit have not prior to June 30, 1971 duly authorized this Agreement by the affirmative vote of the holders of such numbers of shares of Common Stock as in the opinion of Counsel for Detroit shall be required for such purpose; or

(c) Rulings of the Commissioner of Internal Revenue substantially to the effect requested as provided in Section 2.2 have not been obtained prior to June 30, 1971, and counsel for Cyclops have on or about such date advised Cyclops that in their opinion material doubt exists whether the tax consequences of the transactions contemplated in this Agreement will be substantially as set forth in such request; or

(d) A court of competent jurisdiction has permanently enjoined the transaction contemplated by Section 4.1, and no appeal can be taken therefrom.

(e) In any event, if the transactions contemplated by Sections 3 and 4 of this Agreement have not been consummated prior to July 15, 1971.

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6.2. Detroit shall in addition to the provision of Section 6.1 have the right by notice to Cyclops to terminate this Agreement, if:

(a) Any of Cyclops representations and warranties set out in Section 1 shall be materially inaccurate; or

(b) Cyclops is unable to deliver the release of Detroit described in Section 4.2(b) at or prior to the time specified in Section 4.2; or

(c) Cyclops is in default with respect to or has failed to perform any of its obligations hereunder.

6.3. Cyclops shall in addition to the provision of Section 6.1 have the right by notice to Detroit to terminate this Agreement if Detroit is in default with respect to or has failed to perform any of its obligations hereunder.

6.4. If either party has the right to terminate this Agreement, it may do so by notice to the other party. Following any such termination neither party shall have any further rights, obligations or duties under this Agreement.

SECTION 7

MISCELLANEOUS

7.1. *Notices.* All notices, demands, requests, offers, consents, acceptances and other communications (hereinafter called "communications") which may or are required to be given by a party to the other party shall be in writing. All communications to Cyclops shall be manually delivered or sent by U.S. registered mail, postage prepaid, addressed to Cyclops at 650 Washington Road, Pittsburgh, Pennsylvania 15228, Attention Secretary, or at such other address as Cyclops may from time to time designate in a written notice. All communications to Detroit shall be manually delivered or sent by U.S. registered mail, postage prepaid, addressed to Detroit at 1025 South Oakwood Avenue, Detroit, Michigan 48209, Attention Secretary, or at such other address as Detroit may from time to time designate in a written notice. Communications which shall be given in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder and shall be deemed to have been given as of the time of the receipt thereof by an officer of the party to whom the notice is addressed.

7.2. *Construction.* This Agreement shall be construed and enforced in accordance with the laws of the State of Pennsylvania. If any provision of the Agreement is unenforceable or invalid, the Agreement shall be ineffective only to the extent of such provision and the enforceability or validity of the remaining provisions of this Agreement shall not be affected thereby, unless the continued validity of such remaining provisions would be inconsistent with the objectives of the parties reflected herein. The term "Counsel for Detroit" as used herein shall mean Cross, Wrock, Miller & Vieson, or such other firm as is agreed upon by Detroit and Cyclops.

7.3. *Entire Agreement.* This Agreement and the documents attached hereto and described herein contain the entire agreement of the parties hereto with regard to the subject matter hereof.

7.4. *Counterparts.* This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

7.5. *Assignment.* This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns; *provided, however*, that neither party hereto may make any assignment of this Agreement or any interest therein, by operation of law or otherwise, without the prior written consent of the other party, except that, without such consent, either party may assign this Agreement or any interest therein to (a) any successor to all or substantially all of such party's assets and business by dissolution, merger, consolidation, transfer of assets, or otherwise or (b) any direct or indirect subsidiary of either party or of any successor referred to in (a) hereof.

7.6. *Captions.* The captions set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement or as in any way limiting or amplifying any terms and provisions hereof.

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered on the date first above written.

[Corporate Seal]

SEAL

CYCLOPS CORPORATION

By /s/ W. H. Knoell
W. H. Knoell, Executive Vice President

And /s/ W. D. Dickey
W. D. Dickey, Vice President-Planning and Treasurer

[Corporate Seal]

SEAL

DETROIT STEEL CORPORATION

By /s/ C. A. Carter President

And /s/ Nathan H. Siegel Secretary

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Annex A

LIST OF ALL LOAN AGREEMENTS BETWEEN CYCLOPS AND VARIOUS BANKS AND INSURANCE COMPANIES

1. Loan Agreement with Metropolitan Life Insurance Company dated February 28, 1961, as amended
2. Loan Agreement with The Equitable Life Assurance Society of the United States dated February 28, 1961, as amended
3. Loan Agreement with The Prudential Insurance Company of America dated October 21, 1963, as amended
4. Loan Agreement with New York Life Insurance Company dated May 1, 1967, as amended
5. Loan Agreement with The Equitable Life Assurance Society of the United States dated May 1, 1967, as amended
6. Credit Agreement with The Chase Manhattan Bank, N.A., Mellon National Bank and Trust Company, The Union National Bank of Pittsburgh and The National City Bank of Cleveland dated June 1, 1965, as amended

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Annex B

PROMISSORY NOTE

Detroit, Michigan
, 1970

For value received, DETROIT STEEL CORPORATION, a corporation organized and existing under the laws of the State of Michigan (hereafter called the "Corporation"), promises to pay to the order of CYCLOPS CORPORATION, a corporation organized and existing under the laws of the State of Pennsylvania (hereafter called the "Payee"), on June 30, 1971,

ONE MILLION FOUR HUNDRED FOURTEEN THOUSAND DOLLARS ($1,414,000.00)

in lawful money of the United States at the office of the Payee, 650 Washington Road, Pittsburgh, Pennsylvania, 15228, with interest after date hereof on the unpaid balance of principal at the rate of 4% per annum computed and payable at maturity, and at the rate of 10% per annum thereafter until paid.

The Corporation may prepay all or any part of the principal of this Promissory Note at any time prior to maturity together with the accrued and unpaid interest to the date of such prepayment. All payments on this Promissory Note shall be applied first against accrued and unpaid interest and the balance, if any, against unpaid principal.

In the event of the:

(a) failure of the Corporation to make payment of the interest and/or principal of this Promissory Note or of any part thereof, when due; or

(b) assignment by the Corporation for the benefit of creditors; or adjudication of the Corporation as a bankrupt; or passage of title to or possession of the assets of the Corporation or any part thereof, to any receiver, trustee, or assignee for the benefit of creditors; or bankruptcy, insolvency, reorganization, arrangement, debt adjustment, or liquidation proceedings or receivership proceedings, in which the Corporation is alleged to be insolvent or unable to pay its debts as they mature, instituted under any law by or against the Corporation, the Corporation's consenting to the same or admitting in writing the material allegations of the petition filed in said proceedings; or the failure of such proceedings to be dismissed within thirty (30) days after its institution; or any occurrence or proceeding by which the Corporation is brought into liquidation by its own act or by operation of law;

then upon the occurrence of any one or more of the above events, all the unpaid principal of this Promissory Note, with all interest due thereon, shall, at the option of the holder, become due and payable.

The Corporation hereby waives presentment, demand, protest, default, acceptance, performance, and/or notice of any kind with respect to this Promissory Note and waives trial by jury.

IN WITNESS WHEREOF, the Corporation has executed and delivered this Promissory Note on the date first above written.

DETROIT STEEL CORPORATION

By.....

AK000376

Annex C

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT, made and entered into this day of May, 1970, by and between CYCLOPS CORPORATION, a corporation organized and existing under the laws of the State of Pennsylvania (hereinafter called "Cyclops"), and DETROIT STEEL CORPORATION, a corporation organized and existing under the laws of the State of Michigan (hereinafter called "Detroit").

WITNESSETH:

A. WHEREAS, Cyclops and Detroit made and entered into an Agreement on , 1970 (hereinafter called the "Cyclops-Detroit Agreement"); and

B. WHEREAS, by the terms of Section 4.2(c) of the Cyclops-Detroit Agreement, Cyclops is obligated to execute and deliver to Detroit, upon the consummation of certain transactions and the obtaining of certain releases, an indemnity agreement; and

C. WHEREAS, Cyclops and Detroit have agreed that this Indemnity Agreement be executed by Cyclops and delivered to Detroit pursuant to Section 4.2(c) of the Cyclops-Detroit Agreement.

NOW, THEREFORE, in consideration of the premises and in discharge of its obligations pursuant to Section 4.2(c) of the Cyclops-Detroit Agreement, for good and valuable consideration had and received, and intending to be bound hereby, Cyclops agrees as follows:

Cyclops hereby indemnifies and agrees to defend, compensate, protect, secure and hold harmless Detroit from and against any and all claims, demands, controversies, causes of action, suits, judgments, executions, liens, charges, restrictions, equities, encumbrances, debts, liabilities, obligations, duties, hurts, damages, losses, injuries or penalties of every nature and kind, whether direct or indirect, absolute or contingent, known or unknown at the date hereof, as well as all costs and all expenses related in any way thereto (including legal fees) which are, or may be alleged or asserted to be, under, or which may, or may be alleged or asserted to, arise or grow out of, or which may, or may be alleged or asserted to be, in any way related to any or all of the following:

(a) Purchase Agreement dated June 15, 1964 between Detroit and The Prudential Insurance Company of America, and the Notes issued pursuant thereto;

(b) Agreement dated August 1, 1968 between Detroit and United Steel Workers of America relating to pension plan;

(c) Basic Agreements between Detroit and United Steel Workers of America;

(d) The respective trust agreements relating to the pension plans for salaried and hourly employees of Detroit, as amended.

IN WITNESS WHEREOF, Cyclops has caused this Agreement to be duly executed and delivered on the date first above written.

CYCLOPS CORPORATION

By.....

[Seal]

And.....

AK000377

Annex D

CYCLOPS CORPORATION
8% SUBORDINATED PROMISSORY NOTE
Due December 31, 19

, 1970

CYCLOPS CORPORATION, a Pennsylvania corporation (the "Company"), FOR VALUE RECEIVED, hereby promises to pay to the order of DETROIT STEEL CORPORATION, a Michigan corporation ("Detroit"), on December 31, 19 , the principal sum of $ in such coin or currency of the United States as at the time of payment is legal tender for public and private debts and to pay interest on the unpaid principal amount hereof from the date hereof, in like coin or currency, at the principal office of Detroit in the City of Detroit, Michigan annually on of each year, at the rate of 8% per annum. Interest for any period shall be computed on the basis of a 365-day year.

Prepayment. On , 19 , and on each thereafter to and including , 19 , the Company will apply to the prepayment of this Note, in the principal amount thereof, the sum of $, and such principal amount of this Note, together with interest thereon to the date of prepayment, shall become due and payable on such prepayment dates.

Subordination. The Company hereby agrees, and the holder of this Note by the acceptance hereof agrees, that the payment of the principal of and interest on this Note ("Subordinated Indebtedness") is hereby expressly made subordinate and junior in right of payment, to the prior payment in full of all present and future indebtedness of the Company for money borrowed from any bank, insurance company or other institutional lender, American Export Industries, Inc. or indebtedness of the Company evidenced by secured obligations sold to the public by the Company ("Superior Indebtedness"):

No payments on account of principal, premium, if any, sinking funds, or interest on the Subordinated Indebtedness shall be made, and no Subordinated Indebtedness shall be purchased, either directly or indirectly, by the Company or any of its subsidiaries, unless full payment of amounts then due for principal, premium, if any, sinking funds, and interest on Superior Indebtedness has been made or duly provided for in money or money's worth. No payment on account of principal, premium, if any, sinking funds, or interest on the Subordinated Indebtedness shall be made, and no Subordinated Indebtedness shall be purchased, either directly or indirectly, by the Company or any of its subsidiaries, if, at the time of such payment or purchase or immediately after giving effect thereto, there shall exist under any Superior Indebtedness or any indenture or agreement pursuant to which any Superior Indebtedness is issued any default or any condition, event or act, which, with notice or lapse of time, or both, would constitute a default.

Upon any acceleration of the principal amount due on Subordinated Indebtedness or upon any payment or distribution of assets of the Company of any kind or character, whether in cash, property or securities, to creditors upon any dissolution or winding-up or total or partial liquidation or reorganization of the Company, whether voluntary or involuntary or in bankruptcy, insolvency, receivership or other proceedings, all principal, premium, if any, and interest due or to become due upon all Superior Indebtedness shall first be paid in full, or payment thereof provided for in money or money's worth, before the holders of the Subordinated Indebtedness, or the trustee under any indenture pursuant to which Subordinated Indebtedness is issued, shall be entitled to retain any assets (other than shares of stock of the Company as reorganized or readjusted or securities of the Company or any other corporation provided for by a plan of reorganization or readjustment, the payment of which is subordinated, at least to the extent provided herein or with respect to Subordinated Indebtedness, to the payment of all Superior Indebtedness which may at the time be outstanding, provided that in each case the rights of the holders of the Superior Indebtedness are not altered by such reorganization or readjustment) so paid or distributed in respect of the Subordinated Indebtedness (for principal, premium, if any, or interest); and upon any such dissolution or winding-up or liquidation or reorganization any payment or distribution of assets of the Company of any kind or character, whether in cash, property or securities

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(other than shares of stock of the Company as reorganized or readjusted or securities of the Company or any other corporation provided for by a plan of reorganization or readjustment, the payment of which is subordinated, at least to the extent provided herein or with respect to Subordinated Indebtedness, to the payment of all Superior Indebtedness which may at the time be outstanding, provided that in each case the rights of the holders of the Superior Indebtedness are not altered by such reorganization or readjustment), to which the holders of the Subordinated Indebtedness or any such indenture trustee would be entitled, except for the provisions of this Section, shall be paid by the Company or by any receiver, trustee in bankruptcy, liquidating trustee, agent or other person making such payment or distribution, or by the holders of the Subordinated Indebtedness or any such indenture trustee if received by them or it, direct to the holders of Superior Indebtedness (pro rata to each such holder on the basis of the respective amounts of Superior Indebtedness held by such holder) or their representatives, to the extent necessary to pay all Superior Indebtedness in full, in money or money's worth, after giving effect to any concurrent payment or distribution to or for the holders of Superior Indebtedness, before any payment or distribution is made to the holders of the Subordinated Indebtedness or to such indenture trustee.

The provisions of this paragraph are for the purpose of defining the relative rights of the holders of Superior Indebtedness on the one hand and the holder of this Note on the other hand, against the Company and its property; and nothing herein shall impair, as between the Company and the holder of this Note, the obligation of the Company, which is unconditional and absolute, to pay to the holder hereof the principal hereof and interest hereon in accordance with its terms; nor shall anything herein prevent the holder of this Note from exercising all remedies otherwise permitted by applicable law or hereunder upon default under this Note, subject to the rights, if any, under this paragraph of holders of Superior Indebtedness to receive cash, property, stock or obligations otherwise payable or deliverable to the holder of this Note. After the payment in full of all amounts payable with respect to Superior Indebtedness, the holder of this Note shall be subrogated to the rights of the holders of Superior Indebtedness to receive payments or distributions of cash, property, stock or obligations applicable to Superior Indebtedness until the principal of and interest on this Note shall be paid in full, and for the purposes of such subrogation, no payments or distributions to the holders of Superior Indebtedness of any cash, property, stock or obligations to which the holders of this Note would be entitled except for the provisions of this paragraph, and no payment over pursuant to the provisions of this paragraph to the holders of Superior Indebtedness by the holder of this Note, shall, as between the Company, its creditors other than the holders of Superior Indebtedness and the holder of this Note, be deemed to be a payment by the Company to or on account of Superior Indebtedness.

Events of Default. This Note shall, at the option of the holder hereof, by notice in writing to the Company, become and be due and payable if:

(a) default shall be made in any payment of principal of this Note, when and as the same shall become due and payable, whether at maturity or at a date fixed for prepayment or by acceleration or otherwise; or

(b) default shall be made in the payment of any installment of interest on this Note when and as the same shall become due and payable and such default shall continue for a period of ten days; or

(c) default shall be made in the due observance or performance of any other agreement on the part of the Company contained herein; or

(d) default shall be made in payment of any other indebtedness of the Company; or

(e) the Company shall consent to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or shall admit in writing its inability to pay its debts generally as they come due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or a voluntary petition or an answer seeking, consenting to or acquiescing in reorganization in a proceeding under any bankruptcy laws (as now or hereafter in effect) or an answer admitting or failing to deny the material allegations of a petition filed against the Company in any such proceeding, or shall by voluntary petition, answer or consent, seek, consent to or acquiesce in relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding up of corporations, or an arrangement, composition, extension or

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adjustment with its creditors, of the Company or its directors or majority stockholders shall take action looking to the dissolution or liquidation of the Company; or

(f) an order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company or of any substantial part of its property, or any substantial part of the property of the Company shall be sequestered, and any such order, judgment or decree of appointment or sequestration shall remain in force undismissed, unstayed or unvacated for a period of 60 days after the date of entry thereof.

Applicable Law. This Note shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Cyclops Corporation has caused this Note to be signed in its corporate name by its President thereunto duly authorized, and to be dated as of the day and year first above written.

CYCLOPS CORPORATION,

By.....
President

By.....
Treasurer

AK000380

CYCLOPS CORPORATION

Acquisition of Operating Assets of Detroit Steel Corporation

Closing
November 12, 1970

Cyclops Corporation

AK000381

AGREEMENT

THIS AGREEMENT, made and entered into as of this 28th day of May, 1970, by and between THE CLEVELAND-CLIFFS IRON COMPANY, a corporation organized and existing under the laws of the State of Ohio (hereinafter called "Cliffs"), and CYCLOPS CORPORATION, a corporation organized and existing under the laws of the State of Pennsylvania (hereinafter called "Cyclops").

W I T N E S S E T H:

A. WHEREAS, Cyclops owns 761,794 shares of Common Stock, par value $1 per share, of Detroit Steel Corporation, a corporation organized and existing under the laws of the State of Michigan (hereinafter called "Detroit"); and

B. WHEREAS, Detroit owns 1,130,150 shares of Common Stock of Cliffs, all or part of which Cliffs desires to acquire directly or indirectly so that such shares are no longer outstanding for financial accounting purposes; and

C. WHEREAS, Cliffs and Cyclops desire, and believe it to be in the best interest of Detroit and its shareholders, that Detroit transfer its steel making facilities and other assets, subject to liabilities, to Cyclops;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, for other good and valuable

consideration had and received, and intending to be bound hereby, the parties hereto agree as follows:

SECTION 1

Tender Offer

1.1. Cliffs will endeavor to make, commencing on or before May 29, 1970 or on such later date as the Presidents of Cliffs and Cyclops shall agree, one or more offers to purchase all of the issued and outstanding shares of Common Stock, par value $1 per share of Detroit ("Detroit Common"), other than shares held directly or indirectly by Cyclops or any of its subsidiaries, for a purchase price of $16.50 per share, and otherwise substantially upon the terms and conditions set forth in the forms of Offer to Purchase and Letter of Transmittal attached hereto as Exhibits 1 and 2 and made a part hereof. Such offers to purchase together with any extension or modification thereof, hereinafter collectively are called the "Tender Offer".

1.2. Neither Cyclops nor any of its subsidiaries will tender to Cliffs, either directly or indirectly, in response to the Tender Offer, shares of Detroit owned by Cyclops or any of its subsidiaries at the date of this Agreement or hereafter acquired.

1.3. In the event that Cliffs does not make the Tender Offer within the period provided in Section 1.1, Cyclops, upon written notice to Cliffs, may terminate this Agreement, and thereafter neither party shall have any further rights, obligations or duties under this Agreement.

SECTION 2

Detroit's Operating Assets

2.1. Not later than fourteen (14) days after the termination or the expiration of the Tender Offer, Cyclops will execute and deliver to Detroit for execution an agreement substantially in the form attached hereto as Exhibit 3 and made a part hereof (the "Cyclops-Detroit Agreement"). At all times after the execution and delivery by Cyclops of the Cyclops-Detroit Agreement and prior to the termination, if any, thereof, Cyclops will promptly perform all of its obligations and discharge all of its duties thereunder. Cyclops will not consent to any modification of or waiver of any of the rights under the Cyclops-Detroit Agreement without (a) prior written notice thereof to Cliffs, and (b) as to any modification or waiver which may have a substantial adverse effect upon the benefits which Cliffs expects to obtain by virtue of such Agreement, the prior written consent of Cliffs.

2.2. Upon the execution and delivery of the Cyclops-Detroit Agreement by Cyclops, Cliffs and Cyclops each will use its best efforts, including but not limited to the voting of all shares of Detroit Common held by Cliffs and Cyclops, respectively, to cause Detroit to take all necessary corporate action, including but not limited to all directors' action and all shareholders' action, and to do any and all other acts necessary to authorize, accept and execute the Cyclops-Detroit Agreement and to consummate the transactions contemplated therein.

2.3. In the event that it becomes impossible or impracticable (as determined in accordance with Section 2.4) to consummate the transactions contemplated by the Cyclops-Detroit Agreement, Cyclops and Cliffs each will use its best efforts to accomplish by some means other than the transactions contemplated by the Cyclops-Detroit Agreement, the following objectives with a federal income tax liability or consequence to Detroit, the shareholders of Detroit and Cyclops which is the minimum possible and is not material to the taxpayers involved (except for tax on the disposition of shares of Detroit):

(a) Direct or indirect ownership by shareholders of Detroit, other than Cyclops, of all of the 1,130,150 shares of Common Stock of Cliffs now owned by Detroit, free and clear of all charges, liens, encumbrances, and accrued or contingent liabilities (other than a charge of $1,414,000);

(b) Receipt by shareholders of Detroit, other than Cyclops, of the net proceeds after tax of the sale of all of the shares of Steep Rock Iron Mines Ltd., a corporation organized and existing under the laws of the Province of Ontario, Canada ("Steep Rock"), now owned by Detroit, free and clear of all charges, liens and encumbrances;

(c) Direct or indirect ownership by Cyclops of the $1,414,000 above referred to and all of the assets of Detroit of any kind and nature whatever other than those specified in Sections 2.3(a) and 2.3(b), but subject to all the liabilities and obligations

of Detroit of every kind and nature, and with a basis for tax purposes determined with reference to the basis of such assets when held by Detroit; and

(d) An indemnity of Cliffs by Cyclops against liabilities described in the Indemnity Agreement referred to in Section 4.2(c) of the Cyclops-Detroit Agreement.

2.4. It shall be deemed to be impossible or impracticable to carry out the transactions contemplated by the Cyclops-Detroit Agreement if such Agreement is terminated pursuant to Section 6 thereof.

SECTION 3

Implementation of Agreement

Cyclops and Cliffs shall cooperate to do all things and perform all acts necessary, required or convenient in connection with the implementation and consummation of the transactions contemplated by this Agreement. Without limiting the generality of the foregoing:

(a) Cyclops shall file with the Securities and Exchange Commission, in the manner provided by the Securities Exchange Act of 1934 and the General Rules and Regulations thereunder, such reports and statements as may be required thereby, including without limitation one or more amendments to the Statement Pursuant to Rule 13d-1 under the Securities Exchange Act of 1934, Schedule 13D, dated April 2, 1970, previously filed by Cyclops with the Securities and Exchange Commission; and Cliffs shall provide Cyclops with such information

as Cyclops may require to be included in such reports and statements.

(b) Cyclops shall provide to Cliffs such information as Cliffs may require to be included in the Tender Offer.

(c) From the date of this Agreement to the conclusion of the Tender Offer, Cyclops will not directly or indirectly acquire any shares of Detroit Common.

(d) Except with the written approval of Cliffs, during the period commencing the date hereof and ending on December 31, 1970, neither Cyclops nor any of its subsidiaries shall, directly or indirectly, negotiate with any person, firm or corporation other than Cliffs, or make or enter into any agreement, commitment, or understanding, written or otherwise, with any person, firm or corporation other than Cliffs, concerning matters and transactions similar to those contemplated by this Agreement.

(e) From and after the date hereof, Cliffs and Cyclops will use their best efforts to cause Cyclops to participate actively in the management of Detroit.

(f) Cliffs and Cyclops will use their best efforts, including but not limited to voting their shares, to cause Detroit as promptly as reasonably possible, in an orderly manner, after the termination of the Tender Offer, to take all necessary corporate action and to do any and all other acts necessary or convenient to accomplish the sale, exchange, transfer, or liquidation of all of the shares of capital stock of Steep Rock now owned or hereafter acquired by Detroit.

SECTION 4

Representations and Warranties

4.1. Cyclops covenants, represents and warrants to Cliffs that:

(a) Cyclops has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Pennsylvania, and has the power and authority (corporate and other) to execute this Agreement and to consummate the transactions contemplated herein.

(b) The Directors of Cyclops have duly authorized and approved the execution of this Agreement and the consummation of the transactions contemplated herein.

(c) Except for the agreements listed in Exhibit 4, Cyclops is not bound or affected by any contract, obligation or other commitment, written or other, which is or may be breached by or inconsistent

with the performance by Cyclops of this Agreement, or the performance of all or any part of which may be accelerated by the execution, delivery, or performance by Cyclops of this Agreement.

(d) The financial statements of Cyclops as of December 31, 1969, copies of which heretofore have been furnished to Cliffs (and initialled for identification by an officer of Cyclops), are true and correct; such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied throughout the period indicated; and such financial statements present fairly the consolidated financial position of Cyclops as of December 31, 1969, and the results of its operations for the period ending on the date.

(e) From December 31, 1969 to and including the date hereof, there has not been any materially adverse change in the business, property or condition (financial or otherwise) of Cyclops.

(f) Cyclops owns 761,794 shares of Detroit Common, free and clear of all liens, encumbrances, restrictions and equities.

(g) The Annual Report of Detroit for the year 1969 states that the capital stock of Detroit consists solely of 3,940,513 shares of Detroit Common of which 3,937,963 are issued and outstanding, 2,550 are held in treasury and that options to purchase 104,000 shares have been granted pursuant to Detroit's qualified stock option plan. Cyclops has no information that these facts have changed.

(h) Neither the Statement Pursuant to Rule 13d-1 under the Securities and Exchange Act of 1934, Schedule 13D, dated April 2, 1970 heretofore filed by Cyclops with the Securities and Exchange Commission, nor any Amended Statement on Schedule 13D to be filed by Cyclops pursuant to Section 3(a), nor any of the information provided or to be provided to Cliffs by Cyclops for inclusion by Cliffs in the Tender Offer, contains or will contain, as the case may be, any untrue statement of a material fact or omits to state or will omit to state any material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading; and, in connection with the Tender Offer, Cyclops has not engaged, and will not engage, in any fraudulent, deceptive or manipulative act or practice.

4.2. Cliffs covenants, represents and warrants to Cyclops that:

(a) Cliffs has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Ohio and has the power and authority (corporate and other) to execute this Agreement and to consummate the transactions contemplated herein.

(b) The Directors of Cliffs have duly authorized and approved the execution of this Agreement and the consummation of the transactions contemplated herein.

(c) Cliffs is not bound or affected by any contract, obligation or other commitment, written or other, which is or may be breached by or inconsistent with the performance of this Agreement or the performance of all or any part of which may be accelerated by the execution, delivery, or performance by Cliffs of this Agreement.

(d) The financial statements of Cliffs as of December 31, 1969, copies of which heretofore have been furnished to Cyclops (and initialled for identification by an officer of Cliffs), are true and correct; such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied throughout the period indicated; and such financial statements present fairly the consolidated financial position of Cliffs and its subsidiaries as of December 31, 1969, and the results of their operations for the period ending on that date.

(e) From December 31, 1969 to and including the date hereof, there has not been any materially adverse change in the business, property or condition (whether financial or otherwise) of Cliffs or of any of its subsidiaries.

(f) The Statement Pursuant to Rule 14d-1 under the Securities and Exchange Act of 1934, Schedule 13D, as it may from time to time be amended, to be filed with the Securities and Exchange Commission in connection with the Tender Offer, does not contain any untrue statement of a material fact or omit to state any material fact

necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading, provided, that no covenant, representation or warranty is made hereby as to information furnished to Cliffs by Cyclops for inclusion in the Offer to Purchase; and, in connection with the Tender Offer, Cliffs has not engaged, and will not engage, in any fraudulent, deceptive, or manipulative act or practice.

4.3. The representations and warranties set forth in Sections 4.1 and 4.2 shall survive the consummation of the transactions contemplated by this Agreement.

SECTION 5

Conditions and Termination

5.1. The obligations of Cyclops to consummate the transactions contemplated by this Agreement are subject to the following conditions precedent:

(a) Within fourteen days of the date hereof, Cyclops shall have received certified resolutions of the Directors of Cliffs evidencing the authorization and approval of this Agreement.

(b) The representations and warranties of Cliffs set forth in Section 4.2 shall be true and accurate as of the date hereof.

(c) Cliffs shall have duly performed and discharged all of its obligations and duties pursuant to this Agreement.

5.2. The obligations of Cliffs to consummate the transactions contemplated by this Agreement are subject to the following conditions precedent:

(a) Within fourteen days of the date hereof, Cliffs shall have received certified resolutions of the Directors of Cyclops evidencing the authorization and approval of this Agreement.

(b) The representations and warranties of Cyclops set forth in Section 4.1 shall be true and accurate as of the date hereof.

(c) Cyclops shall havy duly performed and discharged all of its obligations and duties pursuant to this Agreement.

5.3. If either party is excused from performance of this Agreement because a condition precedent to its performance has not been met, such party may terminate this Agreement upon delivery of written notice to the other party, and thereafter neither party shall have any further rights, obligations or duties under this Agreement.

5.4. This Agreement and all the rights, duties and obligations of the parties hereto, except those provided in Section 6.1, shall terminate six months after the termination of the Cyclops-Detroit Agreement, or on June 30, 1971, if the Cyclops-Detroit Agreement shall not have been executed and delivered by such date.

SECTION 6

Miscellaneous

6.1. Further Indemnification. The parties hereto understand and believe that Cyclops will realize no short-term profit as a result of the exchange of shares of Detroit Common held by Cyclops for certain

assets of Detroit (or a subsidiary of Detroit) pursuant to transactions contemplated in Section 2 hereof. In the event that (a) this understanding and belief proves to be incorrect, and (b) it is determined in a judicial proceeding that Cyclops has realized short-term profit in such an exchange, and (c) Cyclops has consequently incurred liability under Section 16(b) of the Securities Exchange Act of 1934 and (d) Cyclops has made payment to Detroit in satisfaction of that liability, Cliffs will pay to Cyclops as follows:

(i) upon receipt thereof, the amount of any benefit (net of tax burden, if any, after giving effect to such payment to Cyclops) which Cliffs actually receives as a result of such payment to Detroit by Cyclops; or

(ii) if Cliffs is in control of Detroit on June 30, 1972, or has been in control prior to such date, upon the later of June 30, 1972 or receipt thereof by Detroit, the amount of Cliffs' proportionate share of any benefit (net of tax burden, if any, after giving effect to such payment to Cyclops) that Detroit actually receives as a result of such payment to Detroit by Cyclops.

It is the intent of the parties that any such benefit directly or indirectly accruing to Cliffs will in some manner be returned to Cyclops (net of tax burden, if any, after giving effect to such payment to Cyclops) and should it be impossible to proceed as set forth above the parties will substitute a procedure to return such benefit to Cyclops.

6.2. Notices. All notices, demands, requests, offers, consents, acceptances and other communications (hereinafter called "communications") which are required or permitted to be given shall be in writing. All

communications to Cliffs shall be manually delivered or sent by telegram or U.S. registered mail, postage prepaid, addressed to Cliffs at 1460 Union Commerce Building, Cleveland, Ohio 44115, Attention: Secretary, or at such other address as Cliffs may from time to time designate in a written notice. All communications to Cyclops shall be manually delivered or sent by telegram or U.S. registered mail, postage prepaid, addressed to Cyclops at 650 Washington Road, Pittsburgh, Pennsylvania 15228, Attention: Secretary, or at such other address as Cyclops may from time to time designate in a written notice. Communications which shall be in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder and shall be deemed to have been given as of the time of the receipt thereof by an officer of the party to whom addressed.

6.3. Construction. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Ohio. If any provision of the Agreement is unenforceable or invalid, the Agreement shall be ineffective only to the extent of such provision and the enforceability or validity of the remaining provisions of this Agreement shall not be affected thereby, unless the continued validity of such remaining provisions would be inconsistent with the objectives of the parties reflected herein.

6.4. Entire Agreement. This Agreement and the documents attached hereto and described herein contain the entire agreement of the parties hereto with regard to the subject matter hereof.

6.5. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

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6.6. Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective permitted successors and assigns; provided, however, that neither party hereto may make any assignment of this Agreement or any interest therein, by operation of law or otherwise, without the prior written consent of the other party, except that, without such consent, either party may assign this Agreement or any interest therein to (a) any successor to all or substantially all of such party's assets and business by dissolution, merger, consolidation, transfer of assets, or otherwise, or (b) any direct or indirect subsidiary of either party or of any successor referred to in (a) hereof.

6.7. Captions. The captions set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement or as in any way limiting or amplifying any terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

THE CLEVELAND-CLIFFS IRON COMPANY

By s/ J. P. Long
J. P. Long, Vice President, Finance

CYCLOPS CORPORATION

By s/ W. H. Knoell
W. H. Knoell,
Executive Vice President

OFFER TO PURCHASE SHARES OF

Detroit Steel Corporation

COMMON STOCK

BY

The Cleveland-Cliffs Iron Company

AT $16.50 PER SHARE NET

TO EXPIRE MONDAY, JUNE 8, 1970, UNLESS EXTENDED

To the Shareholders of
DETROIT STEEL CORPORATION:

The Cleveland-Cliffs Iron Company ("Cleveland-Cliffs") hereby offers to purchase shares of Common Stock of Detroit Steel Corporation ("Detroit Steel") at a Purchase Price of $16.50 per share net of brokerage commissions and transfer taxes, in cash, on the terms set forth herein. This Offer will expire at 5:00 o'clock P.M. Eastern Daylight Time on Monday, June 8, 1970, unless extended from time to time by Cleveland-Cliffs (the "Expiration Time"). Notice of every such extension will be published.

The closing price of Detroit Steel Common Stock on the New York Stock Exchange on Wednesday, May 27, 1970, the trading day immediately prior to the filing of this Offer with the Securities and Exchange Commission, was $10½. The price range of the Detroit Steel Common Stock on the New York Stock Exchange for the periods indicated is as follows:

	High	Low
1968*	28⅛	16¾
1969	25¼	10½
1970		
January	12½	10¾
February	11	10¾
March	14	11⅛
April	14¼	12½
May (through May 27)	12½	8¾

*Adjusted for two for one stock split on April 29, 1968.

Cleveland-Cliffs will purchase and pay for on June 9, 1970, and on the next business day following each extended Expiration Time thereafter, if any, all shares duly deposited and not purchased and paid for prior to such time. Tendered shares may be withdrawn before midnight, Eastern Daylight Time, on Friday, June 5, 1970. Thereafter, they will be irrevocable.

Detroit Steel shareholders who wish to tender their shares must fill out and execute the enclosed Letter of Transmittal, which must either be accompanied by the stock certificates or contain the guarantee (in the space provided in the Letter of Transmittal) of a commercial bank, trust company, or member of a national securities exchange that the certificates will be deposited within five business days after notice of purchase has been given by the Tender Agent. The Letter of Transmittal so executed (and any accompanying stock certificates) must then be transmitted to the Tender Agent or one of the Forwarding Agents. The Letter of Transmittal and accompanying Instructions are made a part of this Offer. The tender will be deemed to have been made when the Tender Agent receives either the Letter of Transmittal or a written advice from a commercial bank, trust company, or member of a national securities exchange stating that the Letter of Transmittal has been deposited with it and will be forwarded promptly. Such written advice must set forth the name of the tendering shareholder, the number of shares tendered and the serial number of the certificates evidencing the shares.

This Offer is not being made to, nor will Cleveland-Cliffs accept tenders from, holders of Detroit Steel Common Stock in any State in which this Offer or the acceptance thereof would not be in compliance with the securities or "Blue Sky" laws, or other laws, of such State. In those States in which the laws require this Offer to be made by a registered broker-dealer, this Offer is made on behalf of Cleveland-Cliffs by one or more registered broker-dealers who are licensed under the laws of such State, including Lehman Brothers in those States in which Lehman Brothers is so licensed.

Lehman Brothers is acting as Dealer Manager in connection with this Offer, and Cleveland-Cliffs will pay them $.10 per share purchased hereunder. In addition, members of the NASD and members of national securities exchanges who solicit tenders will be allowed a commission (payable by Cleveland-Cliffs) of $.35 per share purchased hereunder if their names appear in the space provided in the Letter of Transmittal.

The Tender Agent is:

THE CLEVELAND TRUST COMPANY
East Ninth and Euclid Avenue
Cleveland, Ohio 44101

The Forwarding Agents are:

CHEMICAL BANK
20 Pine Street
New York, New York 10015

NATIONAL BANK OF DETROIT
Woodward at Fort
Detroit, Michigan 48226

Additional information is set forth below. Cleveland-Cliffs reserves the right to waive any terms or conditions of this Offer or any defect in tenders.

HOLDERS OF COMMON STOCK OF DETROIT STEEL CORPORATION ARE URGED TO CONTACT PROMPTLY THEIR BROKER OR DEALER, THE TENDER AGENT OR THE FORWARDING AGENTS NAMED ABOVE, OR LEHMAN BROTHERS TO SECURE ADDITIONAL COPIES OF THE OFFER TO PURCHASE AND THE LETTER OF TRANSMITTAL, OR FOR INFORMATION OR ASSISTANCE.

ADDITIONAL INFORMATION

This Offer is being made pursuant to an Agreement dated as of May 28, 1970 by and between Cleveland-Cliffs and Cyclops Corporation (which, together with related agreements to be entered into by Cyclops and Detroit Steel following the termination of this Offer, are collectively called the "Offering Agreement").

Cleveland-Cliffs is an Ohio corporation having its principal office at 1460 Union Commerce Building, E. Ninth Street and Euclid Avenue, Cleveland, Ohio 44115. The principal business of Cleveland-Cliffs and its subsidiaries consists of the mining, processing, transportation and sale of iron ore. In that connection, Cleveland-Cliffs owns interests in certain related railroad operations, and owns and operates eight ore-carrying steamships on the Great Lakes. Cleveland-Cliffs also is engaged in the production and sale of lumber and related by-products from its timber properties, and, to a limited extent, mines oil shale and other minerals, and is exploring for a variety of non-ferrous minerals.

Cyclops is a Pennsylvania corporation having its principal office at 650 Washington Road, Pittsburgh, Pennsylvania 15228. It is engaged in the production and fabricating of steel and steel products through four separate operating divisions. Its Bowman Building Products Division produces steel roof deck and steel concrete forms. Its Empire-Reeves Steel Division produces carbon, silicon and galvanized steel and galvanized fabricated products. The Sawhill Tubular Division produces tubing, pipe and fabricated tubular products. Through its Universal-Cyclops Specialty Steel Division, Cyclops produces stainless and tool steels and high temperature alloys.

According to the financial statements set forth in the Detroit Steel Annual Report for 1969, the assets of Detroit Steel consist of (i) current assets, property, plant and equipment and miscellaneous deposits and accounts (the "Operating Assets"), and (ii) 1,130,150 shares, or approximately 29%, of Cleveland-Cliffs Common Stock (the "Detroit-Cliffs Stock"), and 120,571 shares of capital stock of Steep Rock Iron Mines, Ltd., an Ontario, Canada corporation (the "Other Securities").

According to such financial statements, the aggregate cost to Detroit Steel of the Detroit-Cliffs Stock is $18,728,000. The closing price of Cleveland-Cliffs Common Stock on the New York Stock Exchange on Wednesday, May 27, 1970, the trading day immediately prior to the filing of this Offer with the Securities and Exchange Commission, was $35. Accordingly, at that price, the aggregate market value of the Detroit-Cliffs Stock was approximately $39,555,250. The price range of the Cleveland-Cliffs Common Stock on the New York Stock Exchange for the periods indicated is as follows:

	High	Low
1968	61	42
1969	60¾	36
1970 (through May 27)	45	33¾

Cleveland-Cliffs estimates that the present market value of the Other Securities is approximately $367,742.

The Balance Sheet of Detroit Steel at December 31, 1969 discloses $28 million of notes payable to an insurance company at an interest rate of 5½% per annum, payable in annual installments of $1.9 million commencing July 1, 1971, with a final payment of $3.3 million on July 1, 1984. Also disclosed are total current liabilities of $21,980,000, including $9.5 million of unsecured notes payable to banks and $950,000 of current installments of long-term debt. According to such Balance Sheet, the Stockholders' Equity of Detroit Steel on December 31,

1969 was $83,119,000, or $21.18 per share on 3,937,963 issued and outstanding shares (exclusive of 2,550 shares held in treasury). However, a Note to such Balance Sheet states that the actuarially computed value of vested benefits under Detroit Steel's retirement plans for eligible salaried and hourly-rated employees, at the dates of determination and after giving effect to increased benefits granted during the year, exceeded the corresponding pension funds and balance sheet accruals by approximately $24,500,000.

According to published information, in March, 1970, Cyclops purchased from American Export Industries, Inc. ("American-Export") 761,794 shares, or 19.3%, of the Common Stock of Detroit Steel for a purchase price consisting of $12 million in cash plus a note for $5 million, plus a ten-year warrant to purchase 150,000 shares of the Common Stock of Cyclops at $46 per share. The closing price of Cyclops Common Stock on the New York Stock Exchange on Wednesday, May 27, 1970, the trading day immediately prior to the filing of this Offer with the Securities and Exchange Commission, was $25⅜. The price range of the Cyclops Common Stock on the New York Stock Exchange for the periods indicated is as follows:

	High	Low
1968	52	31
1969	52¼	29¾
1970 (through May 27)	38	23⅞

Assuming that the $5 million note is valued at its face amount, the consideration paid by Cyclops for such shares amounts to approximately $22.32 per share, without giving effect to the value, if any, of the warrant. Cleveland-Cliffs has been advised that a shareholder of Detroit has filed suit against American Export, Cyclops, Detroit Steel and certain persons who were then Directors of Detroit Steel, alleging, among other things, that such block of Detroit Steel shares represents a controlling interest in Detroit Steel, and that American Export received an unlawful premium for the sale of such shares because of such alleged control. Plaintiff has asked for judgment requiring American Export, Cyclops and the individual defendants to pay over to Detroit Steel and its shareholders the alleged damages thus suffered by Detroit Steel and its shareholders, and the alleged benefits thus received by American Export, the cost and expenses of such action, including reasonable counsel fees, and such other and further relief as may be just.

The purpose of this Offer is to obtain sufficient control and ownership of the shares of Detroit Steel Common Stock to enable Cleveland-Cliffs and Cyclops to carry out the transactions contemplated by the Offering Agreement. Toward this end, depending on the number of shares of Common Stock of Detroit Steel tendered to Cleveland-Cliffs pursuant to this Offer, Cleveland-Cliffs plans to gain control of the business of Detroit Steel. The Offering Agreement provides, in general, among other things, that Cyclops will not tender to Cleveland-Cliffs in this Offer the 761,794 shares of Detroit Steel Common Stock owned by Cyclops (the "Cyclops-Detroit Stock"), but instead, following the termination of this Offer, Cleveland-Cliffs and Cyclops will use their best efforts to (i) cause the Operating Assets to be transferred to a newly formed subsidiary of Detroit (the "Steel Subsidiary"), all of the shares of which, together with the promissory note of Detroit Steel in the original principal amount of $1,414,000, bearing interest at the rate of 4% per annum with interest and principal payable on June 30, 1971 (the "Detroit Note"), are to be transferred to Cyclops in exchange for and extinguishment of the Cyclops-Detroit Stock, and (ii) cause the Other Securities to be sold, exchanged, transferred or otherwise liquidated. The Steel Subsidiary is to assume all of the liabilities and obligations of Detroit Steel (including contingent liabilities) other than (i) the Detroit Note, (ii) liability for all federal and state income tax with respect to any disposition of the Detroit-Cliffs Stock and the Other Securities, and (iii) an amount equal to that portion of the increased tax, if any, including penalties and interest thereon, imposed

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upon and paid by Detroit Steel under the provisions of Section 47 of the Internal Revenue Code (or the similar provisions under any applicable state statute) by reason of the transfer of the shares of the Steel Subsidiary to Cyclops, as described above, equal to one-half of the amount by which such increased tax, if any, exceeds $790,000. Counsel has advised Cliffs that the amount of such increased tax might be as much as $2.4 million. Pursuant to the Offering Agreement, Cleveland-Cliffs, Cyclops and Detroit Steel have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Exchange Act of 1934, as amended.

It is intended that all corporate approvals required to implement the foregoing transactions will be obtained, including, without limitation, such votes of the shareholders of Detroit Steel as may be required. Subject to the resolution of the accounting, corporate, tax, and other legal matters involved, and subject to receipt of all requisite corporate approvals, Cleveland-Cliffs intends to cause the foregoing transactions to be consummated as soon as reasonably practicable, although there can be no assurance that such transactions can be consummated in the time or in the manner contemplated. The Offering Agreement in substance provides that if it becomes impossible or impractical to consummate the transactions described above, Cleveland-Cliffs and Cyclops shall endeavor to achieve the same objectives with the minimum adverse tax consequences to Detroit, Detroit shareholders (except for their capital gains taxes, if any) and Cyclops. Cyclops has agreed that until December 31, 1970 Cyclops shall not directly or indirectly negotiate with any person other than Cliffs, or make or enter into any agreement with any person other than Cliffs, concerning matters and transactions contemplated by the Offering Agreement.

If such transactions are consummated, the principal asset of Detroit Steel will be the Detroit-Cliffs Stock. Although it is contemplated that Detroit Steel eventually might be liquidated and the Detroit-Cliffs Stock distributed pro rata to all of the shareholders of Detroit Steel, including Cleveland-Cliffs but excluding Cyclops, it has not been definitively determined when or whether such events might occur. Pending such eventual liquidation, Detroit Steel might be required to register with the Securities and Exchange Commission pursuant to the Investment Company Act of 1940, and be subject to regulation thereunder.

Of the 3,937,963 shares of Detroit Steel Common Stock issued and outstanding (exclusive of 2,550 shares held in treasury), Cleveland-Cliffs holds 16,200 and Cyclops holds 761,794, or an aggregate of 777,994 shares. Such shares of Detroit Steel Common Stock held by Cleveland-Cliffs and by Cyclops will not be tendered. If the Offer is accepted to the full extent of 3,159,969 shares, the cost to Cleveland-Cliffs will be $52,139,489, plus expenses of approximately $550,000 exclusive of brokerage commissions. Cleveland-Cliffs will obtain the funds necessary to pay for the Detroit Steel shares as follows: approximately $25 million from its consolidated general funds; approximately $20.2 million, being the market value at the date hereof, from the sale of marketable investment securities held by Cleveland-Cliffs; and the balance, approximately $7 million, to be borrowed from The Cleveland Trust Company for one year or less and at the prime commercial rate of 8%.

Cleveland-Cliffs has been advised that (i) J. S. Wilbur, Executive Vice President of Cleveland-Cliffs, beneficially owns four shares of Detroit Steel Common Stock, (ii) John Horton, a Director of The Cleveland-Cliffs Steamship Company, a wholly-owned subsidiary of Cleveland-Cliffs, beneficially owns 50 shares of Detroit Steel Common Stock, (iii) C. A. Carter, a Director of Cleveland-Cliffs, owns 50,000 shares of Detroit Steel Common Stock, and (iv) Mr. Carter and G. E. Cullen, Jr., a Director of Cleveland-Cliffs, have the option to purchase 25,000 and 8,000 shares, respectively, of Detroit Steel Common Stock pursuant to Detroit Steel's qualified stock option plan. Cleveland-Cliffs further has been advised that neither Cleveland-Cliffs nor Cyclops, nor any of their respective officers or Directors, or persons controlling either Cliffs or Cyclops or any of their associates, have any beneficial ownership in,

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or right to acquire, shares of Detroit Steel other than hereinabove specified, and that neither Cleveland-Cliffs nor Cyclops nor any of their respective officers, Directors or affiliated persons (including all subsidiaries) have effected any transactions in such shares during the past 60 days.

After the acquisition by Cyclops of the Steel Subsidiary, Cyclops expects to make equitable arrangements for the conversion of the presently outstanding Detroit Steel stock options held by Detroit Steel officers and other key employees into options to purchase shares of Steel Subsidiary or Cyclops.

The names, business addresses and principal occupations of the Directors and officers of Cleveland-Cliffs are: E. Colin Baldwin, Director-Chairman of the Board and Chief Executive Officer, The Sherwin-Williams Company, manufacturer of paint, varnish, lacquer and chemical products, 101 Prospect Avenue, N.W., Cleveland, Ohio 44101; Charles A. Carter, Director-President, Detroit Steel Corporation, a steel producer and fabricator, P. O. Box 7508, Detroit, Michigan 48209; George E. Cullen, Director-Vice President, Marketing, Detroit Steel Corporation; H. Stuart Harrison, Director, President; James D. Ireland, Director-Chairman of the Board, Peerless Eagle Coal Company, a coal mining company, 1662 Union Commerce Building, Cleveland, Ohio 44115; Philip R. Mather, Director-private investor and industrialist, 16 Arlington Street, Boston, Massachusetts 02116; Thomas F. Patton, Director-Chairman of the Board, Republic Steel Corporation, steel producer and fabricator, P.O. Box 6778, Cleveland, Ohio 44101; A. Dean Perry, Director-limited partner of Hornblower & Weeks-Hemphill, Noyes, investment bankers, 1801 East Ninth Street, Cleveland, Ohio 44114; David T. Searls, Director-partner of the law firm of Vinson, Elkins, Searls & Connally, First City National Bank Building, Houston, Texas 77002; Joseph A. Vieson, Director-partner of the law firm of Cross, Wrock, Miller & Vieson, Penobscot Building, Detroit, Michigan 48226; Jeptha H. Wade, Director-partner of the law firm of Choate, Hall & Stewart, 30 State Street, Boston, Massachusetts 02109; R. J. Wean, Director-Honorary Chairman, Wean United, Inc., designer, engineer, manufacturer, and seller of metal processing machinery and equipment, Wean United, Inc., Warren, Ohio 44482; John S. Wilbur, Director, Executive Vice President; William E. Dohnal, Vice President, International; Robert M. Kimmel, Secretary; Hugh J. Leach, Vice President, Research and Development; J. P. Long, Vice President, Finance; Thomas E. McGinty, Vice President, Planning and Corporate Development; M. Thomas Moore, Controller; Samuel K. Scovil, Senior Vice President, Sales; John C. Vickery, Treasurer; and J. S. Westwater, Senior Vice President, Operations.

Except as noted above, the business address of the above-mentioned Directors and officers of Cleveland-Cliffs is 1460 Union Commerce Building, E. Ninth Street and Euclid Avenue, Cleveland, Ohio 44115.

The names, business addresses and principal occupations of the Directors and officers of Cyclops are: James H. Becker, Director-Chairman of the Board, A. G. Becker & Co., Inc., investment bankers, One First National Plaza, Chicago, Illinois 60670; Roger A. Black, Director-Chairman of the Board, The Ohio Brass Company, a manufacturer of electrical and mining equipment and bronze valves, 380 North Main Street, Mansfield, Ohio 44902; Ernest E. Brayshaw, Director-President, Empire-Reeves Steel Division of Cyclops, P. O. Box 369, Mansfield, Ohio 44901; William D. Dickey, Director, Vice President, Secretary, Treasurer; John V. Faulkner, Assistant Secretary and Assistant Treasurer; Louis J. Frey, Director-President, Bowman Building Products Division, P. O. Box 2129, Pittsburgh, Pennsylvania 15230; Thomas P. Johnson, Director-partner of the law firm of Kirkpatrick, Lockhart, Johnson & Hutchison, 1100 Oliver, Pittsburgh, Pennsylvania 15222; William H. Knoell, Director, Executive Vice President; Leonor F. Loree, II, Director-Executive Vice President, The Chase Manhattan Bank, NA, One Chase Manhattan Plaza, New York, New York 10015; Guy F. McCracken, Director, President Universal-Cyclops Specialty Steel Division of Cyclops; Samuel J. Reeves,

Director-retired, 307 East Iron Avenue, Dover, Ohio 44622; Thomas R. Scheffer, Director-Chairman of the Board, The Reeves Banking & Trust Co., Dover, Ohio 44622; B. Frank Smith, Director-President, Sawhill Tubular Division of Cyclops, P. O. Box 11, Sharon, Pennsylvania 16146; and William G. Stewart, Director-President.

Except as noted above, the business address of the above-mentioned Directors and officers of Cyclops is 650 Washington Road, Pittsburgh, Pennsylvania 15228.

Cleveland-Cliffs and Cyclops each have filed with the Securities and Exchange Commission a Statement on Schedule 13D under the General Rules and Regulations under the Securities Exchange Act of 1934, furnishing certain additional information with respect to this Offer.

Yours truly,

THE CLEVELAND-CLIFFS IRON COMPANY

The Dealer Manager of this Offer is:

Lehman Brothers

May 29, 1970

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OFFER EXPIRES 5:00 P.M. EASTERN DAYLIGHT TIME ON MONDAY, JUNE 8, 1970 UNLESS EXTENDED

LETTER OF TRANSMITTAL
to accompany certificates for Shares of Common Stock of

DETROIT STEEL CORPORATION

tendered pursuant to Offer to Purchase dated May 29, 1970
by

THE CLEVELAND-CLIFFS IRON COMPANY

Shares tendered may be withdrawn by written notice received by the Tender Agent or one of the Forwarding Agents, by or on behalf of the tendering shareholder prior to midnight, Eastern Daylight Time, on Friday, June 5, 1970, or in any envelope postmarked prior to midnight, Eastern Daylight Time, on Friday, June 5, 1970, and received by the Tender Agent or one of the Forwarding Agents in the regular course of the mail.

To: THE CLEVELAND TRUST COMPANY, *Tender Agent*
East Ninth and Euclid Avenue
Cleveland, Ohio 44101

CHEMICAL BANK
Forwarding Agent
20 Pine Street
New York, New York 10015

NATIONAL BANK OF DETROIT
Forwarding Agent
Woodward at Fort
Detroit, Michigan 48226

Gentlemen:

The undersigned hereby delivers to The Cleveland-Cliffs Iron Company ("Cleveland-Cliffs") the below-described certificates representing shares of Common Stock of Detroit Steel Company ("Detroit Steel") upon the terms and conditions specified in Cleveland-Cliffs' Offer to Purchase dated May 29, 1970, and in the Instructions hereto (such Offer and Instructions being herein collectively called the "Offer"). The undersigned acknowledges receipt of and has read and understands the contents of the Offer.

Certificate Number(s)	Number* of Shares Tendered	Total Number of Shares Represented by Certificates
	*All shares represented by certificates listed are deemed to have been tendered unless otherwise indicated in this space.	

Note: If space is inadequate, certificate numbers and numbers of shares may be listed on a separate schedule affixed hereto. If certificate numbers are not known, so state.

In consideration of the Purchase Price set forth in the Offer, the undersigned hereby sells, assigns and transfers to Cleveland-Cliffs all right, title and interest in the shares evidenced by the above-identified certificates, in accordance with the Offer, and constitutes and appoints the Tender Agent the true and lawful attorney of the undersigned to effect the transfer of said shares on the books of Detroit Steel. The undersigned represents that the undersigned has authority to deliver the enclosed certificates and sell the shares represented thereby to Cleveland-Cliffs and that Cleveland-Cliffs will acquire good and unencumbered title thereto, free and clear of all liens, charges and encumbrances not subject to any adverse claim. The undersigned will upon request execute any additional documents necessary or desirable to complete the assignment.

Please mail the check for the Purchase Price to the undersigned at the address specified below unless otherwise indicated under Special Payment Instructions or Special Delivery Instructions.

SIGNATURE GUARANTEED
(See Instruction No. 4) .....

SIGNATURE OF REGISTERED HOLDER(S) .....

SPECIAL PAYMENT INSTRUCTIONS

To be completed ONLY if proceeds are to be paid other than to the registered holder(s).
Issue and mail check to:

Name .....
(Please print)

Address .....
(Give Zip Code)

.....

SPECIAL DELIVERY INSTRUCTIONS

To be completed ONLY if certificates are to be returned other than to the registered holder(s).
Mail certificates to:

Name .....
(Please print)

Address .....
(Give Zip Code)

.....

The name and address of the member of the NASD or the member of a national securities exchange who solicited the Offer should be set forth below.

Name .....

Address .....

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TO BE USED ONLY IF CERTIFICATES ARE NOT TRANSMITTED HEREWITH

The undersigned,

☐ a member of a national securities exchange,

☐ a commercial bank,

☐ a trust company,

guarantees to deliver to the Tender Agent certificates for the shares covered by this Letter of Transmittal in proper form for transfer not later than 5 business days after notice of purchase has been given by the Tender Agent.

SIGN HERE .....
Authorized Signature

Check No.	Amount	No. Shs. Issued	Block
Forwarding Agent Control No.	Date Received	Ctf. No.	Reference

INSTRUCTIONS

Forming part of the terms and conditions of the Offer

1. Fill in the information describing your Common Stock in the Letter of Transmittal.

2. Identify the qualified broker or dealer who solicited and obtained your tender.

3. Indicate the name and address to which payment for your Common Stock or certificates for shares of Common Stock not purchased are to be sent if different from the name and address of the person(s) signing the Letter of Transmittal.

4. Sign and date the Letter of Transmittal. If signed by an executor, administrator, trustee, guardian, attorney-in-fact, corporate officer or others acting in a fiduciary or representative capacity, enclose proper documentary evidence of the appointment and authority of such person(s) to act. The adequacy of such evidence must be established to the satisfaction of the Tender Agent. If a certificate is in the name of more than one holder, each person named in the certificate must sign. Signature(s) must correspond exactly to name(s) in certificate(s) or instruments of transfer. If any shareholder's shares are registered in different ways on different stock certificates, it will be necessary for him to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of his shares. In all events, the signature(s) must be guaranteed by a commercial bank or trust company in the Continental United States having a Cleveland correspondent or by a firm or corporation having membership on the New York, Midwest, Detroit or Pacific Stock Exchange.

5. Since the Letter of Transmittal authorizes the transfer to Cleveland-Cliffs of the delivered stock certificates, stock certificates should NOT be endorsed or accompanied by stock powers UNLESS payment for any shares is to be made, or stock certificates for any shares not purchased are to be registered, in a name other than that in which the delivered stock certificates are registered. In such event the stock certificates must be properly endorsed or accompanied by a properly executed stock power, the signature(s) in either case being guaranteed by a commercial bank or trust company in the Continental United States having a Cleveland correspondent or by a firm or corporation having membership on the New York, Midwest, Detroit or Pacific Stock Exchange.

6. Transfer tax stamps should not be affixed to the delivered stock certificates. If such taxes are payable, they will be paid by Cleveland-Cliffs, EXCEPT that if payment is to be made to other than the registered holder, an additional transfer is involved and in such case or in case certificates are tendered by other than the registered holder without proof of payment of prior transfer taxes, applicable taxes will be deducted from the purchase price.

7. Shareholders may either (i) deliver the Letter of Transmittal and stock certificates to the Tender Agent or one of the Forwarding Agents as specified in the Letter of Transmittal, (ii) mail them to the Tender Agent at the addresses shown in the Letter of Transmittal, or (iii) request their bank or broker to effect the transaction for them. In mailing stock certificates, registered mail is suggested and mailing is at the shareholder's risk.

8. To be acceptable, stock certificates must be received by the Tender Agent no later than 5:00 P.M., Eastern Daylight Time, on Monday, June 8, 1970, unless the Expiration Time is extended. Defective tenders received before such time, however, will be accepted if the defects are cured before the expiration of the Expiration Time. Neither Cleveland-Cliffs, the Tender Agent nor any of the Forwarding Agents shall be under any duty to give notification of defects in such tenders or incur any liability for failure to give such notification. Cleveland-Cliffs shall have the absolute right to reject any or all stock certificates not in proper form or to waive any irregularities.

9. No alternative, conditional or contingent deliveries will be accepted and no fractions of a share will be purchased.

10. If a shareholder delivers to the Tender Agent a certificate representing shares in excess of the number of shares tendered and accepted, a certificate for the excess shares will be returned to such shareholder as soon as practicable after receipt and acceptance of the Offer.

11. Cleveland-Cliffs, entirely at its election, may waive any of the specified conditions of the Offer in the case of any share or shares delivered or purported to be delivered.

AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 1970 by and between CYCLOPS CORPORATION, a corporation organized and existing under the laws of the State of Pennsylvania (hereinafter called "Cyclops"), and DETROIT STEEL CORPORATION, a corporation organized and existing under the laws of the State of Michigan (hereinafter called "Detroit"):

W I T N E S S E T H:

A. WHEREAS, Cyclops owns 761,794 shares of Common Stock, par value $1.00 per share, of Detroit ("Detroit Common"); and

B. WHEREAS, Detroit is engaged in the business of operating steel making facilities; and

C. WHEREAS, both Cyclops and Detroit are desirous of accomplishing certain transactions which would result in the exchange of all of Detroit's operating assets, subject to liabilities, for the shares of Detroit Common now held by Cyclops.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, for good and valuable consideration had and received, and intending to be bound hereby, the parties hereto agree as follows:

SECTION 1

Representations and Warranties of Cyclops

Cyclops represents and warrants to Detroit that:

(a) Cyclops has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Pennsylvania, and has the power and authority (corporate and other) to execute this Agreement and to consummate the transactions contemplated herein;

(b) The Directors of Cyclops have duly authorized and approved the execution of this Agreement and the consummation of the transactions contemplated herein;

(c) Except with respect to the agreements set forth in Annex A hereto, Cyclops is not bound or affected by any contract, obligation or other commitment, written or other, which is or may be breached by or inconsistent with the performance of this Agreement, or the performance of all or any part of which may be accelerated by the execution, delivery, or performance by Cyclops of this Agreement; and

(d) Cyclops owns 761,794 shares of Detroit Common, free and clear of all liens, encumbrances, restrictions and equities.

SECTION 2

Action to be Taken by Detroit

2.1. Forthwith upon receipt of this Agreement duly executed by Cyclops, Detroit will submit this Agreement to its Board of Directors. Upon approval by the Board of Directors, subject to such approval by shareholders of Detroit as may be required as hereinafter provided, Detroit shall execute this Agreement and deliver a duly executed counterpart thereof to Cyclops.

2.2. Upon or prior to execution of this Agreement by Detroit, Detroit shall join in the request filed by Cyclops on May 21, 1970 with the Commissioner of Internal Revenue for tax rulings in substantially the form of the request, a copy of which, initialed by Cyclops for identification, heretofore has been delivered to Detroit with the copy of this Agreement executed by Cyclops.

2.3. Promptly following approval of this Agreement by its Board of Directors Detroit shall give due notice of, solicit proxies for, and hold a meeting of shareholders for the purpose of obtaining the authorization by the shareholders of Detroit of its execution and performance of this Agreement and the change of corporate name provided for herein.

SECTION 3

Steel Subsidiary

3.1. Promptly following its execution of this Agreement, Detroit shall organize a subsidiary corporation under the laws of Delaware having a capitalization, Certificate of Incorporation, By-Laws and a Board of Directors satisfactory to Cyclops ("Steel Subsidiary").

3.2. The conditions precedent to the obligations and duties of Detroit under Section 3.3 are as follows:

(a) There shall have been delivered to Cyclops and/or Detroit rulings of the Commissioner of Internal Revenue substantially to the effect requested as provided in Section 2.2, or there shall have been delivered to Cyclops and Detroit opinions of their respective Counsel, satisfactory to them respectively, substantially to the same effect.

(b) This Agreement shall have been duly approved by the Board of Directors and authorized by the shareholders of Detroit.

(c) There shall have been delivered to Detroit an opinion of Counsel for Detroit confirming such approval and authorization.

3.3. Upon satisfaction of the conditions precedent set forth in Section 3.2, Detroit shall transfer to the Steel Subsidiary all of the assets of Detroit, real and personal, tangible and intangible, of every kind and character whatsoever and wherever located except for the following assets:

(a) All of the 1,130,150 shares of Common Stock of The Cleveland-Cliffs Iron Company owned by Detroit at the date of this Agreement or the proceeds from any sale thereof or the assets purchased with any such proceeds.

(b) All shares of capital stock of Steep Rock Iron Mines, Ltd., a corporation organized and existing under the laws of the Province of Ontario, Canada, owned by Detroit as of the date of this Agreement or the proceeds from any sale thereof or the assets purchased with any such proceeds.

In consideration for such transfer, the Steel Subsidiary shall assume all of the liabilities (including contingent liabilities) of Detroit, other than (i) the Note referred to in Section 4.1(b), (ii) liability for federal and state income tax, if any, with respect to any disposition of shares referred to in clauses (a) and (b) above, and (iii) an amount equal to the portion of the increased tax, if any, including penalties and interest thereon, imposed upon and paid by Detroit under the provisions

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of Section 47 of the Internal Revenue Code (or the similar provisions of any applicable state statute) by reason of the transfer of the assets to and exchange for the Detroit Common held by Cyclops of the shares of the Steel Subsidiary as contemplated by this Agreement, equal to 1/2 of the amount by which such increased tax, if any, exceeds $790,000; and the Steel Subsidiary shall be obligated to perform and discharge all of the obligations and duties of Detroit, including but not limited to, all liabilities, duties and obligations under Notes issued pursuant to the January 15, 1964 Purchase Agreement between The Prudential Insurance Company of America and Detroit in the principal amount of Twenty-Eight Million Dollars ($28,000,000) and under all pension plans and programs of Detroit; and the Steel Subsidiary shall issue to Detroit a number of shares of common stock of the Steel Subsidiary which shall constitute all of the Steel Subsidiary's authorized and issued shares of capital stock. All shares so issued by the Steel Subsidiary shall be validly issued, fully paid and non-assessable.

SECTION 4

Exchange of Shares

4.1. Immediately upon the consummation of the transactions described in Section 3.3, Detroit shall:

(a) Transfer and deliver to Cyclops all of the shares of capital stock of the Steel Subsidiary owned by Detroit. Such shares shall constitute all of the authorized and issued shares of capital stock of the Steel Subsidiary.

(b) Issue and deliver to Cyclops its promissory note in the principal amount of $1,414,000 in the form attached hereto as Annex B.

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4.2. Simultaneously with and in consideration for the transfer provided for in Section 4.1, Cyclops shall:

(a) Transfer and deliver to Detroit, free and clear of all liens, encumbrances, charges, restrictions and equities, all of the 761,794 shares of Common Stock of Detroit owned by Cyclops. Such shares shall constitute all of the shares of Common Stock of Detroit owned by Cyclops as of the date of such transfer.

(b) Execute and deliver to Detroit an instrument or instruments under which Cyclops assumes or guarantees, and Detroit is released from, any liabilities, duties and obligations of Detroit arising under the Purchase Agreement dated June 15, 1964 between Detroit and The Prudential Insurance Company of America, and the Notes issued pursuant thereto.

(c) Execute and deliver to Detroit an Indemnity Agreement in substantially the form attached hereto as Annex C.

(d) Obtain the consent of all of the lenders of long-term debt of Cyclops.

4.3. Immediately following the exchange provided for in Section 4.1, Detroit shall change its name to a name not the same as or confusingly similar to "Detroit Steel" and satisfactory to Cyclops.

4.4. Cyclops shall endeavor at the earliest practicable date to:

(a) Obtain a release of Detroit under the following agreements:

(i) Agreement dated August 1, 1968 between Detroit and United Steel Workers of America relating to pension plan.

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(ii) Basic Agreements between Detroit and United Steel Workers of America.

If necessary to obtain such release, Cyclops shall guarantee the obligations of the Steel Subsidiary under the agreements referred to in clauses (i) and (ii) above.

(b) Amend, if practicable, the respective trust agreements relating to the pension plans for salaried and hourly employees of Detroit, as amended, so as to specify that the trust funds under such plans shall be allocated upon termination as follows: (i) First, to employees already retired and receiving pensions, (ii) Second, to employees who then have vested benefits but are not retired, and (iii) Third, to all other employees on an equitable basis giving effect to their respective entitlements.

SECTION 5

Interim and Continuing Arrangements

5.1. As long as (i) the obligations of the parties under this Agreement have not been terminated in accordance with the provisions of Section 6 and (ii) all of the transactions contemplated in this Agreement have not been consummated:

(a) Detroit will conduct its business and affairs only in the ordinary and usual course and will not engage in or suspend or cease any activity or enter into any other transaction outside the ordinary and usual course of business except for matters reasonably necessary to carry out the transactions contemplated by this Agreement and such other matters, if any, as may be consented to, in advance by Cyclops in writing; and

(b) Detroit will maintain with respect to all properties and assets in which it has an interest, insurance in such amount and under such policies as may reasonably be specified by Cyclops.

5.2. From the time of the exchange provided for in Section 4.1(a) to December 31, 1971, Cyclops will, subject to strikes and Acts of God, continue to operate the steel making plant at Portsmouth, Ohio.

SECTION 6

Rights of Termination

6.1. Cyclops and Detroit each shall have the right to terminate this Agreement by notice to the other if any of the following shall occur:

(a) The Board of Directors of Detroit has not prior to June 30, 1971 duly approved this Agreement; or

(b) The shareholders of Detroit have not prior to June 30, 1971 duly authorized this Agreement by the affirmative vote of the holders of such numbers of shares of Common Stock as in the opinion of Counsel for Detroit shall be required for such purpose; or

(c) Rulings of the Commissioner of Internal Revenue substantially to the effect requested as provided in Section 2.2 have not been obtained prior to June 30, 1971, and counsel for Cyclops have on or about such date advised Cyclops that in their opinion material doubt exists whether the tax consequences of the transactions contemplated in this Agreement will be substantially as set forth in such request; or

(d) A court of competent jurisdiction has permanently enjoined the transaction contemplated by Section 4.1, and no appeal can be taken therefrom.

(e) In any event, if the transactions contemplated by Sections 3 and 4 of this Agreement have not been consummated prior to July 15, 1971.

6.2. Detroit shall in addition to the provision of Section 6.1 have the right by notice to Cyclops to terminate this Agreement, if:

(a) Any of Cyclops representations and warranties set out in Section 1 shall be materially inaccurate; or

(b) Cyclops is unable to deliver the release of Detroit described in Section 4.2(b) at or prior to the time specified in Section 4.2; or

(c) Cyclops is in default with respect to or has failed to perform any of its obligations hereunder.

6.3. Cyclops shall in addition to the provision of Section 6.1 have the right by notice to Detroit to terminate this Agreement if Detroit is in default with respect to or has failed to perform any of its obligations hereunder.

6.4. If either party has the right to terminate this Agreement, it may do so by notice to the other party. Following any such termination neither party shall have any further rights, obligations or duties under this Agreement.

SECTION 7

Miscellaneous

7.1. Notices. All notices, demands, requests, offers, consents, acceptances and other communications (hereinafter called "communications") which may or are required to be given by a party to the other party shall be in writing. All communications to Cyclops shall be manually delivered or sent by U.S. registered mail, postage prepaid, addressed to Cyclops at 650 Washington Road, Pittsburgh, Pennsylvania 15228, Attention Secretary, or at such other address as Cyclops may from time to time designate in a written notice. All communications to Detroit shall be manually delivered or sent by U.S. registered mail, postage prepaid, addressed to Detroit at 1025 South Oakwood Avenue, Detroit, Michigan 48209, Attention Secretary, or at such other address as Detroit may from time to time designate in a written notice. Communications which shall be given in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder and shall be deemed to have been given as of the time of the receipt thereof by an officer of the party to whom the notice is addressed.

7.2. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Pennsylvania. If any provision of the Agreement is unenforceable or invalid, the Agreement shall be ineffective only to the extent of such provision and the enforceability or validity of the remaining provisions of this Agreement shall not be affected thereby, unless the continued validity of such remaining

provisions would be inconsistent with the objectives of the parties reflected herein. The term "Counsel for Detroit" as used herein shall mean Cross, Wrock, Miller & Vieson, or such other firm as is agreed upon by Detroit and Cyclops.

7.3. Entire Agreement. This Agreement and the documents attached hereto and described herein contain the entire agreement of the parties hereto with regard to the subject matter hereof.

7.4. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

7.5. Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns; provided, however, that neither party hereto may make any assignment of this Agreement or any interest therein, by operation of law or otherwise, without the prior written consent of the other party, except that, without such consent, either party may assign this Agreement or any interest therein to (a) any successor to all or substantially all of such party's assets and business by dissolution, merger, consolidation, transfer of assets, or otherwise or (b) any direct or indirect subsidiary of either party or of any successor referred to in (a) hereof.

7.6. Captions. The captions set forth in this Agreement are for convenience only and shall not be considered as part of this

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Agreement or as in any way limiting or amplifying any terms and provisions hereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered on the date first above written.

CYCLOPS CORPORATION

[Corporate Seal]

By _____

And _____

DETROIT STEEL CORPORATION

[Corporate Seal]

By _____

And _____

ANNEX A

LIST OF ALL LOAN AGREEMENTS BETWEEN
CYCLOPS AND VARIOUS BANKS AND INSURANCE COMPANIES

1. Loan Agreement with Metropolitan Life Insurance Company dated February 28, 1961, as amended

2. Loan Agreement with The Equitable Life Assurance Society of the United States dated February 28, 1961, as amended

3. Loan Agreement with The Prudential Insurance Company of America dated October 21, 1963, as amended

4. Loan Agreement with New York Life Insurance Company dated May 1, 1967, as amended

5. Loan Agreement with The Equitable Life Assurance Society of the United States dated May 1, 1967, as amended

6. Credit Agreement with The Chase Manhattan Bank, N.A., Mellon National Bank and Trust Company, The Union National Bank of Pittsburgh and The National City Bank of Cleveland dated June 1, 1965, as amended

PROMISSORY NOTE

Detroit, Michigan

_____, 1970

For value received, DETROIT STEEL CORPORATION, a corporation organized and existing under the laws of the State of Michigan (hereafter called the "Corporation"), promises to pay to the order of CYCLOPS CORPORATION, a corporation organized and existing under the laws of the State of Pennsylvania (hereafter called the "Payee"), on June 30, 1971, ONE MILLION FOUR HUNDRED FOURTEEN THOUSAND DOLLARS ($1,414,000.00) in lawful money of the United States at the office of the Payee, 650 Washington Road, Pittsburgh, Pennsylvania, 15228, with interest after date hereof on the unpaid balance of principal at the rate of 4% per annum computed and payable at maturity, and at the rate of 10% per annum thereafter until paid.

The Corporation may prepay all or any part of the principal of this Promissory Note at any time prior to maturity together with the accrued and unpaid interest to the date of such prepayment. All payments on this Promissory Note shall be applied first against accrued and unpaid interest and the balance, if any, against unpaid principal.

In the event of the:

(a) failure of the Corporation to make payment of the interest and/or principal of this Promissory Note or of any part thereof, when due; or

(b) assignment by the Corporation for the benefit of creditors; or adjudication of the Corporation as a bankrupt; or passage of title to or possession of the assets of the Corporation or any

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part thereof, to any receiver, trustee, or assignee for the benefit of creditors; or bankruptcy, insolvency, reorganization, arrangement, debt adjustment, or liquidation proceedings or receivership proceedings, in which the Corporation is alleged to be insolvent or unable to pay its debts as they mature, instituted under any law by or against the Corporation, the Corporation's consenting to the same or admitting in writing the material allegations of the petition filed in said proceedings; or the failure of such proceedings to be dismissed within thirty (30) days after its institution; or any occurrence or proceeding by which the Corporation is brought into liquidation by its own act or by operation of law;

then upon the occurrence of any one or more of the above events, all the unpaid principal of this Promissory Note, with all interest due thereon, shall, at the option of the holder, become due and payable.

The Corporation hereby waives presentment, demand, protest, default, acceptance, performance, and/or notice of any kind with respect to this Promissory Note and waives trial by jury.

IN WITNESS WHEREOF, the Corporation has executed and delivered this Promissory Note on the date first above written.

DETROIT STEEL CORPORATION

By_____

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT, made and entered into this _____ day of May, 1970, by and between CYCLOPS CORPORATION, a corporation organized and existing under the laws of the State of Pennsylvania (hereinafter called "Cyclops"), and DETROIT STEEL CORPORATION, a corporation organized and existing under the laws of the State of Michigan (hereinafter called "Detroit").

WITNESSETH:

A. WHEREAS, Cyclops and Detroit made and entered into an Agreement on _____, 1970 (hereinafter called the "Cyclops-Detroit Agreement"); and

B. WHEREAS, by the terms of Section 4.2(c) of the Cyclops-Detroit Agreement, Cyclops is obligated to execute and deliver to Detroit, upon the consummation of certain transactions and the obtaining of certain releases, an indemnity agreement; and

C. WHEREAS, Cyclops and Detroit have agreed that this Indemnity Agreement be executed by Cyclops and delivered to Detroit pursuant to Section 4.2(c) of the Cyclops-Detroit Agreement.

NOW, THEREFORE, in consideration of the premises and in discharge of its obligations pursuant to Section 4.2(c) of the Cyclops-Detroit Agreement, for good and valuable consideration had and received, and intending to be bound hereby, Cyclops agrees as follows:

Cyclops hereby indemnifies and agrees to defend, compensate, protect, secure and hold harmless Detroit from and against any and all

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claims, demands, controversies, causes of action, suits, judgments, executions, liens, charges, restrictions, equities, encumbrances, debts, liabilities, obligations, duties, hurts, damages, losses, injuries or penalties of every nature and kind, whether direct or indirect, absolute or contingent, known or unknown at the date hereof, as well as all costs and all expenses related in any way thereto (including legal fees) which are, or may be alleged or asserted to be, under, or which may, or may be alleged or asserted to, arise or grow out of, or which may, or may be alleged or asserted to be, in any way related to any or all of the following:

(a) Purchase Agreement dated June 15, 1964 between Detroit and The Prudential Insurance Company of America, and the Notes issued pursuant thereto;

(b) Agreement dated August 1, 1968 between Detroit and United Steel Workers of America relating to pension plan;

(c) Basic Agreements between Detroit and United Steel Workers of America;

(d) The respective trust agreements relating to the pension plans for salaried and hourly employees of Detroit, as amended.

IN WITNESS WHEREOF, Cyclops has caused this Agreement to be duly executed and delivered on the date first above written.

CYCLOPS CORPORATION

[Seal]

By_____

And_____

EXHIBIT 4

LIST OF ALL LOAN AGREEMENTS BETWEEN
CYCLOPS AND VARIOUS BANKS AND INSURANCE COMPANIES

1. Loan Agreement with Metropolitan Life Insurance Company dated February 28, 1961, as amended.

2. Loan Agreement with The Equitable Life Assurance Society of the United States dated February 28, 1961, as amended.

3. Loan Agreement with The Prudential Insurance Company of America dated October 21, 1963, as amended.

4. Loan Agreement with New York Life Insurance Company dated May 1, 1967, as amended.

5. Loan Agreement with The Equitable Life Assurance Society of the United States dated May 1, 1967, as amended.

6. Credit Agreement with The Chase Manhattan Bank, N.A., Mellon National Bank and Trust Company, The Union National Bank of Pittsburgh and The National City Bank of Cleveland dated June 1, 1965, as amended.

A G R E E M E N T

THIS AGREEMENT, made and entered into as of this 10th day of August, 1970, by and between THE CLEVELAND-CLIFFS IRON COMPANY, a corporation organized and existing under the laws of the State of Ohio ("Cliffs") and CYCLOPS CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("Cyclops");

W I T N E S S E T H:

WHEREAS, Cliffs and Cyclops have entered into an Agreement dated May 28, 1970 ("Cliffs-Cyclops Agreement"); and

WHEREAS, Exhibit 3 to the Cliffs-Cyclops Agreement is a form of agreement ("Cyclops-Detroit Agreement") proposed to be entered into between Cyclops and DETROIT STEEL CORPORATION, a corporation organized and existing under the laws of the State of Michigan ("Detroit"); and

WHEREAS, Cliffs and Cyclops desire to memorialize the further agreement they have reached to amend the Cliffs-Cyclops Agreement and the Cyclops-Detroit Agreement to reflect the unforeseen and unexpected delays which have occurred and the further delays which are possible in the final consummation of the transactions contemplated by both the Cliffs-Cyclops Agreement and the Cyclops-Detroit Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, for other good and valuable considerations had and received, and intending to be bound hereby, the parties hereto agree as follows:

1. The first sentence of Section 3.3 of the Cyclops-Detroit Agreement is hereby amended by the addition of new subparagraphs (c) and (d) which read as follows:

"(c) All amounts of cash received by Detroit between June 20, 1970, and the transfer contemplated by this Section 3.3 by reason of a purchase of shares of stock in Detroit upon the exercise of a stock option granted by Detroit.

(d) The rights of Detroit under Section 5.3 hereof."

2. The last paragraph of Section 3.3 of the Cyclops-Detroit Agreement shall be amended and restated to read as follows:

"In consideration for such transfer, the Steel Subsidiary shall assume all of the liabilities (including contingent liabilities) of Detroit, other than (i) the Note referred to in Section 4.1(b), (ii) liability for federal and state income tax, if any, with respect to any disposition of shares referred to in clauses (a) and (b) above, (iii) an amount equal to the portion of the increased tax, if any, including penalties and interest thereon, imposed upon and paid by Detroit under the provisions of Section 47 of the Internal Revenue Code (or the similar provisions of any applicable state statute) by reason of the transfer of the assets to and exchange for the Detroit Common held by Cyclops of the shares of the Steel Subsidiary as contemplated by this Agreement, equal to one-half of the amount by which such increased tax, if any, exceeds $790,000, and (iv) any direct or indirect liabilities paid or payable to shareholders of Detroit whether with respect to claims pursuant to Section 44 of the Michigan General Corporation Act or with respect to claims by shareholders of Detroit in connection with transactions which are the subject matter of this Agreement, and, in order to effectuate the intent of this provision, the assets to be transferred to the Steel Subsidiary pursuant to this Section 3.3 shall not be reduced by the amount of any sums paid by Detroit on account of such claims of shareholders pursuant to Section 44 of the Michigan General Corporation Act or in connection with the transactions which are the subject of this Agreement; and the Steel Subsidiary shall be obligated to perform and discharge all of the obligations and duties of Detroit, including but not limited to, all liabilities, duties and obligations under Notes issued pursuant to the January 15, 1964 Purchase Agreement between The Prudential Insurance Company of America and Detroit in the principal amount of Twenty-Eight Million Dollars ($28,000,000) and under all pension plans

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and programs of Detroit; and solely in exchange for such assets the Steel Subsidiary shall issue to Detroit a number of shares of common stock of the Steel Subsidiary which shall constitute all of the Steel Subsidiary's authorized and issued shares of capital stock. All shares so issued by the Steel Subsidiary shall be validly issued, fully paid and non-assessable."

3. Section 4.2 of the Cyclops-Detroit Agreement is hereby amended by the addition of a new paragraph (e) which reads as follows:

"(e) In the event the transaction contemplated by Section 4.1 of this Agreement is consummated subsequent to September 4, 1970, Cyclops shall execute and deliver to Detroit a subordinated promissory note of Cyclops in the form attached as Annex D bearing interest at the rate of 8% per annum with annual principal payments of ten equal amounts commencing December 31, 1972, or the date upon which such transactions are consummated, whichever is later, and in the aggregate principal amount equal to the aggregate of the amounts, if any, by which the total dividends (net of income taxes) received by Detroit from the shares of Common Stock of The Cleveland-Cliffs Iron Company owned by Detroit, in each subject quarter exceeds Detroit's losses (net of income taxes) for the same quarter all as determined in conformity with Detroit's consistently followed and generally accepted accounting principles. A Subject Quarter is a calendar quarter commencing on or after July 1, 1970 and terminating at the end of the calendar quarter in which such transaction is consummated if the next sentence is inapplicable, or at the beginning of such calendar quarter if the next sentence is applicable. If the transaction is consummated in a calendar quarter prior to the date in that quarter on which dividends are received by Detroit from Common Stock of Cliffs, the principal amount of such note will be reduced under the following circumstances. Detroit losses (net of income taxes), if any, in such calendar quarter shall be calculated to the last day of the month in which the transaction is consummated. Subject to the limitation described in the next sentence, the amount of such losses (net of income taxes) shall be credited against the principal amount of such note. Such credit shall be limited to an amount determined by multiplying the dividends (net of income taxes) received in such calendar quarter by Detroit from Common Stock of Cliffs by a fraction the numerator of which is the number of months in such calendar quarter during which Detroit's losses (net of income taxes) are calculated as set forth herein (i.e., including the full month in which said transaction is consummated) and the denominator of which is 3. For the purpose of this Section 4.2(e), the term "dividends (net of income taxes)"

shall mean the amount of the dividends received in a quarter less the portion of the taxes based on income allocable to such quarter, if any, attributable to such dividend after allocating to such dividend the dividend received deduction allowed with respect thereto; the term "losses (net of income taxes)" shall mean the losses incurred by Detroit in a quarter after reflecting any increase in income resulting from a recovery of taxes based on income allocable to any other quarter; and there shall be excluded in determining the income or losses of Detroit (i) dividends (net of income taxes) received from the shares of Common Stock of Cliffs owned by Detroit, (ii) gains and losses attributable to sales or exchanges of capital assets or assets subject to Section 1231 of the Internal Revenue Code, (iii) the results of transactions not in the ordinary course of business as heretofore conducted, (iv) the results of material changes from operating practices or procedures heretofore employed, including, without limitation, accelerated payments to pension funds, expanded maintenance and repair programs which reflect a departure from good industry practice, prepayments of interest and material increases in rental obligations not required by lessors with respect to presently leased properties, and (v) the costs of management, consultation or other services performed directly or indirectly by Cyclops, or any agent, servant or employee of Cyclops. For the purpose of this Section 4.2(e), if the transaction contemplated by Section 4.1 is not consummated on or prior to September 4, 1970, solely because formal closings of the lenders' consents have not been completed (although informal consents satisfactory to Cyclops have been received), such transactions shall be deemed to have been consummated on or prior to September 4, 1970.

In the event the transaction contemplated by Section 4.1 of this Agreement is consummated on or prior to September 4, 1970, dividends received by Detroit subsequent to August 10, 1970 from the shares of Common Stock of The Cleveland-Cliffs Iron Company owned by Detroit shall be retained by Detroit and not transferred to Steel Subsidiary under Section 3.3 of this Agreement."

4. Section 5 of the Cyclops-Detroit Agreement shall be amended by adding a new Section 5.3, which will read as follows:

"5.3. From and after the time of the exchange provided for in Section 4.1(a), Cyclops will pay to Detroit the portion set forth below of (i) any amount paid by Detroit to shareholders of Detroit with respect to claims pursuant to Section 44 of the

Michigan General Corporation Act in connection with the transactions which are the subject of this Agreement (exclusive of the amount paid by Detroit up to $16.50 per share for each share owned by such dissenting shareholders which is acquired by Detroit) and (ii) any amount of direct or indirect liability paid by Detroit to shareholders of Detroit with respect to claims by shareholders of Detroit in connection with transactions which are the subject matter of this Agreement (other than one or more of the "Excluded Items" as hereinafter defined), whether any such amounts are paid pursuant to judgment, or pursuant to full or partial settlement, or pursuant to an offer contemplated by such Section 44 and concurred in by Cyclops. (For this purpose amounts assessed for court costs and fees of counsel for Detroit shareholders in any appraisal or other proceedings shall be treated as payment to Detroit shareholders, and each of the following shall be an Excluded Item: (I) claims based upon actions after August 10, 1970 by Cyclops or Cliffs without the advance knowledge, or over the opposition (expressed in writing to the party taking the action) of, the other; (II) liabilities of Cyclops, provision for which is made in Section 6.1 of the Cliffs-Cyclops Agreement; (III) claims presently asserted in the Martin Foundation, Inc. v. American Export Industries et al., Civil Action No. 70 CIV. 1221, U.S.D.C. S.D.N.Y. (to the extent, if any, that such claims may be deemed connected with transactions which are the subject matter of this Agreement); (IV) claims arising out of violations by Cyclops of the Cliffs-Cyclops Agreement or this Agreement; (V) claims arising out of violations by Cliffs of the Cliffs-Cyclops Agreement; (VI) claims based upon alleged misconduct of Cyclops in which Cliffs is not claimed by the claimant to have participated; and/or (VII) claims based upon alleged misconduct of Cliffs in which Cyclops is not claimed by the claimant to have participated):

(a) One-half of the first $500,000 of any such amounts less any amounts theretofore paid by Cyclops pursuant to Section 6.1(a)(i) of the Cliffs-Cyclops Agreement;

(b) Three-sixteenths of any such amounts in excess of $500,000 and up to $1,000,000 less any amounts theretofore paid by Cyclops pursuant to Section 6.1(a)(ii) of the Cliffs-Cyclops Agreement;

(c) Two-sixteenths of any such amounts in excess of $1,000,000 and up to $1,500,000 less any amounts theretofore paid by Cyclops pursuant to Section 6.1(a)(iii) of the Cliffs-Cyclops Agreement; and

(d) One-sixteenth of any such amounts in excess of $1,500,000 and up to $2,000,000 less any amounts theretofore paid by Cyclops pursuant to Section 6.1(a)(iv) of the Cliffs-Cyclops Agreement.

Amounts payable under this Section 5.3 shall be paid to Detroit immediately upon payment by Detroit to the shareholders of Detroit. Allocation of payments between subsections of this Section 5.3 and the corresponding subsections of Section 6.1 of the Cliffs-Cyclops Agreement shall be made by Cliffs in a manner to respect the rights of the minority shareholders of Detroit."

5. Section 6 of the Cliffs-Cyclops Agreement shall be amended by adding a new Section 6.1(a) to read as follows:

"6.1(a) In the event any amounts are paid by either Cyclops or Cliffs, or both, to shareholders of Detroit with respect to claims by shareholders of Detroit in connection with the transactions which are the subject matter of the Cyclops-Detroit Agreement pursuant to judgment or pursuant to full or partial settlement concurred in by both Cliffs and Cyclops (including for this purpose amounts assessed as court costs and fees of counsel for Detroit shareholders in connection with such claim but excluding Excluded Items as hereinafter defined), the aggregate of all of such amounts shall be allocated, as between Cyclops and Cliffs, as follows:

Cyclops shall bear liability to the following extent:

(i) One-half of the first $500,000 of any such amounts less any amounts theretofore paid by Cyclops pursuant to Section 5.3(a) of the Cyclops-Detroit Agreement;

(ii) Three-sixteenths of any such amounts in excess of $500,000 and up to $1,000,000 less any amounts theretofore paid by Cyclops pursuant to Section 5.3(b) of the Cyclops-Detroit Agreement;

(iii) Two-sixteenths of any such amounts in excess of $1,000,000 and up to $1,500,000 less any amounts theretofore paid by Cyclops pursuant to Section 5.3(c) of the Cyclops-Detroit Agreement; and

(iv) One-sixteenth of any such amounts in excess of $1,500,000 and up to $2,000,000 less any amounts theretofore paid by Cyclops pursuant to Section 5.3(d) of the Cyclops-Detroit Agreement; and

Cliffs shall bear liability for the remainder, and Cliffs shall pay to Cyclops or Cyclops shall pay to Cliffs such amount as may be necessary to give effect to this allocation.

Amounts payable under this Section 6.1(a) shall be paid to Cliffs or Cyclops immediately upon payment by the other party to shareholders of Detroit. Allocation of payments by Cyclops between subsections of this Section 6.1(a) and the corresponding subsections of Section 5.3 of the Cyclops-Detroit Agreement shall be made by Cliffs in a manner to respect the rights of the minority shareholders of Detroit. For the purpose of this Section 6.1(a), each of the following shall be an Excluded Item: (I) claims based upon actions after August 10, 1970 by Cyclops or Cliffs without the advance knowledge, or over the opposition (expressed in writing to the party taking the action) of, the other; (II) liabilities of Cyclops, provision for which is made in Section 6.1 of this Agreement; (III) claims presently asserted in the Martin Foundation, Inc. v. American Export Industries et al, Civil Action No. 70 CIV. 1221, U.S.D.C. S.D.N.Y. (to the extent, if any, that such claims may be deemed connected with transactions which are the subject matter of this Agreement); (IV) claims arising out of violations by Cyclops of this Agreement or the Cyclops-Detroit Agreement; (V) claims arising out of violations by Cliffs of this Agreement; (VI) claims based upon alleged misconduct of Cyclops in which Cliffs is not claimed by the claimant to have participated; and/or (VII) claims based upon alleged misconduct of Cliffs in which Cyclops is not claimed by the claimant to have participated."

6. Section 3(e) of the Cliffs-Cyclops Agreement is hereby amended to read as follows:

"(e) From and after the 10th day of August, 1970, Cliffs and Cyclops will use their best efforts to accomplish the following action which shall take place concurrently:

(i) cause a majority of the members of the Detroit Board of Directors to consist of such members as Cliffs shall designate;

(ii) cause the operating assets and other related business of Detroit, with exception of the Cliffs Common Stock and Steep Rock stock, to be operated as a division of Detroit.

The business and affairs of such division shall be managed by an Operating Committee consisting of such members as Cyclops shall designate and Cliffs will use its best efforts to cause Detroit's Board of Directors to ratify, to the extent permitted by law,

any action taken by such Operating Committee as Cyclops shall request. The By-Laws of Detroit shall be amended to provide that the Chairman, President (one of whom shall be Chief Executive Officer) and other officers designated by Cyclops shall have exclusive executive authority with respect to the steel business of Detroit and that a Vice President and an Assistant Secretary (and no other officers) shall be designated by Cliffs, and they shall have exclusive executive authority with respect to stockholder relations of Detroit and investments by Detroit in shares of Cliffs and Steep Rock Iron Mines, Ltd.

If the transaction contemplated by Section 4.1 of the Cyclops-Detroit Agreement has not been consummated prior to November 1, 1970 (or at such other date as Cliffs and Cyclops may by agreement fix) Cliffs and Cyclops shall (assuming and as soon as all prerequisite court and lender approvals have been obtained) incorporate the above described division as Steel Subsidiary and, simultaneously therewith, enter into a further amendment of this Agreement under which the arrangements now provided for in the Cyclops-Detroit Agreement with respect to control of such division and the allocation of dividends on shares of Common Stock of Cliffs owned by Detroit shall be replaced by arrangements which shall reach the same economic and control result between the parties.

7. Cliffs shall have the right to terminate this Agreement if on or before August 22, 1970, through no fault of Cliffs, the majority of the Board of Directors of Detroit does not consist of persons designated by Cliffs, and Cyclops shall have the right to terminate this Agreement if on or before August 22, 1970, through no fault of Cyclops, the division and Operating Committee described in Section 3(e) of the Cliffs-Cyclops Agreement has not been organized as therein provided.

8. Cliffs and Cyclops shall each use their respective best efforts to effect a prompt consummation of the Cliffs-Cyclops Agreement and the Cyclops-Detroit Agreement.

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9. Except as expressly modified hereby, the Cliffs-Cyclops Agreement, the Cyclops-Detroit Agreement, and any and all annexes and exhibits thereto are hereby confirmed without change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

THE CLEVELAND-CLIFFS IRON COMPANY

By_____

CYCLOPS CORPORATION

By_____

Cyclops Corporation
8% Subordinated Promissory Note
Due December 31, 19__

_____, 1970

CYCLOPS CORPORATION, a Pennsylvania corporation (the "Company"), FOR VALUE RECEIVED, hereby promises to pay to the order of DETROIT STEEL CORPORATION, a Michigan corporation ("Detroit"), on December 31, 19__, the principal sum of $_____ in such coin or currency of the United States as at the time of payment is legal tender for public and private debts and to pay interest on the unpaid principal amount hereof from the date hereof, in like coin or currency, at the principal office of Detroit in the City of Detroit, Michigan annually on _____ _____ of each year, at the rate of 8% per annum. Interest for any period shall be computed on the basis of a 365-day year.

Prepayment. On _____, 19___, and on each _____ _____ thereafter to and including _____, 19__, the Company will apply to the prepayment of this Note, in the principal amount thereof, the sum of $_____, and such principal amount of this Note, together with interest thereon to the date of prepayment, shall become due and payable on such prepayment dates.

Subordination. The Company hereby agrees, and the holder of this Note by the acceptance hereof agrees, that the payment of the principal of and interest on this Note ("Subordinated Indebtedness") is hereby expressly made subordinate and junior in right of payment, to the prior payment in full of all present and future indebtedness of

the Company for money borrowed from any bank, insurance company or other institutional lender, or indebtedness of the Company evidenced by secured obligations sold to the public by the Company ("Superior Indebtedness"):

> No payments on account of principal, premium, if any, sinking funds, or interest on the Subordinated Indebtedness shall be made, and no Subordinated Indebtedness shall be purchased, either directly or indirectly, by the Company or any of its subsidiaries, unless full payment of amounts then due for principal, premium, if any, sinking funds, and interest on Superior Indebtedness has been made or duly provided for in money or money's worth. No payment on account of principal, premium, if any, sinking funds, or interest on the Subordinated Indebtedness shall be made, and no Subordinated Indebtedness shall be purchased, either directly or indirectly, by the Company or any of its subsidiaries, if, at the time of such payment or purchase or immediately after giving effect thereto, there shall exist under any Superior Indebtedness or any indenture or agreement pursuant to which any Superior Indebtedness is issued any default or any condition, event or act, which, with notice or lapse of time, or both, would constitute a default.
>
> Upon any acceleration of the principal amount due on Subordinated Indebtedness or upon any payment or distribution of assets of the Company of any kind or character, whether in cash, property or securities, to creditors upon any dissolution or winding-up or total or partial liquidation or reorganization of the Company, whether voluntary or involuntary or in bankruptcy, insolvency, receivership or other proceedings, all principal, premium, if any, and interest due or to become due upon all Superior Indebtedness shall first be paid in full, or payment thereof provided for in money or money's worth, before the holders of the Subordinated Indebtedness, or the trustee under any indenture pursuant to which Subordinated Indebtedness is issued, shall be entitled to retain any assets (other than shares of stock of the Company as reorganized or readjusted or securities of the Company or any other corporation provided for by a plan of reorganization or readjustment, the payment of which is subordinated, at least to the extent provided herein or with respect to Subordinated Indebtedness, to the payment of all Superior

3

Indebtedness which may at the time be outstanding, provided that in each case the rights of the holders of the Superior Indebtedness are not altered by such reorganization or readjustment) so paid or distributed in respect of the Subordinated Indebtedness (for principal, premium, if any, or interest); and upon any such dissolution or winding-up or liquidation or reorganization any payment or distribution of assets of the Company of any kind or character, whether in cash, property or securities (other than shares of stock of the Company as reorganized or readjusted or securities of the Company or any other corporation provided for by a plan of reorganization or readjustment, the payment of which is subordinated, at least to the extent provided herein or with respect to Subordinated Indebtedness, to the payment of all Superior Indebtedness which may at the time be outstanding, provided that in each case the rights of the holders of the Superior Indebtedness are not altered by such reorganization or readjustment), to which the holders of the Subordinated Indebtedness or any such indenture trustee would be entitled, except for the provisions of this Section, shall be paid by the Company or by any receiver, trustee in bankruptcy, liquidating trustee, agent or other person making such payment or distribution, or by the holders of the Subordinated Indebtedness or any such indenture trustee if received by them or it, direct to the holders of Superior Indebtedness (pro rata to each such holder on the basis of the respective amounts of Superior Indebtedness held by such holder) or their representatives, to the extent necessary to pay all Superior Indebtedness in full, in money or money's worth, after giving effect to any concurrent payment or distribution to or for the holders of Superior Indebtedness, before any payment or distribution is made to the holders of the Subordinated Indebtedness or to such indenture trustee.

The provisions of this paragraph are for the purpose of defining the relative rights of the holders of Superior Indebtedness on the one hand and the holder of this Note on the other hand, against the Company and its property; and nothing herein shall impair, as between the Company and the holder of this Note, the obligation of the Company, which is unconditional and absolute, to pay to the holder hereof the principal hereof and interest hereon in accordance with its terms; nor shall anything herein prevent the holder of this Note from exercising all remedies otherwise permitted by applicable law or hereunder upon

default under this Note, subject to the rights, if any, under this paragraph of holders of Superior Indebtedness to receive cash, property, stock or obligations otherwise payable or deliverable to the holder of this Note. After the payment in full of all amounts payable with respect to Superior Indebtedness, the holder of this Note shall be subrogated to the rights of the holders of Superior Indebtedness to receive payments or distributions of cash, property, stock or obligations applicable to Superior Indebtedness until the principal of and interest on this Note shall be paid in full, and for the purposes of such subrogation, no payments or distributions to the holders of Superior Indebtedness of any cash, property, stock or obligations to which the holders of this Note would be entitled except for the provisions of this paragraph, and no payment over pursuant to the provisions of this paragraph to the holders of Superior Indebtedness by the holder of this Note, shall, as between the Company, its creditors other than the holders of Superior Indebtedness and the holder of this Note, be deemed to be a payment by the Company to or on account of Superior Indebtedness.

Events of Default. This Note shall, at the option of the holder hereof, by notice in writing to the Company, become and be due and payable if:

(a) default shall be made in any payment of principal of this Note, when and as the same shall become due and payable, whether at maturity or at a date fixed for prepayment or by acceleration or otherwise; or

(b) default shall be made in the payment of any installment of interest on this Note when and as the same shall become due and payable and such default shall continue for a period of ten days; or

(c) default shall be made in the due observance or performance of any other agreement on the part of the Company contained herein; or

(d) default shall be made in payment of any other indebtedness of the Company; or

(e) the Company shall consent to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or shall admit in writing its inability to pay its debts generally as they come due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or a voluntary petition or an answer seeking, consenting to or acquiescing in reorganization in a proceeding under any bankruptcy laws (as now or hereafter in effect) or an answer admitting or failing to deny the material allegations of a petition filed against the Company in any such proceeding, or shall by voluntary petition, answer or consent, seek, consent to or acquiesce in relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding up of corporations, or an arrangement, composition, extension or adjustment with its creditors, of the Company or its directors or majority stockholders shall take action looking to the dissolution or liquidation of the Company; or

(f) an order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company or of any substantial

part of its property, or any substantial part of the property of the Company shall be sequestered, and any such order, judgment or decree of appointment or sequestration shall remain in force undismisse unstayed or unvacated for a period of 60 days after the date of entry thereof.

Applicable Law. This Note shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Cyclops Corporation has caused this Note to be signed in its corporate name by its President thereunto duly authorized, and to be dated as of the day and year first above written.

CYCLOPS CORPORATION,

by _____
President

_____
Treasurer

Office

CYCLOPS
CORPORATION

TO: L. E. Atkins November 3, 1980

FROM: Robert J. Tate

SUBJECT: Sale of Coke Plant to New Boston Coke Corporation

The assets which will be conveyed to New Boston Coke Corporation, a subsidiary of McLouth Steel Corporation, are as follows:

A. Real Estate

The following tracts and building and improvements thereon.

1. A 22.787 acre tract on which is located the coke plant and related facilities.

2. A 17.2708 acre tract on which is located a coal storage area.

3. A 2.371 acre tract on which is located the #7 boiler house and gas holder.

4. A 0.237 acre tract on which is located the #3 substation.

B. Personal Property

Shown on the attached list.

C. Inventory

All inventories including raw materials and work-in-process, coke by-products and finished goods (except coke) attributable to the coke plant. (A description of the items included in Inventory has not yet been completed.)

D. Blast Furnace Coke

Approximately 50,865 net tons of coke is being sold to McLouth Steel Corporation.

RJ

RJT:jvm
Attachment

AK000439

Counted Original
Do Not Remove From File

CYCLOPS CORPORATION

Acquisition of Portsmouth Coke Plant
by New Boston Coke Corporation,
a wholly owned subsidiary of
McLouth Steel Corporation
November 21, 1980

CLOSING DOCUMENTS

Volume I

Kirkpatrick, Lockhart, Johnson
& Hutchison

AK000440

CYLCOPS CORPORATION

Acquisition of Portsmouth Coke Plant by New Boston Coke Corporation, a wholly-owned subsidiary of McLouth Steel Corporation

Closing Documents

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AGREEMENT

THIS AGREEMENT, dated as of November 7, 1980, by and among CYCLOPS CORPORATION ("Cyclops"), a Pennsylvania Corporation having its chief executive office at 650 Washington Road, Pittsburgh, Pennsylvania 15228; McLOUTH STEEL CORPORATION ("McLouth"), a Michigan Corporation having its chief executive office at 300 South Livernois Avenue, Detroit, Michigan 48209; and NEW BOSTON COKE CORPORATION ("Purchaser"), an Ohio corporation and a wholly owned subsidiary of McLouth having its chief executive office at 300 South Livernois Avenue, Detroit, Michigan 48209.

1. The parties hereto propose to execute a Purchase Agreement (the "Purchase Agreement") on November 7, 1980, wherein the parties will agree to the consummation of certain transactions and the performance of certain obligations more fully described in the Purchase Agreement. The terms used herein have the same meanings as contained in the Purchase Agreement unless the context clearly indicates to the contrary.

2. On November 7, 1980, the parties will execute, but leave undated, the Purchase Agreement and all documents required by the Purchase Agreement and will deliver the same to Kirkpatrick, Lockhart, Johnson & Hutchison ("KLJH") 1500 Oliver

Building, Pittsburgh, Pennsylvania 15222, Attention: Robert L. Becker, Jr., to hold the same pursuant to the terms and conditions hereof; except that Purchaser will not pay the sum of $1,000,000.00 provided in Section 3(B)(i) of the Purchase Agreement; Purchaser will not pay the sum provided in Section 3(B)(ii) of the Purchase Agreement; and neither Purchaser nor Cyclops, as the case may be, will pay the sum provided in Section 3(B)(iii) of the Purchase Agreement. The Purchase Agreement and the various documents required pursuant to the Purchase Agreement are sometimes hereinafter collectively called "the Closing Documents".

3. On November 7, 1980, Purchaser will pay to Cyclops the sum of $200,000.00 (the "Earnest Money") which shall be applied by Cyclops against the sum of $1,000,000.00 to be paid by Purchaser pursuant to Section 3(B)(i) of the Purchase Agreement, provided that Purchaser and McLouth shall comply with all the terms of this Agreement on their respective parts to be performed as hereinafter provided.

4. In the event that, on or before 5:00 P.M. EST on November 14, 1980, McLouth shall give written notice to KLJH to release the Closing Documents and Cyclops shall receive at its chief executive office set forth above from Purchaser the sums required to be paid to it pursuant to Sections 3(B)(i) and

AK000447

3(B)(ii) of the Purchase Agreement less the Earnest Money, KLJH shall date the Closing Documents as of the date of its receipt of the release from McLouth and shall deliver the same to the parties entitled thereto and the Closing provided in the Purchase Agreement shall be deemed to have taken place as of such date of receipt.

5. In the event that, on or before 5:00 P.M. EST on November 14, 1980, McLouth shall pay to Cyclops at its chief executive office set forth above the additional sum of $100,000.00, the time within which McLouth and Purchaser shall be required to perform their obligations set forth in Section 4 hereof, and KLJH shall be required to date and release the Closing Documents, shall be extended to 5:00 P.M. EST on November 21, 1980.

6. In the event that McLouth (a) shall have paid to Cyclops the sum of $100,000.00 as provided in Section 5 hereof and (b) on or before 5:00 P.M. EST on November 21, 1980 shall pay to Cyclops at its chief executive office set forth above the additional sum of $100,000.00, the time within which McLouth and Purchaser shall be required to perform their obligations set forth in Section 4 hereof and KLJH shall be required to date and release the Closing Documents, shall be further extended to 5:00 P.M. EST on November 28, 1980.

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7. Forthwith, upon the performance by McLouth and Purchaser of their respective obligations set forth in Section 4 hereof, Cyclops or Purchaser, as the case may be, shall pay to the other the amounts provided in Section 3(B)(iii) of the Purchase Agreement.

8. All sums required to be paid to Cyclops pursuant to this Agreement shall be made by certified or official bank check drawn on the National Bank of Detroit.

9. In the event that Purchaser or McLouth shall not timely perform any of their respective obligations contained in Section 4 hereof, as the date for such performance may be extended pursuant to Sections 5 or 6 hereof, Cyclops will be entitled to retain the Earnest Money and any additional sums paid to Cyclops pursuant to Sections 5 or 6 hereof and the Purchase Agreement shall be and become null and void, and the obligations of the parties pursuant to the Purchase Agreement shall thereupon cease and determine and KLJH shall return the Closing Documents to the respective parties entitled thereto.

10. The payments to be made by McLouth to Cyclops pursuant to Sections 5 or 6 hereof shall not be applied or credited against the sums required to be paid to Cyclops pursuant to the Purchase Agreement, but will be paid by McLouth to Cyclops for the privilege of extending the time for

performance by McLouth and Purchaser pursuant to Section 4 hereof.

11. Notwithstanding the foregoing provisions of this Agreement, in the event that, at the time of the receipt by KLJH of the release from McLouth of the Closing Documents, Cyclops shall not have delivered to Purchaser (a) the ~~certificate~~ endorsement of Pioneer National Title Insurance Company or (b) the opinion of Squire, Sanders & Dempsey or Vorys, Sater, Seymour and Pease to the effect that River Avenue is a duly dedicated public street, McLouth shall have the option, for a period of forty-eight (48) hours following such receipt by KLJH, of terminating the Purchase Agreement upon twenty-four (24) hours' written notice to KLJH, whereupon the Purchase Agreement shall be and become null and void, the obligations of the parties pursuant to the Purchase Agreement shall thereupon cease and determine, KLJH shall return the Closing Documents to the respective parties entitled thereto, and Cyclops shall forthwith return to McLouth all payments made to Cyclops pursuant to this Agreement.

12. Time is hereby declared to be of the essence of this Agreement and all the terms and conditions hereof.

13. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

AK000450

14. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

Cyclops Corporation

By _____
Vice President

McLouth Steel Corporation

By Donald A. Hochhauser
Vice President

New Boston Coke Corporation

By Donald A. Hochhauser
President

AK000451

Cert # 13781

McLOUTH STEEL CORPORATION

DETROIT, MICHIGAN 48209

No. 235344
(9-32/720)

CERTIFIED

Payable only as originally drawn
and when properly endorsed

DATE 11-7-80

GENERAL ACCOUNT

AMOUNT $200,000.00*

TO NATIONAL BANK OF DETROIT
FORT-JUNCTION BRANCH 8

PAY TO THE ORDER OF:

NOV 7 1980

NATIONAL BANK OF DETROIT

8 8

AUTHORIZED SIGNATURE
DO NOT DESTROY

McLOUTH STEEL CORPORATION

AUTHORIZED SIGNATURES

CYCLOPS CORPORATION

⑈235344⑈ ⑆072000326⑆ 047⑈ 1C

ANCE
CE

McLOUTH STEEL CORPORATION 300 S. LIVERNOIS · DETROIT, MICH. 48209

No. 235344

VENDOR I.D.	INVOICE DATE	INVOICE NUMBER	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
6096	0000000000	00000000000	$200,000.00	000000000000	$200,000.00 $200,000.00*

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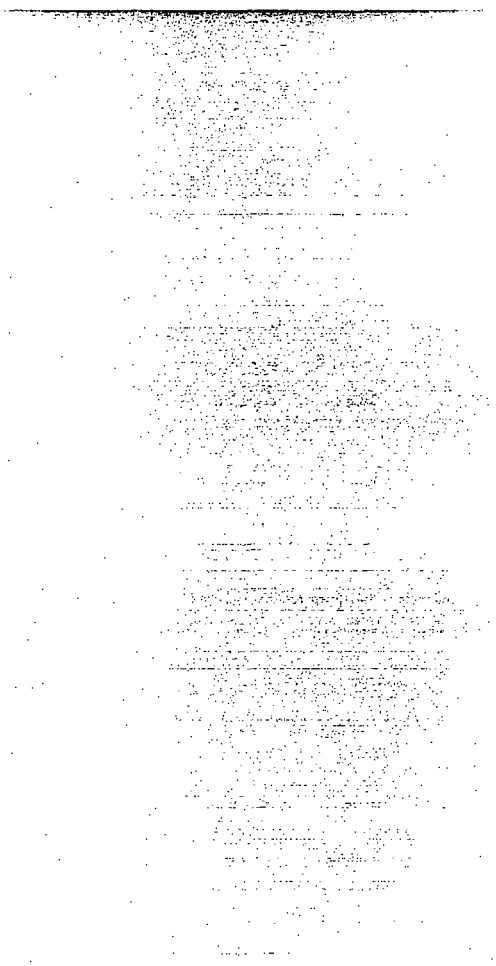


November 7, 1980

McLouth Steel Corporation

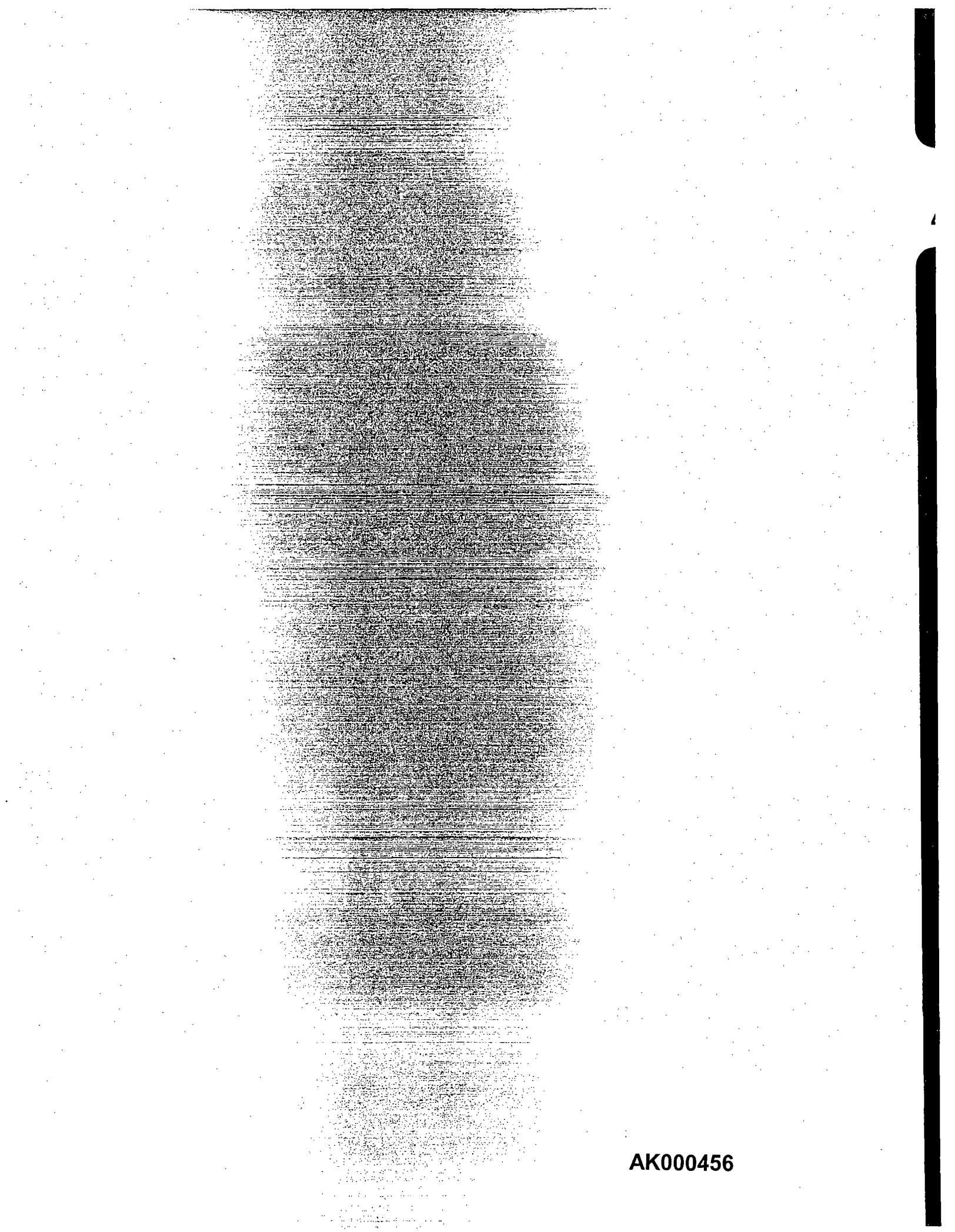
Re: Sale of the Portsmouth Coke Plant
to New Boston Coke Corporation

Gentlemen:

The undersigned acknowledges receipt of the $200,000.00 deposit under and subject to the Agreement dated November 7, 1980 with respect to the referenced transaction.

CYCLOPS CORPORATION

By _____
Vice President



AK000456

November 7, 1980

Cyclops Corporation
New Boston Coke Corporation
McLouth Steel Corporation

Re: Sale of the Portsmouth Coke Plant
to New Boston Coke Corporation

Gentlemen:

The undersigned acknowledges receipt of the Closing Documents under and subject to the Agreement dated November 7, 1980 with respect to the referenced transaction.

Kirkpatrick, Lockhart, Johnson & Hutchison

By Robert L. Ackerson Jr.

HARRY W. MILLER (1893-1951)
CLINTON M. SEARL (1902-1962)
CHESTER P. FITCH
LEE O. FITCH
JAMES C. FITCH

E. V. LEACH, JR.
STANLEY C. BENDER
RICHARD T. SCHISLER
DANIEL P. RUGGIERO

MILLER, SEARL & FITCH
A LEGAL PROFESSIONAL ASSOCIATION
300 BANK ONE PLAZA
P. O. BOX 950
PORTSMOUTH, OHIO 45662

TELEPHONE
AREA CODE 614
353-4191

November 7, 1980

Mr. Robert J. Tate
Assistant Secretary
Cyclops Corporation
650 Washington Road
Pittsburgh, Pennsylvania 15228

Re: Sale to New Boston
Coke Corporation

Dear Mr. Tate:

Enclosed is the reissued Commitment for Title Insurance in the amount of $10,000,000 that you requested. You should note that we anticipate deleting all of the standard exceptions from Schedule B in the final policy.

Very truly yours,

MILLER, SEARL & FITCH

Stanley C. Bender

SCB/gj
Enc. 1

AK000459

PIONEER NATIONAL
TITLE INSURANCE

A TICOR COMPANY

Commitment for Title Insurance

PIONEER NATIONAL TITLE INSURANCE COMPANY, (a stock company), a California corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate one hundred eighty (180) days after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned below by a validating officer of the Company.

Issued by:
MIDLAND TITLE SECURITY, INC.
300 Security Central Plaza
P.O. Box 950
Portsmouth, Ohio 45662
Phone: (614) 353-4191

Validating Signatory:
Stanley C. Bender

Countersigned:

By _____
Validating Signatory

Pioneer National Title Insurance Company

by _____
President

Attest _____
Secretary

AK000460

COPYRIGHT, 1966—AMERICAN LAND TITLE ASSOCIATION

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Schedule A

Commitment No.	Effective Date of Commitment: November 7, 1980
Your No.:	

Prepared For: New Boston Coke Corporation

Inquiries Should be Directed to:

Stanley C. Bender
MILLER, SEARL & FITCH
P. O. Box 950
Portsmouth, Ohio 45662

1. Policy or Policies to be issued: Amount

(a) ☒ ALTA Owners Policy – Form 1446.1 1970 $ 10,000,000.00

Proposed Insured: New Boston Coke Corporation

(b) ☐ ALTA Loan Policy 1970 $ _____

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

Cyclops Corporation

4. The land referred to in this Commitment is located in the County of Scioto, City of Portsmouth and State of Ohio and described as follows: Village of New Boston,

TRACT ONE: Situate in Section 12, Village of New Boston, Scioto County, Ohio, and being part of Parcel No. 1 included in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589 of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at a concrete monument at the intersection of the corporation line between the Village of New Boston and the City of Portsmouth with the Northerly right-of-way line of the Baltimore and Ohio Railroad Company; thence, from the beginning

AK000462

point and with the corporation line, N. 10 deg. 21' 20" W., passing an iron pin at 401.64 feet a total distance of 519.64 feet to an iron pin; thence, leaving the corporation line N. 85 deg. 21' 20" W., a distance of 69.00 feet to an iron pin; thence, S. 88 deg. 38' 40" W., a distance of 123.00 feet to an iron pin; thence, S. 85 deg. 46' 51" W., a distance of 62.79 feet to an iron pin; thence, S. 10 deg. 10' 06" E., a distance of 205.47 feet to an iron pin; thence, S. 69 deg. 47' 12" W., a distance of 2225.25 feet to a concrete monument; thence S. 20 deg. 25' 55" E., a distance of 382.91 feet to a concrete monument set in the Northerly right-of-way line of the aforementioned Baltimore and Ohio Railroad; thence, with the said right-of-way the following 5 calls: thence, N. 69 deg. 34' 05" E., a distance of 709.84 feet to an iron pin; thence, N. 69 deg. 50' 59" E., a distance of 337.13 feet to an iron pin; thence N. 75 deg. 34' 28" E., a distance of 140.35 feet to an iron pin; thence, N. 70 deg. 01' 41" E., a distance of 212.08 feet to a concrete monument; thence N. 69 deg. 47' 31" E., a distance of 1011.35 feet to the place of beginning and containing 22.787 acres, more or less.

TRACT TWO: Situate in the City of Portsmouth, Scioto County, Ohio, partially in Section 12 and partially in Section 7 and being part of Parcel 1 and all of Parcels 13 and 16 included in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, page 589 of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at a concrete monument set in the Northerly right-of-way line of the Baltimore and Ohio Railroad Company from which the City of Portsmouth corporation line bears, S. 69 deg. 37' 40" W., a distance of 30.43 feet; thence, from the beginning point, N. 69 deg. 52' 52" E., a distance of 1865.59 feet to a concrete monument; thence, N. 70 deg. 51' 04" E., a distance of 49.22 feet to an iron pin; thence, N. 70 deg. 12' 25" E., a distance of 226.84 feet to a concrete monument set in the dividing line between Sections 12 and 7; thence, with the dividing line N. 5 deg. 00' 55" E., a distance of 30.19 feet to an iron pin; thence, N. 80 deg. 02' 00" E., a distance of 426.90 feet to an iron pin; thence N. 84 deg. 03' 00" E., a distance of 204.53 feet to an iron pin; thence, leaving the aforementioned railroad right-of-way N. 5 deg. 50' 00" W., a distance of 15.00 feet to an iron pin; thence, S. 84 deg. 03' 00" W., a distance of 196.46 feet to an iron pin; thence, S. 80 deg. 02' 00" W., a distance of 431.81 feet to an iron pin in the aforementioned dividing line between Sections 12 and 7; thence, S. 76 deg. 39' 19" W., a distance of 25.78 feet to an iron pin; thence, N. 13 deg. 57' 58" W., a distance of 4.89 feet to an iron pin; thence S. 76 deg. 39' 19" W., a distance of 175.61 feet to an iron pin;

thence S. 72 deg. 50' 04" W., a distance of 0.56 feet to an iron pin; thence, S. 14 deg. 28' 23" E., a distance of 5.10 feet to an iron pin; thence, S. 72 deg. 38' 04" W., a distance of 206.59 feet to an iron pin in the east line of the aforementioned Parcel No. 16; thence, with the East line, N. 17 deg. 13' 48" W. a distance of 4.60 feet to an iron pin; thence, N. 6 deg. 54' 20" E., a distance of 104.00 feet to an iron pin in the Northeast corner of said parcel and also being in the South right-of-way line of U. S. Route 52; thence, with the right-of-way and with the North line of said parcel N. 86 deg. 47' 33" W., a distance of 217.04 feet to an iron pin; thence, N. 86 deg. 13' 23" W., a distance of 72.24 feet to an iron pin; thence, S. 89 deg. 21' 17" W., a distance of 213.95 feet to an iron pin in the Northwest corner of Parcel No. 16 and the Northeast corner of Parcel No. 13; thence, with the North line of Parcel 13 and continuing with the South right-of-way of U. S. Route 52, S. 78 deg. 56' 03" W. a distance of 138.56 feet to an iron pin; thence, S. 89 deg. 21' 16" W., a distance of 89.00 feet to an iron pin in the Northwest corner of said Parcel 13; thence, continuing with the right-of-way of U. S. Route 52, N. 1 deg. 42' 30" W., a distance of 77.83 feet to an iron pin; thence, S. 80 deg. 57' 39" W., a distance of 243.73 feet to an iron pin; thence, S. 80 deg. 23' 07" W., a distance of 184.03 feet to a concrete monument set at the Northeast corner of a 1.145 acre tract deeded to the City of Portsmouth by Detroit Steel Corporation and recorded in Volume 605, Page 502, Scioto County Record of Deeds; thence, with the East line of said tract, S. 5 deg. 35' 15" E., a distance of 191.81 feet to an iron pin set at the Southeast corner of said tract; thence, with the South line, S. 84 deg. 24' 30" W., passing the Southwest corner of the 1.145 acre tract at 252.89 feet a total distance of 598.89 feet to an iron pin, said pin being 30.00 feet Easterly measured at right angles from the aforementioned City of Portsmouth corporation line; thence, parallel with the line, S. 10 deg. 21' 20" E., a distance of 533.89 feet to the place of beginning and containing 17.2708 acres, more or less, being all of Parcel 13 (1.2803 acres), all of Parcel No. 16 (2.1450 acres), and 13.8455 acres of Parcel No. 1.

TRACT THREE: Situate in Section 12, Township 1-N, Range 21-W, Village of New Boston, Scioto County, Ohio, and being part of Parcel Numbers 1, 7 and 8 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589 of the Scioto County Deed Records and being more particularly bounded and described as follows: To change

Beginning at a railroad spike on the Westerly right-of-way line of Taylor Avenue at the Northeast corner of Lot 49 in Lakeside Addition (now partially vacated) to the Village of

New Boston as shown on the plat of said addition as recorded in Volume 2A, page 133 of the Scioto County Plat Records; thence, along said right-of-way South 0 deg. 51' 02" East, a distance of 16.17 feet to a railroad spike and the true place of beginning; thence, continuing along said right-of-way, South 0 deg. 51' 02" East, a distance of 23.83 feet to the Southeast corner of Lot 49 in said addition; thence, North 89 deg. 08' 58" East, a distance of 12.48 feet to a railroad spike; thence, South 11 deg. 51' 21" East, a distance of 226.91 feet to an iron pin; thence, South 77 deg. 00' 14" West, a distance of 96.90 feet to an iron pin; thence, South 88 deg. 51' 29" West, a distance of 457.41 feet to an iron pin; thence, North 31 deg. 33' 17" East, a distance of 198.76 feet to a railroad spike; thence, North 72 deg. 13' 03" East, a distance of 247.55 feet to a railroad spike; thence, North 78 deg. 15' 59" East, a distance of 155.78 feet to the true place of beginning, containing 2.371 acres.

TRACT FOUR: Situate in Section 12, Township 1-N, Range 21-W, Village of New Boston, Scioto County, Ohio, and being part of Parcel No. 1 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589, of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at an iron pin on the Southerly right-of-way line of U. S. Route 52 and also on the property line between Cyclops Corporation and Alex B. Fisher (recorded in Volume 456, page 21); thence, with the following three calls along said right-of-way: North 88 deg. 53' 11" East, a distance of 88.42 feet to an iron pin; South 82 deg. 01' 08" East, a distance of 28.84 feet to a steel fence post; and North 84 deg. 02' 58" East, a distance of 37.84 feet to an iron pin; thence, South 6 deg. 02' 16" East, a distance of 60.05 feet to a railroad spike; thence, South 83 deg. 53' 40" West, a distance of 154.03 feet to an iron pin on the aforementioned property line; thence, along said property line, North 5 deg. 57' 02" West, a distance of 74.86 feet to the original place of beginning, containing 0.237 acres.

The insurer agrees to insure by special endorsement easements on subservient property adjoining the above-described property for roadway and railway purposes subject to a title examination of the subservient property.

Schedule B

Commitment No.

I. The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
   (a) Rights or claims of parties in possession not shown by the public records.
   (b) Easements, or claims of easements, not shown by the public records.
   (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
   (d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Special Exceptions:
   (a) Taxes

TRACT ONE - Coke Plant

Village of New Boston

Parcel No. 28-0287 - Area 2 NB

Land	$32,970
Bldg	321,060
Total	$354,030

1979 taxes are $13,093.60 per year. 1980 taxes are estimated at $16,634.10 per year.

TRACT THREE - Gas Holder and TRACT FOUR - Substation No. 3 are part of a larger tract.

Parcel No. 28-0288 - Area 3 NB 55.60 acres

Land	$132,820
Bldg	1,236,340
Total	$1,369,160

1979 taxes are $50,637.58 per year. 1980 taxes are estimated at $62,649.74 per year.

TRACT TWO - Coal Storage Yard 17.2708 acres

City of Portsmouth Ward 6

Parcel No. 34-0669 - 2.074 acres

Land	$21,780
Bldg	-0-
Total	$21,780

1979 taxes are $305.32 per year. 1980 taxes are estimated at $402.75 per year.

Parcel No. 34-0670 - 14.655 acres

Land	$53,860
Bldg	77,800
Total	$131,660

1979 taxes are $5,275.16 per year. 1980 taxes are estimated at $7,321.43 per year.

Parcel No. 34-0674 - 1.2803 acres

Land	$13,440
Bldg	-0-
Total	$13,440

1979 taxes are $188.32 per year. 1980 taxes are estimated at $248.54 per year.

Taxes for the year 1979 are paid in full. Taxes for the year 1980 are a lien but not yet determined.

4. The above-described premises are subject to the following easements and encumbrances:

deleted

(a) The northeast corner of Tract No. 3 (boiler house and gas holder) encroaches upon Taylor Avenue, a dedicated street.

(b) The above premises are subject to the following easements granted to the Ohio Power Company for the maintenance and operation of its electrical transmission lines, poles and anchors by the following deeds of easements:

Vol. 708, Page 270	March 23, 1978
Vol. 549, Page 281	February 8, 1965
Vol. 544, Page 635	September 22, 1964
Vol. 359, Page 562	January 22, 1949
Vol. 277, Page 73	August 7, 1941
Vol. 277, Page 71	August 7, 1941
Vol. 254, Page 591	March 23, 1940
Vol. 254, Page 589	December 4, 1938

(c) The above premises are subject to easements granted to the State of Ohio and/or the City of Portsmouth for highway purposes:

Vol. 510, Page 200	August 24, 1961
Vol. 341, Page 439	November 24, 1947

(d) The above premises are subject to an easement for the construction, operation and maintenance of a sanitary sewer granted to the City of New Boston in Deed Book Vol. 458, Page 248, dated October 3, 1956.

(e) The above premises are subject to an easement for the construction, operation and maintenance of a drain pipe for Millbrook Lake granted to the Ohio Power Company in Deed Book 369, Page 228, dated September 20, 1949.

(f) The above premises are subject to several easements granted to the City of Portsmouth and Village of New Boston for the construction and maintenance of a floodwall and flood defense pump and gates granted in Deed Book Vol. 380, Page 245, dated June 23, 1950; Vol. 345, Page 36, dated November 6, 1947; Vol. 336, Page 237, dated August 12, 1947; Vol. 335, Page 349, dated August 14, 1947.

(g) The above premises will also be subject to additional easements reserved by Cyclops Corporation for operation of railroad tracks, cranes and utilities to be incorporated in the deed from Cyclops Corporation to New Boston Coke Corporation.

5. This policy does not insure the acreage, area or other quantitative measurements contained in the legal descriptions set forth in Schedule A hereof.

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Commitment for Title Insurance

PIONEER NATIONAL TITLE INSURANCE

A TICOR COMPANY

INDEX TO PURCHASE AGREEMENT

Section	Title
1.	Definitions
2.	Sale and Purchase of the Purchased Assets
3.	Purchase Price, Other Payments and Methods of Payment
4.	Assumption of Liabilities and Contracts Attributable to the Purchased Assets
5.	Employee Plans and Arrangements
6.	Covenants, Representations and Warranties of Cyclops
7.	Covenants, Representations and Warranties of Purchaser
8.	Covenants, Representations and Warranties of McLouth
9.	Coke Sale Agreement
10.	Joint Use Contracts
11.	Guaranty
12.	Access to Information
13.	Closing Documents Being Delivered by Cyclops
14.	Closing Documents Being Delivered by Purchaser and McLouth
15.	Indemnification; Survival of Representations and Warranties; Right to Money Damages
16.	Trade Accounts Receivable and Trade Accounts Payable

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INDEX TO PURCHASE AGREEMENT Cont.

Section	Title
17.	Revenue and Expense Prorations
18.	Brokerage and Finder's Fees
19.	Expenses, etc.
20.	Further Acts
21.	Benefit
22.	Construction
23.	Notice
24.	Entire Agreement
25.	Headings
26.	Counterparts

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LIST OF EXHIBITS

Letter	Descriptions
A.	Purchased Assets - Property, Plant and Equipment Description
B.	Contracts, Leases, Licenses Permits and Plans Assumed by Purchaser
C.	Note
D.	Guaranty
E.	Mortgage
F.	Security Agreement
G.	Inventory List
H.	List of Employees to be Employed by Purchaser
I-1	Agreement of Plan Transfer and Assumption-Hourly Employees
I-2	Agreement of Plan Transfer and Assumption-Salaried Employees
J-1	Accrued Vacation Time
J-2	Agreements as to Allocation of Vacation Costs
K.	Liens and Other Charges Against Purchased Assets (Personal property)
L.	No Exhibit
M.	Description of Real Property
N.	Intellectual Property
O.	Litigation - Cyclops

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LIST OF EXHIBITS Cont.

Letter	Descriptions
P.	Litigation - McLouth and Purchaser
Q.	Consents Required by Purchaser
R.	Coke Sale Agreement
S-1	Joint Use Contract-Electrical
S-2	Joint Use Contract-Water

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PURCHASE AGREEMENT

AGREEMENT dated as of November 21, 1980 by and among CYCLOPS CORPORATION, a Pennsylvania corporation (hereinafter called "Cyclops"), McLOUTH STEEL CORPORATION, a Michigan corporation (hereinafter called "McLouth"), and NEW BOSTON COKE CORPORATION, an Ohio corporation (hereinafter called "Purchaser"), a wholly owned subsidiary of McLouth.

Cyclops, through its Empire-Detroit Steel Division, owns and operates the Purchased Assets (as hereinafter defined). Cyclops desires to sell the Purchased Assets to Purchaser, and Purchaser desires to purchase the Purchased Assets, all for the purchase price, upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto mutually agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

(A) Purchased Assets means (i) all property comprising the Portsmouth Coke Plant as more particularly described in Exhibit A hereto as of the Closing Date including, but not limited to all such property of Cyclops (subject to emcumbrances of record and those encumbrances not of record but

described in Exhibit B) customarily located in Scioto County, Ohio, fixed assets, other equipment, stores, supplies and spare parts customarily used in connection with the operation of the Portsmouth Coke Plant together with all necessary rights of way and easements for access to all facilities and utilities required in the operation of the Portsmouth Coke Plant; (ii) Inventory (as defined in Section 3(C) hereof); and (iii) all right, title and interest of Cyclops in and under all contracts, leases, agreements, permits, plans, licenses, engineering drawings and tracings pertaining to the Purchased Assets and the operation of the Portsmouth Coke Plant, books and records pertaining to the operation of the Portsmouth Coke Plant except to the extent required by Cyclops for tax and accounting purposes, commitments, including, without limitation capital expenditures commitments, and other binding arrangements of Cyclops material to the operations of the Portsmouth Coke Plant, all of which (other than any individual contract, lease, agreement or commitment to be assumed which would involve an obligation after the Closing Date of $25,000 or less) are listed in Exhibit B hereto; excluding, however, all claims or rights of Cyclops arising in the normal course of the operations of the Portsmouth Coke Plant prior to the Closing Date.

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(B) Closing Date means the date hereinabove first written. The Closing of the transactions contemplated by this Agreement shall take place in Scioto County, Ohio.

(C) Portsmouth Coke Plant means the coke and coke by-product facilities of Cyclops located in Scioto County, Ohio.

2. Sale and Purchase of the Purchased Assets.

On the terms and conditions herein set forth, on the Closing Date Cyclops shall sell to Purchaser and Purchaser shall purchase from Cyclops, the Purchased Assets.

3. Purchase Price, Other Payments and Methods of Payment.

(A) Purchase Price for the Purchased Assets. The purchase price to be paid by Purchaser to Cyclops for the Purchased Assets shall consist of $1,000,000 in cash and a promissory note of Purchaser in the principal amount of $5,000,000, substantially in the form of Exhibit C attached hereto (hereinafter called the "Note"). The Note and all other obligations of Purchaser provided for herein shall be guaranteed by McLouth to the extent set forth in Exhibit D attached hereto pursuant to a guaranty substantially in the form of such Exhibit D (hereinafter called the "Guaranty"), and

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secured by a mortgage on the real property included in the Purchased Assets substantially in the form of Exhibit E attached hereto (herein called the "Mortgage") and a security interest in the Purchased Assets granted pursuant to a security agreement substantially in the form of Exhibit F attached hereto (herein called the "Security Agreement"). The value of the Inventory shall be added to the purchase price in determining the aggregate purchase price.

(B) Time of Payment. The aggregate purchase price for the Purchased Assets shall be paid as follows:

(i) On the Closing Date, Purchaser shall pay to Cyclops $1,000,000 in cash and shall execute and deliver the Note to Cyclops.

(ii) On the Closing Date, Purchaser shall also pay to Cyclops $18,082 which is the value of the Inventory.

(iii) A calculation shall also be made of all amounts owing Cyclops or Purchaser pursuant to Section 17 hereof with respect to revenue and

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expense proration. On the Closing Date Purchaser shall pay to Cyclops an amount equal to all amounts owing Cyclops as a result of such calculation less all amounts owing Purchaser, if this difference results in a net balance due Cyclops. If all amounts owing Purchaser as a result of such calculation exceeds all amounts so owing Cyclops, Cyclops shall pay the difference to Purchaser on the Closing Date.

(C) Definition of Inventory. The term Inventory as used herein means all inventories, including, but not limited to, raw materials and work in process, coke by-products, finished goods except coke, wherever located, attributable to the Portsmouth Coke Plant. A listing of the Inventory, estimated as of the Closing Date, which is agreeable to all parties hereto, is attached as Exhibit G hereto.

(D) Method of Payment. All payments made by Purchaser under this Section 3 shall be made by certified or official bank check drawn on National Bank of Detroit.

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4. Assumption of Liabilities and Contracts Attributable to the Purchased Assets.

(A) On the Closing Date Purchaser shall assume all liabilities and contracts attributable to the Purchased Assets referred to in Section 1(a)(iii), including those not required to be separately scheduled because they involve obligations less than $25,000, or as otherwise disclosed specifically in this Agreement or any Exhibit attached hereto.

(B) To the extent that any of the claims, contracts, leases, licenses, agreements, permits, plans, commitments, or other binding arrangements described in Exhibit B are not assignable without the consent of another party and such consent has not been obtained, but McLouth or Purchaser has waived such consent or such waiver is not needed pursuant to the terms hereof, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. Cyclops agrees to use its best commercially reasonable efforts to obtain the consent of the other party to any such claim, contract, lease, license, agreement, permit, plan, commitment, or other binding arrangement to the assignment thereof to Purchaser in all cases in which such consent is required for such assignment. If such consent is

not obtained, each of the parties agrees to cooperate with the other in any reasonable arrangement designed to enable Purchaser to perform its obligations under, and to provide for Purchaser the benefits of, any such claim, contract, lease, license, agreement, permit, plan, commitment, or other binding arrangement, including enforcement of any and all rights of Cyclops against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise.

5. Employee Plans and Arrangements.

(A) Cyclops and Purchaser intend that all hourly and salaried personnel now and customarily employed by Cyclops at the Portsmouth Coke Plant shall become employees of Purchaser as of the Closing Date; provided, however, such employment shall be continued on the usual employer-employee basis of good behavior, productivity and subject to the operating requirements of Purchaser. The foregoing shall not, however, be deemed a contract of employment with regard to any personnel. Cyclops has provided Purchaser with a list of such hourly and salaried personnel intended to be employed by Purchaser showing such persons' names, ages and length of service. A copy of such list is attached hereto as Exhibit H. None of the persons identified in Exhibit H are in long-term

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disability status or are known to Cyclops to suffer long-term disability which would prevent such persons from performing their customary employment responsibilities.

(B) Purchaser has entered into a collective bargaining agreement pertaining to certain persons now employed by Cyclops at the Portsmouth Coke Plant. On the Closing Date, Purchaser will implement employee benefit plans and pension plans provided for in such collective bargaining agreement or, in the case of employees not covered by such collective bargaining agreement, Purchaser will implement pension plans and other employee benefit plans (except any profit sharing plans) substantially equivalent to those maintained by Cyclops for such employees not covered by said collective bargaining agreements. Purchaser shall be responsible for all insured benefit claims with regard to employee medical costs incurred on and after the Closing Date, notwithstanding the fact that such costs may be attributable to a medical condition existing prior to the Closing Date.

(C) Purchaser shall assume all liability and expense for the accrued pensions (vested and unvested) of all such persons shown on Exhibit H calculated as of the Closing Date to the Closing Date under all the terms and provisions of the applicable hourly and salaried pension plans of Cyclops as

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in effect on the Closing Date. Purchaser shall further assume all future obligations to make the required contributions to satisfy the minimum funding standards of the Employee Retirement Income Security Act of 1974 ("ERISA") with respect to said assumed liability without regard to the form of the pension plans implemented under Section 5(B) hereof by Purchaser with regard to such employees. The parties hereto will execute at the Closing both of the Agreements of Plan Transfer and Assumption for each of the Cyclops pension plans in substantially the forms attached hereto as Exhibits I-1 and I-2.

(i) Purchaser shall grant each such employee full credit for eligibility and vesting purposes for his continuous service shown in Exhibit H in the pension plans implemented under Section 5(B) hereof by the Purchaser.

(ii) Cyclops shall cause the Trustees of its pension plans to assign and transfer to the Trustee or Trustees of the pension plans implemented under Section 5(B) hereof

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by the Purchaser with respect to such employees, the assets properly allocable under ERISA to the transferred liabilities as determined by the Cyclops' enrolled actuary and in accordance with law.

(iii) All assets transferred under subparagraph (ii) shall be in the form of cash or cash equivalents and shall be made as soon as possible after the expiration of the 30-day notice period established under ERISA. The principal amount of the assets (which shall not be less than $400,000) will be determined as of the Closing Date based upon the most recent fair market asset valuation by the Trustees, plus interest thereon at the rate of 8% per annum between said valuation date and the Closing Date. In the event that said assets cannot be transferred under ERISA until after the Closing Date, the principal amount of assets as determined above will

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bear interest at the rate of 8% per annum between the Closing Date and the date of transfer.

(iv) Purchaser and McLouth shall protect, hold harmless and indemnify Cyclops from and against any liability or payment to any participant, union or governmental agency with respect to the transferred and assumed pension liabilities in the event the Purchaser fails to satisfy the minimum funding requirements or otherwise causes a reportable event as defined in ERISA to occur with respect to such liabilities or to any of the pension plans implemented under Section 5(B) hereof.

(D) With regard to Cyclops' employees whose employment shall be transferred to Purchaser, Cyclops shall determine the pro rata amount to the Closing Date of the vacation such employees are entitled to take but have not taken during calendar 1980. A list identifying such employees and indicating their accrued but unused 1980 vacation and the

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compensation attributable to the accrued but unused vacation time of such employees is attached hereto as Exhibit J-1. Attached hereto as Exhibit J-2 is the agreement between Purchaser and Cyclops as to the manner in which vacation costs shall be allocated between them.

6. Covenants, Representations and Warranties of Cyclops. Cyclops covenants, represents and warrants with and to Purchaser as follows:

(A) Organization and Good Standing of Cyclops. Cyclops (i) is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and (ii) has full corporate power and authority to execute, deliver and perform the provisions of this Agreement. Cyclops has full corporate power and authority to own or lease the Purchased Assets owned or leased by it and to carry on the business attributable to the Portsmouth Coke Plant being conducted by it. Cyclops is duly qualified to do business and is in good standing as a foreign corporation in the State of Ohio.

(B) Purchased Assets.

(i) Cyclops has good and marketable title to the Purchased

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Assets, constituting personal property purported to be owned by it, free and clear of any mortgage, pledge, claim, lien or charge, except for (a) liens of taxes and governmental charges (aa) not yet payable or payable without penalty so long as payable or (bb) the validity of which Cyclops is contesting in good faith by appropriate action and which are described in Exhibit K attached hereto; (b) liens of employees and laborers for current wages not yet due; (c) mortgages, pledges, claims, liens, and charges listed in any Exhibit attached hereto; (d) liens arising by reason of any judgment, decree or order of any court described in Exhibit K attached hereto so long as any appropriate legal proceedings which may have been duly initiated for the review of such judgment, decree or order shall not have been finally determined or so long as the period

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within which such proceedings may be initiated shall not have expired; and (e) minor liens, charges and encumbrances which do not in any material respect detract from the value of such portion of the Purchased Assets or in any material respect interfere with or impair the continued utilization of such assets substantially in the manner in which such assets are now utilized.

(ii) Cyclops has good and marketable title to the Purchased Assets constituting real property purported to be owned by it free and clear of any mortgage, pledge, claim, lien, charge, easement, restriction, encroachment or other exception or defect except for the matters set forth in Exhibit B or M attached hereto and easements, covenants and conditions and restrictions of record.

Cyclops has delivered an accurate survey of the real property, included in the Purchased Assets. Cyclops

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represents that there are no encroachments by third parties on the property to be conveyed which, in any material respect, interfere with or impair the utilization of the Purchased Assets for the production and sale of coke and coke by-products in the manner and to the extent that Cyclops has heretofore conducted its coke plant operation.

Following the Closing, Purchaser shall have ninety (90) days within which to notify Cyclops of any encroachments on the real property, disclosed by the survey, which it reasonably deems to materially affect the utilization of the Purchased Assets and Cyclops shall promptly undertake, and pursue with reasonable diligence, whether in its name or that of Purchaser, and in cooperation with Purchaser, such actions as it deems necessary or appropriate to secure their removal. If, in the Purchaser's determination, made within ninety (90) days of the Closing, the descriptions of the real property contained in Exhibit M hereto fail to adequately describe the premises intended to be conveyed, then Cyclops agrees to execute and deliver to Purchaser confirmatory deeds, in form and substance satisfactory to Purchaser to the real property conveyed, with descriptions therof based upon said certified survey.

Exhibit M sets forth a legal description of all real property owned by Cyclops included in the Purchased Assets.

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(C) Operating and Trade Contracts, Agreements, Permits, Licenses and Commitments. Attached hereto as Exhibit B is a list of all outstanding contracts, leases, agreements, permits, licenses and commitments other than as identified elsewhere in this Agreement or any Exhibit hereto having a material effect on and constituting a part of the Purchased Assets to which Cyclops is a party except that there may be excluded from such Exhibit B (i) contracts, leases, agreements and commitments identified elsewhere under this Agreement or any Exhibit hereto, (ii) any insurance policy of Cyclops and all rights of Cyclops of every nature and description arising out of such insurance policies, and (iii) any individual contract, lease, agreement or commitment which would involve an obligation after the Closing Date of $25,000 or less. Cyclops will make available to Purchaser upon request true and complete copies of all contracts, agreements and commitments listed in Exhibit B.

(D) Intellectual Property. All patents, patent applications and patent licenses material to the operation of the Portsmouth Coke Plant (herein collectively called Intellectual Property) and owned by or licensed to Cyclops are adequately described in Exhibit N hereto.

(E) Litigation. Except as set forth in Exhibit O attached hereto, there is on the date hereof no litigation,

action, suit, or proceeding pending, or to the knowledge of Cyclops threatened against Cyclops with respect to the Portsmouth Coke Plant before any court, agency or other governmental body which may result in any material adverse effect upon the business of the Portsmouth Coke Plant or which seeks to enjoin or prohibit or otherwise challenges the transaction contemplated by this Agreement. A litigation, action, suit or proceeding shall be considered pending when, if of a judicial nature, service has been made and, if of a non-judicial nature, formal or informal notice thereof has been received. A litigation, action, suit or proceeding shall be considered threatened if any officer of Cyclops has reason to believe that a litigation, action, suit or proceeding is likely to be commenced.

(F) Corporate Authorization; No Violation. Cyclops has duly taken all corporate action necessary to authorize the execution, delivery and performance of this Agreement by Cyclops, and such execution, delivery and performance does not result in any violation of the charter or by-laws of Cyclops.

(G) Absence of Certain Action from August 22, 1980 through Closing Date. From August 22, 1980 to the Closing Date Cyclops has not

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(i) except as required by this Agreement or set forth in any Exhibit hereto (aa) taken any actions out of the ordinary course which has caused or which it believes would likely cause a material loss of the business organization of the Portsmouth Coke Plant or material loss of good will of suppliers and others having business with the Portsmouth Coke Plant or (bb) taken any action which has caused or which it believes would likely cause the loss of services of the key employees of the Portsmouth Coke Plant;

(ii) sold, leased or agreed to sell or lease or otherwise dispose of any material portion of property included in the Purchased assets except in the ordinary course of business or as consented to by Purchaser in writing;

(iii) cancelled or modified or in any way impaired any of the

contracts, leases or other agreements material to the utilization of the Purchased Assets other than (aa) in the normal course of operations of the Portsmouth Coke Plant or (bb) as described in any Exhibit hereto;

(iv) increased in any material respect the rate of compensation payable or to become payable to any employee of Portsmouth Coke Plant, or incurred any additional employment obligations or commitments with respect to any such employee, except in each case in accordance with the normal and usual practice of the Portsmouth Coke Plant or in accordance with the collective bargaining agreement applicable thereto.

(H) Consents. Except as set forth on Exhibit B hereto, each person, firm, association and corporation or governmental authority, the consent or approval of which to the sale, conveyance, transfer and assignment of the Purchased Assets or any material part thereof to Purchaser as herein

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provided is then required, has duly consented to or approved such sale, conveyance, transfer and assignment, except

(i) insofar as such consent or approval shall have been waived by Purchaser or McLouth, or

(ii) for consents (a) which are not material to the continued utilization of the Purchased Assets or (b) which can, in the normal course, be obtained subsequent to the Closing Date.

7. Covenants, Representations and Warranties of Purchaser. Purchaser covenants, represents and warrants with and to Cyclops as follows:

(A) Organization and Good Standing of Purchaser. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio with full power and authority to execute, deliver and perform this Agreement in accordance with its terms.

(B) Corporate Authorization; No Violation. Purchaser has duly taken all corporate action necessary to authorize the execution, delivery and performance of this

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Agreement and the other documents referred to herein and the consummation of the transaction contemplated herein, and such execution, delivery, performance and consummation is not in conflict with any terms of any law, charter, by-law, agreement, mortgage, lien, lease, order, award, judgment, decree or other instrument to which Purchaser is a party or by which Purchaser or its property is bound or is subject.

(C) Litigation. Except as set forth in Exhibit P attached hereto, on the date hereof there is no action, suit, or proceeding pending, or to the knowledge of Purchaser threatened against Purchaser which seeks to enjoin or prohibit or otherwise challenge the transactions contemplated by this Agreement. A litigation, action, suit or proceeding shall be considered pending when, if of a judicial nature, service has been made and if of a non-judicial nature, formal or informal notice thereof has been received. A litigation, action, suit or proceeding shall be considered threatened if any officer of Purchaser has reason to believe that a litigation, action, suit or proceeding is likely to be commenced.

(D) Consents. Except as set forth on Exhibit Q attached hereto, each person, firm, association and and corporation or governmental authority, the consent or approval of which to the purchase of the Purchased Assets or any

material part thereof by Purchaser, as herein provided is then required, has duly consented to or approved such purchase, except insofar as such consent or approval shall have been waived by Cyclops.

8. Covenants, Representations and Warranties of McLouth. McLouth covenants, represents and warrants with and to Cyclops as follows:

(A) Organization and Good Standing of McLouth. McLouth is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan with full power and authority to execute, deliver and perform this Agreement in accordance with its terms.

(B) Corporate Authorization; No Violation. McLouth has duly taken all corporate action necessary to authorize the execution, delivery and performance of this Agreement, and such execution, delivery and performance is not in conflict with any terms of any law, charter, by-law, agreement, mortgage, lien, lease, order, award, judgment, decree or other instrument to which McLouth is a party or by which McLouth or its property is bound or is subject.

(C) Litigation. Except as set forth in Exhibit P attached hereto, on the date hereof, there is no action,

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suit, or proceeding pending, or to the knowledge of McLouth threatened against McLouth or Purchaser which seeks to enjoin or prohibit or otherwise challenge the transactions contemplated by this Agreement, or will have a material adverse effect upon the financial condition of McLouth. A litigation, action, suit or proceeding shall be considered pending when, if of a judicial nature, service has been made and if of a non-judicial nature, formal or informal notice thereof has been received. A litigation, action, suit or proceeding shall be considered threatened if any officer of McLouth has reason to believe that a litigation, action, suit or proceeding is likely to be commenced.

(D) Consents. Except as set forth on Exhibit Q attached hereto, each person, firm, association and corporation or governmental authority, the consent or approval of which to the purchase of the Purchased Assets or any material part thereof by McLouth or Purchaser, as herein provided is then required, has duly consented to or approved such purchase, except insofar as such consent or approval shall have been waived by Cyclops.

9. Coke Sale Agreement. On the Closing Date, Cyclops and McLouth shall enter into an agreement substantially in the form of Exhibit R attached hereto (herein called the "Coke Sale Agreement").

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10. Joint Use Contracts. On the Closing Date, Cyclops and Purchaser shall enter into agreements substantially in the forms of Exhibits S-1 and S-2 attached hereto (herein called the "Joint Use Contracts"), pursuant to which Cyclops and Purchaser agree to the joint use of certain facilities, services and utilities by Purchaser, in connection with its ownership and operation of the Purchased Assets and by Cyclops in connection with the operation of Cyclops' other facilities and property in Scioto County, Ohio, all on the terms and conditions set forth in such Exhibits S-1 and S-2.

11. Guaranty. On the Closing Date, McLouth shall enter into the Guaranty.

12. Access to Information.

(A) Purchaser agrees to preserve and keep all books and records of Cyclops relating to the Portsmouth Coke Plant for not less than six (6) years after the Closing Date unless otherwise required by law. During the period such books and records are so required to be preserved and kept, duly authorized representatives of Cyclops shall, on reasonable prior notice, have access thereto during normal business hours to examine, inspect and copy such books and records.

(B) Cyclops agrees, on reasonable prior notice, to furnish to Purchaser, or give Purchaser access during normal

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business hours to examine, inspect and copy, such books and records, wherever located, which are in Cyclops' possession, and which Purchaser or McLouth reasonably requires in connection with the operation or maintenance of the Portsmouth Coke Plant.

(C) After the Closing Date, each of Purchaser and McLouth agrees and Cyclops agrees that it will give, or cause to be given, to Cyclops or to Purchaser and McLouth, as the case may be, and their representatives, during normal business hours, such reasonable access to the properties, titles, contracts, books, records, personnel and affairs of the Purchaser and McLouth or of Cyclops, as the case may be, as may be necessary to allow Cyclops to obtain information with respect to any claims, demands, audits, suits or matters of a similar nature made by or against Cyclops as the previous owner and operator of the Portsmouth Coke Plant or as may be necessary to allow the Purchaser and McLouth similar access with respect to claims, demands, audits, suits or matters of a similar nature made by or against the Purchaser or McLouth and requiring discovery of information relating to the Purchased Assets, which information is in the possession of Cyclops, but not in the possession of the Purchaser or McLouth. Each of the parties hereto agrees to cooperate with the other in defending or prosecuting the litigation, actions, suits and proceedings

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referred to in Exhibits O and P hereto and to make available and furnish appropriate documents and testimony in connection therewith.

13. Closing Documents Being Delivered by Cyclops. Cyclops is delivering to Purchaser simultaneously herewith:

(A) Opinion of Counsel. An opinion of the Vice President and General Counsel of Cyclops dated the Closing Date and in form and substance satisfactory to Messrs. Dickinson, Wright, McKean, Cudlip & Moon, counsel for Purchaser and McLouth, to the effect that

(i) Cyclops has been duly incorporated and is validly existing as a corporation in good standing under the laws of the Commonwealth of Pennsylvania.

(ii) Cyclops is duly authorized under its Articles of Incorporation, as amended, and under applicable laws, to execute, deliver and perform this Agreement, the Coke Sale Agreement, and the Joint Use Contracts, in accordance with their terms; the

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execution, delivery and performance of this Agreement, and the Coke Sale Agreement and the Joint Use Contracts by Cyclops have been duly authorized by all necessary corporate action; and this Agreement, the Coke Sale Agreement and the Joint Use Contracts constitute legal, valid and binding obligations of Cyclops, enforceable in accordance with their respective terms except as may be prohibited by law.

(iii) The execution, delivery and performance of this Agreement, the Coke Sale Agreement and the Joint Use Contracts will not result in any violation of or be in conflict with any terms of the Articles of Incorporation or the by-laws of Cyclops.

In giving the opinion described in this Paragraph Cyclops' Counsel may rely, as to matters of the Law of Ohio, on an opinion satisfactory to counsel for McLouth and Purchaser of local counsel satisfactory to counsel for McLouth

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and Purchaser, but in the event of such reliance, Cyclops' Counsel shall so state in his opinion.

(B) Deeds. Warranty deeds and other conveyances for the real estate and interests in real estate included in the Purchased Assets, subject to the matters set forth in Exhibit M attached hereto.

(C) Commitment for Title Insurance. Commitment by a reputable title insurance company to issue a policy insuring the title to the real estate to be conveyed by Cyclops to Purchaser.

(D) Bill of Sale. Bill of sale and assignment, in form and substance satisfactory to Messrs. Dickinson, Wright, McKean, Cudlip & Moon, covering the Purchased Assets.

(E) Further Instruments. Such further instruments of assignment, conveyance or transfer or other documents of further assurance covering the Purchased Assets as Purchaser may reasonably require to assure the full and effective assignment and transfer to it of the Purchased Assets and all right, title and interest therein of Cyclops.

14. Closing Documents Being Delivered by Purchaser and McLouth. Purchaser and McLouth are delivering to Cyclops simultaneously herewith:

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(A) Opinion of Counsel. An opinion of Messrs. Dickinson, Wright, McKean, Cudlip & Moon, Counsel for Purchaser and McLouth, dated the Closing Date and in form and substance satisfactory to counsel for Cyclops, to the effect that

(i) Purchaser and McLouth have been duly incorporated and are validly existing corporations in good standing under the laws of their respective jurisdictions of incorporation;

(ii) Purchaser is duly authorized under its Certificate of Incorporation, and under applicable laws, to execute, deliver and perform this Agreement in accordance with its terms and to execute, deliver and perform the Joint Use Contracts, Note, Security Agreement, Mortgage, Transfer and Assumption Agreements, and Assumption Agreement; the execution, delivery and performance of this Agreement, and the execution and delivery of the Joint Use Contracts, Security Agreement, Mortgage, Transfer

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and Assumption Agreements, Assumption Agreement and Note by Purchaser have been duly authorized by all necessary corporate action; and this Agreement, and the Joint Use Contracts, Security Agreement, Mortgage, Transfer and Assumption Agreements, Assumption Agreement and Note constitute legal, valid and binding obligations of Purchaser, enforceable in accordance with their respective terms;

(iii) The execution, delivery and performance of this Agreement and the execution, delivery and performance of the Joint Use Contracts and Security Agreement, Mortgage, Transfer and Assumption Agreements, Assumption Agreement, and Note will not result in any violation of or be in conflict with any terms of any provision of the Certificate of Incorporation or the By-Laws of Purchaser or of any agreement or other instrument known to such counsel to

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which Purchaser is a party or by which it or its property is bound;

(iv) McLouth is duly authorized under its Articles of Incorporation, and under applicable laws, to execute, deliver and perform this Agreement and to execute, deliver and perform the Coke Sale Agreement, the Transfer and Assumption Agreements and the Guaranty in accordance with their terms; the execution, delivery and performance of this Agreement and the execution, delivery and performance of the Coke Sale Agreement, the Transfer and Assumption Agreements and the Guaranty by McLouth have been duly authorized by all necessary corporate action; and this Agreement, the Coke Sale Agreement, the Transfer and Assumption Agreements and the Guaranty constitute legal, valid and binding obligations of McLouth, enforceable in accordance with their respective terms;

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(v) The execution, delivery and performance of this Agreement and the execution, delivery and performance of the Coke Sale Agreement, the Transfer and Assumption Agreements and the Guaranty will not result in any violation of or be in conflict with any terms of any provision of the Articles of Incorporation or the By-Laws of McLouth or of any agreement or other instrument known to such counsel to which McLouth is a party or by which it or its property is bound.

In giving the opinion described in this Paragraph (A) Messrs. Dickinson, Wright, McKean, Cudlip & Moon may rely, as to matters of the Law of Ohio, on an opinion, satisfactory to Counsel for Cyclops, of local counsel satisfactory to Counsel for Cyclops, but in the event of such reliance Messrs. Dickinson, Wright, McKean, Cudlip & Moon shall so state in their opinion.

(B) Assumption of Obligations. An Agreement of Purchaser, in form and substance satisfactory to counsel for Cyclops, assuming the obligations of Cyclops provided to be

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assumed herein and/or which shall accrue from and after the Closing Date with respect to the Purchased Assets.

(C) Further Instruments. Such further instruments including, without limitation, the Note, Security Agreement, Mortgage, Coke Sale Agreement, Joint Use Contracts, Transfer and Assumption Agreements, Guaranty, and Assumption Agreements respect to the transactions contemplated by this Agreement as Cyclops may reasonably request.

15. Indemnification; Survival of Representation and Warranties; Right to Money Damages.

(A) Subject to the limitations set forth in Paragraph (C) below, Cyclops hereby agrees to indemnify and hold harmless Purchaser and McLouth and their respective successors and assigns from and against any losses, damages and expenses which may be sustained, suffered or incurred by Purchaser or McLouth or arising from or by reason of the breach by Cyclops of any of the warranties or the material inaccuracy of any representations of Cyclops contained in this Agreement; provided, however, such indemnity shall be payable only to the extent that such losses, damages and expenses shall have exceeded $300,000 in the aggregate and shall not be otherwise provided for in this Agreement.

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(B) Subject to the limitations set forth in Paragraph (C) below, Purchaser and McLouth hereby jointly and severally agree to indemnify and hold harmless Cyclops and its successors and assigns from and against any losses, damages and expenses which may be sustained, suffered or incurred by Cyclops arising from or by reason of (i) the breach by Purchaser of any of the warranties or the material inaccuracy of any representations of Purchaser contained in this Agreement, or (ii) the breach by McLouth of any of the warranties or the material inaccuracy of any representations of McLouth contained in this Agreement; provided, however, such indemnity shall be payable only to the extent that such losses, damages and expenses shall have exceeded $300,000 in the aggregate and shall not be otherwise provided for in this Agreement.

(C) The several warranties and representations of Cyclops, Purchaser, and McLouth herein contained shall survive the Closing Date for a period of two years and shall be effective with respect to any breach thereof, notice of which shall have been duly given within such two years period in accordance with Paragraph (D) below; provided, however, that liability for breach of representations, warranties and covenants relating to the state of Cyclops' title to the real property described in Section 6(B) hereof shall only be in

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accordance with the terms of the deed delivered hereunder relating thereto.

(D) If any action, suit or proceeding shall be commenced against, or any claim or demand be asserted against, Purchaser, McLouth, or Cyclops, as the case may be, in respect of which such party proposes to demand indemnification under Paragraph (A) or (B) above, the party from whom indemnification is sought under Paragraph (A) or (B) above shall be notified to that effect with reasonable promptness and shall have the right to assume the entire control of the litigation (including the selection of counsel), subject to the right of the indemnified party to participate (at its expense and with counsel of its choice), in the defense, compromise or settlement thereof, and in connection therewith the party seeking indemnification shall cooperate fully in all respects with the party from whom indemnification is sought in any such defense, compromise or settlement, including without limitation, by making available to the party from whom such indemnification is sought all pertinent information under the control of the party seeking indemnification. The party from whom indemnification is sought will not compromise or settle any such action, suit, proceeding, claim or demand without the prior written consent of the indemnified party; provided, however, that in the event such approval is withheld, then the liabilities of the party

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from whom indemnification is sought under said Paragraphs (A) or (B) hereinabove shall be limited to the total sum representing the amount of the proposed compromise or settlement and the amount of the counsel fees accumulated at the time such approval is withheld. Upon discovery of any breach of the covenants, representations and warranties of Cyclops, Purchaser, or McLouth contained in this Agreement, Purchaser shall give to Cyclops or Cyclops shall give to Purchaser or McLouth, as the case may be, notice within 30 days of the discovery of such breach. The respective obligations to indemnify set forth in Paragraphs (A) and (B) above are conditioned as to any particular liability for which indemnification is sought upon full compliance by the party proposing to demand indemnification under such Paragraph (A) or (B) therefor with the requirements set forth in this Paragraph (D). Except as set forth in this Agreement and the documents and the instruments delivered pursuant hereto, the parties hereto are not making any other representations or warranties.

16. Trade Accounts Receivable and Trade Accounts Payable. All accounts payable of the Portsmouth Coke Plant with regard to goods or services received prior to the Closing Date shall be the responsibility of Cyclops and Purchaser shall promptly forward to Cyclops any invoices or demands with respect to such accounts payable. All accounts payable of the

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Portsmouth Coke Plant with regard to goods or services received subsequent to the Closing Date shall be the responsibility of Purchaser and Cyclops shall promptly forward to Purchaser any invoices or demands with respect to such accounts payable. If Purchaser receives an invoice or demand for goods or services provided both before and after the Closing Date such invoice or demand shall be forwarded for payment to Cyclops as aforesaid and Purchaser shall promptly reimburse Cyclops, for any payments so made with respect to goods or services received after the Closing Date. All accounts receivable as of the Closing Date shall be for Cyclops' account, and Purchaser shall promptly forward to Cyclops any checks or other payments it receives with respect thereto. If Purchaser receives a check or other payment with respect to goods or services provided both before and after the Closing Date such check or payment shall be forwarded to Cyclops as aforesaid and Cyclops shall promptly remit to Purchaser any payments so received with respect to goods or services provided after the Closing Date. All accounts receivable with regard to coke presently belonging to Island Creek Coke Sales Company at the Portsmouth Coke Plant and adjacent property are excluded from the foregoing and shall belong solely to Cyclops irrespective of whether such accounts receivable currently exist or shall arise subsequent to the Closing Date.

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17. Revenue and Expense Prorations. Certain revenues and expenses arising from the operation of the Purchased Assets shall be allocated or prorated as of the Closing Date as follows:

(A) expenses with respect to items having a term of service, useful life or tax period, including, without limitation, real and personal property taxes, sale and use taxes, rents, utility charges, and service charges shall be allocated or prorated over the full term of relevant service provided or useful life or applicable tax period; and

(B) other taxes and expenses attributable to contracts (other than contracts relating to employees) not described in Paragraph (A) of this Section 17 shall be allocated or prorated over the period to which such expenses apply, or if no such period is specified in the relevant contract, over the calendar month in which the Closing Date occurs. At the Closing, Cyclops shall deliver to Purchaser a statement of such revenue and expense allocations and prorations.

18. Brokerage and Finder's Fees. Cyclops, Purchaser, and McLouth represent to and agree with each other that no broker or finder has been involved in any manner in the negotiation, execution or consummation of this Agreement.

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Cyclops agrees to indemnify and save Purchaser and McLouth harmless from and against any and all claims, liabilities or obligations with respect to brokerage or finders' fees or commissions in connection with the transactions contemplated by this Agreement asserted by any person on the basis of any statement or representation alleged to have been made by Cyclops. Purchaser and McLouth hereby jointly and severally agree to indemnify and save Cyclops harmless from and against any and all such claims, liabilities, or obligations asserted by any person or persons on the basis of any statement or representation alleged to have been made by Purchaser or McLouth.

19. Expenses, Etc. Each of the parties to this Agreement shall bear all expenses incurred by it in connection with this Agreement and in consummation of the transactions provided for herein and the preparations therefor, except that all expenses of transfer, including, without limitation, sale, use, gross receipts and similar taxes, but excepting recording and filing fees and expenses which shall be paid by Purchaser, shall be paid by Cyclops or Purchaser in accordance with local custom or law, and, where such local custom or law is not readily ascertainable, shall be equally shared by Cyclops and Purchaser. The cost of the title insurance policy contemplated in Paragraph 13(C) shall be paid in equal shares by Cyclops and Purchaser.

20. Further Acts. At any time and from time to time after the Closing Date, Cyclops will, upon the request of Purchaser, perform, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Purchaser to effect or evidence the transfers to Purchaser pursuant to this Agreement on the terms and conditions set forth herein.

21. Benefit. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall not be assigned by any party hereto without the written consent of the other parties.

22. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

23. Notice. All necessary notices, demands and requests required or permitted to be given hereunder shall be deemed duly given if mailed by registered mail, postage prepaid, and subject to the subsequent designation of another address, addressed as follows:

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If to Cyclops:

President, Empire-Steel
Division
Cyclops Corporation
P.O. Box 369
Mansfield, Ohio 44901

with a copy to:

Vice President, Secretary and
General Counsel
Cyclops Corporation
650 Washington Road
Pittsburgh, Pennsylvania 15228

If to McLouth:

Chairman of the Board
McLouth Steel Corporation
300 South Livernois Avenue
Detroit, Michigan 48209

with a copy to:

Douglas D. Roche, Esq.
Messrs. Dickinson, Wright,
McKean, Cudlip & Moon
800 First National Building
Detroit, Michigan 48226

if to Purchaser:

President
New Boston Coke Corporation
c/o McLouth Steel Corporation
300 South Livernois
Detroit, Michigan 48209

with copy to:

Douglas D. Roche, Esq.
Messrs. Dickinson, Wright,
McKean, Cudlip & Moon
800 First National Building
Detroit, Michigan 48226

24. Entire Agreement. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, representations and warranties among such parties as to the subject matter hereof.

25. Headings. The headings of the Sections and paragraphs contained in this Agreement are for convenience of

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reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereof.

26. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties.

IN WITNESS WHEREOF, each of Cyclops, Purchaser, and McLouth has caused this Agreement to be duly executed, sealed

and delivered in its name and on its behalf, all as of the day and year first above written.

(Corporate Seal)

Attest:

Assistant Secretary

CYCLOPS CORPORATION

By Vice President

(Corporate Seal)

Attest:

Secretary

NEW BOSTON COKE CORPORATION

By President

(Corporate Seal)

Attest:

Asst Secretary

McLOUTH STEEL CORPORATION

By Vice President

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EXHIBIT A

A. Four (4) parcels of land, the descriptions of which are set forth on Exhibit M to the Purchase Agreement, and the land improvements thereon.

B. The following items of machinery and equipment:

1. Coke Plant

One (1) Koppers battery of seventy (70) coke ovens and oven machinery, including coal handling, coke preparation and coke handling machinery and equipment, coke by-products plant and integral equipment located at such facilities.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 30984.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 32524.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 36801.

One (1) Hough front end loader, Model H25, Serial No. 207899.

One (1) Walden front end loader, Model 5000, Serial No. 6144.

Construction-in-progress at the Coke Plant.

Substation No. 3 with one (1) General Electric 12,500 kilo-volt-ampere transformer, 34,500/11,000 kilovolts, Serial No. E691329 and one (1) General Electric 3,750 kilo-volt-ampere transformer, 11,000/2,300 kilovolts, Serial No. B311312.

Substation No. 4 with three (3) General Electric kilo-volt-ampere transformers, each 11,000/2,300 kilovolts, Serial Nos. B530717, B530718 and C864210; one (1) General Electric 300 kilo-volt-ampere transformer, 2,400/480 volts, Serial No. B335516 and one (1) General Electric 940 kilo-volt-ampere transformer, 2,400/222 volts, Serial No. D551746.

Substation No. 6 with one (1) General Electric 1,500 kilo-volt-ampere transformer, 2,400/480 volts, Serial No. E693078 and one (1) General Electric 658 kilo-volt-ampere transformer, 2,400/232 volts, Serial No. D575170.

2. Steam Plant

One (1) Babcock-Wilcox multi-fuel fired boiler, Model PFI, with super heat, economizer and soot blowers, Serial No. 142679.

One (1) Babcock-Wilcox multi-fuel fired boiler, Model PFI, with super heat, economizer and soot blowers, Serial No. 144134.

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One (1) Graver water treatment plant, with 250,000 gallon storage tank for treated water.

3. Open Hearth

One (1) Caterpiller front end loader (track type), Model No. 977L, Serial No. 14X1430.

4. Machine Shop

One (1) Ball Bearing power hacksaw, Model No. 6A, (at position PH-2).

One (1) Armstrong Blum band saw (at position BS-2).

One (1) Simmons Machine Tool radial drill (at position RD-2).

One (1) Bridgeport grinder, identification no. WO-36UC2.

Ten percent (10%) of tools -- selection to be by mutual agreement.

5. Maintenance Shop Complex

One (1) Lincoln welder, Model No. 250-250, Serial No. AC 309129 (at forge shop).

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One (1) Lincoln welder, Model No. 250-250, Serial No. AC 234940 (at forge shop).

One (1) Miller welder, Model No. SR300, Serial No. D3606 (at forge shop).

One (1) Rockwell (Delta Mil) saw, Serial No. MX2-4442 (at carpenter shop).

Ten percent (10%) of tools at sheet metal shop -- selection to be by mutual agreement.

One (1) Toledo Beaver Tools pipe machine, Serial No. 702454 (at pipe shop).

One (1) jib crane, identification no. Clev-A2.

Twenty-five percent (25%) of tools at electric shop -- selection to be by mutual agreement.

One (1) cut-off saw, Model No. 22A, Serial No. 22A160 (at pipe shop)

Two hundred (200) feet of one-inch (1") cast iron pipe.

Two hundred (200) feet of two-inch (2") cast iron pipe.

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Two hundred (200) feet of three-inch (3") cast iron pipe.

Two hundred (200) feet of four-inch (4") cast iron pipe.

Stainless steel and galvanized steel sheets (at tin shop).

Ninety-five (95) gallons of ore bridge paint (fifty (50) gallons of primer and forty-five (45) gallons of finish).

6. Diesel Shop

One (1) Morgan crane, 64 ft., -0- in. span.

One (1) drop table.

One (1) Cummins quench engine, Model No. H743B175, Serial No. 601547.

Minor tools.

7. River Pump Station

One (1) Peerless pump, Serial No. 134981 (at position 1).

One (1) Peerless pump, Serial No. 134980 (at position 3).

8. Mobile Equipment

One (1) American diesel electric locomotive crane, Model No. 840, Serial No. 2661.

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One (1) American diesel electric locomotive crane, Model No. 840, Serial No. 2029.

One (1) General Electric locomotive engine, Serial No. 31275.

One (1) Fort Acme work boat (Serial No. 1167) with power unit (Evinrude outboard engine, Serial No. 00004802).

One (1) Lincoln portable welder, 400 amperes, Model No. SAM 400-2056, Serial No. 726892.

One (1) Worthington portable air compressor, Model No. 1940, Serial No. 808C-160.

One (1) International backhoe, Model No. 3400D, Serial No. 0658.

One (1) Towmotor forklift, Model No. V60B, Serial No. 83M300.

One (1) Caterpillar front end loader (rubber tires), Model No. 980B, Serial 89P4092.

One (1) Ford pick-up truck, Model No. F100, Serial No. F10BNEA1371.

One (1) Chevrolet mobile welding truck, Model No. C531003, Serial No. CS3301105220, with Lincoln welder, Model No. SAE-400-F-245.

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One (1) Ford dump truck, Model 615E, Serial No. F61EVAG2496

One (1) GMC dumpster, Model No. GMC8500A-478, Serial No. HM80AD066051.

9. Transportation Equipment

One (1) clamshell bucket for locomotive crane.

One (1) General Electric locomotive engine. Serial No. 31271.

10. Gas Holder

One (1) telescoping gas holder, 145 ft. diameter, height 35 ft. to 180 ft.

11. Yard Transportation

Four (4) dump boxes for GMC dumpster.

Fifty (50) pieces of 100 lb. rail, 39 ft. length.

Eighteen (18) pieces of 132 lb. rail, 60 ft. length.

Eight hundred twenty-five (825) pieces of 132 lb. railroad plates.

Two thousand five hundred (2,500) pieces of 100 lb. railroad plates.

Seventy-five (75) pair of 132 lb. railroad angle bars.

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Seventy (70) pair of 100 lb. railroad angle bars.

Four hundred twenty-two (422) railroad ties, lengths 8 ft. - 6 in. to 12 ft.

AK000526

EXHIBIT B

CONTRACTS OF SALE/PURCHASE -- MATERIALS

1. Agreement, as amended, between Detroit Steel Corporation and Ashland Oil and Refining Company for sale of light oil, dated January 4, 1962.

2. Agreement between Empire - Detroit Steel Division of Cyclops Corporation and Allied Chemical Corporation for sale of crude coke oven tar, dated October 11, 1979.

3. Purchase orders for undelivered items set forth below:

Winton cage bars for Williamson Hammer mill (Purchase Order No. 81499, dated April 3, 1980)	$4,632
Harbison-Walker coke oven brick for oven doors (Purchase Order No. 81593, dated May 1, 1980)	12,353
Koppers links and clevis for door machine (Purchase Order No. 81761, dated August 4, 1980)	1,207
Koppers bushings and clevis for larry car jumper pipe (Purchase Order No. 81762, dated August 4, 1980)	1,024
Koppers jumper pipe assembly for larry car (Purchase Order No. 81779, dated September 8, 1980)	3,470
Total	$22,686

CONTRACTS FOR UTILITY SERVICE

1. Agreements between Empire-Detroit Steel Division of Cyclops Corporation and Ohio Power Company for provision of electrical power to substations Nos. 2 and 3 (for less than one year from May 30, 1980), undated.

2. Agreement between Empire-Detroit Steel Division of Cyclops Corporation and Columbia Gas of Ohio, Inc., for provision of natural gas service, dated October 28, 1975.

3. Agreement between Detroit Steel Corporation and The City of Portsmouth, Ohio for provision of water service, dated July 1, 1970.

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PERMITS AND LICENSES

Environmental

* 1. Permits issued by Ohio Environmental Protection Agency for the Empire-Detroit Steel Division of Detroit Steel Corporation/Cyclops Corporation to operate air contaminant sources;

a. coke ovens/by-products, Application No. 0773010004P01, issued December 22, 1978, expiring December 22, 1981;

b. boiler No. 1 (Babcock-Wilcox) at boiler house No. 7, Application No. 0773010004B008, issued June 6, 1980, expiring June 6, 1983;

c. boiler No. 2 (Babcock-Wilcox) at boiler house No. 7, Application No. 0773010004B009, issued June 6, 1980, expiring June 6, 1983;

** 2. Permits issued by Ohio Environmental Protection Agency for Empire-Detroit Steel Division of Cyclops Corporation, No. D012*AD (amended to No. D012*BD) for discharges through Outfall Nos. 001, 002, 003 and 004.

Notes

* Transferee must personally assume responsibilities of transferor.

** Transferor must notify transferee of the permit (with a copy to

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Notes (continued)

Ohio EPA) and transferee must submit a letter to Ohio EPA stating its willingness to comply with the permit and receive approval of the transaction from Ohio EPA.

Atomic Materials

1. Materials License No. 34-10533-01 issued January 23, 1979, by the United States Nuclear Regulatory Commission to Empire-Detroit Steel Division of Cyclops Corporation for use of Cesium 137 in coke oven machinery interlocking device, expiring July 31, 1984.

AK000531

EASEMENTS AND RIGHTS-OF-WAY

1. Easement from The City of Portsmouth, Ohio to Empire-Detroit Steel Division of Cyclops Corporation to construct a tar loading facility, dated July 26, 1976.

2. Agreement between Detroit Steel Corporation and The Baltimore and Ohio Railroad Company for description of common boundary line, quitclaim conveyance of certain premises to the railroad, a reservation of rights regarding an underpass and drain, electric power lines and other lines, a 20-inch water main and valve pits, pit containing valves, screens and other facilities, the "Old Munn's Run Culvert" and a water main, and other facilities, dated November 9, 1964.

3. Easements reserved and retained by Cyclops Corporation in deed to New Boston Coke Corporation, dated of even date with the Purchase Agreement, the descriptions of which are set forth on Exhibit M to the Purchase Agreement.

AK000532

Radio Transmitters

1. Authorization of Federal Communications Commission (File No. 13713-1X-57) to Empire-Detroit Steel Division of Cyclops Corporation to operate radio transmitter in mobile units, expiring July 1, 1982 (for frequency 153.155).

2. Authorization of Federal Communications Commission (File No. 2684-1B-108) to Empire-Detroit Steel Division of Cyclops Corporation to operate radio transmitters in mobile units, expiring November 15, 1982 (for frequencies 468.2125, 468.3135 and 468.3625).

AK000533

LEASES

1. Lease from The City of Portsmouth, Ohio to Empire-Detroit Steel Division of Cyclops Corporation for .368 acres near municipal water filtration plant, dated December 29, 1971.

2. Sublease from Empire-Detroit Steel Divison of Cyclops Corporation to The Baltimore and Ohio Railway Company of 29 sq. ft. near municipal water filtration plant, dated October 31, 1971.

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SETTLEMENT AGREEMENTS

1. Stipulation and Settlement Agreement in Marshall v. Empire-Detroit Steel Corporation., (approved by order dated February 21, 1980), at Docket No. 78-3789 of the Occupational Safety and Health Review Commission for, among other things, electrical wiring in coal handling building.

NOTICE

With respect to the items on this Exhibit, no consents to the assumption of the liabilities and obligations thereunder by New Boston Coke Corporation have been obtained by Cyclops.

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EXHIBIT "C"

PROMISSORY NOTE

$5,000,000 _____, 1980

For value received, NEW BOSTON COKE CORPORATION, an Ohio corporation, promises to pay to the order of CYCLOPS CORPORATION, a Pennsylvania corporation, the total principal sum of FIVE MILLION DOLLARS ($5,000,000) in four installment payments of principal as follows:

TWO MILLION DOLLARS ($2,000,000) on January 1, 1982;

ONE MILLION DOLLARS ($1,000,000) on January 1, 1983;

ONE MILLION DOLLARS ($1,000,000) on January 1, 1984; and

ONE MILLION DOLLARS ($1,000,000) on January 1, 1985;

together with interest before maturity on unpaid principal balances calculated from the date hereof and payable semi-annually on the first day of January and the first day of July of each year, commencing with the interest payment due on January 1, 1981. Interest on unpaid principal balances shall be calculated on the basis of a year of 365 or 366 days as the case may be and, for each month or fraction thereof prior to

maturity, shall be calculated at the prime commercial lending rate quoted by Mellon Bank, N.A., such rate to be determined as of the first business day of each such month.

Payments of both principal and interest shall be made in lawful money of the United States of America at the offices of Cyclops Corporation, 650 Washington Road, Pittsburgh, Pennsylvania 15228, or at such other place as the holder hereof shall designate in writing to the maker. If any payment of principal and/or interest becomes due and payable on a Saturday, Sunday, or public holiday under the laws of the Commonwealth of Pennsylvania, such payment shall be made on the next succeeding business day and such extension of time shall in such case be included in computing interest in connection with such payment.

Advance payments or other additional payments may be made on this promissory note at any time without penalty. Each such payment shall be applied first to accrued late charges and interest and second to unpaid installments of principal in their inverse order of maturity.

Upon non-payment of any installment of principal or interest when due, all remaining installments of principal shall, at the option of the holder hereof, become payable forthwith, without notice or demand; provided, however, that on

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not more than two occasions during the term of this promissory note, the maker shall have a grace period of seven business days within which to pay any overdue installment of principal and/or interest without acceleration of the remaining installments of principal. Such grace period shall commence on the first business day following the day on which notice of non-payment is mailed to the maker c/o McLouth Steel Corporation, 300 South Livernois Avenue, Detroit, Michigan 48209. Any installment of principal or interest not paid when due (whether as a result of acceleration or otherwise) shall, at the option of the holder hereof, bear late charges calculated on the basis of a year of 365 days or 366 days as the case may be and, for each month or fraction thereof that such installment remains unpaid, calculated at a per annum rate of five per cent (5%) above the prime commercial lending rate quoted by Mellon Bank, N.A., such rate to be determined as of the first business day of each such month. Late charges shall continue to accrue on any overdue installment of principal or interest at the applicable rate provided hereinabove until full payment of such overdue installment is received in hand by the holder hereof, irrespective of whether judgment has been entered against the maker with respect to such overdue installment, it being the intent of the maker that any such judgment shall bear interest at the applicable rate provided

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hereinabove for late charges on overdue installments rather than at the statutory judgment rate.

The maker and any endorsers hereof waive presentment, demand for payment, protest and notice of non-payment; waive all set-offs and counter-claims; waive all exemptions to the extent permitted by law; and promise to pay reasonable attorney's fees and other legal expenses incurred by any holder hereof if placed in the hands of an attorney for collection after maturity or acceleration. The holder hereof may grant to the maker, any endorsers, and any other persons obligated hereon, extensions of time for payment of this promissory note and/or the maturity of any installment or installments, in whole or in part, without limit as to the number of such extensions, or the period or periods thereof.

This promissory note is the "Note" described in section 3(A) of the Purchase Agreement of even date by and among Cyclops Corporation, McLouth Steel Corporation, and the maker, and is secured by the Guaranty, Mortgage, and Security Agreement identified therein. The holder hereof is not required to rely on any collateral for the payment of this promissory note in the event of a default by the maker, but may proceed directly against the maker in such manner as the holder deems desirable. None of the rights and remedies of the holder

hereunder shall be waived or otherwise affected by failure or delay to exercise them. All remedies conferred on the holder by this promissory note or any other instrument or agreement shall be cumulative, and none is exclusive. Such remedies may be exercised concurrently or consecutively at the holder's option. This promissory note shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and judicial decisions of the Commonwealth of Pennsylvania, where it is payable.

The maker agrees that if, at any time prior to payment in full of its obligations hereunder, it obtains a federal, state or local governmental grant in connection with the coke producing facilities located in Scioto County, Ohio, and more particularly described in the aforementioned Purchase Agreement, it shall immediately pay the remaining installments of principal due hereunder in their inverse order of

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maturity up to an amount not less than two third (2/3) of the total amount of such grant.

NEW BOSTON COKE CORPORATION

By_____

Title_____

ATTEST:

_____

Title_____

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EXHIBIT D

GUARANTY AGREEMENT

THIS GUARANTY is made as of the date set forth below from McLOUTH STEEL CORPORATION ("Guarantor"), a Michigan Corporation having its chief executive office at 300 South Livernois Avenue, Detroit, Michigan 48209, to CYCLOPS CORPORATION ("Cyclops"), a Pennsylvania corporation having its chief executive office at 650 Washington Road, Pittsburgh, Pennsylvania 15228.

WHEREAS, subject to the terms and conditions of the Purchase Agreement ("Purchase Agreement") of even date by and among Cyclops, Guarantor, and New Boston Coke Corporation ("Purchaser"), Guarantor's wholly owned subsidiary, Purchaser is purchasing from Cyclops certain property located in Scioto County, Ohio, known as the Portsmouth Coke Plant and more particularly described in the Purchase Agreement; and

WHEREAS, one of the several terms and conditions of the Purchase Agreement is that Guarantor unconditionally and irrevocably guarantee to Cyclops and become surety for the full and timely payment, fulfillment, and performance of all the obligations of Purchaser under the Purchase Agreement and certain other instruments and agreements more particularly described therein; and

WHEREAS, it is contemplated that Purchaser's purchase of the Portsmouth Coke Plant will be of substantial benefit to Guarantor;

NOW, THEREFORE, in consideration of the premises and in order to induce Cyclops to sell the Portsmouth Coke Plant to Purchaser and for other good and valuable consideration, receipt of which is hereby acknowledged, Guarantor, intending to be legally bound, hereby agrees with Cyclops as follows:

1. Guarantor absolutely, unconditionally, and irrevocably guarantees to Cyclops and becomes surety for (A) the full and timely payment of both principal and interest under Purchaser's promissory note ("Note") of even date in the principal amount of $5,000,000, more particularly described in Section 3 of the Purchase Agreement and representing a portion of the purchase price of the Portsmouth Coke Plant; (B) the full and timely payment and performance of all Purchaser's obligations described in Section 5 of the Purchase Agreement and in the Agreement of Transfer and Assumption of Salaried Plan Assets and Liabilities and the Agreement of Transfer and Assumption of Union Plan Assets and Liabilities, both of even date herewith by and among Purchaser, Guarantor, and Cyclops and described more fully in Section 5 of the Purchase Agreement; (C) the full and timely payment and performance of

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all Purchaser's obligations under the Mortgage and the Security Agreement, both of even date by and between Cyclops and Purchaser and more particularly described in Section 3 of the Purchase Agreement; (D) the full and timely payment and performance of all Purchaser's obligations under the two Joint Use Contracts of even date by and between Cyclops and Purchaser and more particularly described in Section 10 of the Purchase Agreement; and (E) the full and timely payment and performance of all liabilities and obligations assumed by Purchaser pursuant to Section 4(A) of the Purchase Agreement and/or the Assumption Agreement of even date by and between Purchaser and Cyclops, more particularly described in Section 14(B) of the Purchase Agreement. As used herein, "Purchaser's Obligations" shall mean each and every liability and obligation of Purchaser described or mentioned in this Paragraph, and "Agreements" shall mean the Note, the Purchase Agreement, and each and every other agreement described or mentioned in this Paragraph.

2. Guarantor agrees to pay and perform forthwith on Purchaser's default all of Purchaser's Obligations and to compensate Cyclops for all losses, costs, attorney's fees, and other expenses that may be suffered by Cyclops by reason of any default by Purchaser or Guarantor, all without any obligation on the part of Cyclops to proceed first against Purchaser or any other party or to liquidate the Note or any collateral

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security for Purchaser's Obligations. Guarantor hereby agrees to be bound by and on demand to pay any deficiency established by a sale or other disposition of any collateral security held for Purchaser's Obligations after Purchaser's default. Except as expressly provided in Paragraph 3(b) hereinbelow, Guarantor hereby expressly waives notice of such sale or disposition, waives notice of acceptance of this Guaranty by Cyclops and of presentment for payment, demand, dishonor, protest, non-payment, or default with respect to any of Purchaser's Obligations, and waives any other notice or demand required by law.

3. (a) Cyclops may at any time and from time to time, without Guarantor's consent and without notice to Guarantor except as expressly provided in Paragraph 3(b) below, do any of the following:

(i) renew or extend any of Purchaser's Obligations or the obligations of any other party at any time directly or contingently liable for the payment or performance of any of Purchaser's Obligations;

(ii) accept partial payment or performance of Purchaser's Obligations;

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(iii) settle, release (by operation of law or otherwise), compound, compromise, collect, or liquidate any of Purchaser's Obligations and the security therefor in any manner;

(iv) consent to the transfer of security; or

(v) bid and purchase at any sale of paper or security, whether the sale be public or private.

The obligations of Guarantor hereunder shall not be released, discharged, impaired, or affected by any such event, by the genuineness, validity, or enforceability of any of the Agreements, or by any other matter, circumstance, or thing whatsoever whereby Guarantor as unconditional and absolute guarantor and surety of Purchaser's Obligations would or might be released or discharged. Guarantor hereby waives all set-offs and counterclaims, and waives all exemptions to the extent permitted by law. This Guaranty shall remain in full force and effect so long as any of Purchaser's Obligations remain unpaid or unperformed.

(b) In the event that (1) Guarantor shall no longer have any right, title, or interest, direct or indirect, in the outstanding capital stock or assets of Purchaser or Purchaser's successors or assigns, and (2) Guarantor shall have given

Cyclops timely written notice thereof and of the names and addresses of the owner or owners of said ownership interest in Purchaser, Guarantor shall be entitled to:

(i) Whatever notice and right to cure, if any, that Purchaser shall be entitled to under the applicable Agreements following a default with respect to any of Purchaser's Obligations. In such event, any such notice may be given concurrently to Purchaser and Guarantor, and Guarantor's obligations hereunder shall be postponed with respect to such Obligation of Purchaser until such right to cure, if any, shall have expired.

(ii) Notice of the extension of any of Purchaser's money Obligations for a period in excess of ninety (90) days.

(iii) Notice of the release of any discrete item of security necessary for the operation of the Portsmouth Coke Plant and having a replacement cost in excess of two hundred fifty thousand dollars ($250,000), unless Cyclops releases such security on the understanding that Purchaser will promptly replace the property in question with an item or items of similar function and equal or better quality.

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Except as otherwise expressly provided in any applicable Agreement, any notice to Guarantor provided for in this Paragraph shall be deemed to have been timely given if mailed or otherwise delivered to Guarantor at its address set forth above at least ten (10) days prior to the event to which such notice relates. In the event that Cyclops shall fail to give Guarantor any notice provided for in the foregoing Subparagraphs (ii) and (iii) of this Paragraph 3(b), such failure shall not abrogate any of Guarantor's obligations hereunder, and Cyclops' sole liability in connection with such failure shall be for such material damage to Guarantor as may result from the failure to give notice with respect the particular extension or release.

4. Guarantor shall be subrogated to the rights of Cyclops against Purchaser to the extent of the payments made by Guarantor hereunder and, to the extent permitted by law, shall be entitled to the benefits of the collateral security for Purchaser's Obligations; provided, however, that Guarantor shall not by virtue of making any such payment have or make any claim against Purchaser or obtain or attempt to obtain the benefits of any such collateral security unless and until all of Purchaser's Obligations (including without limitation the indebtedness evidenced by the Note) shall have been paid, performed, and discharged in full.

5. All obligations of Purchaser to Guarantor, whether now existing or hereafter incurred, shall be subordinated to Purchaser's Obligations. Without the prior written consent of Cyclops, no dividends or other payments or distributions shall be made to or accepted by Guarantor in respect of the capital stock of Purchaser so long as any of Purchaser's Obligations shall remain unpaid or unperformed. If an event of default occurs under any of the Agreements, no indebtedness of Purchaser to Guarantor shall be paid in whole or in part, nor will Guarantor accept any payment of or on account of any such indebtedness without the prior written consent of Cyclops so long as such default shall remain uncured. Each dividend or other payment or distribution in respect of any capital stock of Purchaser or on account of any indebtedness of Purchaser to Guarantor received in violation of this Guaranty shall be deemed to have been received by Guarantor as trustee for Cyclops and shall be paid over to Cyclops immediately on account of the indebtedness of Purchaser to Cyclops, but without otherwise affecting in any manner the liability of Guarantor hereunder.

6. Guarantor agrees to mail to Cyclops at its address shown above, within 30 days after each such item becomes available to the public generally, a true copy of each quarterly and annual financial statement of Guarantor and each

report and document filed by Guarantor with the Securities and Exchange Commission.

7. All the foregoing promises and obligations shall bind Guarantor, its successors and assigns, and shall inure to the benefit of Cyclops, its successors and assigns, whether so expressed or not. This Guaranty has been entered into under and pursuant to the laws of the Commonwealth of Pennsylvania and for all purposes shall be construed in accordance with said laws. All money obligations arising hereunder shall be due and payable at the offices of Cyclops in Pittsburgh, Pennsylvania. All rights, powers, and remedies of Cyclops hereunder and under any other agreements now or hereafter in force between Cyclops and Guarantor shall be cumulative and not alternative, and shall be in addition to all rights, powers, and remedies given to Cyclops by law. Any provisions hereof contrary to, prohibited by, or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Guarantor acknowledges receipt of an executed copy hereof.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered by its duly

authorized officers in its name and on its behalf this _____ day of _____, 1980.

ATTEST: McLOUTH STEEL CORPORATION

_____ By_____

Title_____ Title_____

This Guaranty is hereby accepted by Cyclops on the date first set forth above.

ATTEST: CYCLOPS CORPORATION

_____ By_____

Title_____ Title_____

AK000553

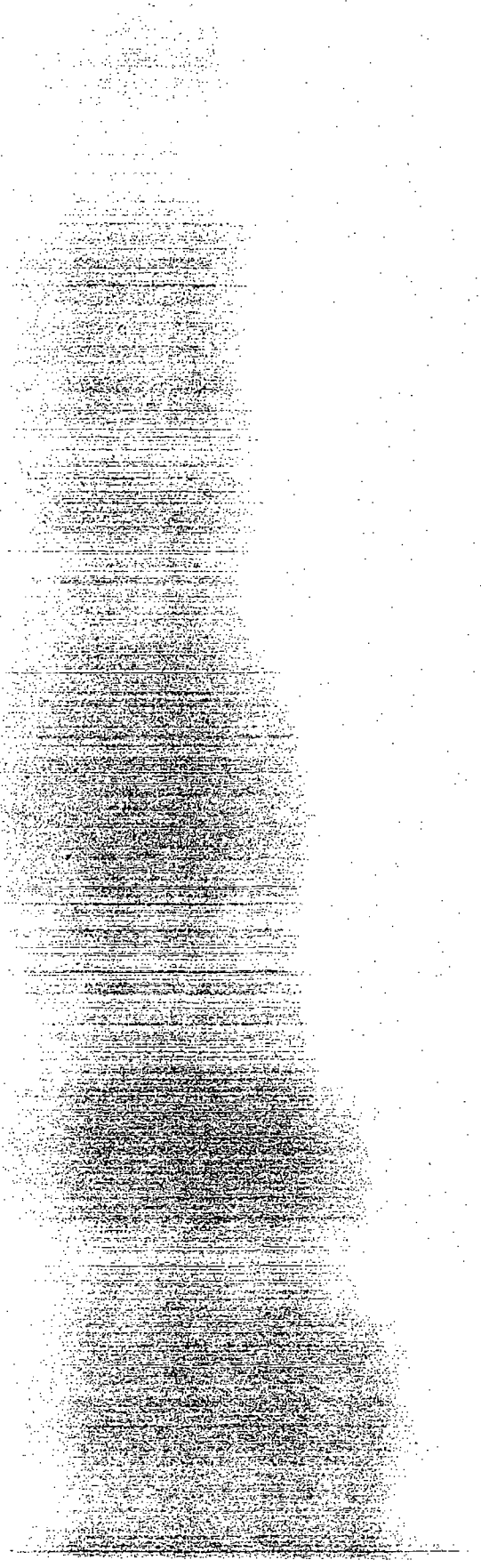

EXHIBIT E

MORTGAGE DEED

THIS MORTGAGE is made the _____ day of _____, 1980, by and between NEW BOSTON COKE CORPORATION (hereinafter called "Mortgagor"), an Ohio corporation having its chief executive office at 300 South Livernois Avenue, Detroit, Michigan 48209, and CYCLOPS CORPORATION (hereinafter called "Mortgagee"), a Pennsylvania corporation having its chief executive office at 650 Washington Road, Pittsburgh, Pennsylvania 15228.

WHEREAS, pursuant to the Purchase Agreement (hereinafter called the "Purchase Agreement") of even date by and among Mortgagee, McLouth Steel Corporation (hereinafter called "McLouth"), and Mortgagor, Mortgagor is purchasing from Mortgagee and Mortgagee is selling and conveying to Mortgagor certain coke making facilities and other real and personal property located in Scioto County, Ohio, and hereinafter referred to as the "Portsmouth Coke Plant", and

WHEREAS, among the several obligations of Mortgagor arising under or in connection with the Purchase Agreement are (1) the timely payment of all principal, interest, and other charges accruing under the Promissory Note (hereinafter called the "Note" and more particularly described in Section 3 of the

Purchase Agreement) of even date herewith whereby Mortgagor is indebted to Mortgagee in the principal sum of five million dollars ($5,000,000) lawful money of the United States of America, representing a portion of the purchase price for the Portsmouth Coke Plant; (2) the full and timely payment and performance of certain contractual obligations arising under the two Joint Use Contracts (hereinafter called the "Joint Use Contracts") of even date by and between Mortgagor and Mortgagee, more particularly described in Section 10 of the Purchase Agreement; (3) the full and timely payment and performance of all Mortgagor's obligations under the Security Agreement (hereinafter called the "Security Agreement") of even date herewith by and between Mortgagor as debtor and Mortgagee as secured party, more particularly described in Section 3 of the Purchase Agreement; (4) the full and timely payment and performance of the liabilities and obligations assumed by Mortgagor under Section 4(A) of the Purchase Agreement and/or the Assumption Agreement (hereinafter called the "Assumption Agreement") of even date by and between Mortgagor and Mortgagee, more particularly described in Section 14(B) of the Purchase Agreement, in connection with the various agreements and other items referred to therein and/or identified in the Exhibits attached to the Purchase Agreement; (5) the full and timely payment and performance of all Mortgagor's liabilities

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and obligations described in Section 5 of the Purchase Agreement; (6) the full and timely payment and performance of all the obligations of Mortgagor and/or McLouth under the Agreement of Transfer and Assumption of Union Plan Assets and Liabilities and the Agreement of Transfer and Assumption of Salaried Plan Assets and Liabilities (hereinafter together called the "Transfer and Assumption Agreements") both of even date by and among McLouth, Mortgagor, and Mortgagee and more fully described in Section 5 of the Purchase Agreement; and (7) the full and timely payment of all costs, including attorney's fees and legal expenses, incurred by Mortgagee in enforcing its rights under this Mortgage and the several instruments and agreements referred to above, in curing any defaults hereunder or thereunder, and in repairing, maintaining, protecting, and preserving the collateral security for the payment and performance of Mortgagor's several obligations under such instruments and agreements, and

WHEREAS, in connection with the sale of the Portsmouth Coke Plant, McLouth is purchasing from Mortgagee certain coke inventory under the Coke Sale Agreement (hereinafter called the "Coke Sale Agreement") by and among McLouth, Mortgagor, and Mortgagee, more particularly described in Section 9 of the Purchase Agreement;

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NOW THEREFORE, in consideration of all the obligations of Mortgagor and/or McLouth arising under or in connection with the Note, the Purchase Agreement, the Security Agreement, the Assumption Agreement, the Coke Sale Agreement, the Guaranty, the Transfer and Assumption Agreements and/or the Joint Use Contracts (all such instruments, agreements and other items being incorporated herein by reference and being hereinafter collectively referred to as the "Agreements", and all such obligations being hereinafter collectively referred to as the "Obligations") and for better securing the payment and performance of the same to Mortgagee, and the performance of the covenants and agreements hereinafter expressed, Mortgagor does hereby grant, convey, and mortgage unto Mortgagee all those certain lots or parcels of ground (hereinafter called the "Land") conveyed by Mortgagee to Mortgagor by Deed of even date and described in Exhibit A attached hereto and made a part hereof for all purposes.

TOGETHER WITH any and all buildings and improvements now erected thereon.

TOGETHER WITH any and all fixtures, and all machinery, equipment, and other articles of property, whether real estate or not, now attached to or situated in or upon, and used or useful in the operation of, the Land or the buildings

and improvements now erected thereon including without limitation all the property Exhibit B attached hereto and all the property subject to the security interest created in favor of Mortgagee under the Security Agreement.

TOGETHER WITH all present and future accessions, attachments and accessories to and substitutions and replacements for any of the buildings, improvements, fixtures, machinery, equipment, and other articles of property described hereinabove, but specifically excluding all other hereafter acquired property of Mortgagor (except for all accessions, attachments, accessories, substitutions, replacements, and proceeds as aforesaid) brought onto or upon the Land including fixtures, machinery and equipment, which shall not be considered as part of the real estate encumbered hereby.

TOGETHER WITH all proceeds of any condemnation or eminent domain proceedings in respect of the Land.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances belonging to the Land or any part thereof, hereby mortgaged or intended so to be, or in anywise appertaining thereto (including but not limited to all income, rents, and profits arising therefrom), all streets, alleys, passages, ways, watercourses, all other rights, liberties, and privileges of whatsoever kind or character, the

reversions and remainders, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well at law as in equity, of Mortgagor, in and to all of the foregoing or any or every part thereof (said Land, buildings, improvements, fixtures, machinery, equipment, tenements, and other property interests being hereinafter collectively called "Premises").

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns forever.

ARTICLE I

COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee, as follows:

Warranty of Title

1.01. Mortgagor warrants that it is the lawful fee simple owner of the Land, and has the right to convey the same.

Mortgagor will warrant and defend said Premises, with the above mentioned appurtenances, to the said Mortgagee, its successors and assigns, forever, against all claims and demands whatsoever.

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Payment of Indebtedness

1.02. Mortgagor shall pay to Mortgagee the principal of and interest upon the Note according to the terms of the Note secured hereby, reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record, and all other sums hereby secured; and shall keep and perform every other covenant and agreement of this Mortgage and the Agreements.

Waste and Maintenance of Premises

1.03. Mortgagor shall abstain from and not permit the commission of waste in or about the Premises; shall not remove or demolish, or alter the structural character of, any building at any time erected on the Premises without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld; and shall maintain the Premises in good condition and repair, reasonable wear and tear excepted. Mortgagee shall have the right, but not the duty, to enter upon the Premises at any reasonable hour to inspect the order, condition, and repair thereof, including the interiors of any buildings and improvements located thereon; provided, however, that Mortgagee shall give Mortgagor at least twenty four (24) hours' prior oral or written notice of Mortgagee's intention to make such inspection.

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Insurance Obligation

1.04. Mortgagor will procure, deliver to, and maintain for the benefit of Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings and improvements now existing or hereafter erected on the said Land against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as Mortgagee may reasonably designate, and such other policies of insurance (including without limitation liability insurance) as Mortgagee shall reasonably require. All policies of insurance required hereunder shall be delivered to Mortgagee simultaneously with the execution of this Mortgage and shall be in such form, companies, and reasonable amounts as Mortgagee may accept, shall contain the Ohio standard or other mortgagee clause acceptable to Mortgagee, with loss payable to Mortgagor and Mortgagee as their interests may appear, and shall provide that no cancellation thereof shall be effective until at least thirty (30) days after the mailing of written notice of such cancellation to Mortgagee. Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to Mortgagee renewals of such policy or policies at least ten (10) days

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prior to the expiration date(s) thereof; the said policies and renewals to be marked "paid" by the issuing company or agent. Upon Mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may, in its discretion, effect any insurance required hereunder and pay the premiums due therefor, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagor with interest at a rate determined in accordance with Paragraph 4.04 below, and shall be secured by this Mortgage.

Mortgagor covenants and agrees that if, at any time during the term of this Mortgage, including any extensions thereof, the area comprising the Land or any part thereof is located in a designated "flood prone" area pursuant to the Flood Disaster Protection Act of 1973, or any amendments or supplements thereto, then in that event Mortgagor shall obtain flood insurance in such total amount as Mortgagee may from time to time require and shall otherwise comply with the National Flood Insurance Program as set forth in said Flood Disaster Protection Act of 1973. Mortgagor further covenants and agrees to comply fully with the requirements of the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973, as the same may be amended from time to time, and any other law, order, rule, ordinance, or regulation concerning flood insurance, to the extent that the same apply to the Premises or any part thereof.

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In the event of any loss or damage, Mortgagor will give prompt notice thereof to Mortgagee. All proceeds of insurance in the event of such loss or damage shall be payable jointly to Mortgagor, its successors and assigns, and Mortgagee. All funds will be utilized by Mortgagor to the extent necessary to restore the Premises to substantially the same condition as the Premises existed prior to the loss or damage, unless Mortgagor shall elect not to do so. In the latter event, Mortgagee shall then apply the proceeds to the then existing indebtedness secured hereunder and the balance shall be paid to Mortgagor.

Payment of Taxes and Other Charges

1.05. Mortgagor shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Premises or any part thereof, without any deduction, defalcation, or abatement, not later than ten (10) days before the date on which such taxes, water and sewer rents, claims, and liens commence to bear interest or penalties, and, not later than such dates, shall produce to Mortgagee receipts for the payment thereof in full, and shall pay every other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Premises prior to the lien of this Mortgage; provided, however,

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that if Mortgagor shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances, or other charges, or the validity thereof, and shall have established on its books, or by deposit of cash with Mortgagee (as Mortgagee may elect), a reserve for the payment thereof in such amount as Mortgagee may require, then Mortgagor shall not be required to pay the same, or to produce such receipts, during the maintenance of said reserve and as long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

Payment of Future Taxes

1.06. If any time the United States Government or any department or bureau thereof shall require internal revenue stamps on the Note, upon demand Mortgagor shall pay for same; and on default of such payment within fifteen (15) days after demand for same, the holder of the Note may pay for such stamps and add the amount so paid to the indebtedness secured by this Mortgage, and said additional principal shall bear interest at rates determined in accordance with Paragraph 4.04 below. If any law or ordinance adopted hereafter imposes a tax on Mortgagee with respect to the Premises, the value of Mortgagor's equity therein, the amount of the indebtedness

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secured hereby, the Note, any other of the Agreements, or this Mortgage, Mortgagee shall have the right at its election from time to time to give Mortgagor sixty (60) days' written notice to pay the indebtedness secured hereby, whereupon such indebtedness shall become due, payable, and collectible at the expiration of such period of sixty (60) days, unless prior thereto, lawfully and without violation of usury laws, Mortgagor has paid any such tax in full as the same became due and payable, in which event such notice shall be deemed to have been rescinded with respect to any right of Mortgagee hereunder arising by reason of the tax so paid. No prepayment charge or premium shall apply to any payment of the indebtedness secured hereby pursuant to any such notice, if the payment is made before the expiration of such period of sixty (60) days.

Security Agreement

1.07. This Mortgage creates a security interest in the property included in the Premises and constitutes a security agreement under the Ohio Uniform Commercial Code. Mortgagor shall execute, file, and refile such financing statements or other security agreements as Mortgagee shall require from time to time with respect to property included in the Premises.

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Condemnation and Arbitration

1.08. If any part of the Premises but less than all are taken or acquired, either temporarily or permanently, by any condemnation proceeding or by the right of eminent domain, any award or payment received by Mortgagor shall be payable jointly to the parties hereto. Said payment or award shall be first utilized to restore or repair any damage to the Premises occasioned by said taking. Any portion of said payment or award not so used shall be applied against the indebtedness secured hereunder, and the excess (if any) shall be retained by Mortgagor.

In the event that all of the Premises are so taken or acquired by any condemnation proceedings or by the right of eminent domain, any award or payment received by Mortgagor shall be paid to Mortgagee for application against the then existing balance of Mortgagor's money Obligations and any remaining portion of the award or payment shall be retained by Mortgagor.

Compliance With Ordinances

1.09. Mortgagor shall comply with any federal, state, or municipal ordinance or regulation affecting the Premises within thirty (30) days after notice thereof from the

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public authority charged with the duty of giving such notice; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such ordinance or regulation, or the validity thereof, then Mortgagor shall not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor; and provided further that this covenant shall not apply to current violations, if any.

Prohibition Against Liens

1.10. Without the prior written consent of Mortgagee, Mortgagor will not grant, suffer, or permit any mortgage, security interest, or other lien with respect to the Premises or any part thereof (including all present and future accessions, attachments, accessories, substitutions, replacements, and proceeds) in favor of any entity other than Mortgagee, except as expressly provided in Paragraph 1.05 hereof, unless Mortgagor, at its own expense, shall deliver to Mortgagee an opinion of Ohio counsel reasonably satisfactory to Mortgagee and in form and substance reasonably satisfactory to Mortgagee, to the effect that such mortgage, lien, or security interest shall be subordinate to the mortgage lien and estate

created hereunder in favor of Mortgagee. In the event that any real or personal property now or hereafter attached to or situated on or comprising a part of the Premises is removed therefrom pursuant to a mortgage, lien, or security interest in favor of any entity other than Mortgagee, Mortgagor shall repair all damage to the Premises caused by such removal or reimburse Mortgagee for the cost of such repairs; and the prompt payment and performance of Mortgagor's foregoing obligations shall be secured by this Mortgage.

Mortgagee understands that Mortgagor may desire to finance new machinery, equipment, fixtures, and other improvements on the Premises and acknowledges that the lien of this Mortgage is not intended to encumber such new improvements (except for all accessions, attachments, accessories, substitutions, replacements, and proceeds as aforesaid) and accordingly agrees to subordinate the lien of this Mortgage to the lien securing the financing of such new improvements (except for all accessions, attachments, accessories, substitutions, replacements, and proceeds as aforesaid) provided such lien secures only indebtedness incurred to finance the cost of such new improvements (other than all accessions, attachments, accessories, substitutions, replacements, and proceeds as aforesaid) and provided the documentation evidencing the lien is in form reasonably satisfactory to Mortgagee.

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ARTICLE II

DEFAULT AND BREACH

Events of Default

2.01. The following shall constitute Events of Default hereunder:

(a) any of the money obligations of Mortgagor and/or McLouth to Mortgagee arising hereunder or under the Agreements or otherwise is not paid promptly when due or within any grace period provided for in the applicable instrument or agreement;

(b) Mortgagor and/or McLouth breaches any warranty, representation, covenant, or other provision hereof or of the Agreements; such breach has an adverse effect on Mortgagee and/or the Premises; and Mortgagor and/or McLouth does not cure such breach with all due diligence;

(c) Mortgagor and/or McLouth becomes insolvent, fails generally to pay its debts as such debts become due, makes a general assignment for the benefit of its creditors, ceases to do business as a going concern, or commences proceedings to wind up its affairs or dissolve its corporate existence;

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(d) it is determined that Mortgagor and/or McLouth has given Mortgagee materially false information regarding its financial condition or any other representation made by Mortgagor and/or McLouth in connection with this Mortgage or the Agreements is determined to be materially false or materially misleading;

(e) any material part of the Premises is lost or destroyed and not repaired or replaced by Mortgagor with all due diligence;

(f) any material part of the property of Mortgagor and/or McLouth is attached or levied upon and such attachment or levy is not dissolved within twenty (20) days thereafter;

(g) a court having jurisdiction in the premises in respect of Mortgagor and/or McLouth in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, enters an order or decree granting relief or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or any other similar official for Mortgagor and/or McLouth or for any substantial

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part of Mortgagor's and/or McLouth's property or ordering the winding up or liquidation of Mortgagor's and/or McLouth's affairs, and such decree or order continues unstayed and in effect for a period of sixty (60) consecutive days; or

(h) Mortgagor and/or McLouth commences a voluntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, or consents to the entry of an order in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar official for Mortgagor and/or McLouth or of a substantial part of the property of Mortgagor and/or McLouth, or the taking of corporate action by Mortgagor and/or McLouth in furtherance of any of the foregoing.

Remedies for Default

2.02. Upon the happening of any one or more of said Events of Default, the entire unpaid balance of the principal of the Note, the accrued interest thereon, and all other sums secured by this Mortgage shall, at the option of Mortgagee,

become immediately due and payable without notice or demand, and in any such Event of Default Mortgagee may forthwith:

Foreclosure

(a) Institute any action of mortgage foreclosure, or take such other action, as the law allows, at law or in equity, for the enforcement thereof and realization on the mortgage security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of the principal sum of the Note, with interest at the rates stipulated in the Note, together with all other sums secured by this Mortgage, all costs of suit, and interest at a rate determined in accordance with Paragraph 4.04 below on any judgment obtained by Mortgagee from and after the date of any Sheriff's Sale of the Premises (which may be sold in one parcel or in such parcels, manner, or order as Mortgagee shall elect) until actual payment is made by the Sheriff of the full amount due Mortgagee; or

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Possession and Receivership

(b) Enter into possession of the Premises, with or without legal action, and by force if necessary; lease or operate the same; collect all rents and profits therefrom and, after deducting all costs of collection and administration expenses, apply the net rents and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums, and all other carrying charges (including but not limited to agents' compensation and fees and costs of counsel and receivers) and to the maintenance, preservation, protection, repair, or restoration of the Premises, or on account and in reduction of the Obligations hereby secured, in such order and amounts as Mortgagee in Mortgagee's sole discretion may elect; and have a receiver appointed to enter into possession of the Premises, collect the rents and profits therefrom, and apply the same as the court may direct. Mortgagee shall be liable to account only for rents

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and profits actually received by Mortgagee. For such purposes Mortgagor hereby authorizes any attorney of any court of record to appear for Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of the Premises, and to confess judgment therein against Mortgagor in favor of Mortgagee, whereupon a writ may forthwith issue for the immediate possession of the Premises, without any prior writ or proceeding whatsoever; and for so doing this Mortgage or a copy thereof verified by affidavit shall be a sufficient warrant.

In exercising any of the powers contained in this paragraph Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by Mortgagor in the operation thereof or of any part thereof.

Remedy for Breach

2.03. If Mortgagor fails to pay any tax, claim, lien, or encumbrance which shall be or become prior in lien to this Mortgage, or to pay any insurance premium as aforesaid, or

to keep the Premises in repair, as aforesaid, or commits or permits waste, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment, or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of said purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, together with interest on each such advance at a rate determined in accordance with Paragraph 4.04 below, and all such sums and interest thereon shall be secured hereby.

Assignment of Leases and Rents

2.04. As further security for payment of the indebtedness and performance of the Obligations, covenants, and agreements secured hereby, Mortgagor hereby assigns to Mortgagee all leases already in existence and to be created in the future, together with all rents to become due under existing or future leases. This assignment, however, shall be operative only in the event of the occurrence of a default

hereunder, or under the Note or other instrument or agreement collateral hereto, remaining uncured at the expiration of the grace period, if any, provided in respect to such default; and in any such case Mortgagor hereby confers on Mortgagee the exclusive power, to be used or not in its sole discretion, to act as agent, or to appoint a third person to act as agent for Mortgagor, with power to take possession of, and collect all rents arising from, the Premises and apply such rents, at the option of Mortgagee, to the payment of the taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses and Obligations, in such order of priority as Mortgagee may in its sole discretion determine, and to turn any balance remaining over to Mortgagor; but such collection of rents shall not operate as an affirmance of the tenant or lease in the event Mortgagor's title to the Premises should be acquired by Mortgagee. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee. In exercising any of the powers contained in this paragraph Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by Mortgagor in the rental or leasing thereof or of any part thereof.

ARTICLE III

SATISFACTION AND RELEASE

Satisfaction of Mortgage

3.01. Anything hereinbefore contained to the contrary notwithstanding, this Mortgage and the estate hereby granted shall cease and become void upon the last to occur of the following events: (A) all Mortgagor's money Obligations under the Note are paid and discharged in full; (B) all McLouth's obligations to pay for the coke inventory purchased from Mortgagee under the Coke Sale Agreement are paid and discharged in full; and (C) November 30, 1985, provided that Mortgagor and/or McLouth is not then in default under any of the Agreements.

Transfer of Title by Mortgagor

3.02. Any transfer by sale, gift, operation of law, or otherwise of the fee title interest in all or any portion of the Premises shall have the same consequences as an Event of Default respecting the indebtedness secured hereby, and upon such transfer, Mortgagee, without prior notice or the elapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable, and exercise all other rights and remedies provided in this Mortgage, any of the Agreements, or otherwise at law; provided,

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however, that no joint venture or merger involving Mortgagor and/or any of Mortgagor's assets and no sale or other disposition of capital stock of Mortgagor shall be deemed a transfer subject to this paragraph so long as McLouth shall retain an interest of at least fifty per cent (50%) in the capital stock and/or assets of Mortgagor.

ARTICLE IV

MISCELLANEOUS

Notice

4.01. A notice that is mailed by certified mail to Mortgagor c/o Chairman of the Board, McLouth Steel Corporation, 300 Livernois Avenue, Detroit, Michigan 48209, shall be sufficient notice when required under this Mortgage.

Waiver of Defenses and Certain Notices

4.02. Mortgagor hereby waives and releases: (a) all errors, defects, and imperfections in any proceedings instituted by Mortgagee under this Mortgage; (b) all benefit that might accrue to Mortgagor by virtue of any present or future laws exempting the Premises, or any part of the proceeds arising from any sale thereof, from attachment, levy, or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment;

and (c) all notices not herein elsewhere specifically required, of Mortgagor's default or of Mortagee's exercise, or election to exercise, any option under this Mortgage.

Cumulative Rights and Remedies

4.03. The rights and remedies of Mortgagee as provided herein or in the Agreements or in any other agreement by and between Mortgagor and Mortgagee shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Rates of Interest

4.04. All agreements between Mortgagor and Mortgagee are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Mortgagee for the use, forbearance, or detention of the money due under the Note secured hereby or under any other instrument or agreement collateral hereto exceed the maximum amount permissible under applicable law. If, due to any circumstances whatsoever, fulfillment of any provision hereof, at the time performance of such provision shall be due, shall involve

transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances Mortgagee should ever receive as interest an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount of the money Obligations secured hereby and not to the payment of interest.

Subject to the foregoing provisions, the money Obligations of Mortgagor secured hereby shall bear interest per annum calculated on the basis of a year of 365 or 366 days as the case may be at either (a) the rate agreed to by Mortgagee in a writing with respect to a particular Obligation or, in the absence of such agreement, (b) for each month or fraction thereof that an Obligation remains unpaid, five percent (5%) above the prime commercial lending rate quoted by Mellon Bank, N.A., of Pittsburgh, Pennsylvania, such rate to be determined as of the first business day of each such month. In any case, interest accruing on any Obligations shall continue to accrue until payment is received in hand by Mortgagee, whether or not judgment is entered on any particular Obligation prior to its payment, it being the intent of the parties that any such judgment shall bear interest at a rate determined in accordance with this paragraph rather than at the statutory judgment rate.

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Ohio Law to Apply

4.05. This Mortgage shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Scioto County, Ohio, except that all sums due and to become due from Mortgagor to Mortgagee shall be payable at Mortgagee's chief executive office in Pittsburgh, Pennsylvania.

Parties Bound

4.06. This Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Mortgage.

Severability

4.07. In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Mortgage shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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Time of Essence

4.08. Time is of the essence of this Mortgage.

Construction

4.09. The words "Mortgagor" and "Mortgagee" include singular or plural, individual or corporation, and the respective successors and assigns of Mortgagor, Mortgagee, and McLouth as the case may be.

Captions

4.10. The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Mortgage or any particular paragraph or section hereof, or the proper construction hereof.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage Deed to be duly executed and delivered by its duly authorized officers in its name and on its behalf on the date first set forth above.

ATTEST: NEW BOSTON COKE CORPORATION

_____ _____

Title_____ Title:_____

AK000583

Signed, acknowledged and delivered in the presence of the following witnesses:

_____	_____
_____	_____

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ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

Be it remembered, that on the _____ day of _____, 19___, before me, the subscriber, a notary public within and for said County and Commonwealth, personally appeared _____, President, and _____, Secretary, of the above-named _____, a corporation, who represented that they are duly authorized in the premises, and who acknowledged that they signed the foregoing instrument and that the same is their free and voluntary act and deed as such officers and is the free and voluntary act and deed of said corporation.

In testimony whereof, I hereunto set my hand and official seal at Pittsburgh, Pennsylvania, on the _____ day of _____, 19___.

_____
Notary Public

Allegheny County, Pennsylvania
My commission expires: _____

(SEAL)

AK000585

This Mortgage Deed was prepared by George M. Cheever, Esquire, of the firm of Kirkpatrick, Lockhart, Johnson & Hutchison, 1500 Oliver Building, Pittsburgh, Pennsylvania 15222.

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EXHIBIT A

TRACT ONE: Situate in Section 12, Village of New Boston, Scioto County, Ohio, and being part of Parcel No. 1 included in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589 of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at a concrete monument at the intersection of the corporation line between the Village of New Boston and the City of Portsmouth with the Northerly right-of-way line of the Baltimore and Ohio Railroad Company; thence, from the beginning point and with the corporation line, N. 10 deg. 21' 20" W., passing an iron pin at 401.64 feet a total distance of 519.64 feet to an iron pin; thence, leaving the corporation line N. 85 deg. 21' 20" W., a distance of 69.00 feet to an iron pin; thence, S. 88 deg. 38' 40" W., a distance of 123.00 feet to an iron pin; thence, S. 85 deg. 46' 51" W., a distance of 62.79 feet to an iron pin; thence, S. 10 deg. 10' 06" E., a distance of 205.47 feet to an iron pin; thence, S. 69 deg. 47' 12" W., a distance of 2225.25 feet to a concrete monument; thence S. 20 deg. 25' 55" E., a distance of 382.91 feet to a concrete monument set in the Northerly right-of-way line of the aforementioned Baltimore and Ohio Railroad; thence, with the said right-of-way the following 5 calls: thence, N. 69 deg. 34' 05" E., a distance of 709.84 feet to an iron pin; thence, N. 69 deg. 50' 59" E., a distance of 337.13 feet to an iron pin; thence N. 75 deg. 34' 28" E., a distance of 140.35 feet to an iron pin; thence, N. 70 deg. 01' 41" E., a distance of 212.08 feet to a concrete monument; thence N. 69 deg. 47' 31" E., a distance of 1011.35 feet to the place of beginning and containing 22.787 acres, more or less.

TRACT TWO: Situate in the City of Portsmouth, Scioto County, Ohio, partially in Section 12 and partially in Section 7 and being part of Parcel 1 and all of Parcels 13 and 16 included in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, page 589 of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at a concrete monument set in the Northerly right-of-way line of the Baltimore and Ohio Railroad Company from which the City of Portsmouth corporation line bears, S. 69 deg. 51' 22" W., a distance of 30.43 feet; thence, from the beginning point, N. 69 deg. 52' 52" E., a distance of 1865.59 feet to a concrete monument; thence, N. 70 deg. 51' 04" E., a distance of 49.22 feet to an iron pin; thence, N. 70 deg. 12' 25" E., a distance of 226.84 feet to a concrete monument set in the dividing line between Sections 12 and 7; thence, with the dividing line N. 5 deg. 00' 55" E., a distance of 30.19 feet to an iron pin; thence, N. 80 deg. 02' 00" E., a distance of 426.90 feet to an iron pin; thence N. 84 deg. 03' 00" E., a distance of 204.53 feet to an iron pin; thence, leaving the aforementioned railroad right-of-way N. 5 deg. 50' 00" W., a distance of 15.00 feet to an iron pin; thence, S. 84 deg. 03' 00" W., a distance of 196.46 feet to an iron pin; thence, S. 80 deg. 02' 00" W., a distance of 431.81 feet to an iron pin in the aforementioned dividing line between Sections 12 and 7; thence, S. 76 deg. 39' 19" W.,

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a distance of 25.78 feet to an iron pin; thence, N. 13 deg. 57' 58" W., a distance of 4.89 feet to an iron pin; thence S. 76 deg. 39' 19" W., a distance of 175.61 feet to an iron pin; thence S. 72 deg. 50' 04" W., a distance of 0.56 feet to an iron pin; thence, S. 14 deg. 28' 23" E., a distance of 5.10 feet to an iron pin; thence, S. 72 deg. 38' 04" W., a distance of 206.59 feet to an iron pin in the east line of the aforementioned Parcel No. 16; thence, with the East line, N. 17 deg. 13' 48" W. a distance of 4.60 feet to an iron pin; thence, N. 6 deg. 54' 20" E., a distance of 104.00 feet to an iron pin in the Northeast corner of said parcel and also being in the South right-of-way line of U. S. Route 52; thence, with the right-of-way and with the North line of said parcel N. 86 deg. 47' 33" W., a distance of 217.04 feet to an iron pin; thence, N. 86 deg. 13' 23" W., a distance of 72.24 feet to an iron pin; thence, S. 89 deg. 21' 17" W., a distance of 213.95 feet to an iron pin in the Northwest corner of Parcel No. 16 and the Northeast corner of Parcel No. 13; thence, with the North line of Parcel 13 and continuing with the South right-of-way of U. S. Route 52, S. 78 deg. 56' 03" W. a distance of 138.56 feet to an iron pin; thence, S. 89 deg. 21' 16" W., a distance of 89.00 feet to an iron pin in the Northwest corner of said Parcel 13; thence, continuing with the right-of-way of U. S. Route 52, N. 1 deg. 42' 30" W., a distance of 77.83 feet to an iron pin; thence, S. 80 deg. 57' 39" W., a distance of 243.73 feet to an iron pin; thence, S. 80 deg. 23' 07" W., a distance of 184.03 feet to a concrete monument set at the Northeast corner of a 1.145 acre tract deeded to the City of Portsmouth by Detroit Steel Corporation and recorded in Volume 605, Page 502, Scioto County Record of Deeds; thence, with the East line of said tract, S. 5 deg. 35' 15" E., a distance of 191.81 feet to an iron pin set at the Southeast corner of said tract; thence, with the South line, S. 84 deg. 24' 30" W., passing the Southwest corner of the 1.145 acre tract at 252.89 feet a total distance of 598.89 feet to an iron pin, said pin being 30.00 feet Easterly measured at right angles from the aforementioned City of Portsmouth corporation line; thence, parallel with the line, S. 10 deg. 21' 20" E., a distance of 533.89 feet to the place of beginning and containing 17.2708 acres, more or less, being all of Parcel 13 (1.2803 acres), all of Parcel No. 16 (2.1450 acres), and 13.8455 acres of Parcel No.1.

TRACT THREE: Situate in Section 12, Township 1-N, Range 21-W, Village of New Boston, Scioto County, Ohio, and being part of Parcel Numbers 1, 7 and 8 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589 of the Scioto County Deed Records and part of 0.037 acre portion of Taylor Avenue vacated by Village of New Boston by ordinance no. 2819 dated November 6, 1980, and recorded in Volume 739, Page 349 of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at a railroad spike on the Westerly right-of-way line of Taylor Avenue at the Northeast corner of Lot 49 in Lakeside Addition (now partially vacated) to the Village of New Boston as shown on the plat of said addition as recorded in Volume 2A, page 133 of the Scioto County Plat Records; thence, along said right-of-way South 0 deg. 51' 02" East, a distance of 16.17 feet to a railroad spike and the true place of beginning; thence, North 78° deg. 15." 59' East a distance of 7.70 feet to a railroad spike;

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thence, South 11 deg. 51' 21" East, a distance of 252.67 feet to an iron pin; thence, South 77 deg. 00' 14" West, a distance of 96.90 feet to an iron pin; thence, South 88 deg. 51' 29" West, a distance of 457.41 feet to an iron pin; thence, North 31 deg. 33' 17" East, a distance of 198.76 feet to a railroad spike; thence, North 72 deg. 13' 03" East, a distance of 247.55 feet to a railroad spike; thence, North 78 deg. 15' 59" East, a distance of 155.78 feet to the true place of beginning, containing 2.378 acres, more or less.

TRACT FOUR: Situate in Section 12, Township 1-N, Range 21-W, Village of New Boston, Scioto County, Ohio, and being part of Parcel No. 1 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589, of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at an iron pin on the Southerly right-of-way line of U. S. Route 52 and also on the property line between Cyclops Corporation and Alex B. Fisher (recorded in Volume 456, page 21); thence, with the following three calls along said right-of-way: North 88 deg. 53' 11" East, a distance of 88.42 feet to an iron pin; South 82 deg. 01' 08" East, a distance of 28.84 feet to a steel fence post; and North 84 deg. 02' 58" East, a distance of 37.84 feet to an iron pin; thence, South 6 deg. 02' 16" East, a distance of 60.05 feet to a railroad spike; thence, South 83 deg. 53' 40" West, a distance of 154.03 feet to an iron pin on the aforementioned property line; thence, along said property line, North 5 deg. 57' 02" West, a distance of 74.86 feet to the original place of beginning, containing 0.237 acres, more or less.

Survey of Tracts 1 through 4 by Timothy A. Thoroughman, R.S. 5589, October 13, 1980.

The above described premises are subject to easements, rights-of-way, covenants, and conditions of record in the Recorder's Office of Scioto County, Ohio.

AK000589

EXHIBIT B

This Exhibit, consisting of nine (9) sheets, is a part of a Mortgage Deed by and between New Boston Coke Corporation, 300 South Livernois Avenue, Detroit, Michigan 48209 as Mortgagor and Cyclops Corporation, 650 Washington Road, Pittsburgh, Pennsylvania 15228 as Mortgagee with respect to certain property located in Scioto County, Ohio.

One (1) Koppers battery of seventy (70) coke ovens and oven machinery, including coal handling, coke preparation and coke handling machinery and equipment, coke by-products plant and integral equipment located at such facilities.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 30984.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 32524.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 36801.

AK000590

One (1) Hough front end loader, Model H25, Serial No. 207899.

One (1) Walden front end loader, Model 5000, Serial No. 6144.

Construction-in-progress at the Portsmouth Coke Plant.

Substation No. 3 with one (1) General Electric 12,500 kilo-volt-ampere transformer, 34,500/11,000 kilovolts, Serial No. E691329 and one (1) General Electric 3,750 kilo-volt-ampere transformer, 11,000/2,300 kilovolts, Serial No. B311312.

Substation No. 4 with three (3) General Electric kilo-volt-ampere transformers, each 11,000/2,300 kilovolts, Serial Nos. B530717, B530718 and C864210; one (1) General Electric 300 kilo-volt-ampere transformer, 2,400/480 volts, Serial No. B335516 and one (1) General Electric 940 kilo-volt-ampere transformer, 2,400/222 volts, Serial No. D551746.

Substation No. 6 with one (1) General Electric 1,500 kilo-volt-ampere transformer, 2,400/480

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volts, Serial No. E693078 and one (1) General Electric 658 kilo-volt-ampere transformer, 2,400/232 volts, Serial No. D575170.

One (1) Babcock-Wilcox multi-fuel fired boiler, Model PFI, with super heat, economizer and soot blowers, Serial No. 142679.

One (1) Babcock-Wilcox multi-fuel fired boiler, Model PFI, with super heat, economizer and soot blowers, Serial No. 144134.

One (1) Graver water treatment plant, with 250,000 gallon storage tank for treated water.

One (1) Caterpillar front end loader (track type), Model No. 977L, Serial No. 14X1430.

One (1) Ball Bearing power hacksaw, Model No. 6A, (at position PH-2).

One (1) Armstrong Blum band saw (at position BS-2).

One (1) Simmons Machine Tool radial drill (at position RD-2).

AK000592

One (1) Bridgeport grinder, identification no. WO-36UC2.

Miscellaneous machine shop tools purchased by Mortgagor from Mortgagee.

One (1) Lincoln welder, Model No. 250-250, Serial No. AC 309129 (at forge shop).

One (1) Lincoln welder, Model No. 250-250, Serial No. AC 234940 (at forge shop).

One (1) Miller welder, Model No. SR300, Serial No. D3606 (at forge shop).

One (1) Rockwell (Delta Mil) saw, Serial No. MX2-4442 (at carpenter shop).

Miscellaneous metal shop tools purchased by Mortgagor from Mortgagee.

One (1) Toledo Beaver Tools pipe machine, Serial No. 702454 (at pipe shop).

One (1) jib crane, identification no. Clev-A2.

Miscellaneous electric shop tools purchased by Mortgagor from Mortgagee.

AK000593

One (1) cut-off saw, Model No. 22A, Serial No. 22A160 (at pipe shop).

Two hundred (200) feet of one-inch (1") cast iron pipe.

Two hundred (200) feet of two-inch (2") cast iron pipe.

Two hundred (200) feet of three-inch (3") cast iron pipe.

Two hundred (200) feet of four-inch (4") cast iron pipe.

Stainless steel and galvanized steel sheets (at tin shop).

Ninety-five (95) gallons of ore bridge paint (fifty (50) gallons of primer and forty-five (45) gallons of finish).

One (1) Morgan crane, 64 ft., -0- in. span.

One (1) drop table.

One (1) Cummins quench engine, Model No. H743B175, Serial No. 601547.

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Minor tools.

One (1) Peerless pump, Serial No. 134981 (at position 1).

One (1) Peerless pump, Serial No. 134980 (at position 3).

One (1) American diesel electric locomotive crane, Model No. 840, Serial No. 2661.

One (1) American diesel electric locomotive crane, Model No. 840, Serial No. 2029.

One (1) General Electric locomotive engine, Serial No. 31275.

One (1) Fort Acme work boat (Serial No. 1167) with power unit (Evinrude outboard engine, Serial No. 00004802).

One (1) Lincoln portable welder, 400 amperes, Model No. SAM 400-2056, Serial No. 726892.

One (1) Worthington portable air compressor, Model No. 1940, Serial No. 808C-160.

One (1) International backhoe, Model No. 3400D, Serial No. 0658.

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One (1) Towmotor forklift, Model No. V60B, Serial No. 83M300.

One (1) Caterpillar front end loader (rubber tires), Model No. 980B, Serial 89P4092.

One (1) Ford pick-up truck, Model No. F100, Serial No. F10BNEA1371.

One (1) Chevrolet mobile welding truck, Model No. C531003, Serial No. CS3301105220, with Lincoln welder, Model No. SAE-400-F-245

One (1) Ford dump truck, Model 615E, Serial No. F61EVAG2496.

One (1) GMC dumpster, Model No. GMC8500A-478, Serial No. HM80AD066051

One (1) clamshell bucket for locomotive crane.

One (1) General Electric locomotive engine, Serial No. 31271.

One (1) telescoping gas holder, 145 ft. diameter, height 35 ft. to 180 ft.

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Four (4) dump boxes for GMC dumpster.

Fifty (50) pieces of 100 lb. rail, 39 ft. length.

Eighteen (18) pieces of 132 lb. rail, 60 ft. length.

Eight hundred twenty-five (825) pieces of 132 lb. railroad plates.

Two thousand five hundred (2,500) pieces of 100 lb. railroad plates.

Seventy-five (75) pair of 132 lb. railroad angle bars.

Seventy (70) pair of 100 lb. railroad angle bars.

Four hundred twenty-two (422) railroad ties, lengths 8 ft. - 6 in. to 12 ft.

Pathon cylinder for door machine

Cage bars for Williamson hammer mill

Thrash pump for pollution - coke conveyor

Pump rotor for by-products plane

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Repair clamps for service water lines

Screw spikes for pushing machine tracks

Compressor parts for exhuster equipment

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EXHIBIT F

SECURITY AGREEMENT

This Security Agreement is made as of the date set forth below by and between NEW BOSTON COKE CORPORATION ("Debtor"), an Ohio corporation having its chief executive office at 300 South Livernois Avenue, Detroit, Michigan 48209, and CYCLOPS CORPORATION, ("Secured Party"), a Pennsylvania corporation having its chief executive office at 650 Washington Road, Pittsburgh, Pennsylvania 15228, each intending to be legally bound hereby.

1. Grant of Security Interest; Description of Collateral. Debtor hereby grants to Secured Party a security interest in the following property:

(A) All equipment and other property described in Exhibit A attached hereto, and all present and future accessions, attachments, and accessories thereto and substitutions and replacements therefor and proceeds thereof, including amounts payable under any insurance policy, but specifically excluding all other hereafter acquired personal property of Debtor (except for all accessions, attachments, accessories, substitutions, replacements, and proceeds as aforesaid) brought onto or upon Debtor's property commonly known as the Portsmouth Coke Plant. The equipment and other property subject to Secured Party's security interest pursuant

to this Subparagraph (A) is hereinafter sometimes referred to collectively as "Equipment Collateral."

(B) All contracts, leases, agreements, permits, plans, commitments, contract rights and other similar items acquired by Debtor from Secured Party under the Purchase Agreement ("Purchase Agreement") of even date by and among Secured Party, McLouth Steel Corporation ("McLouth"), and Debtor covering Debtor's purchase of certain property in Scioto County, Ohio, known as the Portsmouth Coke Plant and more particularly described in the Purchase Agreement, including without limitation all the items described in Exhibit B attached hereto.

All property subject to the security interest granted by Debtor to Secured Party hereunder is hereinafter collectively designated as "Collateral," and shall include without limitation any property described on any schedule now or hereafter made a part of this Security Agreement by agreement of the parties hereto.

2. What Obligations the Collateral Secures. The Collateral shall secure the full and timely payment and performance of the following obligations of Debtor and/or McLouth to Secured Party: (A) all amounts due or to become due under that certain promissory note ("Note") of even date in the

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principal amount of Five Million Dollars ($5,000,000), executed by Debtor pursuant to the Purchase Agreement and representing part of the purchase price of the Portsmouth Coke Plant; (B) all other obligations of Debtor arising under or identified in the Purchase Agreement, including without limitation all Debtor's obligations described in Section 5 of the Purchase Agreement and all Debtor's obligations under this Security Agreement and the Mortgage and the Joint Use Contracts of even date by and between Debtor and Secured Party, all more particularly described in the Purchase Agreement; (C) without limitation of the foregoing, all liabilities and obligations assumed by Debtor pursuant to section 4(A) of the Purchase Agreement and/or the Assumption Agreement of even date by and between Debtor and Secured Party, more particularly described in the Purchase Agreement; (D) all amounts due and to become due from Debtor and/or McLouth to Secured Party under the Coke Sale Agreement ("Coke Sale Agreement"), the Agreement of Transfer and Assumption of Union Plan Assets and Liabilities, and the Agreement of Transfer and Assumption of Salaried Plan Assets and Liabilities of even date by and among McLouth, Debtor, and Secured Party, all more particularly described in the Purchase Agreement; and (E) all expenditures by Secured Party for taxes, insurance, repairs to and maintenance, protection, and preservation of the Collateral and all costs,

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including attorney's fees and other legal expenses, incurred by Secured Party in curing any defaults and enforcing its rights under this Security Agreement. The Purchase Agreement, the Note, and the other agreements, liabilities, and obligations referred to in this Paragraph are hereinafter collectively referred to as the "Agreements".

3. Equipment Collateral to Remain Personal Property; Location of Collateral. The Equipment Collateral shall remain personal property and shall not become a part of any freehold, regardless of the manner of affixation. The Equipment Collateral shall, except when in use or consumed by Debtor in the ordinary course of business or under repair or in transit, be kept at Debtor's place of business at the Portsmouth Coke Plant, in Scioto County, Ohio; provided, however, that the Equipment Collateral or any part thereof may be kept on the premises of Ironton Coke Corporation in Ironton, Lawrence County, Ohio, so long as Ironton Coke Corporation is a wholly owned subsidiary of McLouth. Debtor will not remove any of the Equipment Collateral from such locations for any purpose other than repairs or transit between such locations without the prior written consent of Secured Party. The items of Collateral identified in Paragraph 1(B) hereof and all Debtor's records pertaining thereto shall be kept at such locations, or at such other locations as Debtor shall designate in a written notice to Secured Party.

4. Debtor's Warranties, Representations, and Covenants. Debtor warrants and represents that Debtor is justly indebted to Secured Party for the full amount of the principal and interest represented by the Note and is justly liable to Secured Party for the full and timely performance of all its several other obligations arising under or identified in the Agreements and this Security Agreement; and that all information supplied and statements made by Debtor in any financial, credit, or accounting statement prior to, contemporaneously with or subsequently to the execution of this Security Agreement are and shall be true, correct, complete, valid, and genuine.

Debtor covenants and agrees (a) to defend at Debtor's own cost any action, proceeding, or claim affecting the Collateral except to the extent that such action, proceeding or claim is based principally on alleged acts or omissions of Secured Party; (b) to pay reasonable attorney's fees and other expenses incurred by Secured Party in enforcing its rights after any Event of Default; (c) to pay promptly all taxes, assessments, license and other public or private charges when levied or assessed against the Collateral or the Note or this Security Agreement (and this obligation shall survive the termination of this Security Agreement); (d) that if a certificate of title be required or permitted by law with

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respect to any item of Equipment Collateral, Debtor shall obtain such certificate with respect to such item of equipment showing the security interest of Secured Party thereon; (e) to execute all financing statements and other documents that Secured Party reasonably deems necessary to perfect its security interest in the Collateral, and to do everything else necessary or expedient to preserve or perfect such security interest; (f) that Debtor will not misuse, fail to keep in good repair and operating condition, or secrete any of the Collateral, or, without the prior written consent of Secured Party, sell, lease, or otherwise encumber any of the Collateral except as expressly provided hereinbelow; (g) that the Collateral will not be used in violation of any applicable law or regulation or the terms of any insurance policy; provided, however, that this covenant shall not apply to current violations, if any; and (h) that Secured Party may, after giving at least twenty four (24) hours' prior oral or written notice to Debtor, enter upon Debtor's premises at any reasonable time to inspect the Collateral and Debtor's books and records pertaining to the Collateral, and Debtor shall assist Secured Party in making such inspection. Notwithstanding the foregoing covenants and agreements, Debtor may, without the prior written consent of Secured Party, (i) sell any item of Equipment Collateral and pay the gross

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proceeds of sale to Secured Party for credit against the indebtedness secured hereby, provided that at least ten (10) days prior to such sale, Debtor mails to Secured Party a written notice of the terms of such sale and a certificate of an officer of Debtor that such item of Equipment Collateral is not necessary to the operation of the Portsmouth Coke Plant; and (ii) sell any discrete item of Equipment Collateral having a replacement cost of less than twenty-five thousand dollars ($25,000), provided that such item is promptly replaced by an item of similar function and equal or better quality. Secured Party shall not unreasonably withhold its consent to Debtor's sale of any item of Equipment Collateral having a replacement cost of twenty-five thousand dollars ($25,000) or more, provided such item is promptly replaced by an item of similar function and equal or better quality. In no event shall Debtor grant, suffer, or permit any mortgage, security interest, or other lien with respect to the Collateral or any part thereof (including all present and future accessions, attachments, and accessories thereto and substitutions and replacements therefor and proceeds thereof) in favor of any entity other than Secured Party without the prior written consent of Secured Party unless Debtor, at its own expense, delivers to Secured Party an opinion of Ohio counsel reasonably satisfactory to Secured Party and in form and substance reasonably satisfactory to

Secured Party to the effect that such mortgage, security interest, or lien shall be subordinate to the security interest created hereunder in favor of Secured Party. In the event that any property now or hereafter attached or affixed to or comprising a part of the Collateral is separated and removed therefrom by an entity other than Secured Party pursuant to a mortgage, security interest, or lien, Debtor shall repair all damage resulting from such removal or shall reimburse Secured Party for the cost of such repairs.

Secured Party understands that Debtor may desire to finance new machinery, equipment, fixtures, and other improvements on or for use at the Portsmouth Coke Plant, and acknowledges that the security interest arising hereunder is not intended to encumber such new improvements (except for all accessions, attachments, accessories, substitutions, replacements, and proceeds as aforesaid) and accordingly agrees to subordinate the security interest arising hereunder to the lien securing the financing of such new improvements (except for all accessions, attachments, accessories, substitutions, replacements, and proceeds as aforesaid), provided such lien secures only indebtedness incurred to finance the cost of such new improvements (other than all accessions, attachments, accessories, substitutions, replacements, and proceeds as aforesaid) and provided the documentation evidencing the lien is in form reasonably satisfactory to Secured Party.

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5. Insurance and Risk of Loss. All risk of loss of, damage to or destruction of the Collateral shall at all times be on Debtor. Debtor will procure forthwith and maintain fire insurance with extended or combined additional coverage on the Equipment Collateral for the full insurable value thereof for the life of this Security Agreement plus such other insurance (including without limitation liability insurance) as Secured Party may reasonably specify from insurers satisfactory to Secured Party, and simultaneously with the execution of this Security Agreement, deliver each policy to Secured Party with a standard long form endorsement attached showing loss payable to Secured Party or assigns as their respective interests may appear. Each such policy shall provide that no cancellation therof shall be effective until at least thirty (30) days after the mailing of written notice of such cancellation to Secured Party. Secured Party's acceptance of policies in lesser amounts or risks shall not be a waiver of Debtor's foregoing obligation.

6. Events of Default. The following are Events of Default under this Security Agreement that will allow Secured Party to take such action under Paragraphs 7 and 8 hereof as it deems necessary:

(a) any of the money obligations of Debtor and/or McLouth to Secured Party arising hereunder or under the Agreements is not paid promptly when due or within any grace period expressly provided for in the applicable instrument or agreement;

(b) Debtor and/or McLouth breaches any warranty, representation, covenant, or other provision hereof or of the Agreements; such breach has an adverse effect on Secured Party and/or the Collateral; and Debtor and/or McLouth does not cure such breach with all due diligence;

(c) Debtor and/or McLouth becomes insolvent, fails generally to pay its debts as such debts become due, makes a general assignment for the benefit of its creditors, ceases to do business as a going concern, or commences proceedings to wind up its affairs or dissolve its corporate existence;

(d) it is determined that Debtor and/or McLouth has given Secured Party materially false information regarding its financial condition or any other representation made by Debtor and/or McLouth in connection with this Security Agreement or the Agreements is determined to be materially false or materially misleading;

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(e) any material part of the Collateral is lost or destroyed and not repaired or replaced by Debtor with all due diligence;

(f) any material part of the property of Debtor and/or McLouth is attached and such attachment is not dissolved within twenty (20) days thereafter;

(g) a court having jurisdiction in the premises in respect of Debtor and/or McLouth in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, enters an order or decree granting relief or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or any other similar official for Debtor and/or McLouth or for any substantial part of Debtor's and/or McLouth's property or ordering the winding up or liquidation of Debtor's and/or McLouth's affairs, and such decree or order continues unstayed and in effect for a period of sixty (60) consecutive days; or

(h) Debtor and/or McLouth commences a voluntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, or consents to the entry of an order in an involuntary

case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar official for Debtor and/or McLouth or of a substantial part of the property of Debtor and/or McLouth, or the taking of corporate action by Debtor and/or McLouth in furtherance of any of the foregoing.

7. Secured Party's Remedies Upon Default; Consent to Enter Premises. Upon the occurrence of an Event of Default and at any time thereafter, Secured Party shall have all the rights and remedies of a secured party under the Ohio Uniform Commercial Code and any other applicable laws, including the right to any deficiency remaining after disposition of the Collateral, for which deficiency Debtor agrees to remain fully liable. Debtor agrees that Secured Party, by itself or its agent, may, to the extent permitted by law, without notice to any person and without judicial process of any kind, enter into any premises or upon any land owned, leased, or otherwise under the real or apparent control of Debtor or any agent of Debtor where the Collateral may be or where Secured Party believes the Collateral may be, and disassemble, render unusable, repossess, and/or repair, preserve, and protect all or any item of the Collateral, disconnecting and separating any and all Collateral

from any other property and using all force necessary. Debtor expressly waives all further rights to possession of the Collateral after default and all claims for injuries suffered through or losses caused by such entering, repairing, preserving, protecting, and/or repossession. Secured Party may require Debtor to assemble the Collateral and return it to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties.

Secured Party will give Debtor reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale of the Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice will be met if such notice is mailed, postage prepaid, to Debtor c/o Chairman of the Board, McLouth Steel Corporation, 300 Livernois Avenue, Detroit, Michigan 48209 at least ten (10) days before the time of the sale or other disposition. Expenses of retaking, holding, preparing for sale, selling and the like shall include reasonable attorney's fees and other legal expenses. If Secured Party elects to take possession of and operate as mortgagee in possession or otherwise the real property comprised by the Portsmouth Coke Plant and subject to the Mortgage of even date by and between Debtor as mortgagor and Secured Party as mortgagee following Debtor's default under

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said Mortgage, Secured Party shall have the right to use or consume all or any part of the Collateral in the course of such operations. Debtor acknowledges that Secured Party's rights are cumulative and not alternative.

8. Secured Party's Right to Buy at Private Sale. In addition to the foregoing rights and any other rights accorded to Secured Party by applicable law following an Event of Default, Secured Party shall have the option to purchase all or any part of the Collateral at one or more private sales at a price or prices equivalent to the fair market value of the items of Collateral so purchased, as determined by Secured Party and Debtor or by an appraiser or appraisers acceptable to both Secured Party and Debtor. In the event that Secured Party elects to exercise its option under this Paragraph and Debtor and Secured Party fail to agree on a mutually acceptable appraiser or appraisers, each party shall, within five (5) days after the mailing of written notice from either party to the other, appoint an appraiser to determine the fair market value of such items of Collateral. Within ten (10) days after the appointment of said two appraisers, said two appraisers shall appoint a third appraiser in accordance with the rules of the American Arbitration Association. Within twenty (20) days after the appointment of the third appraiser, the appraisers shall by majority vote determine the fair market value of the

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items of Collateral that Cyclops shall have elected to purchase pursuant to this Paragraph. Said proceedings shall be conducted in accordance with the rules and regulations of the American Arbitration Association, and all proceedings shall be held in Scioto County, Ohio. In the event that Debtor fails to perform its obligations under this Paragraph, Secured Party may enforce its rights under this Paragraph by an action for specific performance in any court of competent jurisdiction, and may at its option petition such court for the appointment by the court of an appraiser or appraisers to determine the fair market value of the items of Collateral that Secured Party shall have elected to purchase pursuant to this Paragraph. Debtor shall be bound by and shall pay any deficiency established by a sale of Collateral pursuant to this Paragraph, and shall pay all appraisal costs incurred by any person pursuant to this Paragraph.

9. Waiver of Defaults; Agreement Inclusive. Secured Party may in its sole discretion waive a default, or cure, at Debtor's expense, a default. Any such waiver in a particular instance or of a particular default shall not be a waiver of other defaults or the same kind of default at another time. No modification or change in this Security Agreement shall bind Secured Party unless in writing signed by Secured Party. No oral agreement shall be binding.

10. Termination of Security Interest. The security interest created hereunder will terminate upon the last to occur of the following events: (A) all Debtor's money obligations under the Note are paid and discharged in full; (B) all McLouth's obligations to pay for the coke inventory purchased from Secured Party under the Coke Sale Agreement are paid and discharged in full; and (C) November 30, 1985, provided that Mortgagor and/or McLouth is not then in default under any of the Agreements.

11. Miscellaneous. Debtor waives all exemptions to the extent permitted by law. Secured Party may correct patent errors herein and fill in such blanks as serial numbers and the like. This Security Agreement has been entered into under and pursuant to the laws of the State of Ohio, and for all purposes shall be construed in accordance with said laws. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Debtor acknowledges receipt of a true copy and waives acceptance hereof. "Debtor" and "Secured Party" as

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used in this Security Agreement include the successors and assigns of those parties.

IN WITNESS WHEREOF Debtor and Secured Party have each caused this Agreement to be duly executed and delivered by its duly authorized officers in its name and on its behalf this ___ day of _____, 1980.

ATTEST: NEW BOSTON COKE CORPORATION

_____ By_____

Title_____ Title_____

ATTEST: CYCLOPS CORPORATION

_____ By_____

Title_____ Title_____

This instrument was prepared by George M. Cheever, Esquire of the firm of Kirkpatrick, Lockhart, Johnson & Hutchison, 1500 Oliver Building, Pittsburgh, Pennsylvania 15222.

AK000616

EXHIBIT A

This Exhibit, consisting of eight (8) sheets, is a part of a Security Agreement by and between New Boston Coke Corporation, 300 South Livernois Avenue, Detroit, Michigan 48209 as Debtor and Cyclops Corporation, 650 Washington Road, Pittsburgh, Pennsylvania 15228 as Secured Party.

One (1) Koppers battery of seventy (70) coke ovens and oven machinery, including coal handling, coke preparation and coke handling machinery and equipment, coke by-products plant and integral equipment located at such facilities.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 30984.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 32524.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 36801.

One (1) Hough front end loader, Model H25, Serial No. 207899.

AK000617

One (1) Walden front end loader, Model 5000, Serial No. 6144.

Construction-in-progress at the Portsmouth Coke Plant.

Substation No. 3 with one (1) General Electric 12,500 kilo-volt-ampere transformer, 34,500/11,000 kilovolts, Serial No. E691329 and one (1) General Electric 3,750 kilo-volt-ampere transformer, 11,000/2,300 kilovolts, Serial No. B311312.

Substation No. 4 with three (3) General Electric kilo-volt-ampere transformers, each 11,000/2,300 kilovolts, Serial Nos. B530717, B530718 and C864210; one (1) General Electric 300 kilo-volt-ampere transformer, 2,400/480 volts, Serial No. B335516 and one (1) General Electric 940 kilo-volt-ampere transformer, 2,400/222 volts, Serial No. D551746.

Substation No. 6 with one (1) General Electric 1,500 kilo-volt-ampere transformer, 2,400/480 volts, Serial No. E693078 and one (1) General Electric 658 kilo-volt-ampere transformer, 2,400/232 volts, Serial No. D575170.

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One (1) Babcock-Wilcox multi-fuel fired boiler, Model PFI, with super heat, economizer and soot blowers, Serial No. 142679.

One (1) Babcock-Wilcox multi-fuel fired boiler, Model PFI, with super heat, economizer and soot blowers, Serial No. 144134.

One (1) Graver water treatment plant, with 250,000 gallon storage tank for treated water.

One (1) Caterpillar front end loader (track type), Model No. 977L, Serial No. 14X1430.

One (1) Ball Bearing power hacksaw, Model No. 6A, (at position PH-2).

One (1) Armstrong Blum band saw (at position BS-2).

One (1) Simmons Machine Tool radial drill (at position RD-2).

One (1) Bridgeport grinder, identification no. WO-36UC2.

Miscellaneous machine shop tools purchased by Mortgagor from Mortgagee.

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One (1) Lincoln welder, Model No. 250-250, Serial No. AC 309129 (at forge shop).

One (1) Lincoln welder, Model No. 250-250, Serial No. AC 234940 (at forge shop).

One (1) Miller welder, Model No. SR300, Serial No. D3606 (at forge shop).

One (1) Rockwell (Delta Mil) saw, Serial No. MX2-4442 (at carpenter shop).

Miscellaneous metal shop tools purchased by Mortgagor from Mortgagee.

One (1) Toledo Beaver Tools pipe machine, Serial No. 702454 (at pipe shop).

One (1) jib crane, identification no. Clev-A2.

Miscellaneous electric shop tools purchased by Mortgagor from Mortgagee.

One (1) cut-off saw, Model No. 22A, Serial No. 22A160 (at pipe shop).

Two hundred (200) feet of one-inch (1") cast iron pipe.

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Two hundred (200) feet of two-inch (2") cast iron pipe.

Two hundred (200) feet of three-inch (3") cast iron pipe.

Two hundred (200) feet of four-inch (4") cast iron pipe.

Stainless steel and galvanized steel sheets (at tin shop).

Ninety-five (95) gallons of ore bridge paint (fifty (50) gallons of primer and forty-five (45) gallons of finish).

One (1) Morgan crane, 64 ft., -0- in. span.

One (1) drop table.

One (1) Cummins quench engine, Model No. H743B175, Serial No. 601547.

Minor tools.

One (1) Peerless pump, Serial No. 134981 (at position 1).

One (1) Peerless pump, Serial No. 134980 (at position 3).

AK000621

One (1) American diesel electric locomotive crane, Model No. 840, Serial No. 2661.

One (1) American diesel electric locomotive crane, Model No. 840, Serial No. 2029.

One (1) General Electric locomotive engine, Serial No. 31275.

One (1) Fort Acme work boat (Serial No. 1167) with power unit (Evinrude outboard engine, Serial No. 00004802.

One (1) Lincoln portable welder, 400 amperes, Model No. SAM 400-2056, Serial No. 726892.

One (1) Worthington portable air compressor, Model No. 1940, Serial No. 808C-160.

One (1) International backhoe, Model No. 3400D, Serial No. 0658.

One (1) Towmotor forklift, Model No. V60B, Serial No. 83M300.

One (1) Caterpillar front end loader (rubber tires), Model No. 980B, Serial 89P4092.

One (1) Ford pick-up truck, Model No. F100, Serial No. F10BNEA1371.

AK000622

One (1) Chevrolet mobile welding truck, Model No. C531003, Serial No. CS3301105220, with Lincoln welder, Model No. SAE-400-F-245

One (1) Ford dump truck, Model 615E, Serial No. F61EVAG2496.

One (1) GMC dumpster, Model No. GMC8500A-478, Serial No. HM80AD066051.

One (1) clamshell bucket for locomotive crane.

One (1) General Electric locomotive engine, Serial No. 31271.

One (1) telescoping gas holder, 145 ft. diameter, height 35 ft. to 180 ft.

Four (4) dump boxes for GMC dumpster.

Fifty (50) pieces of 100 lb. rail, 39 ft. length.

Eighteen (18) pieces of 132 lb. rail, 60 ft. length.

Eight hundred twenty-five (825) pieces of 132 lb. railroad plates.

AK000623

Two thousand five hundred (2,500) pieces of 100 lb. railroad plates.

Seventy-five (75) pair of 132 lb. railroad angle bars.

Seventy (70) pair of 100 lb. railroad angle bars.

Four hundred twenty-two (422) railroad ties, lengths 8 ft. - 6 in. to 12 ft.

Pathon cylinder for door machine

Cage bars for Williamson hammer mill

Thrash pump for pollution - coke conveyor

Pump rotor for by-products plant

Repair clamps for service water liens

Screw spikes for pushing machine tracks

Compressor for exhauster equipment

AK000624

EXHIBIT B

This Exhibit, comprising 6 pages, is a part of the Security Agreement by and between Cyclops Corporation, 650 Washington Road, Pittsburgh, Pennsylvania 15228 as secured party and New Boston Coke Corporation, 300 South Livernois Avenue, Detroit, Michigan 48209 as debtor.

CONTRACTS OF SALE/PURCHASE -- MATERIALS

1. Agreement, as amended, between Detroit Steel Corporation and Ashland Oil and Refining Company for sale of light oil, dated January 4, 1962.

2. Agreement between Empire-Detroit Steel Division of Cyclops Corporation and Allied Chemical Corporation for sale of crude coke oven tar, dated October 11, 1979.

3. Purchase orders for undelivered items set forth below:

Winton cage bars for Williamson Hammer mill (Purchase Order No. 81499, dated April 3, 1980)	$4,632
Harbison-Walker coke oven brick for oven doors (Purchase Order No. 81593, dated May 1, 1980)	12,353

Koppers links and clevis for door machine (Purchase Order No. 81761, dated August 4, 1980)	1,207
Koppers bushings and clevis for larry car jumper pipe (Purchase Order No. 81762, dated August 4, 1980)	1,024
Koppers jumper pipe assembly for larry car (Purchase Order No. 81779, dated September 8, 1980)	3,470
Total	$22,686

CONTRACTS FOR UTILITY SERVICE

1. Agreements between Empire-Detroit Steel Division of Cyclops Corporation and Ohio Power Company for provision of electrical power to substations Nos. 2 and 3 (for less than one year from May 30, 1980), undated.

2. Agreement between Empire-Detroit Steel Division of Cyclops Corporation and Columbia Gas of Ohio, Inc., for provision of natural gas service, dated October 28, 1975.

3. Agreement between Detroit Steel Corporation and The City of Portsmouth, Ohio for provision of water service, dated July 1, 1970.

AK000626

PERMITS AND LICENSES

Environmental

1. Permits issued by Ohio Environmental Protection Agency for the Empire-Detroit Steel Division of Detroit Steel Corporation/Cyclops Corporation to operate air contaminant sources;

   a. coke ovens/by-products, Application No. 0773010004P01, issued December 22, 1978, expiring December 22, 1981;

   b. boiler No. 1 (Babcock-Wilcox) at boiler house No. 7, Application No. 0773010004B008, issued June 6, 1980, expiring June 6, 1983;

   c. boiler No. 2 (Babcock-Wilcox) at boiler house No. 7, Application No. 0773010004B009, issued June 6, 1980, expiring June 6, 1983;

2. Permits issued by Ohio Environmental Protection Agency for Empire-Detroit Steel Division of Cyclops Corporation, No. D012*AD (amended to No. D012*BD) for discharges through Outfall Nos. 001, 002, 003 and 004.

AK000627

Atomic Materials

1. Materials License No. 34-10533-01 issued January 23, 1979, by the United States Nuclear Regulatory Commission to Empire-Detroit Steel Division of Cyclops Corporation for use of Cesium 137 in coke oven machinery interlocking device, expiring July 31, 1984.

EASEMENTS AND RIGHTS-OF-WAY

1. Easement from The City of Portsmouth, Ohio to Empire-Detroit Steel Division of Cyclops Corporation to construct a tar loading facility, dated July 26, 1976.

2. Agreement between Detroit Steel Corporation and The Baltimore and Ohio Railroad Company for description of common boundary line, quitclaim conveyance of certain premises to the railroad, a reservation of rights regarding an underpass and drain, electric power lines and other lines, a 20-inch water main and valve pits, pit containing valves, screens and other facilities, the "Old Munn's Run Culvert" and a water main, and other facilities, dated November 9, 1964.

3. Easements reserved and retained by Cyclops Corporation in deed to New Boston Coke Corporation, dated of even date

AK000628

with the Purchase Agreement, the descriptions of which are set forth on Exhibit M to the Purchase Agreement.

Radio Transmitters

1. Authorization of Federal Communications Commission (File No. 13713-1X-57) to Empire-Detroit Steel Division of Cyclops Corporation to operate radio transmitter in mobile units, expiring July 1 1982 (for frequency 153.155).

2. Authorization of Federal Communications Commission (File No. 2684-1B-108) to Empire-Detroit Steel Division of Cyclops Corporation to operate radio transmitters in mobile units, expiring November 15, 1982 (for frequencies 468.2125, 468.3135 and 468.3625).

LEASES

1. Lease from The City of Portsmouth, Ohio to Empire-Detroit Steel Division of Cyclops Corporation for .368 acres near municipal water filtration plant, dated December 29, 1971.

2. Sublease from Empire-Detroit Steel Division of Cyclops Corporation to The Baltimore and Ohio Railway Company of 29 sq. ft. near municipal water filtration plant, dated October 31, 1971.

AK000629

SETTLEMENT AGREEMENTS

1. Stipulation and Settlement Agreement in Marshall v. Empire-Detroit Steel Corporation., (approved by order dated February 21, 1980), at Docket No. 78-3789 of the Occupational Safety and Health Review Commission for, among other things, electrical wiring in coal handling building.

AK000630

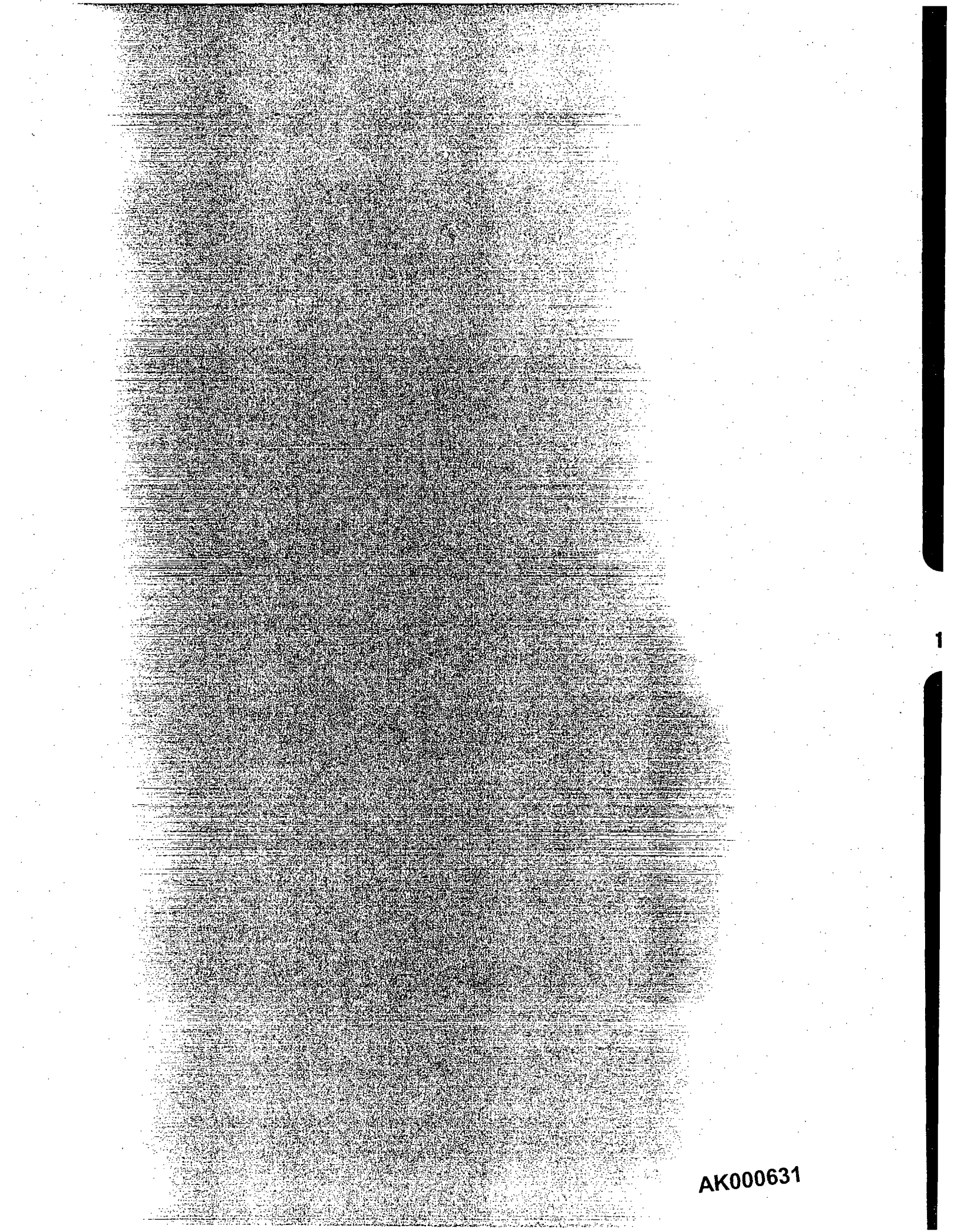

EXHIBIT G

Pathon cylinder for door machine -- pipe shop	$1,802
Cage bars for Williamson hammer mill -- storeroom	3,234
Thrash pump for pollution - coke conveyor -- pipe shop	4,865
Pump rotor for by-products plant -- pipe shop	3,840
Repair clamps for service water lines -- pipe shop	3,710
Screw spikes for pushing machine tracks -- pipe shop	287
Compressor parts for exhauster equipment -- mechanic's office	344
Total	$18,082

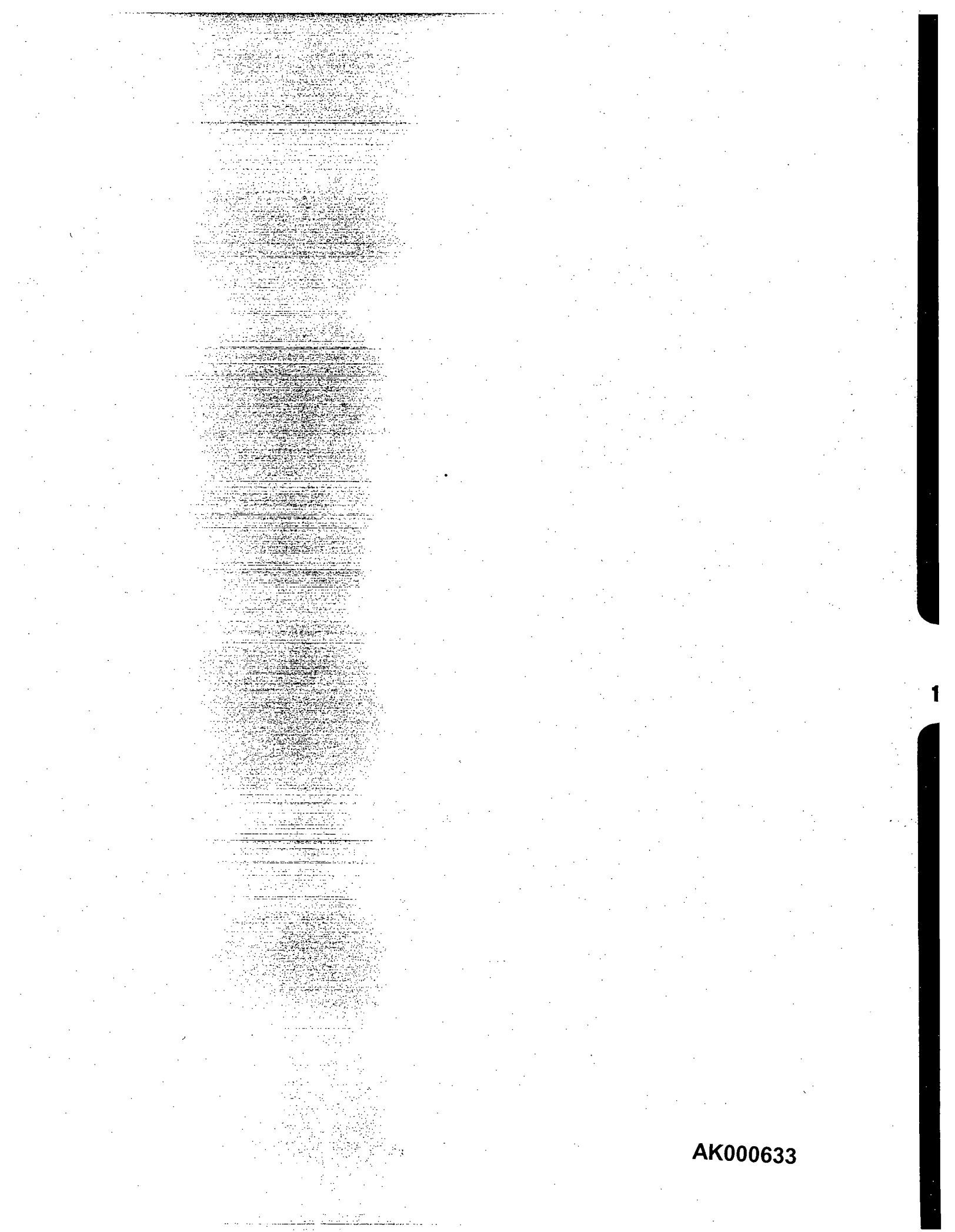

Exhibit H

The following is a preliminary list as of November 14, 1980. Cyclops, McLouth and Purchaser agree that this list will be updated to reflect vacancies occuring and filled as well as substitutions made to and including the closing date.

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

EXCLUDED FORCES

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
D. S. Gregg	10-16-26	54	1-16-65	15	10
F. P. Iovino	8-11-21	59	10-01-65	15	1
C. E. Darnell	11-28-37	43	2-06-56	24	9
J. A. Bradshaw	4-24-33	48	4-25-55	25	7
C. J. Cronin	2-06-37	44	5-09-59	21	6
G. J. Day	11-16-27	53	2-13-62	18	9
R. E. Yinger	10-17-37	43	1-17-65	15	10
L. E. Wilson	12-27-31	49	1-24-51	29	10
C. Wright	12-12-32	48	11-09-59	21	0
C. W. Phipps	11-13-25	55	3-16-65	15	8
W. Vanderpool	2-01-35	46	4-22-55	25	7
D. L. Ferrell	2-13-37	44	2-06-62	18	9
E. J. Price	11-17-25	55	10-25-65	15	1
W. J. Price	1-24-22	59	5-06-68	12	6
G. Ruby	3-18-40	41	8-24-67	13	3
M. W. Atkins	9-09-52	28	2-02-73	7	9
R. E. Hollis	4-06-38	43	5-15-59	21	6
S. E. Sexton	10-15-29	51	4-17-55	25	7
C. E. Elrod	2-06-26	55	4-12-45	35	7
D. J. Figlestahler	9-28-49	31	5-14-69	11	6
J. L. Wells	4-09-50	31	5-12-73	7	6
E. J. Maynard	7-17-33	47	3-24-55	25	8
G. L. O'Neal	9-25-41	39	3-29-65	15	8
A. R. Varhola	6-26-24	56	1-17-55	25	10
S. B. Goodson	2-16-48	33	6-11-73	7	5
D. L. Grashel	6-20-37	43	6-01-59	21	5
D. B. McGlone	11-26-36	44	9-03-63	17	2
J. L. McGlone	10-31-36	44	7-08-68	12	4

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

CLERICAL

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
C. Cartwright	9-20-25	55	6-09-44	36	5
R. Simon	7-26-22	58	8-17-44	36	3
A. L. Johnson	7-28-26	54	10-02-44	36	1
R. E. Stephenson	7-04-24	56	10-18-44	36	1
J. B. Jarrells	7-03-26	54	7-23-45	35	4
*J. D. Gambill	9-10-23	57	6-19-48	32	5

*Nurse

AK000636

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

PRODUCTION AND MAINTENANCE FORCES

COKE OVENS

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
T. K. Stanley	5-22-24	56	7-22-48	32	4
R. H. Gilliland	9-08-33	47	5-07-53	27	6
V. E. Coldiron	2-25-24	57	1-27-56	24	10
R. D. Raynard	11-18-35	45	1-25-56	24	10
E. L. Skaggs	2-24-25	56	8-03-44	36	3
W. E. Price	11-17-31	49	8-12-55	25	3
S. T. Dillow	8-16-35	45	8-12-55	25	3
R. D. Murphy	12-22-36	44	11-16-55	25	0
C. F. Wells	5-21-31	49	5-11-59	21	6
D. Davis	12-01-38	42	2-09-62	18	9
R. D. Jones	1-07-39	42	2-13-62	18	9
R. W. Southworth	7-24-42	38	1-25-65	15	10
D. R. Tucker	12-19-46	34	2-21-65	15	9
W. J. Baldridge	11-30-25	55	2-25-56	24	9
J. L. Baldridge	4-05-35	46	11-05-59	21	0
D. D. Lewis	1-02-43	38	7-12-66	14	4
G. W. Walters	12-13-42	38	7-19-66	14	4
I. R. Ward	10-12-28	52	2-19-56	24	9
G. R. Jones	8-05-39	41	2-10-65	15	9
A. W. Bussler	8-11-38	42	9-21-66	14	2
C. P. Gable	9-01-37	43	9-05-67	13	2
J. L. Gambill	7-08-46	34	4-15-68	12	7
P. S. Hoffer	7-22-32	48	3-25-68	12	8
P. D. Fitzpatrick	12-02-43	37	1-22-68	12	10
R. D. Walker	9-03-46	34	10-03-67	13	1
H. L. Artrip	2-02-47	34	5-02-69	21	6
R. L. Queen	6-12-34	46	3-08-55	25	8
C. Allen	4-12-25	56	3-21-45	35	8
B. J. Wallace,Jr.	10-13-27	53	5-01-55	25	6
R. L. Jackson	6-11-32	48	6-29-55	25	5
E. S. Lewis	2-14-32	49	2-06-56	24	9
W. D. Alley	10-01-45	35	9-19-64	16	2
J. L. Albrecht	6-02-39	41	1-10-65	15	10
D. A. Payton	2-09-44	37	9-05-67	13	2
K. G. Williams	6-28-45	35	1-20-68	12	10
H. L. Coldiron	6-04-58	32	3-08-69	11	8
D. G. Hart	8-07-39	41	9-26-69	11	2
J. A. Egerton	3-25-50	31	9-30-69	11	2
G. H. Madden	1-12-35	46	4-09-55	25	7
D. D. Martin	4-18-41	40	8-09-65	15	3
J. R. Cooper	3-28-35	46	5-08-55	25	6
M. W. Lutz	7-31-30	50	2-15-55	25	9

Production and Maintenance Forces
Coke Ovens (Cont.)

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
J. R. Sowards	7-24-27	53	8-06-45	35	3
R. L. Moore	2-03-32	49	4-10-55	25	7
R. P. Scott	3-17-31	50	4-26-55	25	7
C. L. Dever	8-16-36	44	4-24-55	25	7
J. M. Stidham	7-22-34	46	5-01-55	25	6
R. E. Cottle	9-23-37	43	11-14-59	21	0
BY-PRODUCTS					
S. D. Davis	7-10-42	38	10-03-67	13	1
L. A. Horner	6-02-38	42	3-23-68	12	8
H. G. Hammond	8-29-47	33	3-10-69	11	8
R. H. Myers	10-17-34	46	4-30-69	11	7
W. R. Workman	5-11-43	38	9-20-69	11	2
C. Ferguson	2-23-24	57	3-17-56	24	8
M. R. Brown	12-04-34	46	4-06-55	25	7
R. K. Wright	2-18-44	37	1-09-68	12	10
T. R. Tarr	1-15-48	33	4-30-69	11	7
L. D. Kayser	8-21-53	27	3-31-73	7	8
D. G. Phipps	8-15-51	29	2-24-73	7	9
H. L. Adkins	2-22-24	57	7-19-48	32	4
C. W. Crabtree	9-08-34	46	2-15-55	25	9
C. M. McWharter	1-23-34	48	4-10-55	25	7
COAL HANDLING					
R. W. Dalton	7-20-43	37	9-17-64	16	2
J. C. Ward	4-21-36	45	8-01-67	13	3
T. D. Preast	4-06-37	44	2-25-56	24	9
J. R. Oiler	10-17-35	45	9-05-67	13	2
D. P. Richards	8-16-44	36	3-25-69	11	8
B. Cantrell	8-31-34	46	7-25-53	27	4
H. G. Alcorn	1-01-35	46	1-21-56	24	10
J. D. Caldwell	5-09-44	37	9-18-64	16	2
B. L. Jarvis	6-03-35	45	2-24-55	25	9
L. J. Gambill	5-04-47	34	3-10-69	11	8
J. R. Webb	2-02-30	51	7-13-55	25	4
J. W. McClure	3-04-21	60	7-30-53	27	4
COKE HANDLING					
M. E. Cole	9-14-36	44	3-17-55	25	8
W. M. White	9-16-23	57	1-20-56	24	10
R. S. Schaefer	2-11-43	38	9-10-64	16	2
R. W. Dunham, Jr.	10-28-42	38	1-04-65	15	10
D. Farmer	5-11-40	41	1-10-65	15	10

Production and Maintenance Forces
Coke Handling (Contl)

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
V. E. Munn	4-15-35	46	2-14-56	24	9
A. W. Triplett	8-22-29	51	5-11-59	21	6
D. C. Jarvis	11-12-28	52	5-12-59	21	6
H. D. Campbell	10-12-40	40	9-22-66	14	2
C. M. Johnson	1-10-48	33	4-23-69	11	7
C. D. Bramblett	5-21-48	32	9-06-69	11	2
J. L. Moore	1-14-26	55	4-08-55	25	7
R. J. Flannery	12-31-45	35	8-03-65	15	3
J. E. Hurn, Jr.	2-02-47	34	4-01-68	12	7
COKE LABOR					
W. H. Hall	10-19-31	49	1-15-65	15	10
G. W. Gilley	9-24-49	31	5-05-69	11	6
D. E. Bays	6-28-53	27	2-24-73	7	9
D. C. Wagner	8-31-28	52	3-22-73	7	8
R. W. Buffinger	8-17-49	31	4-13-73	7	7
H. A. Wise, Jr.	7-01-50	30	6-12-73	7	5
J. D. Kaut	4-20-50	31	6-20-73	7	5
C. E. Messer,II	12-22-53	27	7-14-73	7	4
COKE GENERAL					
P. Slone	7-12-41	39	2-24-73	7	9

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

PRODUCTION AND MAINTENANCE FORCES

MECHANICAL DEPARTMENT

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
C. N. Quillen	2-09-21	60	1-19-42	38	10
E. O. Gibbins	11-19-21	59	7-16-42	38	4
R. Hamilton	10-31-20	60	7-15-42	38	4
H. C. Tipton	11-23-24	56	5-03-45	35	6
V. C. Lyon	2-27-24	57	6-16-44	36	5
C. E. Call	8-07-19	61	8-24-42	38	3
R. D. Sparks	6-29-21	59	1-06-46	34	10
V. P. Travis	9-22-19	61	12-24-47	32	11
E. E. Danes	3-12-21	60	7-17-46	34	4
C. Duncan, Jr.	4-30-25	56	7-08-48	32	4
R. M. Howard	5-02-21	60	2-05-45	35	9
J. W. Dalton	6-07-23	57	4-18-55	25	7
J. E. Besco	7-17-21	59	3-07-55	25	8
R. D. Whisman	8-23-31	49	4-04-55	25	7
J. C. Johnson	10-01-25	55	4-13-55	25	7
W. H. Lodwick	12-27-26	54	4-26-55	25	7
R. R. Rice	11-17-36	44	2-24-55	25	9
W. E. Rollins, Jr.	2-26-26	55	4-13-55	25	7
D. L. Moon	8-30-20	60	5-02-55	25	6
M. E. Trent	4-04-27	54	5-02-55	25	6
P. E. Sexton	2-18-35	46	3-05-55	25	8
B. O. Ricks	2-28-29	52	8-03-53	27	3
D. L. Jewell	7-24-36	44	2-24-55	25	9
R. Hall	1-28-31	50	3-05-55	25	8
J. Crabtree	9-15-30	50	7-31-53	27	3
L. O. Wright	9-29-34	46	4-08-55	25	7
L. Barrett	11-20-30	50	2-24-55	25	9
J. M. Turner	12-14-28	52	3-17-55	25	8
R. L. Bradley	6-24-30	50	4-06-55	25	7
C. E. Dunn	8-23-35	45	4-11-55	25	7
A. E. McFann	9-29-32	48	3-08-55	25	8
F. D. Riggs	6-19-24	56	3-22-55	25	8
W. W. Williams	4-01-34	47	3-31-55	25	8
R. Reed	11-10-30	50	4-11-55	25	7
F. E. Allen	3-16-34	47	4-08-55	25	7
H. L. Gray	8-29-21	59	4-25-55	25	7
C. O'Bannion	4-23-25	56	4-25-55	25	7
D. Pierce, Jr.	11-14-36	44	3-24-55	25	8

Mechanical Department (Cont.)

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
R. H. Chandler	8-25-34	46	4-09-55	25	7
R. Hill, Jr.	4-02-35	46	6-09-55	25	5
J. R. Hall	9-08-26	54	4-07-55	25	7
W. B. Blevings	4-30-36	45	4-13-55	25	7
W. O. Logan	5-14-36	45	4-13-55	25	7
R. L. Penn	3-08-29	52	4-23-55	25	7
C. D. Jones	3-31-24	57	8-24-55	25	3
R. T. Taylor	6-26-26	54	7-29-55	25	4
R. E. Willard	9-25-34	46	5-08-55	25	6
L. A. O'Dell	3-30-37	44	6-10-55	25	5
F. E. Adams	4-07-19	62	1-24-61	19	10
J. A. Arthur	1-29-22	59	1-16-62	18	10
H. D. Williams	6-30-30	50	1-28-63	17	10
H. R. Bailey, Jr.	5-19-33	47	8-26-63	17	3
G. R. Gullion, Jr.	9-04-36	44	3-15-62	18	8
D. L. Ramsey	11-13-30	50	2-05-68	12	9
K. R. Gunter	8-17-29	51	2-18-68	12	9
B. Goble, Jr.	12-31-39	41	8-12-68	12	3
H. E. Gibson	4-06-21	60	10-21-68	12	1
L. J. Gates	1-03-39	42	2-26-69	11	9
H. L. Profitt	2-08-38	43	7-22-69	11	4
R. Veach	5-01-36	45	10-10-55	25	1
E. Burton	5-17-25	55	3-08-63	17	8
C. W. Rose	7-29-35	45	3-18-55	25	8

ELECTRICAL DEPARTMENT

J. R. Blankenbeckley	12-29-26	54	1-03-45	35	10
G. A. Castle	1-14-22	60	12-19-45	34	11
P. D. Adams	10-01-23	57	7-14-42	38	4
J. Whitt, Jr.	8-26-26	54	6-30-45	35	5
C. R. Briggs	9-16-22	58	7-05-48	32	4
R. Nichols, Jr.	12-20-21	59	1-14-49	31	10
L. Justice, Jr.	5-19-21	59	1-25-43	37	10
R. E. Johnson	6-02-25	55	11-22-43	37	0
I. R. Parker	11-17-17	63	8-25-42	38	3
P. Dingus	3-28-24	57	3-24-43	37	8
A. C. Cropper	9-07-22	58	1-31-55	25	10
M. H. McHenry	4-15-29	52	2-02-55	25	9
G. E. Gilpin	10-05-25	55	4-16-44	36	7
C. E. Jarrells	2-11-21	60	1-16-45	35	10
J. F. Eichenlaub	3-15-27	54	3-30-45	35	8
R. L. Kammer	7-08-27	53	7-11-45	35	4
O. J. Smith	2-22-23	58	7-17-45	35	4
C. D. Marsh	2-22-23	58	1-28-55	25	10

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

PRODUCTION AND MAINTENANCE FORCES

YARD AND TRANSPORTATION

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
E. L. Fultz	3-07-21	60	3-26-43	37	8
W. L. Billings	1-01-26	55	5-10-44	36	6
R. J. Clark	1-14-22	59	6-28-44	36	5
R. Virginia	8-18-26	54	11-03-44	36	0
L. Chochard	4-04-21	60	12-26-44	35	11
O. E. Lavender	7-15-26	54	12-28-44	35	11
D. E. Gifford	2-11-27	54	3-27-45	35	8
T. E. Newsome	7-14-26	54	8-26-44	36	3
W. T. Gose	5-02-19	62	11-17-43	37	0
J. J. Koch	4-24-26	55	5-14-44	36	6
C. H. Blevins	4-16-26	55	5-13-44	36	6
R. Huffman	9-08-33	47	4-24-55	25	7
K. E. Ellifritt	12-23-33	47	12-11-55	24	11
P. Compton, Jr.	9-05-36	44	1-27-56	24	10
R. R. Bennington	9-18-37	43	5-13-59	21	6
A. R. Barker	6-28-38	42	1-13-60	20	10
P. R. Eckhart	6-14-31	49	1-25-62	18	10
J. P. Rapp	1-13-29	52	1-26-62	18	10
A. E. Diles	12-22-37	43	2-09-62	18	9
W. R. Hamilton	3-06-38	43	2-09-62	18	9
D. Bradley	8-28-40	40	6-10-59	21	5
D. H. Holbrook	7-24-34	46	1-12-60	20	10
B. Miller	10-17-35	45	9-17-64	16	2
T. T. Smith, Jr.	2-11-40	41	9-27-64	16	2
R. E. Dials	1-31-38	43	1-05-65	15	10
R. W. Pritchett	5-15-44	36	1-12-65	15	10
P. R. Fultz	8-01-44	37	1-13-65	15	10
P. A. Osborne	6-12-43	37	1-27-65	15	10
D. L. Parker	10-23-44	36	2-08-65	15	9
G. E. Miracle	11-25-32	48	2-12-65	15	9
G. E. Norman	11-04-39	41	3-18-65	15	8

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

PRODUCTION AND MAINTENANCE FORCES

BRICKMASON

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
C. McLaughlin	5-07-20	61	2-13-42	38	9
W. W. Williams	4-07-20	61	7-14-42	38	4

COMBUSTION CONTROL

L. A. Daugherty	8-08-24	56	4-21-53	27	7

GENERAL WORKS

W. A. Miller	1-30-37	44	7-31-67	13	4

UNASSIGNED LABOR

J. G. LeBrun	10-26-22	58	6-19-42	38	5
H. W. Hughes	4-07-20	60	8-21-42	38	3
W. Howell	6-22-17	63	1-25-43	37	10
J. O. Wright	3-14-20	61	4-12-43	37	7
E. Burnheimer	12-10-24	56	8-09-44	36	3
C. Thacker	5-03-21	59	8-09-44	36	3
R. Lowe	7-22-21	59	8-15-44	36	3
C. Loper	3-02-25	56	12-05-44	35	11
P. Reed	7-25-25	55	1-03-45	35	10

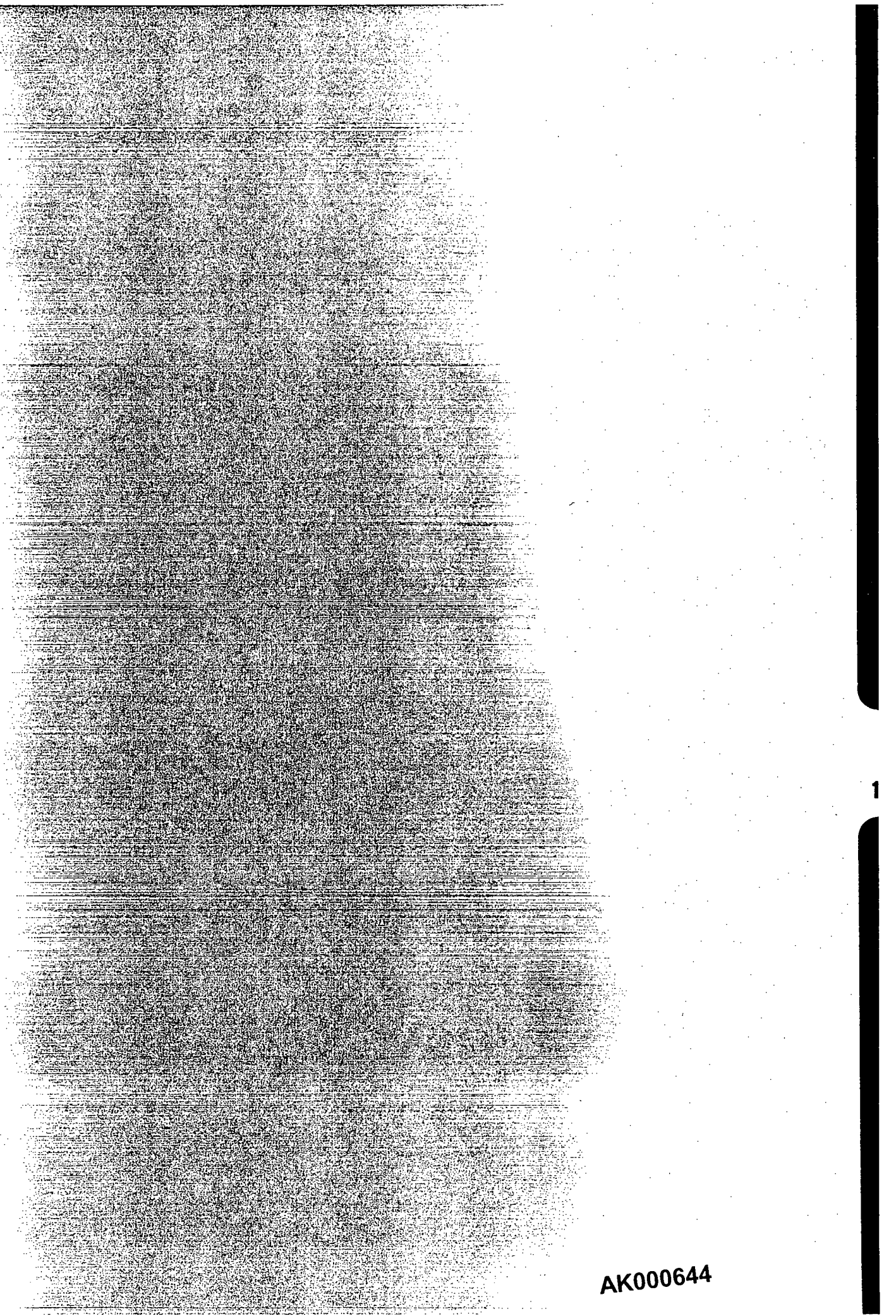

EXHIBIT I-1

AGREEMENT OF TRANSFER AND ASSUMPTION
OF UNION PLAN ASSETS AND LIABILITIES

THIS AGREEMENT, dated as of _____, 1980, by and among NEW BOSTON COKE CORPORATION ("New Boston") (formerly called Portsmouth Coke Corporation), an Ohio corporation having its chief executive offices at 300 South Livernois Avenue, Detroit, Michigan 48209, McLOUTH STEEL CORPORATION ("McLouth"), a Michigan Corporation having its chief executive offices at 300 South Livernois Avenue, Detroit, Michigan 48209, and CYCLOPS CORPORATION ("Cyclops"), a Pennsylvania corporation having its chief executive offices at Washington Road, Pittsburgh, Pennsylvania 15228

WITNESSETH

WHEREAS, Cyclops has heretofore adopted the Pension Plan for Bargaining Group Hourly Employees of the Portsmouth Plant of Empire-Detroit Steel Corporation of Cyclops Corporation ("Cyclops Plan") for the exclusive benefit of its eligible bargaining group hourly employees at the Portsmouth, Ohio Plant of Empire-Detroit Steel Division, including the hourly employees of the Coke Plant ("Coke Plant") the terms of which as in effect on the date of execution hereof are incorporated herein by reference; and

WHEREAS, the Cyclops Plan is funded through an Agreement of Trust between Cyclops and the Manufacturers National Bank of Detroit, as Trustee; and

WHEREAS, the Cyclops Plan is a qualified plan under Section 401 of the Internal Revenue Code ("Code") and the Trust

established thereunder is an exempt trust under Section 501 of the Code; and

WHEREAS, New Boston has on this date purchased the assets of the Coke Plant from Cyclops and, as part of such purchase, has employed substantially all the former hourly Coke Plant employees of Cyclops; and

WHEREAS, New Boston has agreed to assume all the accrued (vested and unvested) pension liabilities of said hourly employees as calculated under the terms of the Cyclops Plan as of the date of execution hereof; and

WHEREAS, New Boston has established the New Boston Coke Corporation Pension Plan for Hourly Employees ("New Boston Plan") for the exclusive benefit of its eligible hourly employees in a form which provides substantially the same pension benefits as provided in the Cyclops Plan and which grants full credit for said employees' service with Cyclops; and

WHEREAS, Cyclops has agreed to transfer to the Trustee of the New Boston Plan the assets of the Cyclops Plan held by the Trustee of the Cyclops Plan properly allocated to the transferred liabilities in a manner which complies with Section 414(l) of the Code and Section 4004 of the Employee Retirement Income Security Act ("ERISA"); and

WHEREAS, the New Boston Plan is funded through an Agreement of Trust between New Boston and _____ as Trustee; and

AK000646

WHEREAS, the New Boston Plan is intended to be a qualified plan under Section 401 of the Code and the Trust established thereunder is intended to be an exempt trust under Section 501 of the Code; and

WHEREAS, New Boston has agreed to assume and make, and McLouth has agreed to guarantee, all further contributions to the New Boston Plan with respect to the transferred liabilities in such amounts as to satisfy the minimum funding standards of Section 412 of the Code; and

WHEREAS, Cyclops on October 28, 1980 filed IRS Form 5310 with the Key District Director of Internal Revenue at Baltimore, Maryland with respect to the transfer of the said assets and liabilities.

NOW, THEREFORE, in consideration of the premises, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Cyclops hereby assigns and transfers to New Boston, and New Boston hereby accepts and assumes, the entire vested and unvested pension liabilities accrued to the date hereof under all the applicable terms of the Cyclops Plan for those hourly employees of the Coke Plant who are named in Schedule (1) attached hereto.

2. The parties agree that the sum of $327,491 represents the fair market value of all the assets of the Cyclops Plan which are allocable under Section 4044(a) of ERISA to the liabilities transferred under paragraph 1.

AK000647

3. Cyclops shall direct the Trustee of the Cyclops Plan to transfer and pay over to the Trustee of the New Boston Plan the sum of $327,491, plus interest thereon from the date of execution hereof at the rate of 8% per annum, in cash or cash equivalent, on November 28, 1980, or as soon thereafter as permitted by law.

4. New Boston hereby assumes and covenants to make all future employer contributions to the Trustee of the New Boston Plan with respect to the liabilities transferred under paragraph 1 necessary to meet the minimum funding standards of Section 412 of the Code.

5. McLouth hereby unconditionally guarantees the obligations of New Boston under paragraph 4.

6. New Boston and McLouth hereby agree to indemnify, protect and save harmless Cyclops from and against any liability or payment to any participant, union, governmental agency or any other person, arising out of the liabilities transferred under paragraph 1 or a breach of the covenants contained in paragraph 4.

7. Cyclops hereby agrees to indemnify, protect and save harmless New Boston and McLouth from and against any liability arising out of (i) Cyclops' breach of any covenant or agreement against transfer of the funds described in paragraph 3, and (ii) any irregularity in the transfer of said funds by the Trustee under paragraph 3.

AK000648

8. This Agreement shall not be assigned by New Boston or McLouth without the prior written consent of Cyclops, which consent will not unreasonably be withheld.

9. This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties.

IN WITNESS WHEREOF, each of Cyclops, New Boston, and McLouth has caused this Agreement to be duly executed, sealed and delivered in its name and on its behalf, all as of the day and year first above written.

(Corporate Seal) CYCLOPS CORPORATION

Attest:

_____ By _____
Secretary

(Corporate Seal) NEW BOSTON COKE CORPORATION

Attest:

_____ By Donald A. L
Secretary President

(Corporate Seal) McLOUTH STEEL CORPORATION

Attest:

_____ By _____
Secretary President

AK000649

Schedule 1

The following is a preliminary list as of November 14, 1980. Cyclops, McLouth and New Boston agree that this list will be updated to reflect vacancies occuring and filled as well as substitutions made to and including the execution date of the attached Agreement.

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

CLERICAL

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
C. Cartwright	9-20-25	55	6-09-44	36	5
R. Simon	7-26-22	58	8-17-44	36	3
A. L. Johnson	7-28-26	54	10-02-44	36	1
R. E. Stephenson	7-04-24	56	10-18-44	36	1
J. B. Jarrells	7-03-26	54	7-23-45	35	4
*J. D. Gambill	9-10-23	57	6-19-48	32	5

*Nurse

Schedule (1)

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

PRODUCTION AND MAINTENANCE FORCES

COKE OVENS

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
T. K. Stanley	5-22-24	56	7-22-48	32	4
R. H. Gilliland	9-08-33	47	5-07-53	27	6
V. E. Coldiron	2-25-24	57	1-27-56	24	10
R. D. Raynard	11-18-35	45	1-25-56	24	10
E. L. Skaggs	2-24-25	56	8-03-44	36	3
W. E. Price	11-17-31	49	8-12-55	25	3
S. T. Dillow	8-16-35	45	8-12-55	25	3
R. D. Murphy	12-22-36	44	11-16-55	25	0
C. F. Wells	5-21-31	49	5-11-59	21	6
D. Davis	12-01-38	42	2-09-62	18	9
R. D. Jones	1-07-39	42	2-13-62	18	9
R. W. Southworth	7-24-42	38	1-25-65	15	10
D. R. Tucker	12-19-46	34	2-21-65	15	9
W. J. Baldridge	11-30-25	55	2-25-56	24	9
J. L. Baldridge	4-05-35	46	11-05-59	21	0
D. D. Lewis	1-02-43	38	7-12-66	14	4
G. W. Walters	12-13-42	38	7-19-66	14	4
I. R. Ward	10-12-28	52	2-19-56	24	9
G. R. Jones	8-05-39	41	2-10-65	15	9
A. W. Bussler	8-11-38	42	9-21-66	14	2
C. P. Gable	9-01-37	43	9-05-67	13	2
J. L. Gambill	7-08-46	34	4-15-68	12	7
P. S. Hoffer	7-22-32	48	3-25-68	12	8
P. D. Fitzpatrick	12-02-43	37	1-22-68	12	10
R. D. Walker	9-03-46	34	10-03-67	13	1
H. L. Artrip	2-02-47	34	5-02-69	21	6
R. L. Queen	6-12-34	46	3-08-55	25	8
C. Allen	4-12-25	56	3-21-45	35	8
B. J. Wallace,Jr.	10-13-27	53	5-01-55	25	6
R. L. Jackson	6-11-32	48	6-29-55	25	5
E. S. Lewis	2-14-32	49	2-06-56	24	9
W. D. Alley	10-01-45	35	9-19-64	16	2
J. L. Albrecht	6-02-39	41	1-10-65	15	10
D. A. Payton	2-09-44	37	9-05-67	13	2
K. G. Williams	6-28-45	35	1-20-68	12	10
H. L. Coldiron	6-04-58	32	3-08-69	11	8
D. G. Hart	8-07-39	41	9-26-69	11	2
J. A. Egerton	3-25-50	31	9-30-69	11	2
G. H. Madden	1-12-35	46	4-09-55	25	7
D. D. Martin	4-18-41	40	8-09-65	15	3
J. R. Cooper	3-28-35	46	5-08-55	25	6
M. W. Lutz	7-31-30	50	2-15-55	25	9

AK000652

Production and Maintenance Forces
Coke Ovens (Cont.)

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
J. R. Sowards	7-24-27	53	8-06-45	35	3
R. L. Moore	2-03-32	49	4-10-55	25	7
R. P. Scott	3-17-31	50	4-26-55	25	7
C. L. Dever	8-16-36	44	4-24-55	25	7
J. M. Stidham	7-22-34	46	5-01-55	25	6
R. E. Cottle	9-23-37	43	11-14-59	21	0
BY-PRODUCTS					
S. D. Davis	7-10-42	38	10-03-67	13	1
L. A. Horner	6-02-38	42	3-23-68	12	8
H. G. Hammond	8-29-47	33	3-10-69	11	8
R. H. Myers	10-17-34	46	4-30-69	11	7
W. R. Workman	5-11-43	38	9-20-69	11	2
C. Ferguson	2-23-24	57	3-17-56	24	8
M. R. Brown	12-04-34	46	4-06-55	25	7
R. K. Wright	2-18-44	37	1-09-68	12	10
T. R. Tarr	1-15-48	33	4-30-69	11	7
L. D. Kayser	8-21-53	27	3-31-73	7	8
D. G. Phipps	8-15-51	29	2-24-73	7	9
H. L. Adkins	2-22-24	57	7-19-48	32	4
C. W. Crabtree	9-08-34	46	2-15-55	25	9
C. M. McWharter	1-23-34	48	4-10-55	25	7
COAL HANDLING					
R. W. Dalton	7-20-43	37	9-17-64	16	2
J. C. Ward	4-21-36	45	8-01-67	13	3
T. D. Preast	4-06-37	44	2-25-56	24	9
J. R. Oiler	10-17-35	45	9-05-67	13	2
D. P. Richards	8-16-44	36	3-25-69	11	8
B. Cantrell	8-31-34	46	7-25-53	27	4
H. G. Alcorn	1-01-35	46	1-21-56	24	10
J. D. Caldwell	5-09-44	37	9-18-64	16	2
B. L. Jarvis	6-03-35	45	2-24-55	25	9
L. J. Gambill	5-04-47	34	3-10-69	11	8
J. R. Webb	2-02-30	51	7-13-55	25	4
J. W. McClure	3-04-21	60	7-30-53	27	4
COKE HANDLING					
M. E. Cole	9-14-36	44	3-17-55	25	8
W. M. White	9-16-23	57	1-20-56	24	10
R. S. Schaefer	2-11-43	38	9-10-64	16	2
R. W. Dunham, Jr.	10-28-42	38	1-04-65	15	10
D. Farmer	5-11-40	41	1-10-65	15	10

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
V. E. Munn	4-15-35	46	2-14-56	24	9
A. W. Triplett	8-22-29	51	5-11-59	21	6
D. C. Jarvis	11-12-28	52	5-12-59	21	6
H. D. Campbell	10-12-40	40	9-22-66	14	2
C. M. Johnson	1-10-48	33	4-23-69	11	7
C. D. Bramblett	5-21-48	32	9-06-69	11	2
J. L. Moore	1-14-26	55	4-08-55	25	7
R. J. Flannery	12-31-45	35	8-03-65	15	3
J. E. Hurn, Jr.	2-02-47	34	4-01-68	12	7
COKE LABOR					
W. H. Hall	10-19-31	49	1-15-65	15	10
G. W. Gilley	9-24-49	31	5-05-69	11	6
D. E. Bays	6-28-53	27	2-24-73	7	9
D. C. Wagner	8-31-28	52	3-22-73	7	8
R. W. Buffinger	8-17-49	31	4-13-73	7	7
H. A. Wise, Jr.	7-01-50	30	6-12-73	7	5
J. D. Kaut	4-20-50	31	6-20-73	7	5
C. E. Messer, II	12-22-53	27	7-14-73	7	4
COKE GENERAL					
P. Slone	7-12-41	39	2-24-73	7	9

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

PRODUCTION AND MAINTENANCE FORCES

MECHANICAL DEPARTMENT

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
C. N. Quillen	2-09-21	60	1-19-42	38	10
E. O. Gibbins	11-19-21	59	7-16-42	38	4
R. Hamilton	10-31-20	60	7-15-42	38	4
H. C. Tipton	11-23-24	56	5-03-45	35	6
V. C. Lyon	2-27-24	57	6-16-44	36	5
C. E. Call	8-07-19	61	8-24-42	38	3
R. D. Sparks	6-29-21	59	1-06-46	34	10
V. P. Travis	9-22-19	61	12-24-47	32	11
E. E. Danes	3-12-21	60	7-17-46	34	4
C. Duncan, Jr.	4-30-25	56	7-08-48	32	4
R. M. Howard	5-02-21	60	2-05-45	35	9
J. W. Dalton	6-07-23	57	4-18-55	25	7
J. E. Besco	7-17-21	59	3-07-55	[illegible]	8
R. D. Whisman	8-23-31	49	4-04-55	25	7
J. C. Johnson	10-01-25	55	4-13-55	25	7
W. H. Lodwick	12-27-26	54	4-26-55	25	7
R. R. Rice	11-17-36	44	2-24-55	25	9
W. E. Rollins, Jr.	2-26-26	55	4-13-55	25	7
D. L. Moon	8-30-20	60	5-02-55	25	6
M. E. Trent	4-04-27	54	5-02-55	25	6
P. E. Sexton	2-18-35	46	3-05-55	25	8
B. O. Ricks	2-28-29	52	8-03-53	27	3
D. L. Jewell	7-24-36	44	2-24-55	25	9
R. Hall	1-28-31	50	3-05-55	25	8
J. Crabtree	9-15-30	50	7-31-53	27	3
L. O. Wright	9-29-34	46	4-08-55	25	7
L. Barrett	11-20-30	50	2-24-55	25	9
J. M. Turner	12-14-28	52	3-17-55	25	8
R. L. Bradley	6-24-30	50	4-06-55	25	7
C. E. Dunn	8-23-35	45	4-11-55	25	7
A. E. McFann	9-29-32	48	3-08-55	25	8
F. D. Riggs	6-19-24	56	3-22-55	25	8
W. W. Williams	4-01-34	47	3-31-55	25	8
R. Reed	11-10-30	50	4-11-55	25	7
F. E. Allen	3-16-34	47	4-08-55	25	7
H. L. Gray	8-29-21	59	4-25-55	25	7
C. O'Bannion	4-23-25	56	4-25-55	25	7
D. Pierce, Jr.	11-14-36	44	3-24-55	25	8

Production and Maintenance Forces
Mechanical Department (Cont.)

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
R. H. Chandler	8-25-34	46	4-09-55	25	7
R. Hill, Jr.	4-02-35	46	6-09-55	25	5
J. R. Hall	9-08-26	54	4-07-55	25	7
W. B. Blevings	4-30-36	45	4-13-55	25	7
W. O. Logan	5-14-36	45	4-13-55	25	7
R. L. Penn	3-08-29	52	4-23-55	25	7
C. D. Jones	3-31-24	57	8-24-55	25	3
R. T. Taylor	6-26-26	54	7-29-55	25	4
R. E. Willard	9-25-34	46	5-08-55	25	6
L. A. O'Dell	3-30-37	44	6-10-55	25	5
F. E. Adams	4-07-19	62	1-24-61	19	10
J. A. Arthur	1-29-22	59	1-16-62	18	10
H. D. Williams	6-30-30	50	1-28-63	17	10
H. R. Bailey, Jr.	5-19-33	47	8-26-63	17	3
G. R. Gullion, Jr.	9-04-36	44	3-15-62	18	8
D. L. Ramsey	11-13-30	50	2-05-68	12	9
K. R. Gunter	8-17-29	51	2-18-68	12	9
B. Goble, Jr.	12-31-39	41	8-12-68	12	3
H. E. Gibson	4-06-21	60	10-21-68	12	1
L. J. Gates	1-03-39	42	2-26-69	11	9
H. L. Profitt	2-08-38	43	7-22-69	11	4
R. Veach	5-01-36	45	10-10-55	25	1
E. Burton	5-17-25	55	3-08-63	17	8
C. W. Rose	7-29-35	45	3-18-55	25	8

ELECTRICAL DEPARTMENT

J. R. Blankenbeckley	12-29-26	54	1-03-45	35	10
G. A. Castle	1-14-22	60	12-19-45	34	11
P. D. Adams	10-01-23	57	7-14-42	38	4
J. Whitt, Jr.	8-26-26	54	6-30-45	35	5
C. R. Briggs	9-16-22	58	7-05-48	32	4
R. Nichols, Jr.	12-20-21	59	1-14-49	31	10
L. Justice, Jr.	5-19-21	59	1-25-43	37	10
R. E. Johnson	6-02-25	55	11-22-43	37	0
I. R. Parker	11-17-17	63	8-25-42	38	3
P. Dingus	3-28-24	57	3-24-43	37	8
A. C. Cropper	9-07-22	58	1-31-55	25	10
M. H. McHenry	4-15-29	52	2-02-55	25	9
G. E. Gilpin	10-05-25	55	4-16-44	36	7
C. E. Jarrells	2-11-21	60	1-16-45	35	10
J. F. Eichenlaub	3-15-27	54	3-30-45	35	8
R. L. Kammer	7-08-27	53	7-11-45	35	4
O. J. Smith	2-22-23	58	7-17-45	35	4
G. D. Marsh	2-22-23	58	1-28-55	25	10

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

PRODUCTION AND MAINTENANCE FORCES

YARD AND TRANSPORTATION

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
E. L. Fultz	3-07-21	60	3-26-43	37	8
W. L. Billings	1-01-26	55	5-10-44	36	6
R. J. Clark	1-14-22	59	6-28-44	36	5
R. Virginia	8-18-26	54	11-03-44	36	0
L. Chochard	4-04-21	60	12-26-44	35	11
O. E. Lavender	7-15-26	54	12-28-44	35	11
D. E. Gifford	2-11-27	54	3-27-45	35	8
T. E. Newsome	7-14-26	54	8-26-44	36	3
W. T. Gose	5-02-19	62	11-17-43	37	0
J. J. Koch	4-24-26	55	5-14-44	36	6
C. H. Blevins	4-16-26	55	5-13-44	36	6
R. Huffman	9-08-33	47	4-24-55	25	7
K. E. Ellifritt	12-23-33	47	12-11-55	24	11
P. Compton, Jr.	9-05-36	44	1-27-56	24	10
R. R. Bennington	9-18-37	43	5-13-59	21	6
A. R. Barker	6-28-38	42	1-13-60	20	10
P. R. Eckhart	6-14-31	49	1-25-62	18	10
J. P. Rapp	1-13-29	52	1-26-62	18	10
A. E. Diles	12-22-37	43	2-09-62	18	9
W. R. Hamilton	3-06-38	43	2-09-62	18	9
D. Bradley	8-28-40	40	6-10-59	21	5
D. H. Holbrook	7-24-34	46	1-12-60	20	10
B. Miller	10-17-35	45	9-17-64	16	2
T. T. Smith, Jr.	2-11-40	41	9-27-64	16	2
R. E. Dials	1-31-38	43	1-05-65	15	10
R. W. Pritchett	5-15-44	36	1-12-65	15	10
P. R. Fultz	8-01-44	37	1-13-65	15	10
P. A. Osborne	6-12-43	37	1-27-65	15	10
D. L. Parker	10-23-44	36	2-08-65	15	9
G. E. Miracle	11-25-32	48	2-12-65	15	9
G. E. Norman	11-04-39	41	3-18-65	15	8

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

PRODUCTION AND MAINTENANCE FORCES

BRICKMASON

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
C. McLaughlin	5-07-20	61	2-13-42	38	9
W. W. Williams	4-07-20	61	7-14-42	38	4

COMBUSTION CONTROL

L. A. Daugherty	8-08-24	56	4-21-53	27	7

GENERAL WORKS

W. A. Miller	1-30-37	44	7-31-67	13	4

UNASSIGNED LABOR

J. G. LeBrun	10-26-22	58	6-19-42	38	5
H. W. Hughes	4-07-20	60	8-21-42	38	3
W. Howell	6-22-17	63	1-25-43	37	10
J. O. Wright	3-14-20	61	4-12-43	37	7
E. Burnheimer	12-10-24	56	8-09-44	36	3
C. Thacker	5-03-21	59	8-09-44	36	3
R. Lowe	7-22-21	59	8-15-44	36	3
C. Loper	3-02-25	56	12-05-44	35	11
P. Reed	7-25-25	55	1-03-45	35	10

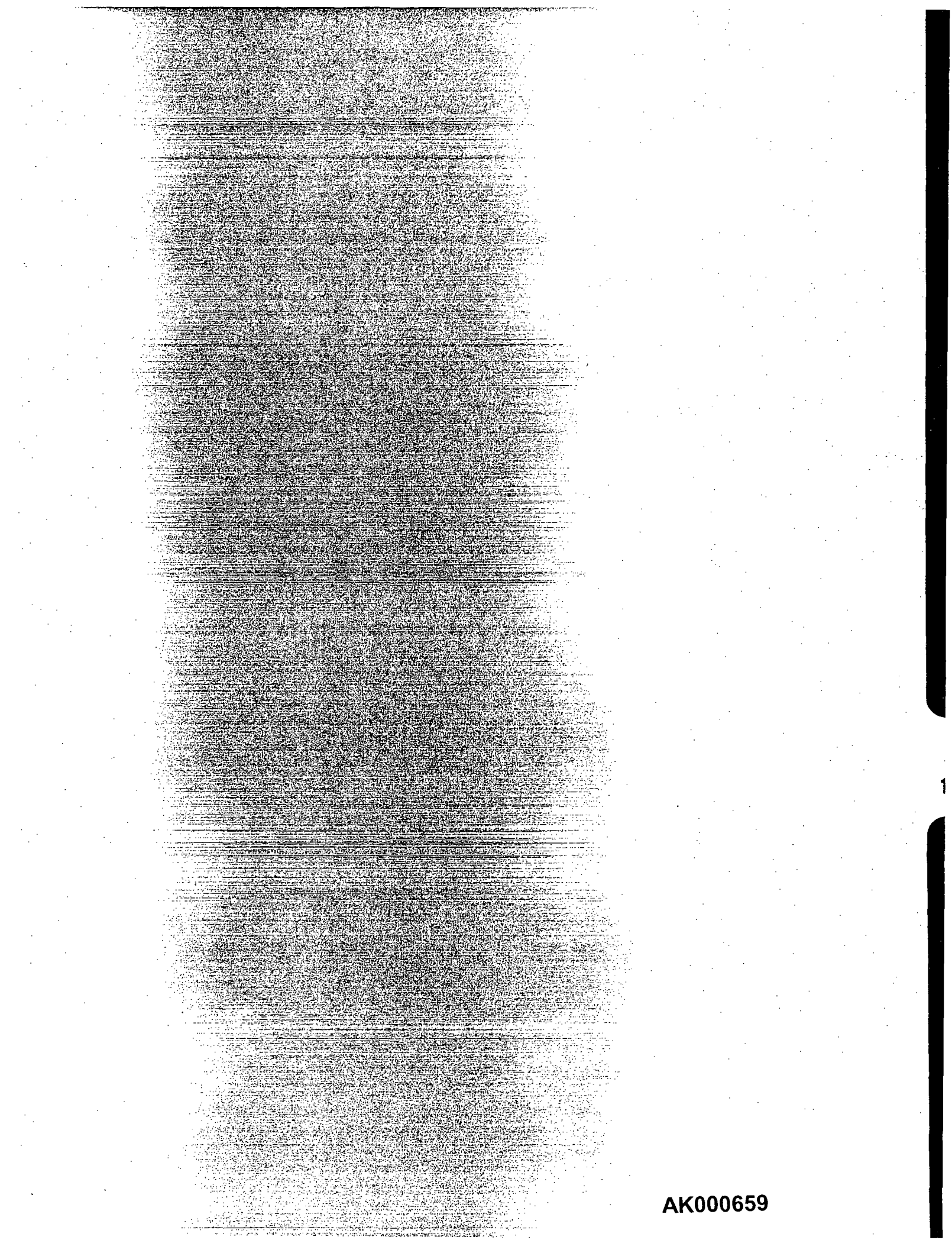

EXHIBIT I-2

AGREEMENT OF TRANSFER AND ASSUMPTION
OF SALARIED PLAN ASSETS AND LIABILITIES

THIS AGREEMENT, dated as of _____, 1980, by and among NEW BOSTON COKE CORPORATION ("New Boston") (formerly called Portsmouth Coke Corporation), an Ohio corporation having its chief executive offices at 300 South Livernois Avenue, Detroit, Michigan 48209, McLOUTH STEEL CORPORATION ("McLouth"), a Michigan Corporation having its chief executive offices at 300 South Livernois Avenue, Detroit, Michigan 48209, and CYCLOPS CORPORATION ("Cyclops"), a Pennsylvania corporation having its chief executive offices at Washington Road, Pittsburgh, Pennsylvania 15228.

WITNESSETH

WHEREAS, Cyclops has heretofore adopted the Pension Plan for Salaried Employees of Cyclops Corporation ("Cyclops Plan") for the exclusive benefit of its eligible salaried employees, including its salaried employees at the Portsmouth, Ohio Coke Plant ("Coke Plant"), the terms of which as in effect on the date of execution hereof are incorporated herein by reference; and

WHEREAS, the Cyclops Plan is funded through an Agreement of Trust between Cyclops and the Chase Manhattan Bank (National Association), as Trustee; and

WHEREAS, the Cyclops Plan is a qualified plan under Section 401 of the Internal Revenue Code ("Code") and the Trust established thereunder is an exempt trust under Section 501 of the Code; and

WHEREAS, New Boston has on this date purchased the assets of the Coke Plant from Cyclops and, as part of such purchase, has employed substantially all the former salaried Coke Plant employees of Cyclops; and

WHEREAS, New Boston has agreed to assume all the accrued (vested and unvested) pension liabilities of said salaried employees as calculated under the terms of the Cyclops Plan as of the date of execution hereof; and

WHEREAS, New Boston has established the New Boston Coke Corporation Pension Plan for Salaried Employees ("New Boston Plan") for the exclusive benefit of its eligible salaried employees in a form which provides substantially the same pension benefits as provided in the Cyclops Plan and which grants full credit for said employees' service with Cyclops; and

WHEREAS, Cyclops has agreed to transfer to the Trustee of the New Boston Plan the assets of the Cyclops Plan held by the Trustee of the Cyclops Plan properly allocated to the transferred liabilities in a manner which complies with Section 414(l) of the Code and Section 4044 of the Employee Retirement Income Security Act ("ERISA"); and

WHEREAS, the New Boston Plan is funded through an Agreement of Trust between New Boston and _____ _____, as Trustee; and

AK000661

WHEREAS, the New Boston Plan is intended to be a qualified plan under Section 401 of the Code and the Trust established thereunder is intended to be an exempt trust under Section 501 of the Code; and

WHEREAS, New Boston has agreed to assume and make, and McLouth has agreed to guarantee, all further contributions to the New Boston Plan with respect to the transferred liabilities in such amounts as to satisfy the minimum funding standards of Section 412 of the Code; and

WHEREAS, Cyclops on October 28, 1980 filed IRS Form 5310 with the Key District Director of Internal Revenue at Baltimore, Maryland with respect to the transfer of the said assets and liabilities.

NOW, THEREFORE, in consideration of the premises, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Cyclops hereby assigns and transfers to New Boston and New Boston hereby accepts and assumes, the entire vested and unvested pension liabilities accrued to the date hereof under all the applicable terms of the Cyclops Plan for those salaried employees of the Coke Plant who are named in Schedule (1) attached hereto.

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2. The parties agree that the sum of $109,642 represents the fair market value of all the assets of the Cyclops Plan which are allocable under Section 4044(a) of ERISA to the liabilities transferred under paragraph 1.

3. Cyclops shall direct the Trustee of the Cyclops Plan to transfer and pay over to the Trustee of the New Boston Plan the sum of $109,642, plus interest thereon from the date of execution hereof at the rate of 8% per annum, in cash or cash equivalent, on November 23, 1980, or as soon thereafter as permitted by law.

4. New Boston hereby assumes and covenants to make all future employer contributions to the Trustee of the New Boston Plan with respect to the liabilities transferred under paragraph 1 necessary to meet the minimum funding standards of Section 412 of the Code.

5. McLouth hereby unconditionally guarantees the obligations of New Boston under paragraph 4.

6. New Boston and McLouth hereby agree to indemnify, protect and save harmless Cyclops from and against any liability or payment to any participant, union, governmental agency or any other person, arising out of the liabilities transferred under paragraph 1 or a breach of the covenants contained in paragraph 4.

7. Cyclops hereby agrees to indemnify, protect and save harmless New Boston and McLouth from and against any liability arising out of (i) Cyclops' breach of any covenant or agreement

against transfer of the funds described in paragraph 3, and (ii) any irregularity in the transfer of said funds by the Trustee under paragraph 3.

8. This Agreement shall not be assigned by New Boston or McLouth without the prior written consent of Cyclops, which consent shall not unreasonably be withheld.

9. This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties.

IN WITNESS WHEREOF, each of Cyclops, New Boston, and McLouth has caused this Agreement to be duly executed, sealed and delivered in its name and on its behalf, all as of the day and year first above written.

(Corporate Seal) CYCLOPS CORPORATION

Attest:

_____ By_____
Secretary

(Corporate Seal) NEW BOSTON COKE CORPORATION

Attest:

_____ By_____
Secretary President

(Corporate Seal) McLOUTH STEEL CORPORATION

Attest:

_____ By_____
Secretary President

AK000664

EMPIRE-DETROIT STEEL DIVISION
PORTSMOUTH PLANT - COKE FACILITIES
ESTIMATED MANNING CENSUS
AS OF 7-31-80

EXCLUDED FORCES

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
D. S. Gregg	10-16-26	54	1-16-65	15	7
F. P. Iovino	8-11-21	59	10-01-65	14	10
C. E. Darnell	11-28-37	43	2-06-56	24	6
J. A. Bradshaw	4-24-33	47	4-25-55	25	3
C. J. Cronin	2-06-37	43	5-09-59	21	3
G. J. Day	11-16-27	53	2-13-62	18	6
R. E. Yinger	10-17-37	43	1-17-65	15	6
L. E. Wilson	12-27-31	49	1-24-51	29	6
C. Wright	12-12-32	48	11-09-59	20	9
C. W. Phipps	11-13-25	55	3-16-65	15	5
W. Vanderpool	2-01-35	45	4-22-55	25	3
D. L. Ferrell	2-13-37	43	2-06-62	18	6
E. J. Price	11-17-25	55	10-25-65	14	9
W. J. Price	1-24-22	59	5-06-68	12	3
G. Ruby	3-18-40	40	8-24-67	12	11
M. W. Atkins	9-09-52	28	2-02-73	7	6
R. E. Hollis	4-06-38	42	5-15-59	21	3
S. E. Sexton	10-15-29	51	4-17-55	25	3
C. E. Elrod	2-06-26	54	4-12-45	35	4
D. J. Figlestahler	9-28-49	31	5-14-69	11	3
J. L. Wells	4-09-50	30	5-12-73	7	3
E. J. Maynard	7-17-33	47	3-24-55	25	4
G. L. O'Neal	9-25-41	39	3-29-65	15	4
A. R. Varhola	6-26-24	56	1-17-55	25	6
S. B. Goodson	2-16-48	32	6-11-73	7	2
D. L. Grashel	6-20-37	43	6-01-59	21	2
D. B. McGlone	11-26-36	44	9-03-63	16	11
J. L. McGlone	10-31-36	44	7-08-68	12	1

EMPIRE-DETROIT STEEL DIVISION
Portsmouth Plant

VACATION LIABILITY - COKE PLANT SALARIED EMPLOYEES AS OF 11-14-80

No.	Name	Regular Vacation Not Taken As of 11-14-80 Days	Regular Vacation Not Taken As of 11-14-80 Amount	Vacation Cash Liability 11-14-80
9841	G. J. Day	5	$ 496.88	$
9579	D. L. Ferrell	5	520.88	
9633	S. B. Goodson	7	634.90	
9829	D. L. Grashel	25	2,537.50	
9848	D. S. Gregg	6	962.35	
9756	R. E. Hollis	2	212.51	
9607	F. P. Iovino	5	599.58	
3572	E. J. Maynard	10	1,046.38	
9682	D. B. McGlone	18	1,459.80	929.42
9483	J. L. McGlone	15	1,719.80	1,348.85
9873	G. L. O'Neal	20	2,164.77	
9951	E. J. Price	12	1,418.49	
9997	W. J. Price	12	1,554.18	
9582	S. E. Sexton	20	2,691.84	
9689	A. R. Varhola	15	1,873.50	
1034	J. L. Wells	5	457.88	
9986	L. L. Wilson	5	504.27	
	TOTAL	187	$20,855.51	$2,278.27

DJA/bb
11-4-80

AK000667

EMPIRE-DETROIT STEEL DIVISION - PORTSMOUTH PLANT

ESTIMATED VACATION LIABILITY - COKE PLANT PRODUCTION & MAINTENANCE EMPLOYEES
SUBSEQUENT TO 11-14-80

BADGE NO.	NAME	ESTIMATED UNUSED REGULAR VACATION AS OF 11-14-80 No. Wks.	Amount	Est. Bonus	ESTIMATED UNUSED EXTENDED VACATION AS OF 11-14-80 No. Wks.	Amount	REMARKS
84	H. G. Hammond	3	$ 1,421.52	$ 225		$	Must work in 1980 to qualify
627	J. W. Dalton	2	998.72	150			
654	H. R. Bailey	1	460.98	75			
676	H. L. Gray	2	972.12	150			
963	D. G. Phipps	1	435.44	75			
988	R. W. Buffinger	1	358.12	30			
1095	L. A. Daugherty				1	. 490.66	
1391	R. Nichols, Jr.	2	918.32	150			
1404	W. E. Price	1	513.88	75			
1408	R. H. Gilliland						Already paid for 6 wks. ext. vac. subsequent to 11-14-80 $3,231.14
1418	S. T. Dillow	1	456.78	75			
1445	T. K. Stanley				3	1,586.07	
1448	R. D. Murphy	1	498.24	75			Must work 11/16 or after to qualify.
1552	M. E. Cole	2	968.92	150			
2823	W. B. Blevings	3	1,424.46	180			
3033	C. L. Dever	2	908.08	150			
3518	R. E. Willard	1	458.36	75			
3532	C. E. Call	1	467.24	30			
4065	R. P. Scott	1	450.40	30			
4305	J. A. Arthurs				1	581.76	
4334	C. N. Quillen	1	494.29	30			
4811	K. E. Ellifritt	1	477.07	75			Must work 12/11 or after to qualify
4965	R. Virginia	1	529.14	30			
5685	D. D. Lewis				2	984.70	
5701	W. A. Miller	1	336.88				
5717	H. D. Campbell	3	1,418.40				
5739	J. C. Ward				3	1,556.22	
5744	G. R. Gullion	1	533.34	30			
5831	G. R. Jones	3	1,447.20				
6206	K. G. Williams	1	465.15	75			
6416	C. R. Briggs				3	1,382.19	
6546	C. E. Jarrells	4	1,416.48	255			
7718	E. E. Burnheimer	1	373.36	75			
7804	R. L. Jackson	1	500.74	30			
8002	R. L. Queen	1	491.14	75			
8058	R. L. Moore	2	919.42	105			
8116	J. L. Moore	1	453.02	30			
8133	M. R. Brown	2	949.92	105			
8205	J. R. Webb	2	1,010.98	60			
	TOTALS	51	$23,528.11	$2,670	13	$6,581.60	

Note: Employees not on this list have no vacation entitlement as of 11/14/80 for the year 1980.

HRS/bb
11-4-80

AK000668

EMPIRE-DETROIT STEEL DIVISION - PORTSMOUTH PLANT

ESTIMATED VACATION LIABILITY - COKE PLANT CLERICAL & TECHNICAL EMPLOYEES
SUBSEQUENT TO 11-14-80

BADGE NO.	NAME	ESTIMATED UNUSED REGULAR VACATION AS OF 11-14-80			ESTIMATED UNUSED EXTENDED VACATION AS OF 11-14-80	
		No. Wks.	Amount	Est. Bonus	No. Wks.	Amount
9652	J. D. Gambill				2	$807.66
9757	R. Simon	2	$ 799.84	$105		
9815	R. E. Stephenson	1	467.15	75		
9973	A. L. Johnson	4	1,607.84	300	—	
	TOTALS	7	$2,874.83	$480	2	$807.66

Note: Employees not on this list have no vacation entitlement as of 11-14-80 for the year 1980.

HRS/bb
11-4-80

NOTE: All of the foregoing lists shall be adjusted to the Closing Date

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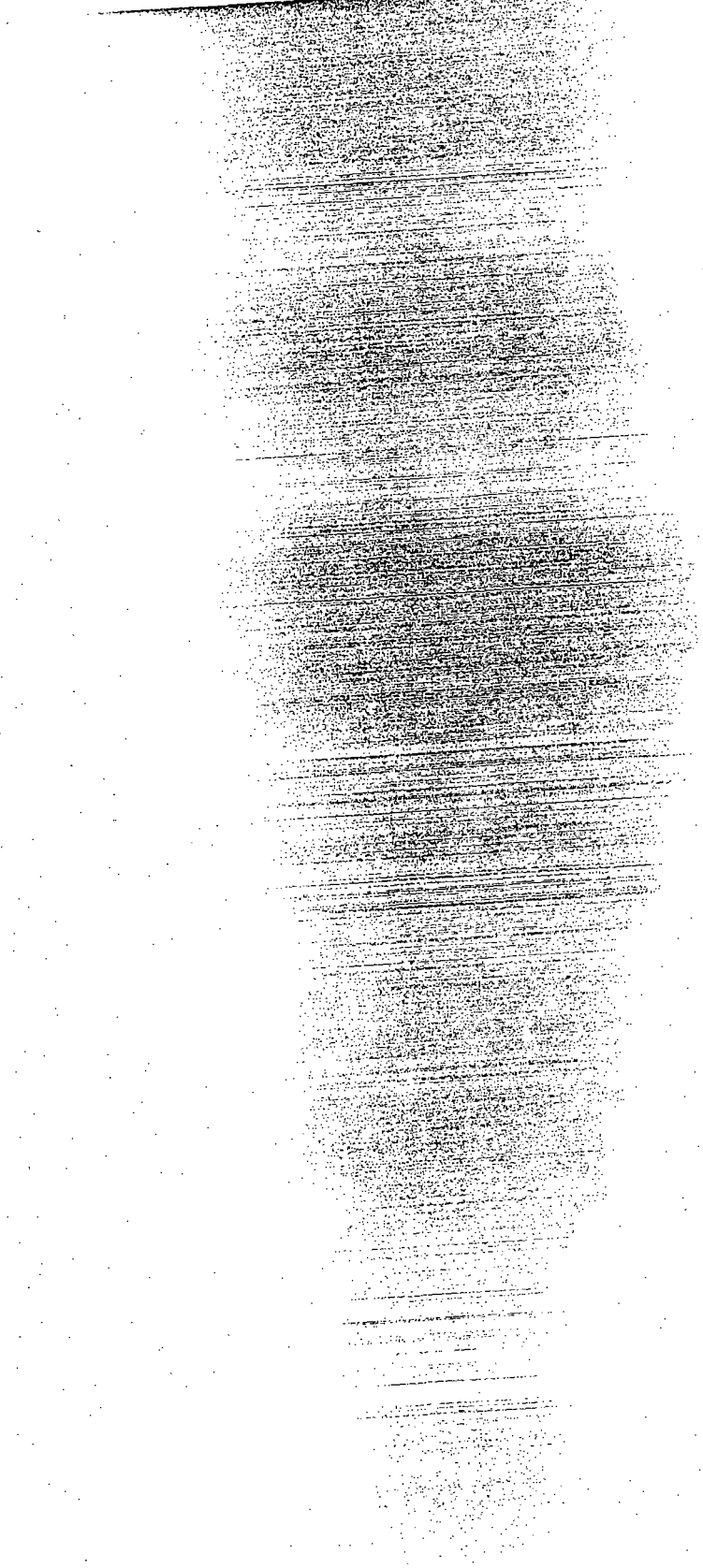

Cyclops will make all regular vacation, extended vacation, vacation bonus and vacation cash payments up to Closing Date. Purchaser will make all regular vacation, extended vacation, vacation bonus and vacation cash payments after closing date. Where such cash disbursements are made by Cyclops which cover a continuous period overlapping the Closing Date, Purchaser will pay to Cyclops within thirty days after the Closing Date that portion of the payment applicable to the period subsequent to the Closing Date.

Salaried Vacation and Vacation Cash Entitlement

Purchaser will be responsible for fulfilling any unused non-bargaining unit salaried employees vacation and vacation cash for the year 1980. Non-bargaining unit salaried employees will be given either time off or pay-in-lieu of vacation earned but not taken in 1980.

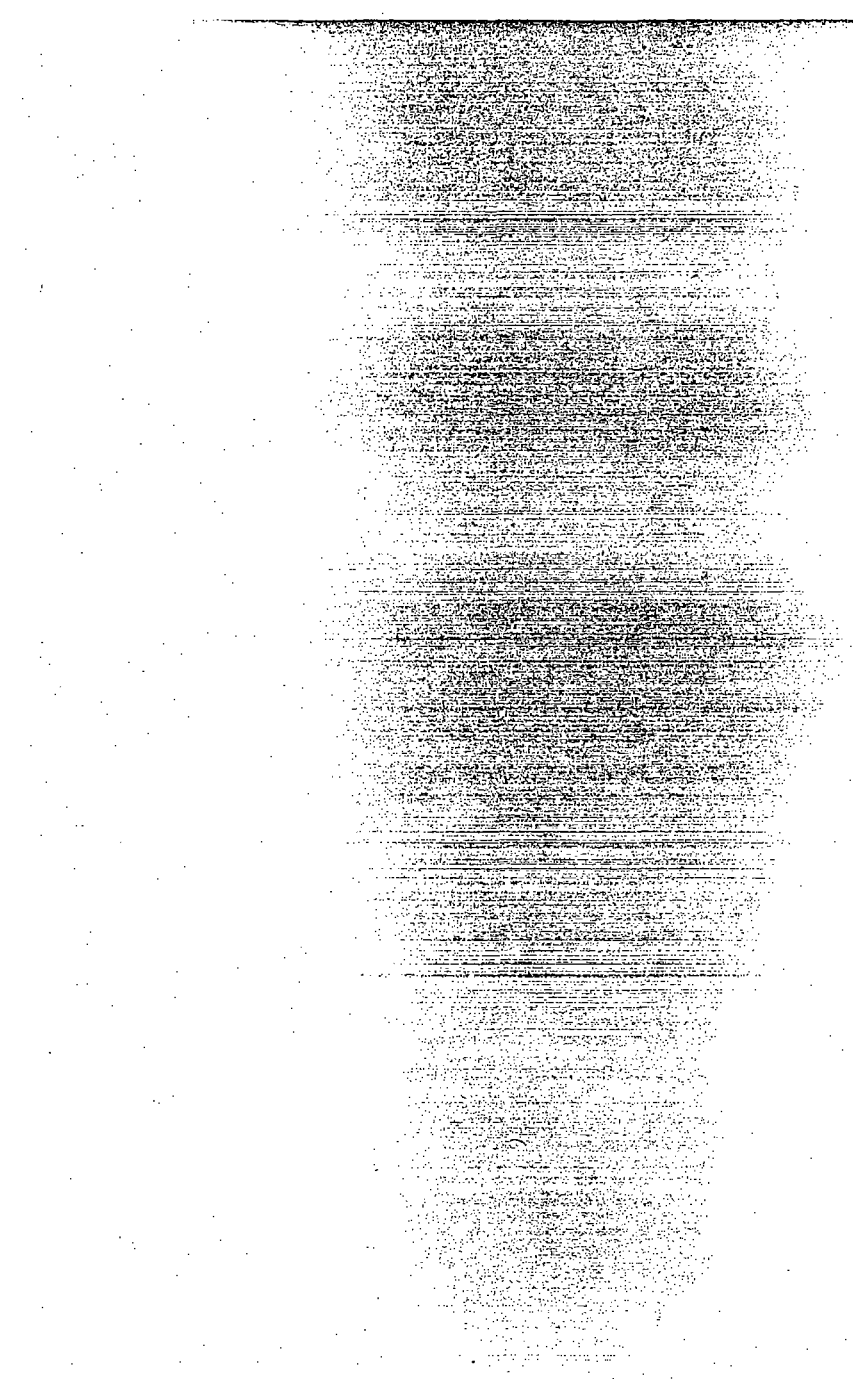

EXHIBIT K

NONE

2

EXHIBIT L

NONE

EXHIBIT M

TRACT ONE: Situate in Section 12, Village of New Boston, Scioto County, Ohio, and being part of Parcel No. 1 included in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589 of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at a concrete monument at the intersection of the corporation line between the Village of New Boston and the City of Portsmouth with the Northerly right-of-way line of the Baltimore and Ohio Railroad Company; thence, from the beginning point and with the corporation line, N. 10 deg. 21' 20" W., passing an iron pin at 401.64 feet a total distance of 519.64 feet to an iron pin; thence, leaving the corporation line N. 85 deg. 21' 20" W., a distance of 69.00 feet to an iron pin; thence, S. 88 deg. 38' 40" W., a distance of 123.00 feet to an iron pin; thence, S. 85 deg. 46' 51" W., a distance of 62.79 feet to an iron pin; thence, S. 10 deg. 10' 06" E., a distance of 205.47 feet to an iron pin; thence, S. 69 deg. 47' 12" W., a distance of 2225.25 feet to a concrete monument; thence S. 20 deg. 25' 55" E., a distance of 382.91 feet to a concrete monument set in the Northerly right-of-way line of the aforementioned Baltimore and Ohio Railroad; thence, with the said right-of-way the following 5 calls: thence, N. 69 deg. 34' 05" E., a distance of 709.84 feet to an iron pin; thence, N. 69 deg. 50' 59" E., a distance of 337.13 feet to an iron pin; thence N. 75 deg. 34' 28" E., a distance of 140.35 feet to an iron pin; thence, N. 70 deg. 01' 41" E., a distance of 212.08 feet to a concrete monument; thence N. 69 deg. 47' 31" E., a distance of 1011.35 feet to the place of beginning and containing 22.787 acres, more or less.

TRACT TWO: Situate in the City of Portsmouth, Scioto County, Ohio, partially in Section 12 and partially in Section 7 and being part of Parcel 1 and all of Parcels 13 and 16 included in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, page 589 of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at a concrete monument set in the Northerly right-of-way line of the Baltimore and Ohio Railroad Company from which the City of Portsmouth corporation line bears, S. 69 deg. 51' 22" W., a distance of 30.43 feet; thence, from the beginning point, N. 69 deg. 52' 52" E., a distance of 1865.59 feet to a concrete monument; thence, N. 70 deg. 51' 04" E., a distance of 49.22 feet to an iron pin; thence, N. 70 deg. 12' 25" E., a distance of 226.84 feet to a concrete monument set in the dividing line between Sections 12 and 7; thence, with the dividing line N. 5 deg. 00' 55" E., a distance of 30.19 feet to an iron pin; thence, N. 80 deg. 02' 00" E., a distance of 426.90 feet to an iron pin; thence N. 84 deg. 03' 00" E., a distance of 204.53 feet to an iron pin; thence, leaving the aforementioned railroad right-of-way N. 5 deg. 50' 00" W., a distance of 15.00 feet to an iron pin; thence, S. 84 deg. 03' 00" W., a distance of 196.46 feet to an iron pin; thence, S. 80 deg. 02' 00" W., a distance of 431.81 feet to an iron pin in the aforementioned dividing line between Sections 12 and 7; thence, S. 76 deg. 39' 19" W.,

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a distance of 25.78 feet to an iron pin; thence, N. 13 deg. 57' 58" W., a distance of 4.89 feet to an iron pin; thence S. 76 deg. 39' 19" W., a distance of 175.61 feet to an iron pin; thence S. 72 deg. 50' 04" W., a distance of 0.56 feet to an iron pin; thence, S. 14 deg. 28' 23" E., a distance of 5.10 feet to an iron pin; thence, S. 72 deg. 38' 04" W., a distance of 206.59 feet to an iron pin in the east line of the aforementioned Parcel No. 16; thence, with the East line, N. 17 deg. 13' 48" W. a distance of 4.60 feet to an iron pin; thence, N. 6 deg. 54' 20" E., a distance of 104.00 feet to an iron pin in the Northeast corner of said parcel and also being in the South right-of-way line of U. S. Route 52; thence, with the right-of-way and with the North line of said parcel N. 86 deg. 47' 33" W., a distance of 217.04 feet to an iron pin; thence, N. 86 deg. 13' 23" W., a distance of 72.24 feet to an iron pin; thence, S. 89 deg. 21' 17" W., a distance of 213.95 feet to an iron pin in the Northwest corner of Parcel No. 16 and the Northeast corner of Parcel No. 13; thence, with the North line of Parcel 13 and continuing with the South right-of-way of U. S. Route 52, S. 78 deg. 56' 03" W. a distance of 138.56 feet to an iron pin; thence, S. 89 deg. 21' 16" W., a distance of 89.00 feet to an iron pin in the Northwest corner of said Parcel 13; thence, continuing with the right-of-way of U. S. Route 52, N. 1 deg. 42' 30" W., a distance of 77.83 feet to an iron pin; thence, S. 80 deg. 57' 39" W., a distance of 243.73 feet to an iron pin; thence, S. 80 deg. 23' 07" W., a distance of 184.03 feet to a concrete monument set at the Northeast corner of a 1.145 acre tract deeded to the City of Portsmouth by Detroit Steel Corporation and recorded in Volume 605, Page 502, Scioto County Record of Deeds; thence, with the East line of said tract, S. 5 deg. 35' 15" E., a distance of 191.81 feet to an iron pin set at the Southeast corner of said tract; thence, with the South line, S. 84 deg. 24' 30" W., passing the Southwest corner of the 1.145 acre tract at 252.89 feet a total distance of 598.89 feet to an iron pin, said pin being 30.00 feet Easterly measured at right angles from the aforementioned City of Portsmouth corporation line; thence, parallel with the line, S. 10 deg. 21' 20" E., a distance of 533.89 feet to the place of beginning and containing 17.2708 acres, more or less, being all of Parcel 13 (1.2803 acres), all of Parcel No. 16 (2.1450 acres), and 13.8455 acres of Parcel No.1.

TRACT THREE: Situate in Section 12, Township 1-N, Range 21-W, Village of New Boston, Scioto County, Ohio, and being part of Parcel Numbers 1, 7 and 8 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589 of the Scioto County Deed Records and part of 0.037 acre portion of Taylor Avenue vacated by Village of New Boston by ordinance no. 2819 dated November 6, 1980, and recorded in Volume 739, Page 349 of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at a railroad spike on the Westerly right-of-way line of Taylor Avenue at the Northeast corner of Lot 49 in Lakeside Addition (now partially vacated) to the Village of New Boston as shown on the plat of said addition as recorded in Volume 2A, page 133 of the Scioto County Plat Records; thence, along said right-of-way South 0 deg. 51' 02" East, a distance of 16.17 feet to a railroad spike and the true place of beginning; thence, North 78° deg. 15." 59' East a distance of 7.70 feet to a railroad spike;

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thence, South 11 deg. 51' 21" East, a distance of 252.67 feet to an iron pin; thence, South 77 deg. 00' 14" West, a distance of 96.90 feet to an iron pin; thence, South 88 deg. 51' 29" West, a distance of 457.41 feet to an iron pin; thence, North 31 deg. 33' 17" East, a distance of 198.76 feet to a railroad spike; thence, North 72 deg. 13' 03" East, a distance of 247.55 feet to a railroad spike; thence, North 78 deg. 15' 59" East, a distance of 155.78 feet to the true place of beginning, containing 2.378 acres, more or less.

TRACT FOUR: Situate in Section 12, Township 1-N, Range 21-W, Village of New Boston, Scioto County, Ohio, and being part of Parcel No. 1 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589, of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at an iron pin on the Southerly right-of-way line of U. S. Route 52 and also on the property line between Cyclops Corporation and Alex B. Fisher (recorded in Volume 456, page 21); thence, with the following three calls along said right-of-way: North 88 deg. 53' 11" East, a distance of 88.42 feet to an iron pin; South 82 deg. 01' 08" East, a distance of 28.84 feet to a steel fence post; and North 84 deg. 02' 58" East, a distance of 37.84 feet to an iron pin; thence, South 6 deg. 02' 16" East, a distance of 60.05 feet to a railroad spike; thence, South 83 deg. 53' 40" West, a distance of 154.03 feet to an iron pin on the aforementioned property line; thence, along said property line, North 5 deg. 57' 02" West, a distance of 74.86 feet to the original place of beginning, containing 0.237 acres, more or less.

Survey of Tracts 1 through 4 by Timothy A. Thoroughman, R.S. 5589, October 13, 1980.

The above-described premises are subject to:

(a) easements, rights-of-way, covenants, conditions of record in the Recorder's Office of Scioto County, Ohio.

(b) easements and rights-of-way for utilities, railroad tracks, roadways and a crane as shown in Attachments 1, 2, 3 and 4, respectively, to this Exhibit M.

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(UTILITY EASEMENTS)

RESERVING, however, unto the Grantor, its successors and assigns, a perpetual easement and right-of-way, to be used in common with Grantee, its successors and assigns, in, on and under the aforesaid 22.787 acre tract;

(a) two strips of ground each fifteen feet (15 ft.) in width, in the center of which is an extant raw water line, one such strip which begins on the south line (near the southwest corner) of the aforesaid 22.787 acre tract and continues generally in a northerly direction approximately seventy feet (70 ft.) to a point, and the other such strip, the southerly boundary of which begins at a point on the westerly boundary of the strip described immediately above in this paragraph at a point approximately fifty-seven and five tenths feet (57.5 ft.) north of the south line of the aforesaid 22.787 acre tract and continues generally in a westerly direction to the west line of said tract where it enters the lands of the Grantor.

It being the intention of the Grantor to reserve and retain for itself, its successors and assigns, a free and unobstructed right to install, operate, maintain, repair, replace and remove an underground raw water line (and related equipment and facilities) running across the aforesaid 22.787 acre tract to the lands of the Grantor.

It being understood that the exercise of the rights reserved and retained hereby will not unreasonably interfere with the use by Grantee, its successors and assigns, of the lands subject to the easement and right-of-way hereby reserved and retained.

It being understood further that Grantor, its successors and assigns, shall promptly make, at its cost and expense, all repairs and reconstruction and restoration of the lands subject to the easement and right-of-way reserved and retained hereby, and the improvements thereon, necessitated by the exercise of the rights reserved and retained hereby.

GRANTING to the Grantee, its successors and assigns, perpetual easements and rights-of-way to be used in common with the Grantor, its successors and assigns, in, over and under the following lands of the Grantor, to wit:

(a) a strip of ground approximately one hundred sixty feet (160 ft.) in width, the westerly boundary of which begins on the north line of the aforesaid 22.787 acre tract at a point five hundred thirty-eight feet (538 ft.) from the northwest corner of said tract and continues generally in a northerly direction across the lands of the Grantor to points where the westerly boundary of said strip intersects the south line of the aforesaid 2.371 acre tract at a point forty feet (40 ft.) from the southeast corner of said tract and the easterly boundary of said strip intersects the north line of the lands of the Grantor at the boundary of said lands and Gallia Street.

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It being the intention of the Grantor only to provide the Grantee, its successors and assigns, with a nonexclusive right to install, operate, maintain, repair and remove an underground electrical power line and conduit, a storm sewer line, raw water line, coke gas line and steam line running between the 22.787 acre tract and the 2.371 acre tract.

(b) three strips of ground each fifteen feet (15 ft.) in width, in the center of which is an extant municipal water line, one such strip beginning on the south line of Gallia Street and continuing generally in a southerly direction along the west line of Taylor Avenue to the east line (near the northeast corner) of the aforesaid 2.371 acre tract, one such strip beginning on the south line of Gallia Street and continuing generally in a southerly, then northwesterly direction parallel with the south line of Gallia Street to the east line (near the northeast corner) of the aforesaid 0.237 acre tract, and one such strip beginning on the east line of River Avenue and continuing generally in a southerly direction along the west line of River Avenue to the east line (near the southeast corner) of the aforesaid 22.787 acre tract.

It being the intention of the Grantor only to provide the Grantee, its successors and assigns with a nonexclusive right to install, operate, maintain, repair, replace and remove underground water lines originating at points outside of the Grantor's lands and then entering and running across the Grantor's lands to the aforesaid 2.371 acre tract, 0.237 acre tract and 22.787 acre tract.

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(c) three strips of ground each fifteen feet (15 ft.) in width, in the center of which is an extant natural gas line, one such strip beginning at Grace Street and Ohio Avenue and continuing generally in an easterly, then northeasterly direction to the south line (near the southwest corner) of the aforesaid 2.371 acre tract, one such strip beginning on the south line of Gallia Street and continuing generally in a southwesterly, then southerly direction along the west line of Taylor Avenue to the north line (near the northeast corner) of the aforesaid 2.371 acre tract, and one such strip beginning on the south line of Gallia Street and continuing generally in a southerly direction parallel to the west line of River Avenue to the north line (near the northeast corner) of the aforesaid 22.787 acre tract.

It being the intention of the Grantor only to provide the Grantee, its successors and assigns, with a nonexclusive right to install, operate, maintain, repair, replace and remove underground natural gas lines originating at points outside of the Grantor's lands, and then entering and running across the Grantor's lands to the aforesaid 2.371 acre tract and 22.787 acre tract.

(d) a strip of ground fifteen feet (15 ft.) in width, in the center of which is an extant sanitary sewer line, beginning on the east line (near the northeast corner) of the aforesaid 2.371 acre tract and continuing generally in a southerly, then southeasterly, then easterly and then southeasterly direction to the north line of the aforesaid 22.787 acre tract.

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It being the intention of the Grantor only to provide the Grantee, its successors and assigns, with a nonexclusive right to install, operate, maintain, repair, replace and remove an underground electrical power line and conduit running from the aforesaid 0.237 acre tract to the aforesaid 0.237 acre tract.

Together with the right of reasonable ingress and egress over and across the other lands of the Grantor to enter upon the premises hereby granted for the purpose of installing, operating, maintaining, repairing, replacing and removing underground electrical lines and conduits, a sanitary sewer line, a raw water line, municipal water lines, a coke gas line, natural gas lines and a steam line as hereinabove permitted.

Subject always, however, to the terms and conditions of any and all joint use agreements which Grantor and Grantee, and their successors and assigns may enter into with respect to the utility service lines described above.

It being understood that the exercise of the rights granted hereby will not unreasonably interfere with the use by Grantor, its successors and assigns, of the lands subject to the easements and rights-of-way hereby granted.

It being understood further that Grantee, its successors and assigns, shall promptly make, at its cost and expense, all repairs to and reconstruction and restoration of the lands subject to the easements and rights-of-way granted hereby, and the improvements thereon, necessitated by the exercise of the rights hereby granted.

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(RAILROAD TRACK EASEMENTS)

RESERVING, however, unto the Grantor, its successors and assigns, a perpetual easement and right-of-way, to be used in common with the Grantee, its successors and assigns, in, on and over three of the existing railroad tracks and related switches which cross over the aforesaid 27.787 and 17.2708 acre tracts and connect with the lands of the Grantor.

Said railroad tracks and switches (as designated on Cyclops Corporation Drawing No. 39944-R dated September 22, 1980) being:

(a) Track No. 16 which enters the easterly part of the aforesaid 17.2708 acre tract from the mainline track of The Baltimore and Ohio Railroad Company, passes through Floodgate No. 14 and continues generally in a westerly-northwesterly direction to a point near the southeast corner of the tract upon which The City of Portsmouth Water Filtration Plant tract is presently situate, where it divides into two tracks, Track No. 16 continuing generally in a westerly direction across River Avenue and the aforesaid 22.787 acre tract to the lands of the Grantor;

(b) Track No. 176 which begins at a point near the southeast corner of the tract upon which The City of Portsmouth Water Filtration Plant is presently situate and continues generally in a northwesterly direction across the aforesaid 17.2708 acre tract and River Avenue to the lands of the Grantor; and

(c) Track No. 131 which begins at the juncture with Track No. 16 in the easterly portion of the aforesaid 17.2708 acre tract and continues generally in a westerly direction across the aforesaid 17.2708 acre tract, River Avenue, the aforesaid 22.787 acre tract to the lands of the Grantor.

It being the intention of the Grantor herein to reserve for itself, its successors and assigns, ingress and egress over the lands of the Grantee to and from the mainline track of The Baltimore and Ohio Railroad Company.

It being understood that the exercise of the rights reserved and retained hereby will not unreasonably interfere with the use by Grantee, its successors and assigns, of the lands subject to the easement and right-of-way hereby reserved and retained.

It being understood further that the railrood tracks subject to the easement and right-of-way hereby reserved and retained will be maintained in good operating condition and repair by Grantor and Grantee, their successors and assigns, the cost and expense of such maintenance to be paid by Grantor and Grantee in proportion of their use of said railroad tracks.

GRANTING to the Grantee, its successors and assigns, a perpetual easement and right-of-way, to be used in common with the Grantor, its successors and assigns, in, on and over six of the existing railroad tracks and related switches which cross over the lands of the Grantor and connect with the westerly part of the aforesaid 22.787 acre tract.

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Said railroad tracks and switches being (as designated on Cyclops Corporation Drawing No. 39944-R, dated September 22, 1980):

(a) Track No. 12, which enters the Grantor's lands at a point on the south line of same approximately one thousand six hundred twenty-seven feet (1,627 ft.) east of the east line of West Avenue and continues generally in an easterly and northeasterly direction across the lands of the Grantor to the junction with Track No. 130;

(b) Track No. 130, which begins at the junction with Track No. 13 and continues generally in an easterly and northeasterly direction across the lands of the Grantor to a point on the west line (near the northwest corner) of the aforesaid 22.787 acre tract;

(c) Track No. 131, which begins at the junction with Track No. 130 and continues generally in an easterly direction to a point on the west line (near the southwest corner) of the aforesaid 22.787 acre tract;

(d) Track No. 132, which begins at the junction with Track Nos. 12 and 130 and continues generally in an easterly-northeasterly direction across the lands of the Grantor to a point on the west line (near the southwest corner) of the aforesaid 22.787 acre tract;

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(e) Track No. 136, which begins at the junction with Track No. 130 and continues generally in a northeasterly direction across the lands of the Grantor to a point on the west line (near the northwest corner) of the aforesaid 22.787 acre tract; and

(f) Track No. 13, which begins at the junction with Track No. 12 and continues generally in an easterly direction across the lands of the Grantor to the junction with Track No. 130.

It being the intention of the Grantor only to provide to the Grantee, its successors and assigns, ingress and egress over the lands of the Grantor to and from the mainline tracks of the Norfolk and Western Railway Company.

It being understood that the exercise of the rights granted hereby will not unreasonably interfere with the use by Grantor, its successors and assigns, of the lands subject to the easement and right-of-way hereby granted.

It being understood further that the railroad tracks subject to the easement and right-of-way hereby granted will be maintained in good operating condition and repair by Grantor and Grantee, their successors and assigns, the cost and expense of such maintenance to be paid by Grantor and Grantee in proportion of their use of said railroad tracks.

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(ROADWAY EASEMENTS)

RESERVING, however, unto the Grantor, its successors and assigns, a perpetual easement and right-of-way to be used in common with the Grantee, its successors and assigns, over and across the aforesaid existing gravel roadway approximately twenty feet (20 ft.) in width which crosses over the aforesaid 22.787 and 17.2708 acre tracts and connects with the lands of the Grantor.

Said roadway entering the aforesaid 22.787 acre tract at a point approximately fifteen feet (15 ft.) north of the point where Track No. 16 (as designated on Cyclops Drawing No. 39944-R dated September 22, 1980) enters said tract and thence continuing generally in an easterly direction across said tract to a point on the east line of said tract and the west line of River Avenue; thence continuing generally in an easterly direction across River Avenue and entering the aforesaid 17.2708 acre tract at a point on the west line of said tract and the east line of River Avenue approximately five feet (5 ft.) north of Track No. 16; thence continuing generally in an easterly direction across the aforesaid 17.2708 acre tract to a point near the southeast corner of that tract upon which The City of Portsmouth Water Filtration Plant is presently situate; thence turning north and continuing generally in a northerly direction parallel with the east line of said Water Filtration Plant tract approximately one hundred seventy-five feet (175 ft.) to a point; thence turning east and continuing generally in an easterly direction parallel and approximately ten feet (10 ft.) south of the north

line of the aforesaid 17.2708 acre tract approximately four hundred and thirteen feet (413 ft.) to a point where said roadway joins the lands of The City of Portsmouth, lying immediately south of the south line of U.S. Route No. 52.

It being the intention of the Grantor to reserve and retain for itself, its successors, assigns, agents, visitors, invitees and licensees, free and unobstructed ingress and egress over and across the lands of the Grantee, to and from the roadway running across the lands of The City of Portsmouth and Grantor's 72.16 acre tract generally known as Fox Hollow.

It being understood that Grantee reserves and retains for itself, its successors and assigns, the right to relocate the aforesaid roadway so long as the ingress and egress as described immediately hereinabove is not adversely affected thereby.

It being understood further than the exercise of the rights reserved and retained hereby will not unreasonably interfere with the use by Grantee, its successors and assigns, of the lands subject to the easement and right of way herein reserved and retained.

It being understood further that the roadway subject to the easement and right-of-way hereby reserved and retained will be maintained in good repair by Grantor and Grantee, their successors and assigns, the cost and expense of such maintenance to be paid by Grantor and Grantee in proportion of their use of said roadway.

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GRANTING to the Grantee, its successors and assigns, a perpetual easement and right-of-way to be used in common with the said Grantor, its successors and assigns, over and across an existing gravel roadway approximately twenty feet (20 ft.) in width.

Said roadway entering the lands of the Grantor at the south end of Taylor Avenue at which point it divides, one part continuing generally in an easterly-northeasterly direction across the lands of the Grantor approximately one hundred and fifty feet (150 ft.) to the northeast corner of the aforesaid .231 acre tract and the other part continuing generally in a westerly-southwesterly direction approximately five hundred and seventy five feet (575 ft.) to the southwest corner of the aforesaid 2.378 acre tract.

It being the intention of the Grantor only to provide the Grantee, its successors, assigns, agents, visitors, invitees, licensees, ingress and egress over and across the lands of Grantor to and from No. 3 substation (located on the aforesaid 0.231 acre tract) and the No. 7 Boiler House (located on the aforesaid 2.378 acre tract).

It being understood that Grantor reserves and retains for itself, its successors and assigns, the right to relocate the aforesaid roadway so long as the ingress and egress as described immediately hereinabove is not adversely affected thereby.

It being understood further that the exercise of the rights granted hereby will not unreasonably interfere with the use by Grantor, its successors and assigns, of the lands subject to the easement and right of way herein granted.

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It being understood further that the roadway subject to the easement and right-of-way hereby granted will be maintained in good repair by Grantor and Grantee, their successors and assigns, the cost and expense of such maintenance to be paid by Grantor and Grantee in proportion of their use of said roadway.

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(CRANE EASEMENT)

RESERVING, however, unto the Grantor, its successors and assigns, a perpetual easement and right of way, in, under, on, across, and over the aforesaid 22.787 acre tract.

Said strip beginning on the north line of the aforesaid 22.787 acre tract at a point seven hundred and fifty feet (750 ft.) east of the northwest corner of said tract; thence south 20° 25' 55" east sixty feet (60 ft.) to a point; thence north 69° 47' 12" east and parallel to the north line nine hundred fifty feet (950 ft.) to a point; thence north 20° 25' 55" west sixty feet (60 ft.) to a point on the north line of said tract; thence south 69° 47' 12" west along the north line nine hundred fifty feet (950 ft.) to the place of beginning.

Together with the right of ingress and egress to enter upon said premises for the operation of the ore yard overhead crane and for the purpose of maintaining, repairing and replacing the foundation of said crane.

It being the intention of the Grantor to reserve and retain for itself, its successors and assigns ingress and egress over the lands and to the airspace of the Grantee for the operation of an ore yard overhead crane and for access to the foundation, supporting walls and rail bed of said crane.

It being understood that the exercise of the rights reserved and retained hereby will not unreasonably interfere with the use by Grantee, its successors and assigns, of the lands subject to the easement and right of way hereby granted.

EXHIBIT N

Patents, patent applications and patent licenses material to operation of the Coke Plant:

None

EXHIBIT O

In early 1979 the plant encountered (according to its analyses) a problem with excessive levels of ammonia being discharged through Outfall No. 002. The problem, although irregular in occurrence and degree, persisted for several months. To correct the problem, the plant's engineers, among other things, modified the blowdown phase of the blast furnace recycle system and took a number of corrective actions at the coke plant to divert permanently the quench water away from the north sewer in the coke plant. These measures succeeded in reducing the amount of ammonia passing through Outfall No. 002, but the problem was not fully resolved until an independent environmental consultant, Betz-Converse-Murdoch, Inc. concluded, after conducting extensive on-site sampling and laboratory analyses, that the plant's analytical techniques were inadequate. Two months later, a second series of samplings and analyses conducted by the consulting firm reconfirmed the previous finding, i.e., that the ammonia discharges were within the limits of the permit.

While Betz-Converse-Murdoch was conducting its first study, Ohio EPA advised the plant that the ammonia problem was being referred

to its Litigation Screening Committee for consideration of enforcement action. The two reports prepared by Betz-Converse-Murdoch were completed and forwarded to Ohio EPA. Nothing further was heard from Ohio EPA on this matter until mid-August, 1980 when Ohio EPA requested a meeting to discuss the ammonia and other alleged violations at the plant during the preceding eighteen months. During that period there were certain incidents when total suspended solids exceeded permit limits for Outfall Nos. 001 (runoff water and non-contact cooling water for compressors in coke plant area), 003 (unrelated to the coke plant) and 601 (blast furnace non-contact cooling water only) and oil and grease exceeded the limits on Outfall Nos. 001 and 003. A meeting was held with Ohio EPA on August 28, 1980, but nothing has been forthcoming from the agency since that date.

On May 21, 1976, United States Environmental Protection Agency (Region V) issued a Notice of Violation (NOV) at Docket No. EPA-5-76-A-47, alleging that the Portsmouth Plant was in violation of certain requirements of the Ohio State Implementation Plan (SIP) for control of particulate emissions, specifically the visible and particulate emissions from various industrial processes at the coke plant. An accompanying letter advised that should the violation continue for another thirty days, enforcement action might be initiated

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by U.S. EPA. Although the NOV is technically pending, no enforcement action has been taken by U.S. EPA with respect to this matter. An operating permit for the coke ovens was issued by Ohio EPA on December 22, 1978.

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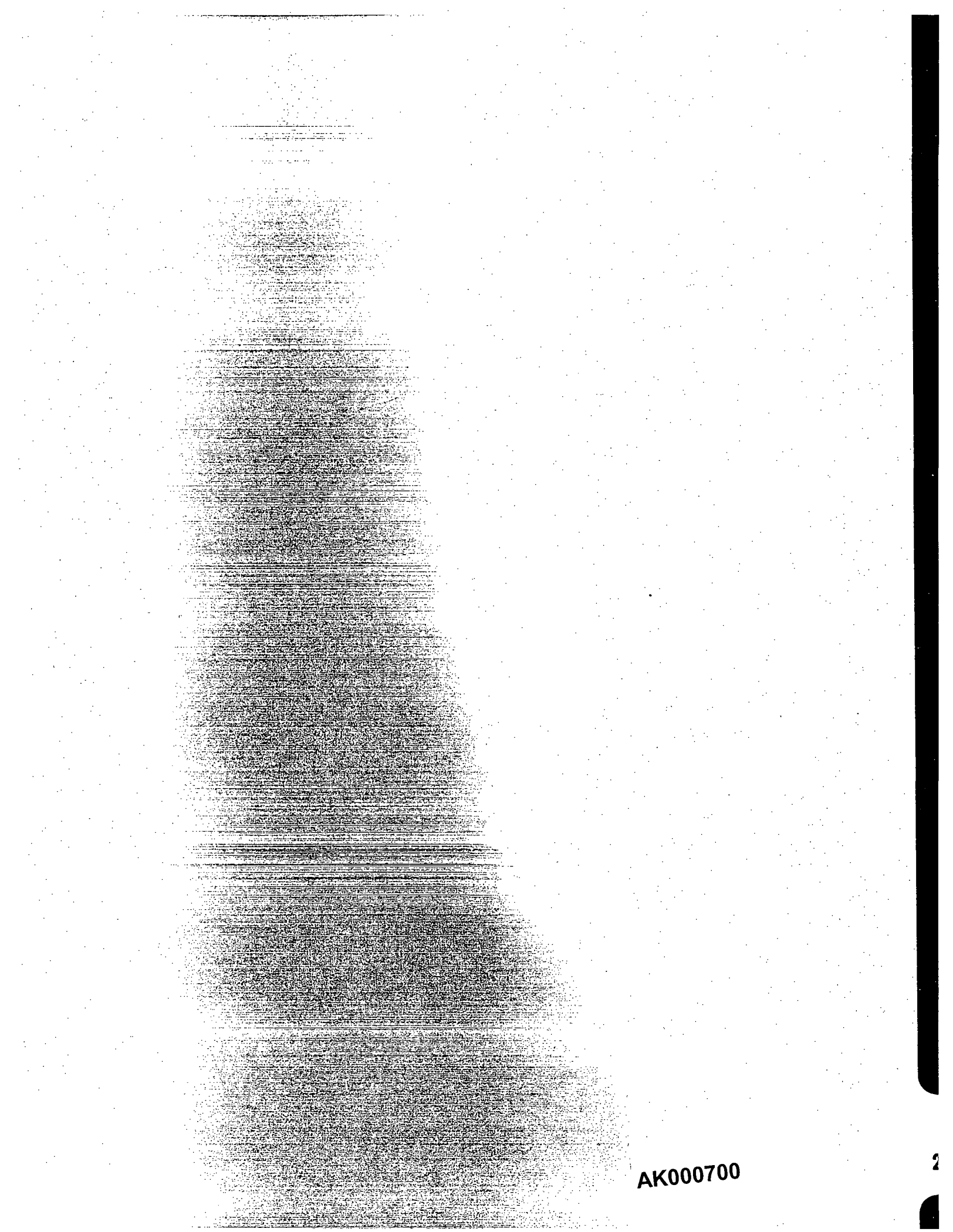

EXHIBIT P

NONE

EXHIBIT Q

NONE

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CYCLOPS CORPORATION

Acquisition of Portsmouth Coke Plant
by New Boston Coke Corporation,
a wholly owned subsidiary of
McLouth Steel Corporation
November 21, 1980

CLOSING DOCUMENTS

Volume II

Kirkpatrick, Lockhart, Johnson
& Hutchison

AK000704

CYLCOPS CORPORATION

Acquisition of Portsmouth Coke Plant by New Boston Coke Corporation, a wholly-owned subsidiary of McLouth Steel Corporation

Closing Documents

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EXHIBIT R

COKE SALE AGREEMENT

This Coke Sale Agreement is made as of the date set forth below by and among CYCLOPS CORPORATION ("Seller"), a Pennsylvania corporation having its chief executive office at 650 Washington Road, Pittsburgh, Pennsylvania 15228, McLOUTH STEEL CORPORATION ("Buyer"), a Michigan corporation having its chief executive office at 300 South Livernois Avenue, Detroit, Michigan 48209, and NEW BOSTON COKE CORPORATION ("New Boston"), an Ohio corporation and a wholly owned subsidiary of Buyer having its chief executive office at 300 South Livernois Avenue, Detroit, Michigan.

WHEREAS, pursuant to the Purchase Agreement ("Purchase Agreement") of even date herewith by and among Seller, Buyer, and New Boston, New Boston is purchasing from Seller certain coke making facilities and other property located in Scioto County, Ohio, more particularly described in the Purchase Agreement and hereinafter referred to as the "Portsmouth Coke Plant"; and

WHEREAS, among the several obligations of Buyer arising under or in connection with the Purchase Agreement are (i) Buyer's purchase from Seller of certain blast furnace coke inventory presently located in Scioto County, Ohio and (ii) Buyer's unconditional guaranty of and suretyship for the full and timely payment and performance of all New Boston's obligations arising under or identified in the Purchase Agreement and certain related agreements and instruments pursuant to the Guaranty Agreement ("Guaranty Agreement") of even date herewith by and between Buyer and Seller;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained and intending to be legally bound hereby, the parties mutually agree as follows:

1. Definitions. As used herein, the terms "Purchase Agreement," "Portsmouth Coke Plant," and "Guaranty Agreement" shall have

the meanings respectively ascribed to such terms in the preamble to this Coke Sale Agreement.

2. Purchase of Coke Inventory. Buyer hereby purchases from Seller and Seller hereby sells to Buyer all blast coke inventory conforming to the quality standards set forth in Paragraph 3 hereinbelow and now located at Seller's steel and coke producing facilities and property in Scioto County, Ohio in the locations designated by cross-hatchings upon the map attached hereto as Exhibit No. 1; provided, however, that the total amount of blast furnace coke inventory that Buyer is obligated to purchase pursuant to this Coke Sale Agreement shall not exceed fifty-four thousand (54,000) net tons. The blast furnace coke inventory purchased and sold pursuant to this Coke Sale Agreement is hereinafter referred to as the "Coke".

3. Quality. Coke to be sold hereunder shall be of blast furnace quality sized 3/4" x 4", with the following analysis:

Fixed Carbon	88% minimum
Ash	10% maximum
Sulphur	1% maximum
Volatile	1.57% maximum
Moisture	6% maximum
Stability	50% minimum

Buyer shall have no obligation to purchase any Coke not conforming to such quality and analysis specifications.

In the event the Buyer shall claim that the Coke or any part thereof fails to conform to the quality and analysis specifications set forth above and if Seller shall dispute such claim, such dispute shall be resolved by application of appropriate tests determined and performed by an independent testing laboratory mutually acceptable to Buyer and Seller. The findings of such independent testing laboratory shall be conclusive and binding upon Buyer and Seller. The costs of such testing shall be borne equally by Buyer and Seller.

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4. Payment Terms.

(A) Buyer shall pay Seller Eighty Dollars ($80.00) per net ton for the Coke, f.o.b. present site as the purchase price for the Coke. The railroad bills of lading shall govern as to weights sold and purchased. Payments will be made twice monthly, on the 10th and 25th day of each month. For Coke removed, consumed, sold or otherwise disposed of by Buyer between the first and 15th day of each month, payment will be made on the 10th day of the following month. For Coke removed, consumed, sold or otherwise disposed of by Buyer between the 16th and the last day of each month, the payment will be made on the 25th day of the following month. However, notwithstanding the foregoing, Buyer shall, irrespective of its actual removal, consumption, sale or other disposition of a lesser quantity of the Coke, pay or have paid to Seller the purchase price attributable to:

(i) At least one-half of the Coke on or before the expiration of six months subsequent to the date hereof, and

(ii) at least three-quarters of the Coke on or before the expiration of nine months subsequent to the date hereof, and

(iii) all of the Coke on or before the expiration of one year subsequent to the date hereof.

(B) All amounts due and to become due from Buyer to Seller pursuant to this Coke Sale Agreement shall be payable at Seller's Empire-Detroit Steel Division office in Mansfield, Ohio.

(C) For purposes of calculating the minimum payments to become due pursuant to Paragraph 4(A), Seller has represented to Buyer that Seller estimates that the quantity of the Coke is 50,865 net tons.

(D) If, upon Buyer's removal, consumption, sale or other disposition of all of the Coke or upon the expiration of one year subsequent to the date hereof, whichever shall first occur, it is determined that the actual total quantity of the Coke conforming to the quality and analysis specifications set forth in Paragraph 3 hereof is greater or less than Seller's estimate of 50,865 net tons, payment shall be adjusted in relation to the actual quantity of the Coke.

5. Seller's Warranties. Seller represents and warrants that its title to the Coke is good, marketable, unencumbered and its transfer rightful. Seller further represents and warrants that it shall preserve such title free from any lien, security interest, or other encumbrance. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OF THE COKE FOR ANY PARTICULAR PURPOSE OR AS TO ITS MERCHANTABILITY, AND THE SELLER DOES NOT OTHERWISE WARRANT THE COKE, EXCEPT AS EXPRESSLY STATED IN THIS COKE SALE AGREEMENT.

6. Risk of Loss, Storage of Coke Inventories; Buyer's Covenants.

(A) All risks of loss of, damage to, or destruction of that portion or those portions of the Coke located upon the property being sold by Seller on the date hereof to New Boston shall pass to Buyer upon the execution of this Coke Sale Agreement. The risk of loss of, damage to, or destruction of that portion or those portions of the Coke located upon property other than that of New Boston shall remain upon Seller, excepting loss, damage or destruction resulting from acts or omissions of Buyer and/or New Boston or their agents. The Coke shall be stored in its location(s) in Scioto County, Ohio without charge to either Seller or Buyer until removed, used, sold, or otherwise disposed of. New Boston agrees to permit Seller to inspect that portion of the Coke located upon New Boston's property at any reasonable time. Seller agrees to provide Buyer with access at any reasonable time or times to those portions of the Coke located upon property other than that of New Boston for purposes of inspection and loading into rail cars. Seller also agrees to provide Buyer the right to use at any reasonable time or times any railroad trackage or roadways necessary or useful in loading and transporting the Coke.

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(B) Buyer will remove all Coke from premises other than New Boston's no later than eighteen (18) months from the date hereof.

7. Security Agreement. Seller shall retain title to the Coke until Buyer has made full payment of the purchase price of the Coke. Seller shall retain a security interest in the Coke to secure (i) the full and timely payment of the purchase price for the Coke; (2) the full and timely payment and performance of all Buyer's and New Boston's several other obligations under this Coke Sale Agreement, the Purchase Agreement and the Guaranty Agreement; and (3) the full reimbursements to Seller of all costs and expenses, including attorney's fees and other legal expenses incurred by Seller in enforcing its rights under this Coke Sale Agreement.

8. Buyer's Warranties, Representations, and Covenants. Buyer warrants and represents that Buyer is justly indebted to Seller for the full purchase price of the Coke and is justly liable to Seller for the full and timely performance of all Buyer's and New Boston's several other obligations arising under or identified in the Purchase Agreement, the Guaranty Agreement, and any other related agreement; and that all material information supplied and statements made by Buyer in any financial, credit, or accounting statement prior to, contemporaneously with or subsequently to the execution of this Coke Sale Agreement are and shall be true, correct, complete, valid, and genuine.

Buyer covenants and agrees (a) to defend at Buyer's own cost any action, proceeding, or claim affecting the Coke except to the extent that such action, proceeding or claim is based principally upon alleged acts or omissions of Seller; (b) to pay reasonable attorney's fees and other expenses incurred by Seller in enforcing its rights after any Event of Default; (c) to pay promptly all taxes, assessments, license and other public or private charges accruing after the date hereof and properly levied or assessed when levied or assessed against the Coke or this Coke Sale Agreement (and this obligation shall survive the termination of this Coke Sale Agreement); (d) to execute all financing statements and other documents that Seller reasonably deems necessary to perfect its security interest in the Coke, and to do everything else necessary or expedient to

preserve or perfect such security interest; (e) that Buyer will not subject the Coke or permit the Coke to be subjected to any lien, security interest, or other encumbrance; and (f) that Seller may enter upon Buyer's premises or New Boston's premises at any reasonable time, upon 48 hours' prior notice to inspect the Coke and Buyer's records pertaining to the Coke, and Buyer shall assist Seller in making such inspection.

9. Events of Default. The following are Events of Default under this Coke Sale Agreement that will allow Seller to take such action under paragraphs 10 and 11 hereof as it deems necessary:

(A) any of the obligations of Buyer and/or New Boston to Seller arising hereunder or under the Purchase Agreement, the Guaranty Agreement, or otherwise is not paid or performed promptly when due;

(B) Buyer and/or New Boston breaches any warranty, representation, covenant, or other provision hereof or of the Purchase Agreement, the Guaranty Agreement, or any related instrument or agreement, and such breach has an adverse effect upon Seller and/or the Coke;

(C) Buyer and/or New Boston becomes insolvent, makes a general assignment for the benefit of its creditors, fails generally to pay its debts as such debts become due, ceases to do business as a going concern or commences proceedings to wind up its affairs or dissolve its corporate existence;

(D) it is determined that Buyer and/or New Boston has given Seller substantially false information regarding its financial condition or any other representation made by Buyer and/or New Boston in connection with this Coke Sale Agreement, the Guaranty Agreement, the Purchase Agreement, or any related

agreement or instrument is determined to be false or materially misleading;

(E) any material part of the Coke for which payment has not been made and as to which Buyer bears the risk of loss is lost or destroyed;

(F) any property of Buyer and/or New Boston is attached and such attachment is not contested by Buyer or New Boston and dissolved within twenty (20) days;

(G) a court having jurisdiction in the premises in respect of Buyer and/or New Boston in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, enters an order or decree granting relief or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or any other similar official for Buyer and/or New Boston or for any substantial part of Buyer's and/or New Boston's property or ordering the winding up or liquidation of Buyer's and/or New Boston's affairs, and such decree or order continues unstayed and in effect for a period of sixty (60) consecutive days; or

(H) Buyer and/or New Boston commences a voluntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, or consents to the entry of an order in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar official for Buyer and/or New Boston or of a substantial part of the property of Buyer and/or New Boston, or the taking of corporate action by Buyer and/or New Boston in furtherance of any of the foregoing.

10. Seller's Remedies Upon Default; Consent to Enter Premises. Upon the occurrence of an event of default and at any time thereafter, Seller shall have all the rights and remedies of a Secured Party under the Ohio Uniform Commercial Code and any other applicable laws, including the right to any deficiency remaining after Seller's sale or other disposition of the Coke, for which deficiency Buyer agrees to remain fully liable. Buyer and New Boston each agree that Seller, by itself or its agent, may without notice to any person and without judicial process of any kind, enter into any premises or upon any land owned, leased or otherwise under the real or apparent control of Buyer, New Boston, or any agent of Buyer where the Coke may be or where Seller believes the Coke may be, and repossess all or any part of the Coke, using all force necessary. Buyer expressly waives all further rights to possession of the Coke after default, and Buyer and New Boston each waive all claims for injuries suffered through or losses caused by such entering and/or repossession. Seller may require Buyer to assemble the Coke and return it to Seller at a place to be designated by Seller that is reasonably convenient to Seller and Buyer.

Seller will give Buyer reasonable notice of the time and place of any public sale of the Coke or of the time after which any private sale of the Coke or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice will be met if such notice is mailed, postage prepaid, to Buyer at its address first shown above (or at such other address as Buyer shall designate in a written notice to Seller) at least ten (10) days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling and the like shall include reasonable attorney's fees and other legal expenses. Buyer acknowledges that Seller's rights are cumulative and not alternative.

11. Seller's Right to Buy at Private Sale. In addition to the foregoing rights and any other rights accorded to Seller by applicable law following an event of default, Seller shall have the option to purchase all or any part of the Coke at one or more private sales at a price or prices equivalent to the fair market value of the Coke so purchased, as determined jointly by Seller and Buyer or by an appraiser or appraisers acceptable to

both Seller and Buyer. In the event that Seller elects to exercise its option under this paragraph and Buyer and Seller fail to agree on a mutually acceptable appraiser or appraisers, Seller and Buyer shall each, within five (5) days after the mailing of written notice from either party to the other, appoint an appraiser to determine the fair market value of such Coke. Within ten (10) days after the appointment of said two appraisers, said two appraisers shall appoint a third appraiser in accordance with the rules of the American Arbitration Association. Within twenty (20) days after the appointment of the third appraiser, the appraisers shall by majority vote determine the fair market value of the Coke that Seller shall have elected to purchase pursuant to this paragraph. Said proceedings shall be conducted in accordance with the rules and regulations of the American Arbitration Association, and all proceedings shall be held in Scioto County, Ohio. In the event that Buyer fails to perform its obligations under this paragraph, Seller may enforce its rights under this paragraph by an action for specific performance in any court of competent jurisdiction, and may at its option petition such court for the appointment by the court of an appraiser or appraisers to determine the fair market value of the Coke that Seller shall have elected to purchase pursuant to this paragraph. Buyer shall be bound by and shall pay any deficiency established by a sale of Coke pursuant to this paragraph, and shall pay all appraisal costs incurred by any person pursuant to this paragraph.

12. Waiver of Defaults; Agreement Inclusive. Seller may in its sole discretion waive a default, or cure, at Buyer's expense, a default. Any such waiver in a particular instance or of a particular default shall not be a waiver of other defaults or the same kind of default at another time. No modifications or change in this Coke Sale Agreement shall bind Seller unless in writing signed by Seller. No oral agreement shall be binding.

13. Miscellaneous. Buyer waives all exemptions to the extent permitted by law. Seller may correct patent errors herein and fill in any blanks herein. This Coke Sale Agreement has been entered into under and pursuant to the laws of the State of Ohio, and for all purposes shall be construed in accordance with said laws. Any provisions hereof contrary to,

prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Buyer acknowledges receipt of an executed copy and waives acceptance hereof. "Buyer" and "Seller" as used in this Coke Sale Agreement include the successors and assigns of those parties.

IN WITNESS WHEREOF, Buyer, Seller, and New Boston each caused this Agreement to be duly executed and delivered by its duly authorized officers in its name and on its behalf this _____ day of _____, 1980.

ATTEST:

_____

Its _____

McLOUTH STEEL CORPORATION

By _____

Its _____

ATTEST:

_____

Its _____

CYCLOPS CORPORATION

By _____

Its _____

ATTEST:

_____

Its _____

NEW BOSTON COKE CORPORATION

By _____

Its _____

EXHIBIT 1

(See envelope at back of volume.)

EXHIBIT S-1

JOINT USE CONTRACT
(Electrical Power)

Agreement made this _____day of _____, 1980, between Cyclops Corporation, incorporated under the laws of the Commonwealth of Pennsylvania, and having its principal office at 650 Washington Road, Pittsburgh, Pennsylvania 15228, hereinafter referred to as the "First Party," and New Boston Coke Corporation, incorporated under the laws of the State of Ohio, and having its principal office at 300 Livernois Avenue, Detroit, Michigan 48209 hereinafter referred to as the "Second Party."

Recitals

1. The First Party, through its Empire-Detroit Steel Division, is the owner of a coke plant and steel mill located in Scioto County, Ohio.

2. The coke plant and the steel mill are served by electrical power transmission systems with certain integrated facilities. Each system consists of individual substations and associated equipment which transmit electrical power through underground transmission lines from the substations to various individual operations and buildings located within the coke plant or steel mill.

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3. The transmission lines of substation Nos. 1, 2 and 3 are interconnected so that electrical power can be transferred from one of them to the remainder of them.

4. The Second Party will purchase from the First Party the coke plant, together with substation Nos. 3, 4 and 6, and other related tracts of real estate.

5. It is the desire of the parties to make full and mutual use of the interconnection of their respective electrical power transmission systems for the interchange of electrical power in emergency situations.

In consideration of the mutual covenants set forth below and of the benefits which will be derived herefrom, the parties, intending to be legally bound hereby, agree as follows:

Section 1 -- Term

This Agreement will become effective on the date hereof, and continue in effect for so long as the interconnected lines remain connected.

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Section 2 -- Essence of Agreement

It is the intent of this Agreement that each party will operate its own independent electrical power transmission system through its respective substations, associated equipment, and transmission lines, but will maintain, however, through its interconnected lines, the capacity to provide electrical power to the other party's electrical power transmission system in the event of a power failure or other emergency situation. It is specifically understood between the parties that this Agreement is to provide electrical power only upon the occurrence of such events and that each party will be fully responsible for otherwise assuring the supply of its own electrical power needs through an individual arrangement with the Ohio Power Company.

Section 3 -- General Conditions

a. Each party will use reasonable diligence and care to maintain and operate the substations, associated equipment and interconnected lines under its control so that they are capable of transmitting emergency electrical power to the other party's electrical power transmission system, and will use all reasonable efforts to maintain said emergency standby capacity at all times.

b. Neither party will disconnect, sever or otherwise alter any extant interconnected line under its control except with the consent thereto of the other party.

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c. Upon ten days' written notice to the other party, a party may, without liability to the other party, temporarily take substations, interconnected lines and associated equipment under its control out of service for maintenance and necessary repairs, for modification or replacement, or for installation of new lines or rental equipment; provided, however, that (i) it shall use all reasonable efforts to minimize the number and duration of such occurrences and (ii) any modified, replaced or new equipment will not thereafter adversely affect such party's ability to perform its obligations hereunder.

d. Neither party will be liable to the other party for any losses or damages which may be occasioned by any partial or complete inability to provide emergency electrical power when the inability is caused by fires, strikes, differences with workmen, riots, floods, lightning, storms, acts of God, civil disturbances, action of public authorities, breakdowns, unavailabilty of workmen, supplies and equipment, cessation of operations, or causes beyond its reasonable control.

e. Each party hereby grants to the other party mutual licenses across their respective tracts for the shared use and operation of interconnected lines.

Section 4 -- Emergency Power

In the event a party suffers a total or partial electrical power failure or incurs an emergency situation which seriously affects its ability to transmit electrical power through its individual transmission system to its operations and buildings, the other party will, after notice thereof, use all reasonable efforts and facilities at its command to furnish emergency electrical power to the other party for such period as is necessary to replace the electrical power lost by such event; provided, however, that the party furnishing such power will not be required to divert electrical power which it would otherwise need at such time for its own operations. The party receiving emergency electrical power will use all reasonable efforts to correct, on an expedited basis, the situation which brought about the need for such power. A charge for emergency electrical power furnished hereunder will be made to the party receiving same, based on the prevailing rate charged therefore by the Ohio Power Company.

Section 5 -- Continuation of Contract

This Agreement will bind and inure to the benefit of the parties hereto, their respective successors, licensees and assigns. This Agreement may be assigned by either party upon written notice to the other party.

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Section 6 -- Termination for Default

Either party may terminate this Agreement if the other party is in material default with respect to its obligations hereunder and such other party does not begin to cure such default (and thereafter diligently prosecute such cure to completion) within twenty (20) days of receipt of written notice thereof. Upon a termination hereunder, this Agreement will become null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement at Portsmouth, Ohio, on the day and year first above written.

CYCLOPS CORPORATION

WITNESSES:

_____ By _____

First Party

_____

NEW BOSTON COKE CORPORATION

_____

By _____

Second Party

_____

AK000727

EXHIBIT S-2

JOINT USE CONTRACT

(RAW WATER)

Agreement made this _____ day of _____, 1980, between CYCLOPS CORPORATION, incorporated under the laws of the Commonwealth of Pennsylvania, and having its principal office at 650 Washington Road, Pittsburgh, Pennsylvania 15228, hereinafter referred to as the "First Party", and NEW BOSTON COKE CORPORATION, incorporated under the laws of the State of Ohio, and having its principal office at 300 South Livernois Avenue, Detroit, Michigan 48209, hereinafter referred to as the "Second Party".

Recitals

1. The First Party, through its Empire-Detroit Steel Division, is the owner of a coke plant and steel mill located in Scioto County, Ohio.

2. The coke plant and the steel mill are served by raw water systems with certain common facilities and features. Each system furnishes untreated water from the Ohio River to various operations and buildings throughout the coke plant or steel mill for purposes of cooling, washing and steam generation.

3. Among the common facilities of the systems are two water intake pipes and a pump house which is located at the north bank of the Ohio River on a 0.27 acre tract owned by the Norfolk and Western Railway Company and

occupied by the First Party (under an easement dated July 1, 1960, and recorded in Deed Book Vol. 499, Page 585, of the Deed Records of Scioto County, Ohio).

4. The pump house contains four Peerless electric pumps which may be operated independently of each other. The pumps are controlled either at a remote electrical switchboard located in substation No. 3 (located on a tract to be conveyed to the Second Party), or manually by controls in the pump house. Electric power for operation of the pumps is supplied from substation No. 4 (located on a tract to be conveyed to the Second Party).

5. From the pump house water is pumped through a single sixty-six inch pipe, which together with electrical and control conduits, runs through a ninety-four inch steel tunnel passing under the parallel tracks of the Norfolk and Western Railway Company and The Baltimore and Ohio Railroad Company and a floodwall before entering the coke plant premises (located on a tract to be conveyed to the Second Party). There the sixty-six inch pipe branches into separate raw water supply systems. (The water intake pipes, pumphouse, sixty-six inch pipe and ninety-four inch tunnel hereinafter will be referred to as "Common Facilities".)

6. The eastern extension of the sixty-six inch pipe serves the coke plant premises and the No. 7 Boiler House (located on a tract to be conveyed to the Second Party), and the western extension serves the steel mill (located on tracts owned by the First Party).

7. The aforesaid eastern and western extensions are interconnected, however, so that in the event of an interruption of water flow in

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certain segments of each party's individual raw water supply system, raw water may be rerouted through the raw water supply system of the unaffected party in order to bypass the adversely affected segment.

8. The Second Party has purchased from the First Party the coke plant, together with the substations Nos. 3, 4 and 6, and two of the four raw water pumps (Pumps Nos. 1 and 3) located in the pump house.

9. It is the desire of the parties to make full and mutual use of the interconnection of their undivided raw water supply systems for the rerouting of raw water in emergency situations, to have access to use of the Common Facilities on a shared basis and to furnish each other with certain service and assistance to operate their respective pumps.

In consideration of the mutual covenants set forth below and of the benefits which will be derived herefrom, the parties, intending to be legally bound hereby, agree as follows:

Section 1 -- Term

This Agreement will become effective the date hereof and continue in effect so long as the Common Facilities and interconnected pipes remain connected.

Section 2 -- Essence of the Agreement

It is the intent of this Agreement that each party will operate its own individual water pumps and raw water supply system, but will mutually

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share with the other party the Common Facilities for the flow of water to their individual raw water supply systems. In addition, it is further intended that each party will maintain, through its interconnected pipes, the capacity to provide raw water to the other party's raw water supply system in the event of a waterline break or other emergency situation.

Section 3 -- General Conditions

a. Each party will use reasonable diligence and care to maintain and operate the interconnected pipes and related equipment under its control so that they are capable of transporting emergency raw water to the other party's raw water supply system, and will use all reasonable efforts to maintain said emergency standby capacity at all times.

b. Neither party will disconnect, sever or otherwise alter any extant interconnected pipe under its control or any of the Common Facilities except with the consent thereto of the other party.

c. Upon ten days' written notice to the other party, a party may, without liability to the other party, temporarily take interconnected pipes and related equipment under its control out of service for maintenance and necessary repairs, for modification or replacement, or for installation of new pipes or related equipment; provided, however, that (i) it shall use all reasonable efforts to minimize the number and duration of such occurrences and (ii) any modified, replaced or new equipment will not thereafter adversely affect such party's ability to perform its obligations hereunder.

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d. Neither party will be liable to the other party for any losses or damages which may be occasioned by any partial or complete inability to provide emergency water when such inability is caused by fires, strikes, differences with workmen, riots, floods, lighning, storms, acts of God, civil disturbances, action of public authorities, breakdowns, unavailability of workmen, supplies and equipment and cessation of operations or causes beyond its reasonable control.

e. Each party hereby grants to the other party mutual licenses across their respective tracts for the shared use and operation of the Interconnected pipes and Common Facilities.

f. Each party will share the costs and expenses of operating, maintaining, repairing and replacing the Common Facilities. The allocation between the parties of the costs and expenses will be based on each party's proportionate use of such facilities as determined by the extent of the operation of its water pumps in the pump house at the time such costs and expenses are incurred.

g. The Second Party will, at the prevailing rate charged therefor by the Ohio Power Company, furnish to the First Party from substation No. 4 all of the electrical power required to operate the First Party's water pumps (in the pump house).

Section 4 -- Emergency Water

In the event a party suffers a total or partial waterline break or incurs an emergency situation which seriously affects its ability to transport

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raw water through its individual raw water supply system to its operations and buildings, the other party will, after notice thereof, use all reasonable efforts and facilities at its command to furnish emergency water to the other party for such period as is necessary to replace the raw water lost by such event; provided, however, that the party furnishing such water will not be required to divert raw water which it would otherwise need at such time for its own operations. The party receiving emergency water will use all reasonable efforts to correct, on an expedited basis, the situation which brought about the need for such water. A charge for emergency water furnished hereunder will be made to the party receiving same, based upon actual costs incurred in furnishing the emergency water.

Section 5 -- Monitoring of Raw Water Intake

The Second Party will monitor the quantity and quality of raw water entering the Common Facilities in strict accordance with all applicable environmental laws, regulations and other requirements and, if requested by the First Party, will report the data derived therefrom in writing to the First Party within five (5) days of its receipt. When monitoring data is provided to the First Party, the costs involved in such monitoring and reporting will be shared by the parties on the same basis as described in Section 3(f). In the event the Second Party permanently ceases use of the Common Facilities, the First Party will assume responsibility for monitoring the raw water entering same.

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Section 6 -- Continuation of Contract

This Agreement will bind and inure to the benefit of the parties, their respective successors, licensees and assigns. This Agreement may be assigned by either party upon written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement at Portsmouth, Ohio, on the day and year first above written.

CYCLOPS CORPORATION

WITNESSES:

_____

By_____
First Party

_____

NEW BOSTON COKE CORPORATION

_____

By_____
Second Party

_____

AK000735

cyclops CORPORATION

650 WASHINGTON ROAD, PITTSBURGH, PENNSYLVANIA 15228

ROBERT A. KUSHNER
VICE PRESIDENT AND
GENERAL COUNSEL

November 21, 1980

McLouth Steel Corporation
300 S. Livernois Avenue
Detroit, Michigan 48209

and

New Boston Coke Corporation
c/o McLouth Steel Corporation
300 S. Livernois Avenue
Detroit, Michigan 48209

Gentlemen:

I am Vice President, Secretary and General Counsel of Cyclops Corporation, a Pennsylvania corporation (the "Company"), and in such capacity render this opinion to you pursuant to Section 13(A) of the Purchase Agreement dated as of November 1980, by and among the Company and each of you (the "Agreement").

I have examined executed copies of the Agreement, as well as of the Coke Sale Agreement and the Joint Use Contracts (as such terms are defined in the Agreement); the Articles of Incorporation, as amended, of the Company; the By-Laws of the Company as in effect on the date hereof; and have reviewed the corporate action taken by the Company's Board of Directors in connection with the execution of the Agreement, the Coke Sale Agreement and the Joint Use Contracts. Additionally, I have reviewed such other documents, corporate records and actions as I have deemed necessary or appropriate for the purpose of rendering this opinion.

On the basis of the foregoing, I am of the opinon that:

1. The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the Commonwealth of Pennsylvania.

McLouth Steel Corporation

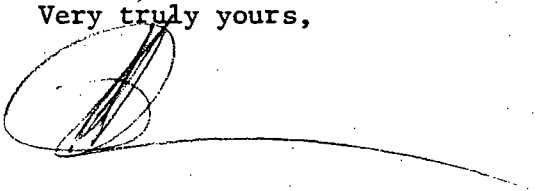
and

New Boston Coke Corporation

2. The Company is duly authorized under its Articles of Incorporation, as amended, and under applicable laws, to execute, deliver and perform the Agreement, the Coke Sale Agreement, and the Joint Use Contracts, in accordance with their terms; the execution, delivery and performance of the Agreement, the Coke Sale Agreement, and the Joint Use Contracts by the Company have been duly authorized by all necessary corporate action; and the Agreement, the Coke Sale Agreement, and the Joint Use Contracts constitute legal, valid and binding obligations of the Company, enforceable in accordance with their respective terms except as may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to or affecting the enforcement of creditors' rights generally and by general equitable principals relating to specific performance.

3. The execution, delivery and performance of the Agreement, the Coke Sale Agreement, and the Joint Use Contracts will not result in any violation of or be in conflict with any terms of the Articles of Incorporation, as amended, or the By-Laws of the Company.

Very truly yours,



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Cyclops Corporation, of Pittsburgh, Pennsylvania, a Pennsylvania corporation, the GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, received to its full satisfaction of New Boston Coke Corporation, an Ohio corporation, the GRANTEE, does GIVE, GRANT, BARGAIN, SELL and CONVEY with general warranty covenants unto the said GRANTEE, its successors and assigns, the following described premises, situated in the Village of New Boston and the City of Portsmouth, County of Scioto and State of Ohio, and more particularly described as follow:

TRACT ONE: Situate in Section 12, Village of New Boston, Scioto County, Ohio, and being part of Parcel No. 1 included in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589 of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at a concrete monument at the intersection of the corporation line between the Village of New Boston and the City of Portsmouth with the Northerly right-of-way line of the Baltimore and Ohio Railroad Company; thence, from the beginning point and with the corporation line, N. 10 deg. 21' 20" W., passing an iron pin at 401.64 feet a total distance of 519.64 feet to an iron pin; thence, leaving the corporation line N. 85 deg. 21' 20" W., a distance of 69.00 feet to an iron pin; thence, S. 88 deg. 38' 40" W., a distance of 123.00 feet to an iron pin; thence, S. 85 deg. 46' 51" W., a distance of 62.79 feet to an iron pin; thence, S. 10 deg. 10' 06" E., a distance of 205.47 feet to an iron pin; thence, S. 69 deg. 47' 12" W., a distance of 2225.25 feet to a concrete monument; thence S. 20 deg. 25' 55" E., a distance of 382.91 feet to a concrete monument set in the Northerly right-of-way line of the aforementioned Baltimore and Ohio Railroad; thence, with the said right-of-way the following 5 calls: thence, N. 69 deg. 34' 05" E., a distance of 709.84 feet to an iron pin; thence, N. 69 deg. 50' 59" E., a distance of 337.13 feet to an iron pin; thence N. 75 deg. 34' 28" E., a distance of 140.35 feet to an iron pin; thence, N. 70 deg. 01' 41" E., a distance of 212.08 feet to a concrete monument; thence N. 69 deg. 47' 31" E., a distance of 1011.35 feet to the place of beginning and containing 22.787 acres.

TRACT TWO: Situate in the City of Portsmouth, Scioto County, Ohio, partially in Section 12 and partially in Section 7 and being part of Parcel 1 and all of Parcels 13 and 16 included in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, page 589 of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at a concrete monument set in the Northerly right-of-way line of the Baltimore and Ohio Railroad Company from which the City of Portsmouth corporation line bears, S. 69 deg. 51'

22" W., a distance of 30.44 feet; thence, from the beginning point, N. 69 deg. 52' 52" E., a distance of 1865.59 feet to a concrete monument; thence, N. 70 deg. 51' 04" E., a distance of 49.22 feet to an iron pin; thence, N. 70 deg. 12' 25" E., a distance of 226.84 feet to a concrete monument set in the dividing line between Sections 12 and 7; thence, with the dividing line N. 5 deg. 00' 55" E., a distance of 30.19 feet to an iron pin; thence, N. 80 deg. 02' 00" E., a distance of 426.90 feet to an iron pin; thence N. 84 deg. 03' 00" E., a distance of 204.53 feet to an iron pin; thence, leaving the aforementioned railroad right-of-way N. 5 deg. 50' 00" W., a distance of 15.00 feet to an iron pin; thence, S. 84 deg. 03' 00" W., a distance of 196.46 feet to an iron pin; thence, S. 80 deg. 02' 00" W., a distance of 431.81 feet to an iron pin in the aforementioned dividing line between Sections 12 and 7; thence, S. 76 deg. 39' 19" W., a distance of 25.78 feet to an iron pin; thence, N. 13 deg. 57' 58" W., a distance of 4.89 feet to an iron pin; thence S. 76 deg. 39' 19" W., a distance of 175.61 feet to an iron pin; thence S. 72 deg. 50' 04" W., a distance of 0.56 feet to an iron pin; thence, S. 14 deg. 28' 23" E., a distance of 5.10 feet to an iron pin; thence, S. 72 deg. 38' 04" W., a distance of 206.59 feet to an iron pin in the east line of the aforementioned Parcel No. 16; thence, with the East line, N. 17 deg. 13' 48" W. a distance of 4.60 feet to an iron pin; thence, N. 6 deg. 54' 20" E., a distance of 104.00 feet to an iron pin in the Northeast corner of said parcel and also being in the South right-of-way line of U. S. Route 52; thence, with the right-of-way and with the North line of said parcel N. 86 deg. 47' 33" W., a distance of 217.04 feet to an iron pin; thence, N. 86 deg. 13' 23" W., a distance of 72.24 feet to an iron pin; thence, S. 89 deg. 21' 17" W., a distance of 213.95 feet to an iron pin in the Northwest corner of Parcel No. 16 and the Northeast corner of Parcel No. 13; thence, with the North line of Parcel 13 and continuing with the South right-of-way of U. S. Route 52, S. 78 deg. 56' 03" W. a distance of 138.56 feet to an iron pin; thence, S. 89 deg. 21' 16" W., a distance of 89.00 feet to an iron pin in the Northwest corner of said Parcel 13; thence, continuing with the right-of-way of U. S. Route 52, N. 1 deg. 42' 30" W., a distance of 77.83 feet to an iron pin; thence, S. 80 deg. 57' 39" W., a distance of 243.73 feet to an iron pin; thence, S. 80 deg. 23' 07" W., a distance of 184.03 feet to a concrete monument set at the Northeast corner of a 1.145 acre tract deeded to the City of Portsmouth by Detroit Steel Corporation and recorded in Volume 605, Page 502, Scioto County Record of Deeds; thence, with the East line of said tract, S. 5 deg. 35' 15" E., a distance of 191.81 feet to an iron pin set at the Southeast corner of said tract; thence, with the South line, S. 84 deg. 24' 30" W., passing the Southwest corner of the 1.145 acre tract at 252.89 feet a total distance of 598.89 feet to an iron pin, said pin being 30.00 feet Easterly measured at right angles from the aforementioned City of Portsmouth corporation line; thence, parallel with the line, S. 10 deg. 21' 20" E., a distance of 533.89 feet to the place of beginning and containing 17.2708 acres, more or less, being all of Parcel 13 (1.2803 acres), all of Parcel No. 16 (2.1450 acres), and 13.8455 acres of Parcel No. 1.

TRACT THREE: Situate in Section 12, Township 1-N, Range 21-W, Village of New Boston, Scioto County, Ohio, and being part of Parcels Numbers 1, 7 and 8 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589 of the Scioto County Deed Records and part of a 0.037 acre portion of Taylor Avenue vacated by the Village of New Boston by Ordinance No. 2819 dated November 6, 1980, and recorded in Volume 739, Page 349 of the Scioto County Deed Records, and being more particularly bounded and described

as follows:

Beginning at a railroad spike on the Westerly right-of-way line of Taylor Avenue at the Northeast corner of Lot 49 in Lakeside Addition (now partially vacated) to the Village of New Boston as shown on the plat of said addition as recorded in Volume 2A, page 133 of the Scioto County Plat Records; thence, along said right-of-way South 0 deg. 51' 02" East, a distance of 16.17 feet to a railroad spike and the true place of beginning; thence, N. 78 deg. 15' 59" East, a distance of 7.70 feet to a railroad spike; thence South 11 deg. 51' 21" East, a distance of 252.67 feet to an iron pin; thence South 77 deg. 00' 14" West, a distance of 96.90 feet to an iron pin; thence, South 88 deg. 51' 29" West, a distance of 457.41 feet to an iron pin; thence, North 31 deg. 33' 17" East, a distance of 198.76 feet to a railroad spike; thence, North 72 deg. 13' 03" E. a distance of 247.55 feet to a railroad spike; thence, North 78 deg. 15' 59" East, a distance of 155.78 feet to the true place of beginning, containing 2.378 acres, more or less.

TRACT FOUR: Situate in Section 12, Township 1-N, Range 21-W, Village of New Boston, Scioto County, Ohio, and being part of Parcel No. 1 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589, of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at an iron pin on the Southerly right-of-way line of U. S. Route 52 and also on the property line between Cyclops Corporation and Alex B. Fisher (recorded in Volume 456, page 21); thence, with the following three calls along said right-of-way: North 88 deg. 53' 11" East, a distance of 88.42 feet to an iron pin; South 82 deg. 01' 08" East, a distance of 28.84 feet to a steel fence post; and North 84 deg. 02' 58" East, a distance of 37.84 feet to an iron pin; thence, South 6 deg. 02' 16" East, a distance of 60.05 feet to a railroad spike; thence, South 83 deg. 53' 40" West, a distance of 154.03 feet to an iron pin on the aforementioned property line; thence, along said property line, North 5 deg. 57' 02" West, a distance of 74.86 feet to the original place of beginning, containing 0.237 acres, more or less.

Survey made by Timothy A. Thoroughman, R.S. #5589, September 26, October 13 and November 12, 1980, Tracts 1 through 4.

And all buildings, improvements and fixtures, appurtenances, tenements, hereditaments and other easements, privileges and rights belonging to or benefiting the above parcels or any part thereof, including without limitation the easement from the City of Portsmouth, Ohio, to Cyclops Corporation, Empire-Detroit Steel Division, dated July 26, 1976, and recorded in Deed Book Vol. 682, page 714, for among other things construction of a tar loading dock facility and agreement between Detroit Steel Corporation and the Baltimore and Ohio Railroad Company dated November 9, 1964, for establishing a common boundary line and other purposes, and the easement from The City of Portsmouth, Ohio, to Cyclops Corporation, Empire-Detroit Steel Division, dated November 18, 1980, and recorded in Deed Book Vol. 739, page 611, for the purpose of constructing, operating and maintaining railroad tracks, roadways, pathways, electric wires, overhead trestles, conveyors and utilities over a thirty foot wide parcel of real estate running from the City of Portsmouth Water Filtration Plant to the Ohio River.

RESERVING, however, unto the Grantor, its successors and assigns, a perpetual easement and right-of-way, in, under, on, across and over the aforesaid 22.787 tract.

Said strip beginning on the north line of the aforesaid 22.787 acre tract at a point seven hundred and fifty feet (750 ft.) east of the northwest corner of said tract; thence south 20 deg. 25' 55" east sixty feet (60 ft.) to a point; thence north 69 deg. 47' 12" east and parallel to the north line nine hundred fifty feet (950 ft.) to a point; thence north 20 deg. 25' 55" west sixty feet (60 ft.) to a point on the north line of said tract; thence south 69 deg. 47' 12" west along the north line nine hundred fifty feet (950 ft.) to the place of beginning.

Together with the right of ingress and egress to enter upon said premises for the operation of the ore yard overhead crane and for the purpose of maintaining, repairing and replacing the foundation of said crane.

It being the intention of the Grantor to reserve and retain for itself, its successors and assigns, ingress and egress over the lands and to the airspace of the Grantee for the operation of an ore yard overhead crane and for access to the foundation, supporting walls and rail bed of said crane.

It being understood that the exercise of the rights reserved and retained hereby will not unreasonably interfere with the use by Grantee, its successors and assigns, of the lands subject to the easement and right-of-way hereby granted.

RESERVING, however, unto the Grantor, its successors and assigns, a perpetual easement and right-of-way to be used in common with the Grantee, its successors and assigns, over and across the aforesaid existing gravel roadway approximately twenty feet (20 ft.) in width which crosses over the aforesaid 22.787 and 17.2708 acre tracts and connects with the lands of the Grantor.

Said roadway entering the aforesaid 22.787 acre tract at a point approximately fifteen feet (15 ft.) north of the point where Track No. 16 (as designated on Cyclops Drawing No. 39944-R dated September 22, 1980) enters said tract and then continuing generally in an easterly direction across said tract to a point on the east line of said tract and the west line of a thirty foot strip of land owned by the City of Portsmouth, Ohio, more particularly described in a perpetual easement granted to Cyclops Corporation, Empire-Detroit Steel Division, by the City of Portsmouth, Ohio, recorded in Deed Book Vol. 739, Page 611; thence continuing generally in an easterly direction across said thirty foot strip of land and entering the aforesaid 17.2708 acre tract at a point on the west line of said tract and the east line of said thirty foot strip of land owned by the City of Portsmouth, Ohio, approximatey five feet (5 ft.) north of Track No. 16; thence continuing generally in an easterly direction across the aforesaid 17.2708 acre tract to a point near the southeast corner of that tract upon which The City of Portsmouth Water Filtration Plant is presently situate; thence turning north and continuing generally in a northerly direction parallel with the east line of said Water Filtration Plant tract approximately one hundred seventy-five feet (175 ft.) to a point; thence turning east and continuing generally in an easterly direction parallel and approximately ten feet (10 ft.) south of the north line of the aforesaid 17.2708 acre tract approximately four hundred and thirteen feet (413 ft.) to a point where said roadway joins the lands of The City of Portsmouth, lying immediately south of the south line of U. S. Route No. 52.

It being the intention of the Grantor to reserve and retain for itself, its successors, assigns, agents, visitors, invitees and licensees, free and unobstructed ingress and egress over and across the lands of the Grantee, to and from the roadway running across the lands of The City of Portsmouth and into Grantor's 72.16 acre tract generally known as Fox Hollow.

It being understood that Grantee reserves and retains for itself, its successors and assigns, the right to relocate the aforesaid roadway so long as the ingress and egress as described immediately hereinabove is not adversely affected thereby.

It being understood further that the exercise of the rights reserved and retained hereby will not unreasonably interfere with the use by Grantee, its successors and assigns, of the lands subject to the easement and right of way herein reserved and retained.

It being understood further that the roadway subject to the easement and right-of-way reserved and retained will be maintained in good repair by Grantor and Grantee, their successors and assigns, the cost and expense of such maintenance to be paid by Grantor and Grantee in proportion of their use of said roadway.

GRANTING to the Grantee, its successors and assigns, a perpetual easement and right-of-way to be used in common with the said Grantor, its successors and assigns, over and across an existing gravel roadway approximately twenty feet (20 ft.) in width.

Said roadway entering the lands of the Grantor at the south end of Taylor Avenue at which point it divides, one part continuing generally in an easterly-northeasterly direction across the lands of the Grantor approximately four hundred feet (400 ft.) to the northeast corner of the aforesaid .237 acre tract and the other part continuing generally in a westerly-southwesterly direction approximately five hundred and seventy-five feet (575 ft.) to the southwest corner of the aforesaid 2.378 acre tract.

It being the intention of the Grantor only to provide the Grantee, its successors, assigns, agents, visitors, invitees, licensees, ingress and egress over and across the lands of Grantor to and from No. 3 substation (located on the aforesaid 0.237 acre tract) and the No. 7 Boiler House (located on the aforesaid 2.378 acre tract).

It being understood that Grantor reserves and retains for itself, its successors and assigns, the right to relocate the aforesaid roadway so long as the ingress and egress as described immediately hereinabove is not adversely affected thereby.

It being understood further that the exercise of the rights granted hereby will not unreasonably interfere with the use by Grantor, its successors and assigns, of the lands subject to the easement and right-of-way herein granted.

It being understood further that the roadway subject to the easement and right-of-way hereby granted will be maintained in good repair by Grantor and Grantee, their successors and assigns, the cost and expense of such maintenance to be paid by Grantor and Grantee in proportion of their use of said roadway.

RESERVING, however, unto the Grantor, its successors and assigns, a perpetual easement and right-of-way, to be used in common with Grantee, its successors and assigns, in, on and under the aforesaid 22.787 acre tract;

(a) two strips of ground each fifteen feet (15 ft.) in width, in the center of which is an extant raw water line, one such strip which begins on the south line (near the southwest corner) of the aforesaid 22.787 acre tract and continues generally in a northerly direction approximately seventy feet (70 ft.) to a point, and the other such strip, the southerly boundary of which begins on the westerly boundary of the strip described immediately above in this paragraph at a point approximately fifty-seven and five tenths feet (57.5 ft.) north of the south line of the aforesaid 22.787 acre tract and continues generally in a westerly direction to the west line of said tract where it enters the lands of the Grantor.

It being the intention of the Grantor to reserve and retain for itself, its successors and assigns, a free and unobstructed right to install, operate, maintain, repair, replace and remove an underground raw water line (and related equipment and facilities) running across the aforesaid 22.787 acre tract to the lands of the Grantor.

It being understood that the exercise of the rights reserved and retained hereby will not unreasonably interfere with the use by Grantee, its successors and assigns, of the lands subject to the easement and right-of-way hereby reserved and retained.

It being understood further that Grantor, its successors and assigns, shall promptly make, at its cost and expense, all repairs and reconstruction and restoration of the lands subject to the easement and right-of-way reserved and retained hereby, and the improvements thereon, necessitated by the exercise of the rights reserved and retained hereby.

GRANTING to the Grantee, its successors and assigns, perpetual easements and rights-of-way to be used in common with the Grantor, its successors and assigns, in, over and under the following lands of the Grantor, to-wit:

(a) a strip of ground approximately one hundred sixty feet (160 ft.) in width, the westerly boundary of which begins on the north line of the aforesaid 22.787 acre tract at a point five hundred thirty-eight feet (538 ft.) from the northwest corner of said tract and continues generally in a northerly direction across the lands of the Grantor to points where the westerly boundary of said strip intersects the south line of the aforesaid 2.378 acre tract at a point forty feet (40 ft.) from the southeast corner of said tract and the easterly boundary of said strip intersects the north line of the lands of the Grantor at the boundary of said lands with the south line of lands owned by Alex Fisher.

It being the intention of the Grantor only to provide the Grantee, its successors and assigns, with a nonexclusive right to install, operate, maintain, repair and remove the underground electrical conduits, a storm sewer line, raw water line, coke gas line and steam line running between the 22.787 acre tract and the 2.378 acre tract.

(b) three strips of ground each fifteen feet (15 ft.) in width, in the center of which is an extant municipal water line, one such strip beginning on the south line of Gallia Street and continuing generally in a southerly direction along the west line of Taylor Avenue to the east line (near the northeast corner) of the aforesaid 2.378 acre tract, one such strip beginning on the south line of Gallia Street and continuing generally in a southerly, then northwesterly direction parallel with the south line of Gallia Street to the east line (near the northeast corner) of the aforesaid 0.237 acre tract, and one such strip beginning on the west line of the thirty foot (30 ft.) strip of ground owned by the City of Portsmouth, Ohio, running along the corporation line between the

City of Portsmouth and the Village of New Boston and continuing generally in a southerly direction along the west line of said thirty foot (30 ft.) strip to the east line (near the southeast corner) of the aforesaid 22.787 acre tract.

It being the intention of the Grantor only to provide the Grantee, its successors and assigns with a nonexclusive right to install, operate, maintain, repair, replace and remove underground water lines originating at points outside of the Grantor's lands and then entering and running across the Grantor's lands to the aforesaid 2.378 acre tract, 0.237 acre tract and 22.787 acre tract.

(c) three strips of ground each fifteen feet (15 ft.) in width, in the center of which is an extant natural gas line, one such strip beginning at Grace Street and Ohio Avenue and continuing generally in an easterly, then northeasterly direction to the south line (near the southwest corner) of the aforesaid 2.378 acre tract, one such strip beginning on the south line of Gallia Street and continuing generally in a southeasterly, then southerly direction along the west line of Taylor Avenue to the north line (near the northeast corner) of the aforesaid 2.378 acre tract, and one such strip beginning on the south line of Gallia Street and continuing generally in a southerly direction parallel to the west line of the thirty foot (30 ft.) strip of land owned by the City of Portsmouth, Ohio, to the north line (near the northeast corner) of the aforesaid 22.787 acre tract.

It being the intention of the Grantor only to provide the Grantee, its successors and assigns, with a nonexclusive right to install, operate, maintain, repair, replace and remove underground natural gas lines originating at points outside of the Grantor's lands, and then entering and running across the Grantor's lands to the aforesaid 2.378 acre tract and 22.787 acre tract.

(d) a strip of ground fifteen feet (15 ft.) in width, in the center of which is an extant sanitary sewer line, beginning on the east line (near the northeast corner) of the aforesaid 2.378 acre tract and continuing generally in a southerly, then southeasterly, then easterly and then southeasterly direction to the north line of the aforesaid 22.787 acre tract.

It being the intention of the Grantor only to provide the Grantee, its successors and assigns, with a nonexclusive right to install, operate, maintain, repair, replace and remove a sanitary sewer line running between the aforesaid 2.378 acre tract and the aforesaid 22.787 acre tract.

(e) a strip of ground fifteen feet (15 ft.) in width, in the center of which is an extant storm sewer, which begins on the south line (near the southeast corner) of the aforesaid 2.378 acre tract and continuing generally in a southwesterly, then southerly direction to a point on the south line of Grantor's lands at a point where the easterly boundary of such strip is approximately four hundred and forty feet (440 ft.) from the southwest corner of the aforesaid 22.787 acre tract.

It being the intention of the Grantor only to provide the Grantee, its successors and assigns, with a nonexclusive right to install, operate, maintain, repair, replace and remove an underground storm sewer line running from the aforesaid 2.378 acre tract to Outfall No. 002.

(f) a strip of ground fifteen feet (15 ft.) in width, in the center of which is an extant underground electrical power line and conduit, which begins on the south line (near the midpoint) of the aforesaid 0.237 acre tract and continues generally in a southwesterly, then westerly direction to a point on the east line (near the northeast corner) of the

aforesaid 2.378 acre tract.

It being the intention of the Grantor only to provide the Grantee, its successors and assigns, with a nonexclusive right to install, operate, maintain, repair, replace and remove an underground electrical power line and conduit running from the aforesaid 0.237 acre tract to the aforesaid 2.378 acre tract.

Together with the right of reasonable ingress and egress over and across the other lands of the Grantor to enter upon the premises hereby granted for the purpose of installing, operating, maintaining, repairing, replacing and removing underground electrical lines and conduits, a sanitary sewer line, a raw water line, municipal water lines, a coke gas line, natural gas lines and a steam line as hereinabove permitted.

Subject always, however, to the terms and conditions of any and all joint use agreements which Grantor and Grantee, and their successors and assigns may enter into with respect to the utility service lines described above.

It being understood that the exercise of the rights granted hereby will not unreasonably interfere with the use by Grantor, its successors and assigns, of the lands subject to the easements and rights-of-way hereby granted.

It being understood further that Grantee, its successors and assigns, shall promptly make, at its cost and expense, all repairs to and reconstruction and restoration of the lands subject to the easements and rights-of-way granted hereby, and the improvements thereon, necessitated by the exercise of the rights hereby granted.

RESERVING, however, unto the Grantor, its successors and assigns, a perpetual easement and right-of-way, to be used in common with the Grantee, its successors and assigns, in, on and over three of the existing railroad tracks and related switches which cross over the aforesaid 22.787 and 17.2708 acre tracts and connect with the lands of the Grantor.

Said railroad tracks and switches (as designated on Cyclops Corporation Drawing No. 39944-R dated September 22, 1980) being:

(a) Track No. 16 which enters the easterly part of the aforesaid 17.2708 acre tract from the mainline track of The Baltimore and Ohio Railroad Company, passes through Floodgate No. 14 and continues generally in a westerly-northwesterly direction to a point near the southeast corner of the tract upon which The City of Portsmouth Water Filtration Plant tract is presently situate, where it divides into two tracts, Track No. 16 continuing generally in a westerly direction across the thirty foot (30 ft.) strip of land owned by The City of Portsmouth, Ohio, which runs from the City Water Filtration Plant to the Ohio River, and the aforesaid 22.787 acre tract to the lands of the Grantor;

(b) Track No. 176 which begins at a point near the southeast corner of the tract upon which The City of Portsmouth Water Filtration Plant is presently situate and continues generally in a northwesterly direction across the aforesaid 17.2708 acre tract and the thirty foot (30 ft.) strip of land owned by The City of Portsmouth, Ohio, to the lands of the Grantor; and

(c) Track No. 131 which begins at the juncture with Track No. 16 in the easterly portion of the aforesaid 17.2708 acre tract and continues generally in a westerly direction across the aforesaid 17.2708 acre tract, and the thirty foot (30 ft.) strip of land owned by The City of Portsmouth, Ohio, the aforesaid 22.787 acre tract to the lands of the Grantor.

It being the intention of the Grantor herein to reserve for itself, its successors and assigns, ingress and egress over the lands of the Grantee to and from the mainline track of The Baltimore and Ohio Railroad Company.

It being understood that the exercise of the rights reserved and retained hereby will not unreasonably interfere with the use by Grantee, its successors and assigns, of the lands subject to the easement and right-of-way hereby reserved and retained.

It being understood further that the railroad tracks subject to the easement and right-of-way hereby reserved and retained will be maintained in good operating condition and repair by Grantor and Grantee, their successors and assigns, the cost and expense of such maintenance to be paid by Grantor and Grantee in proportion of their use of said railroad tracks.

GRANTING to the Grantee, its successors and assigns, a perpetual easement and right-of-way, to be used in common with the Grantor, its successors and assigns, in, on and over six of the existing railroad tracks and related switches which cross over the lands of the Grantor and connect with the westerly part of the aforesaid 22.787 acre tract.

Said railroad tracks and switches being (as designated on Cyclops Corporation Drawing No. 39944-R, dated September 22, 1980):

(a) Track No. 12, which enters the Grantor's lands at a point on the south line of same approximately one thousand six hundred twenty-seven feet (1,627 ft.) east of the east line of West Avenue and continues generally in an easterly and northeasterly direction across the lands of the Grantor to the junction with Track No. 130;

(b) Track No. 130, which begins at the junction with Track No. 13 and continues generally in an easterly and northeasterly direction across the lands of the Grantor to a point on the west line (near the northwest corner) of the aforesaid 22.787 acre tract;

(c) Track No. 131, which begins at the junction with Track No. 130 and continues generally in an easterly direction to a point on the west line (near the southwest corner) of the aforesaid 22.787 acre tract;

(d) Track No. 132, which begins at the junction with Track Nos. 12 and 130 and continues generally in an easterly-northeasterly direction across the lands of the Grantor to a point on the west line (near the southwest corner) of the aforesaid 22.787 acre tract;

(e) Tract No. 136, which begins at the junction with Track No. 130 and continues generally in a northeasterly direction across the lands of the Grantor to a point on the west line (near the northwest corner) of the aforesaid 22.787 acre tract; and

(f) Track No. 13, which begins at the junction with Track No. 12 and continues generally in an easterly direction

across the lands of the Grantor to the junction with Track No. 130.

It being the intention of the Grantor only to provide to the Grantee, its successors and assigns, ingress and egress over the lands of the Grantor to and from the mainline tracks of the Norfolk and Western Railway Company.

It being understood that the exercise of the rights granted hereby will not unreasonably interfere with the use by Grantor, its successors and assigns, of the lands subject to the easement and right-of-way hereby granted.

It being understood further that the railroad tracks subject to the easement and right-of-way hereby granted will be maintained in good operating condition and repair by Grantor and Grantee, their successors and assigns, the cost and expense of such maintenance to be paid by Grantor and Grantee in proportion of their use of said railroad tracks.

All of the above described parcels being subject to all easements, agreements, leases, highways and restrictions of record.

Prior Deed Reference: Vol. 698, Page 589 and Vol. 739, Page 349

To have and to hold the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, said Cyclops Corporation, a Pennsylvania corporation, has caused this deed to be signed and its corporate seal to be affixed hereto by Robert A. Kushner, its Vice-President, and Robert J. Tate, its Assistant Secretary, this 1st day of November, 1980.

Signed and acknowledged in the presence of:

CYCLOPS CORPORATION

By _____
Robert A. Kushner
Vice-President

By _____
Robert J. Tate
Assistant Secretary

STATE OF OHIO, SCIOTO COUNTY, ss:

Before me, a Notary Public in and for said County and State, personally appeared Robert A. Kushner, Vice-President, and Robert

J. Tate, Assistant Secretary, respectively, of Cyclops Corporation, a Pennsylvania corporation, which corporation executed the foregoing deed, who acknowledged that the seal affixed to said deed is the corporate seal of said corporation; that they did sign and seal said deed as Vice-President and Assistant Secretary in behalf of said corporation by authority of its Board of Directors; and that said deed is the free act and deed of said corporation and of themselves as such officers respectively.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Portsmouth, Ohio, this this 21st day of November, 1980.

Carole Green

CAROLE GREEN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 19, 1982

This instrument prepared by
James C. Fitch, Attorney at Law
300 Bank One Plaza
Portsmouth, Ohio 45662

PIONEER NATIONAL TITLE INSURANCE

A TICOR COMPANY

Policy of Title Insurance

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, PIONEER NATIONAL TITLE INSURANCE COMPANY (a Stock Company); a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title;

This policy shall not be valid or binding until countersigned below by a validating officer of the Company.

Issued by:
MIDLAND TITLE SECURITY, INC.
300 Security Central Plaza
P.O. Box 950
Portsmouth, Ohio 45662
Phone: (614) 353-4191

Validating Signatory:
Stanley C. Bender

Countersigned:

By /s/ Stanley C. Bender
Validating Signatory

Pioneer National Title Insurance Company

by John E. Flood, Jr.
President

Attest
Secretary

AK000752

AK0007S3

Schedule of Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

Conditions and Stipulations

1. Definition of Terms

The following terms when used in this policy mean:
(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
(b) "insured claimant": an insured claiming loss or damage hereunder.
(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.
(d) "land": the land described, specifically or by reference in Schedule A and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions—Notice of Claim to be Given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.
(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.
(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.
(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. Notice of Loss — Limitation of Action

In addition to the notices required under paragraph 3 (b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. Options to Pay or otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

(Conditions and Stipulations Continued and Concluded on Last Page of This Policy)

No. O-B 103514	Date of Policy: November 21, 1980 4:14 P.M.
Amount of Insurance: $ 10,000,000.00	Agent's Reference No.:

1. Name of Insured: New Boston Coke Corporation
300 South Livernois Avenue
Detroit, Michigan 48209

2. Title to the estate or interest covered by this policy at the date hereof is vested in the insured.

3. The estate or interest in the land described or referred to in this Schedule covered by this policy is Fee Simple

4. The land referred to in this policy is located in the County of Scioto, City of Portsmouth and Village of New Boston State of Ohio and described as follows:

TRACT ONE: Situate in Section 12, Village of New Boston, Scioto County, Ohio, and being part of Parcel No. 1 included in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589 of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at a concrete monument at the intersection of the corporation line between the Village of New Boston and the City of Portsmouth with the Northerly right-of-way line of the Baltimore and Ohio Railroad Company; thence, from the beginning point and with the corporation line, N. 10 deg. 21' 20" W., passing an iron pin at 401.64 feet a total distance of 519.64 feet to an iron pin; thence, leaving the corporation line N. 85 deg. 21' 20" W., a distance of 69.00 feet to an iron pin; thence, S. 88 deg. 38' 40" W., a distance of 123.00 feet to an iron pin; thence, S. 85 deg. 46' 51" W., a distance of 62.79 feet to an iron pin; thence, S. 10 deg. 10' 06" E., a distance of 205.47 feet to an iron pin; thence, S. 69 deg. 47' 12" W., a distance of 2225.25 feet to a concrete monument; thence S. 20 deg. 25' 55" E., a distance of 382.91 feet to a concrete monument set in the Northerly right-of-way line of the aforementioned Baltimore and Ohio Railroad; thence, with the said right-of-way the following 5 calls: thence, N. 69 deg. 34' 05" E., a distance of 709.84 feet to an iron pin; thence, N. 69 deg. 50' 59" E., a distance of 337.13 feet to an iron pin; thence N. 75 deg. 34'

28" E., a distance of 140.35 feet to an iron pin; thence, N. 70 deg. 01' 41" E., a distance of 212.08 feet to a concrete monument; thence N. 69 deg. 47' 31" E., a distance of 1011.35 feet to the place of beginning and containing 22.787 acres.

TRACT TWO: Situate in the City of Portsmouth, Scioto County, Ohio, partially in Section 12 and partially in Section 7 and being part of Parcel 1 and all of Parcels 13 and 16 included in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, page 589 of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at a concrete monument set in the Northerly right-of-way line of the Baltimore and Ohio Railroad Company from which the City of Portsmouth corporation line bears, S. 69 deg. 51' 22" W., a distance of 30.44 feet; thence, from the beginning point, N. 69 deg. 52' 52" E., a distance of 1865.59 feet to a concrete monument; thence, N. 70 deg. 51' 04" E., a distance of 49.22 feet to an iron pin; thence, N. 70 deg. 12' 25" E., a distance of 226.84 feet to a concrete monument set in the dividing line between Sections 12 and 7; thence, with the dividing line N. 5 deg. 00' 55" E., a distance of 30.19 feet to an iron pin; thence, N. 80 deg. 02' 00" E., a distance of 426.90 feet to an iron pin; thence N. 84 deg. 03' 00" E., a distance of 204.53 feet to an iron pin; thence, leaving the aforementioned railroad right-of-way N. 5 deg. 50' 00" W., a distance of 15.00 feet to an iron pin; thence, S. 84 deg. 03' 00" W., a distance of 196.46 feet to an iron pin; thence, S. 80 deg. 02' 00" W., a distance of 431.81 feet to an iron pin in the aforementioned dividing line between Sections 12 and 7; thence, S. 76 deg. 39' 19" W., a distance of 25.78 feet to an iron pin; thence, N. 13 deg. 57' 58" W., a distance of 4.89 feet to an iron pin; thence S. 76 deg. 39' 19" W., a distance of 175.61 feet to an iron pin; thence S. 72 deg. 50' 04" W., a distance of 0.56 feet to an iron pin; thence, S. 14 deg. 28' 23" E., a distance of 5.10 feet to an iron pin; thence, S. 72 deg. 38' 04" W., a distance of 206.59 feet to an iron pin in the east line of the aforementioned Parcel No. 16; thence, with the East line, N. 17 deg. 13' 48" W. a distance of 4.60 feet to an iron pin; thence, N. 6 deg. 54' 20" E., a distance of 104.00 feet to an iron pin in the Northeast corner of said parcel and also being in the South right-of-way line of U. S. Route 52; thence, with the right-of-way and with the North line of said parcel N. 86 deg. 47' 33" W., a distance of 217.04 feet to an iron pin; thence, N. 86 deg. 13' 23" W., a distance of 72.24 feet to an iron pin; thence, S. 89 deg. 21' 17" W., a distance of 213.95 feet to an iron pin in the Northwest corner of Parcel No. 16 and the Northeast corner of Parcel No. 13; thence, with the North line of Parcel 13 and continuing with the South right-of-way of U. S. Route 52, S.

78 deg. 56' 03" W. a distance of 138.56 feet to an iron pin; thence, S. 89 deg. 21' 16" W., a distance of 89.00 feet to an iron pin in the Northwest corner of said Parcel 13; thence, continuing with the right-of-way of U. S. Route 52, N. 1 deg. 42' 30" W., a distance of 77.83 feet to an iron pin; thence, S. 80 deg. 57' 39" W., a distance of 243.73 feet to an iron pin; thence, S. 80 deg. 23' 07" W., a distance of 184.03 feet to a concrete monument set at the Northeast corner of a 1.145 acre tract deeded to the City of Portsmouth by Detroit Steel Corporation and recorded in Volume 605, Page 502, Scioto County Record of Deeds; thence, with the East line of said tract, S. 5 deg. 35' 15" E., a distance of 191.81 feet to an iron pin set at the Southeast corner of said tract; thence, with the South line, S. 84 deg. 24' 30" W., passing the Southwest corner of the 1.145 acre tract at 252.89 feet a total distance of 598.89 feet to an iron pin, said pin being 30.00 feet Easterly measured at right angles from the aforementioned City of Portsmouth corporation line; thence, parallel with the line, S. 10 deg. 21' 20" E., a distance of 533.89 feet to the place of beginning and containing 17.2708 acres, more or less, being all of Parcel 13 (1.2803 acres), all of Parcel No. 16 (2.1450 acres), and 13.8455 acres of Parcel No. 1.

TRACT THREE: Situate in Section 12, Township 1-N, Range 21-W, Village of New Boston, Scioto County, Ohio, and being part of Parcels Numbers 1, 7 and 8 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589 of the Scioto County Deed Records and part of a 0.037 acre portion of Taylor Avenue vacated by the Village of New Boston by Ordinance No. 2819 dated November 6, 1980, and recorded in Volume 739, Page 349 of the Scioto County Deed Records, and being more particularly bounded and described as follows:

Beginning at a railroad spike on the Westerly right-of-way line of Taylor Avenue at the Northeast corner of Lot 49 in Lakeside Addition (now partially vacated) to the Village of New Boston as shown on the plat of said addition as recorded in Volume 2A, page 133 of the Scioto County Plat Records; thence, along said right-of-way South 0 deg. 51' 02" East, a distance of 16.17 feet to a railroad spike and the true place of beginning; thence, N. 78 deg. 15' 59" East, a distance of 7.70 feet to a railroad spike; thence South 11 deg. 51' 21" East, a distance of 252.67 feet to an iron pin; thence South 77 deg. 00' 14" West, a distance of 96.90 feet to an iron pin; thence, South 88 deg. 51' 29" West, a distance of 457.41 feet to an iron pin; thence, North 31 deg. 33' 17" East, a distance of 198.76 feet to a railroad spike; thence, North 72 deg. 13' 03" E. a distance of 247.55 feet to a railroad spike; thence, North 78

deg. 15' 59" East, a distance of 155.78 feet to the true place of beginning, containing 2.378 acres, more or less.

TRACT FOUR: Situate in Section 12, Township 1-N, Range 21-W, Village of New Boston, Scioto County, Ohio, and being part of Parcel No. 1 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589, of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at an iron pin on the Southerly right-of-way line of U. S. Route 52 and also on the property line between Cyclops Corporation and Alex B. Fisher (recorded in Volume 456, page 21); thence, with the following three calls along said right-of-way: North 88 deg. 53' 11" East, a distance of 88.42 feet to an iron pin; South 82 deg. 01' 08" East, a distance of 28.84 feet to a steel fence post; and North 84 deg. 02' 58" East, a distance of 37.84 feet to an iron pin; thence, South 6 deg. 02' 16" East, a distance of 60.05 feet to a railroad spike; thence, South 83 deg. 53' 40" West, a distance of 154.03 feet to an iron pin on the aforementioned property line; thence, along said property line, North 5 deg. 57' 02" West, a distance of 74.86 feet to the original place of beginning, containing 0.237 acres, more or less.

Survey made by Timothy A. Thoroughman, R.S. #5589, September 26, October 13 and November 12, 1980, Tracts 1 through 4.

EASEMENT PARCELS

(a) Easement from the City of Portsmouth, Ohio, to Cyclops Corporation, Empire-Detroit Steel Division, dated July 26, 1976, and recorded in Deed Book Vol. 682, page 714, for among other things construction of a tar loading dock facility.

(b) A perpetual, non-exclusive easement and right-of-way as created in the deed from Cyclops Corporation (Grantor) to New Boston Coke Corporation (Grantee) dated November 21, 1980, and recorded as File No. 3079, Scioto County Records, said easement to be used in common with the said Grantor, its successors and assigns, over and across an existing gravel roadway approximately twenty feet (20 ft.) in width.

Said roadway entering the lands of the Grantor at the south end of Taylor Avenue at which point it divides, one part continuing generally in an easterly-northeasterly direction across the lands of the Grantor approximately four hundred feet (400 ft.) to the northeast corner of the aforesaid .237 acre tract and the other part continuing generally in a westerly-southwesterly direction approximately five hundred and seventy-five feet (575 ft.) to the southwest corner of the aforesaid 2.378 acre tract.

It being the intention of the Grantor only to provide the Grantee, its successors, assigns, agents, visitors, invitees, licensees, ingress and egress over and across the lands of Grantor to and from No. 3 substation (located on the aforesaid 0.237 acre tract) and the No. 7 Boiler House (located on the aforesaid 2.378 acre tract).

It being understood that Grantor reserves and retains for itself, its successors and assigns, the right to relocate the aforesaid roadway so long as the ingress and egress as described immediately hereinabove is not adversely affected thereby.

It being understood further that the exercise of the rights granted hereby will not unreasonably interfere with the use by Grantor, its successors and assigns, of the lands subject to the easement and right-of-way herein granted.

It being understood further that the roadway subject to the easement and right-of-way hereby granted will be maintained in good repair by Grantor and Grantee, their successors and assigns, the cost and expense of such maintenance to be paid by Grantor and Grantee in proportion of their use of said roadway.

(c) A perpetual, non-exclusive easement and right-of-way to be used in common with the Grantor, its successors and assigns, as created in the deed from Cyclops Corporation (Grantor) to New Boston Coke Corporation (Grantee) dated November 21, 1980, and recorded as Recorder's File No. 3079, Scioto County Records, in, on a over six of the existing railroad tracks and related switches which cross over the lands of the Grantor and connect with the westerly part of Tract One.

Said railroad tracks and switches being(as designated on Cyclops Drawing No. 39944-R, dated September 22, 1980);

(a) Track No. 12, which enters the Grantor's lands at a point on the south line of same approximately one thousand

six hundred twenty-seven feet (1,627 ft.) east of the east line of West Avenue and continues generally in an easterly and northeasterly direction across the lands of the Grantor to the junction with Track No. 130;

(b) Track No. 130, which begins at the junction with Track No. 13 and continues generally in an easterly and northeasterly direction across the lands of the Grantor to a point on the west line (near the northwest corner) of the aforesaid 22.787 acre tract;

(c) Track No. 131, which begins at the junction with Track No. 130 and continues generally in an easterly direction to a point on the west line (near the southwest corner) of the aforesaid 22.787 acre tract;

(d) Track No. 132, which begins at the junction with Track Nos. 12 and 130 and continues generally in an easterly-northeasterly direction across the lands of the Grantor to a point on the west line (near the southwest corner) of the aforesaid 22.787 acre tract;

(e) Tract No. 136, which begins at the junction with Track No. 130 and continues generally in a northeasterly direction across the lands of the Grantor to a point on the west line (near the northwest corner) of the aforesaid 22.787 acre tract; and

(f) Track No. 13, which begins at the junction with Track No. 12 and continues generally in an easterly direction across the lands of the Grantor to the junction with Track No. 130.

It being the intention of the Grantor only to provide to the Grantee, its successors and assigns, ingress and egress over the lands of the Grantor to and from the mainline tracks of the Norfolk and Western Railway Company.

It being understood that the exercise of the rights granted hereby will not unreasonably interfere with the use by Grantor, its successors and assigns, of the lands subject to the easement and right-of-way hereby granted.

It being understood further that the railroad tracks subject to the easement and right-of-way hereby granted will be maintained in good operating condition and repair by Grantor and Grantee, their successors and assigns, the cost and expense of such maintenance to be paid by Grantor and Grantee in proportion of their use of said railroad tracks.

(d) An easement from the City of Portsmouth, Ohio to Cyclops Corporation, Empire-Detroit Steel Division, dated November 18, 1980, and recorded in Deed Book Vol. 739, page 611, for the purpose of constructing, operating and maintaining railroad tracks, roadways, pathways, electric wires, overhead trestles, conveyors and utilities over a thirty foot wide parcel of real estate running from the City of Portsmouth Water Filtration Plant to the Ohio River. The premises over which this perpetual easement is granted being more particularly described as follows:

> Situate in Section 12, T-1-N, R-21-W, City of Portsmouth, Scioto County, Ohio, and being part of the Second and Third Tracts in a deed from Carlyle Paving Brick Company to the City of Portsmouth, dated July 25, 1912, and recorded in Volume 102, Page 205 of the Scioto County, Ohio, Deed Records, and being more particularly bounded and described as follows:
>
> Beginning at a concrete monument at the intersection of the corporation line between the City of Portsmouth and the Village of New Boston, with the Northerly right-of-way of the Baltimore and Ohio Railroad; thence, along said corporation line, North 10 deg. 21' 20" West, a distance of 541.56 feet to the South line of the Portsmouth Water Works property and passing iron pins at 401.64 feet and 519.64 feet; thence, along said Portsmouth Water Works property, North 84 deg. 24' 30" East, a distance of 30.10 feet; thence, South 10 deg. 21' 20" East, parallel to and 30 feet from the aforementioned corporation line, a distance of 533.89 feet to the aforementioned railroad right-of-way; thence along said railroad right-of-way, South 69 deg. 51' 22" West, a distance of 30.44 feet to the orignal place of beginning, containing 0.370 acres, more or less.

(e) A perpetual easement and right-of-way as created in the deed from Cyclops Corporation (Grantor) to New Boston Coke Corporation (Grantee), dated November 21, 1980, and recorded as Recorder's File No. 3079, Scioto County Records, for the purpose of ingress and egress over and across a strip of land running from the South boundary of Gallia Street to the thirty foot strip of land described in Easement Parcel (d) above. The premises over which this perpetual easement for ingress and egress to Gallia Street is granted being more particularly described as follows:

Situate in Section 12, T-1-N, R-21-W, City of Portsmouth, Scioto County, Ohio, and being part of the Second and Third Tracts in a deed from Carlyle Paving Brick Company to the City of Portsmouth, dated July 25, 1912, and recorded in Volume 102, Page 205, of the Scioto County, Ohio, Deed Records, and being more particularly bounded and described as follows:

Beginning at a concrete monument at the intersection of the corporation line between the City of Portsmouth and the Village of New Boston with the Northerly right-of-way of the Baltimore and Ohio Railroad; thence, along said corporation line, North 10 deg. 21' 20" West, a distance of 541.56 feet to the South line of the Portsmouth Water Works property, and the true place of beginning; thence, continuing along said corporation line, North 10 deg. 21' 20" West, a distance of 213.24 feet to the Southerly right-of-way line of Gallia Avenue as shown on the plat of Idlewild Addition to the Village of New Boston recorded in Volume 2A, Page 179 of the Scioto County Plat Records; thence, along said right-of-way, North 84 deg. 02' 58" East, a distance of 30.08 feet; thence, South 10 deg. 21' 20" East, parallel to and 30 feet from the aforementioned corporation line a distance of 213.43 feet to the South line of the aforementioned Portsmouth Water Works property; thence, along said South line, South 84 deg. 24' 30" West, a distance of 30.10 feet to the true place of beginning, containing 0.147 acres, more or less.

END OF SCHEDULE A

Policy No.

This policy does not insure against loss or damage by reason of the following:

Standard Exceptions:

(a) Rights or claims of parties in possession not shown by the public records.

(b) Easements, or claims of easements, not shown by the public records.

(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

(d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Special Exceptions:

1. Taxes

Tract One - Coke Plant

Village of New Boston
Parcel No. 28-0287 - Area 2 NB

Tract Three - Gas Holder and Tract Four - Substation No. 3 are part of a larger tract.

Parcel No. 28-0288 - Area 3 NB 55.60 acres

Tract Two - Coal Storage Yard -17.2708 acres

City of Portsmouth - Ward 6
Parcel No. 34-0669 - 2.074 acres

Parcel No. 34-0670 - 14.655 acres

Parcel No. 34-0674 - 1.2803 acres

Taxes for the year 1979 are paid in full. Taxes for the year 1980 are a lien but not yet determined. There are no special assessments.

2. This policy does not insure the acreage, area or other quantitative measurements contained in the legal descriptions set forth in Schedule A hereof.

3. In the deed from Cyclops Corporation (Grantor) to New Boston

Coke Corporation (Grantor) dated November 21, 1980, and recorded as Recorder's File No. 3079, Scioto County Records, appears the following reservations:

(a) RESERVING, however, unto the Grantor, its successors and assigns, a perpetual easement and right-of-way, in, under, on, across and over the aforesaid 22.787 tract.

Said strip beginning on the north line of the aforesaid 22.787 acre tract at a point seven hundred and fifty feet (750 ft.) east of the northwest corner of said tract; thence south 20 deg. 25' 55" east sixty feet (60 ft.) to a point; thence north 69 deg. 47' 12" east and parallel to the north line nine hundred fifty feet (950 ft.) to a point; thence north 20 deg. 25' 55" west sixty feet (60 ft.) to a point on the north line of said tract; thence south 69 deg. 47' 12" west along the north line nine hundred fifty feet (950 ft.) to the place of beginning.

Together with the right of ingress and egress to enter upon said premises for the operation of the ore yard overhead crane and for the purpose of maintaining, repairing and replacing the foundation of said crane.

It being the intention of the Grantor to reserve and retain for itself, its successors and assigns, ingress and egress over the lands and to the airspace of the Grantee for the operation of an ore yard overhead crane and for access to the foundation, supporting walls and rail bed of said crane.

It being understood that the exercise of the rights reserved and retained hereby will not unreasonably interfere with the use by Grantee, its successors and assigns, of the lands subject to the easement and right-of-way hereby granted.

(b) RESERVING, however, unto the Grantor, its successors and assigns, a perpetual easement and right-of-way to be used in common with the Grantee, its successors and assigns, over and across the aforesaid existing gravel roadway approximately twenty feet (20 ft.) in width which crosses over the aforesaid 22.787 and 17.2708 acre tracts and connects with the lands of the Grantor.

Said roadway entering the aforesaid 22.787 acre tract at a point approximately fifteen feet (15 ft.) north of the point where Track No. 16 (as designated on Cyclops Drawing No. 39944-R dated September 22, 1980) enters said tract and then continuing generally in an easterly direction across said tract to a point on the east line of said tract and the west line of a thirty

foot strip of land owned by the City of Portsmouth, Ohio, more particularly described in a perpetual easement granted to Cyclops Corporation, Empire-Detroit Steel Division, by the City of Portsmouth, Ohio, recorded in Deed Book Vol. 739, Page 611; thence continuing generally in an easterly direction across said thirty foot strip of land and entering the aforesaid 17.2708 acre tract at a point on the west line of said tract and the east line of said thirty foot strip of land owned by the City of Portsmouth, Ohio, approximatey five feet (5 ft.) north of Track No. 16; thence continuing generally in an easterly direction across the aforesaid 17.2708 acre tract to a point near the southeast corner of that tract upon which The City of Portsmouth Water Filtration Plant is presently situate; thence turning north and continuing generally in a northerly direction parallel with the east line of said Water Filtration Plant tract approximately one hundred seventy-five feet (175 ft.) to a point; thence turning east and continuing generally in an easterly direction parallel and approximately ten feet (10 ft.) south of the north line of the aforesaid 17.2708 acre tract approximately four hundred and thirteen feet (413 ft.) to a point where said roadway joins the lands of The City of Portsmouth, lying immediately south of the south line of U. S. Route No. 52.

It being the intention of the Grantor to reserve and retain for itself, its successors, assigns, agents, visitors, invitees and licensees, free and unobstructed ingress and egress over and across the lands of the Grantee, to and from the roadway running across the lands of The City of Portsmouth and into Grantor's 72.16 acre tract generally known as Fox Hollow.

It being understood that Grantee reserves and retains for itself, its successors and assigns, the right to relocate the aforesaid roadway so long as the ingress and egress as described immediately hereinabove is not adversely affected thereby.

It being understood further that the exercise of the rights reserved and retained hereby will not unreasonably interfere with the use by Grantee, its successors and assigns, of the lands subject to the easement and right of way herein reserved and retained.

It being understood further that the roadway subject to the easement and right-of-way reserved and retained will be maintained in good repair by Grantor and Grantee, their successors and assigns, the cost and expense of such maintenance to be paid by Grantor and Grantee in proportion of their use of said roadway.

(c) RESERVING, however, unto the Grantor, its successors and assigns, a perpetual easement and right-of-way, to be used in common with Grantee, its successors and assigns, in, on and under the aforesaid 22.787 acre tract;

(a) two strips of ground each fifteen feet (15 ft.) in width, in the center of which is an extant raw water line, one such strip which begins on the south line (near the southwest corner) of the aforesaid 22.787 acre tract and continues generally in a northerly direction approximately seventy feet (70 ft.) to a point, and the other such strip, the southerly boundary of which begins on the westerly boundary of the strip described immediately above in this paragraph at a point approximately fifty-seven and five tenths feet (57.5 ft.) north of the south line of the aforesaid 22.787 acre tract and continues generally in a westerly direction to the west line of said tract where it enters the lands of the Grantor.

It being the intention of the Grantor to reserve and retain for itself, its successors and assigns, a free and unobstructed right to install, operate, maintain, repair, replace and remove an underground raw water line (and related equipment and facilities) running across the aforesaid 22.787 acre tract to the lands of the Grantor.

It being understood that the exercise of the rights reserved and retained hereby will not unreasonably interfere with the use by Grantee, its successors and assigns, of the lands subject to the easement and right-of-way hereby reserved and retained.

It being understood further that Grantor, its successors and assigns, shall promptly make, at its cost and expense, all repairs and reconstruction and restoration of the lands subject to the easement and right-of-way reserved and retained hereby, and the improvements thereon, necessitated by the exercise of the rights reserved and retained hereby.

(d) RESERVING, however, unto the Grantor, its successors and assigns, a perpetual easement and right-of-way, to be used in common with the Grantee, its successors and assigns, in, on and over three of the existing railroad tracks and related switches which cross over the aforesaid 22.787 and 17.2708 acre tracts and connect with the lands of the Grantor.

Said railroad tracks and switches (as designated on Cyclops Corporation Drawing No. 39944-R dated September 22, 1980) being:

(a) Track No. 16 which enters the easterly part of the aforesaid 17.2708 acre tract from the mainline track of The Baltimore and Ohio Railroad Company, passes through Floodgate No. 14 and continues generally in a westerly-

northwesterly direction to a point near the southeast corner of the tract upon which The City of Portsmouth Water Filtration Plant tract is presently situate, where it divides into two tracts, Track No. 16 continuing generally in a westerly direction across the thirty foot (30 ft.) strip of land owned by The City of Portsmouth, Ohio, which runs from the City Water Filtration Plant to the Ohio River, and the aforesaid 22.787 acre tract to the lands of the Grantor;

(b) Track No. 176 which begins at a point near the southeast corner of the tract upon which The City of Portsmouth Water Filtration Plant is presently situate and continues generally in a northwesterly direction across the aforesaid 17.2708 acre tract and the thirty foot (30 ft.) strip of land owned by The City of Portsmouth, Ohio, to the lands of the Grantor; and

(c) Track No. 131 which begins at the juncture with Track No. 16 in the easterly portion of the aforesaid 17.2708 acre tract and continues generally in a westerly direction across the aforesaid 17.2708 acre tract, and the thirty foot (30 ft.) strip of land owned by The City of Portsmouth, Ohio, the aforesaid 22.787 acre tract to the lands of the Grantor.

It being the intention of the Grantor herein to reserve for itself, its successors and assigns, ingress and egress over the lands of the Grantee to and from the mainline track of The Baltimore and Ohio Railroad Company.

It being understood that the exercise of the rights reserved and retained hereby will not unreasonably interfere with the use by Grantee, its successors and assigns, of the lands subject to the easement and right-of-way hereby reserved and retained.

It being understood further that the railroad tracks subject to the easement and right-of-way hereby reserved and retained will be maintained in good operating condition and repair by Grantor and Grantee, their successors and assigns, the cost and expense of such maintenance to be paid by Grantor and Grantee in proportion of their use of said railroad tracks.

4. Reservation to the Village of New Boston of a perpetual easement and right-of-way, together with ingress and egress, for the purpose of operating, maintaining and repairing the existing underground pump station utilized as part of its sewage disposal system which is now located underneath a part of the Taylor Avenue vacated.

The above exception applies only to that part of Taylor Avenue

vacated by the Village of New Boston, Ohio, on November 4, 1980, recorded in Deed Book Vol. 739, Page 349, Scioto County Deed Records.

5. Easement Parcel (d) of Schedule A is subject to the following exceptions.

a. Deed Book Vol. 739, Page 611 - Easement for ingress and egress by the City of Port smouth, Ohio, over a thirty foot strip of land running from the City Water Filtration Plant in a southerly direction to the city pumping station on the Ohio River bank reserved by The City of Portsmouth, Ohio, in an easement from the City of Portsmouth, Ohio, to Cyclops Corporation dated November 18, 1980, and authorized by Ordinance No. 84 - 1980 recorded in Deed Book Vol. 739, Page 607.

b. Subject to an unrecorded lease from the City of Portsmouth to Empire-Detroit Steel Division, Cyclops Corporation, dated October 13, 1971, for a period of ten years for the purpose of occupying the strip and maintaining and installing utilities.

c. Subject to an unrecorded sublease from Empire-Detroit Steel Division, Cyclops Corporation, to the Baltimore & Ohio Railroad Company, dated October 13, 1971, for a period of ten years, coverning 29 square feet.

6. Deed Book Vol. 708, Page 270 - Easement for construction, erection and maintenance of a 35/5 stub pole and guy wire to provide an anchor for existing electric lines granted to the Ohio Power Company by easement from Empire-Detroit Steel Division, Cyclops Corporation dated March 23, 1978.

7. Deed Book Vol 682, Page 714 - Easement for ingress and egress by The City of Portsmouth, Ohio, in order to cross a bridge from the river bank to a tar loading dock to be constructed in the future, together with the right to install a foot bridge from the proposed tar loading dock to the City's water intake pier reserved by The City of Portsmouth, Ohio, in an easement from The City of Portsmouth, Ohio, to Cyclops Corporation, Empire-Detroit Steel Division, dated July 26, 1976.

8. Deed Book Vol. 544, Page 635 - Easement and right-of-way fifty feet (50') in width for construction, operation and maintenance of electric transmission line granted to the Ohio Power Company by easement from Detroit Steel Corporation dated September 22, 1964.

9. Deed Book Vol. 510, Page 200 - Easement and right-of-way over a strip of ground adjacent to the south right-of-way line of Gallia Street consisting of 5,164 square feet for the purpose of constructing and maintaining slopes for the support and preservation of the highway designated as Parcel 43-SL in an easement from Detroit Steel Corporation to the State of Ohio dated August 21, 1961.

10. Deed Book Vol. 458, Page 248 - Easement and right-of-way for construction, maintenance and operation of a "sanitary diversion sewer" on a parcel 10 ft. x 15 ft. granted to the City of New Boston, Ohio, by easement from Detroit Steel Corporation dated August 24, 1956.

11. Deed Book Vol. 367, Page 480 - Easement and right-of-way for construction and maintenance of a fence along a strip of ground 3 ft. x 600 ft. granted to The Ohio Power Company over a 0.42 acre tract (Parcel 8 in Deed Book 698, Page 589) by easement from O. L. Webb and Eliza B. Webb, husband and wife, dated August 11, 1949.

12. Deed Book Vol. 341, Page 439 - Easement and right-of-way for highway and road purposes over a 0.504 acre tract along the south line of Gallia Street granted to the City of Portsmouth, Ohio, by easement from the Portsmouth Steel Corporation dated November 24, 1947.

13. Deed Book Vol. 336, Page 237 - Easement and right-of-way for construction, operation and maintenance of the floodwall, gates, drains, pump houses and appurtenances thereto (Munns Run Sewer and Pump Station No. 11) granted to the City of New Boston, Ohio, by easement from the Portsmouth Steel Corporation dated August 19, 1947.

14. Deed Book Vol. 335, Page 349 - Easement and right-of-way for construction, operation and maintenance of the floodwall, gates, drains, pump houses and appurtenances thereto (Pump Station No. 11, Gate 14 and levee north of Gallia Street) granted to the City of Portsmouth, Ohio, by easement from the Portsmouth Steel Corporation dated August 14, 1947.

15. Deed Book Vol. 277, Page 131 - Easement and right-of-way for construction, operation and maintenance of a line of poles and wires for transmitting electric power along lands south of Gallia Street granted to The Ohio Power Company by easement from Wheeling Steel Corporation dated October 20, 1941.

16. Deed Book Vol. 277, Page 73 - Easement and right-of-way

for construction, operation and maintenance of a line of poles and wires for transmitting electric power granted to The Ohio Power Company by easement from Bluemont Corporation dated August 7, 1941.

17. Deed Book Vol. 277, Page 71 - Easement and right-of-way for construction, operation and maintenance of a line of poles and wires for transmitting electric power granted to The Ohio Power Company by easement from Bluemont Corporation dated August 7, 1941.

18. Deed Book Vol. 254, Page 591 - Easement and right-of-way for construction, operation and maintenance of a line of poles and wires for transmitting electric power granted to The Ohio Power Company by easement from the Carlyle-Labold Co. and George L. Gableman, Trustee, dated March 23, 1946.

19. Deed Book Vol. 254, Page 589 - Easement and right-of-way for construction, operation and maintenance of a line of poles and wires for transmitting electric power granted to The Ohio Power Company by easement from John Q. Arthur and Missouri Arthur, husband and wife, dated December 4, 1939.

20. Lease Book Vol. 43, Page 43 - Sublease from Empire-Detroit Division, Cyclops Corporation to the Baltimore and Ohio Railroad Company for the sublease of 29 square feet of land occupied by the Empire-Detroit Steel Division, Cyclops Corporation under a prime lease granted by the City of Portsmouth, Ohio, to Empire-Detroit Steel Division, Cyclops Corporation, dated October 13, 1971. The prime lease is not recorded and is for a term of ten (10) years at an annual rental payment of $25.00 per year. The prime lease is for the right to occupy a thirty foot (30 ft.) strip of ground owned by the City of Portsmouth, Ohio, and running from the City Water Filtration Plant to the Ohio River. The prime lease contains a provision that it may be cancelled by the City of Portsmouth upon the expiration of the first five years of the term. The sublease is also dated October 13, 1971, and is for the same term. (NOTE: This lease and sublease cover the thirty foot (30 ft.) strip of ground which the City of Portsmouth, Ohio, has now granted a permanent easement to Cyclops Corporation by easement dated November 18, 1980, and recorded in Deed Book Vol. 739, page 611 - see Item A above.)

21. Matters set forth on attached Annex "A" and incorporated herein which affect Easement Parcel (c) only.

22. Excepting a mortgage from New Boston Coke Corporation to Cyclops Corporation dated November 21, 1980, and being Instrument No. 3080 filed in the Scioto County, Ohio, Record of Deeds.

23. Possible encroachments of improvements onto any easements or rights-of-ways within the perimeter boundaries ofthe land described in Schedule A.

END OF SCHEDULE B

CAT. NO. 5500004
PNTI 7 (5-77)

B No. 201118

ENDORSEMENT

ISSUED BY

Pioneer National Title Insurance Company

Attached to and forming a part of

Policy of Title Insurance No. O-B 103514

Standard exceptions (a), (b), (c) and (d) are hereby deleted as to Tracts One, Two, Three and Four and as to Easement Parcel (b) only.

Nothing herein contained shall be construed as extending or changing the effective date of said policy, unless otherwise expressly stated.

This endorsement, when countersigned below by a Validating Signatory, is made a part of said policy and is subject to the Exclusions from Coverage, schedules, conditions and stipulations therein, except as modified by the provisions hereof.

IN WITNESS WHEREOF, the company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Dated: November 21, 1980

Pioneer National Title Insurance Company

by John E. Flood, Jr.
PRESIDENT

Attest: [signature]
SECRETARY

Countersigned:

By Stanley C. Kender
Validating Signatory.

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ANNEX "A"

The easement for the use of six railroad tracks and related switches as designated and numbered on Cyclops Corporation Drawing No. 39944-R dated September 22, 1980, is situated in Sections 11 and 12, Township 1, Range 21, Village of New Boston, Scioto County, Ohio, on a tract of land containing approximately 115 acres, more or less, and being part of Parcel Numbers 1 and 12 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Vol. 698, Page 589, Scioto County, Ohio, Deed Records, is subject to the following encumbrances:

A. Deed Book Vol. 602, Page 209 - Easement and Agreement from Detroit Steel Corporation to United Fuel Gas Company for changing the location of a ten inch gas pipe line and modifying the original easement and agreement dated January 20, 1955, and recorded in Agreements Book Vol. 4, Page 329, Scioto County Record of Agreements.

B. Deed Book Vol. 544, Page 635 - Easement and right-of-way fifty feet (50 ft.) in width for construction, operation and maintenance of electric transmission line granted to the Ohio Power Company by easement from Detroit Steel Corporation dated September 22, 1964.

C. Deed Book Vol. 460, Page 506 - Easement and right-of-way over a 200 foot strip of ground for construction, operation and maintenance of an electric transmission line reserved in a deed from Ohio Power Company to Detroit Steel Corporation dated February 26, 1957.

D. Deed Book Vol. 400, Page 125 - Easement and right-of way for construction, operation and maintenance of electric transmission line reserved in a deed from Ohio Power Company to Detroit Steel Corporation dated December 28, 1951.

E. Deed Book Vol. 380, Page 245 - Easement and right-of-way for the construction, operation and maintenance of electric conduit and controls for the operation of Flood Pump Station No. 10 granted to the City of New Boston, Ohio, by Detroit Steel Corporation dated June 23, 1950.

F. Deed Book Vol. 369, Page 228 - Easement and right-of-way to construct, operate and maintain a system of valves and drain pipes to drain Millbrook Lake granted to the Ohio Power Company by Portsmouth Steel Corporation dated September 20, 1949.

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G. Deed Book Vol. 345, Page 6 - Easement and right-of-way for construction, operation and maintenance of a 36 inch drain granted to the City of New Boston. Ohio, by Portsmouth Steel Corporation dated November 6, 1947.

H. Deed Book Vol. 336, Page 237 - Easement and right-of-way for construction, operation and maintenance of the floodwall, gates, drains, pump houses and appurtenances thereto (Munns Run Sewer and Pump Station No. 11) granted to the City of New Boston, Ohio, by easement from the Portsmouth Steel Corporation dated August 19, 1947.

(Conditions and Stipulations Continued and Concluded From Reverse Side of Policy Face)

6. Determination and Payment of Loss
(a) The liability of the Company under this policy shall in no case exceed the least of:
(i) the actual loss of the insured claimant; or
(ii) the amount of insurance stated in Schedule A.
(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.
(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability
No claim shall arise or be maintainable under this policy
(a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice;
(b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or
(c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. Reduction of Liability
All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. Liability Noncumulative
It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. Apportionment
If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. Subrogation upon Payment or Settlement
Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies.
If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. Liability Limited to this Policy
This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy. No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice-President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Notices, where Sent
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the **number of this policy** and shall be addressed to its Home Office, Claims Department, 6300 Wilshire Boulevard, Los Angeles, California 90048.

Policy of Title Insurance

PIONEER NATIONAL TITLE INSURANCE

A TICOR COMPANY

AK000775

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, Cyclops Corporation ("Seller"), a Pennsylvania Corporation, has bargained and sold, and by these presents does grant, bargain, sell, release and confirm unto New Boston Coke Corporation ("Purchaser"), an Ohio corporation, under and pursuant to the Purchase Agreement ("Purchase Agreement") of even date by and among Seller, McLouth Steel Corporation, and Purchaser, all of the "Purchased Assets" as defined in the Purchase Agreement. All said property is sold "as is, where is," with all faults. Seller makes NO WARRANTY THAT SAID PROPERTY IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. Seller warrants that the title to said property conveyed hereby is good and marketable and its transfer rightful, and that said property is free from all security interests, liens, encumbrances, or claims of third persons, except for the liens, encumbrances and claims described in Paragraph 6(B) of the Purchase Agreement and in the various exhibits attached thereto, all of which documents are incorporated herein by reference. THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTION OF SAID PROPERTY IN THE PURCHASE AGREEMENT, except as expressly provided in the Purchase Agreement. By acceptance of delivery of said

property, Purchaser acknowledges that Purchaser has either examined said property as fully as desired, or has been given the opportunity for such examination and has refused to make such examination.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officers this 21st day of November, 1980.

CYCLOPS CORPORATION

By /s/ Robert A. Kushner

Title Vice President

ATTEST:

/s/ Robert J. Tate

Title Assistant Secretary

AK000778

DICKINSON, WRIGHT, McKEAN, CUDLIP & MOON

COUNSELLORS AT LAW

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MILTON M. THOMPSON

OF COUNSEL: ERWIN H. HAASS

*ADMITTED IN THE DISTRICT OF COLUMBIA

Cyclops Corporation
P.O. Box 369
Mansfield, Ohio 44901
Attn: President,
Empire-Steel Division

November 21, 1980

Re: Purchase of the Portsmouth Coke Plant and certain other Purchased Assets by New Boston Coke Corporation

Gentlemen:

This opinion is delivered to you pursuant to Paragraph 14(A) of the Purchase Agreement of even date (the "Agreement") between Cyclops Corporation, McLouth Steel Corporation and New Boston Coke Corporation providing, among other things, for the purchase of the Portsmouth Coke Plant and certain other Purchased Assets by New Boston Coke Corporation. Whenever used in this opinion any term defined in the Agreement shall have the same meaning herein as so defined therein, unless the context hereof otherwise requires.

We have acted as Counsel for McLouth Steel Corporation ("McLouth") and New Boston Coke Corporation ("Purchaser") in connection with the proposed purchase described above and the purchase of coke by McLouth pursuant to a Coke Sale Agreement of even date. In so acting, we have examined originals or facsimiles or certified copies of all such corporate records of McLouth and of Purchaser and of all such agreements, communications and other instruments, certificates of public officials, certificates of officers of McLouth and of Purchaser and such other documents as we have deemed relevant and necessary as a basis for our opinions hereinafter set forth. In such examination we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals and conformity to original documents of all documents submitted to us as certified copies or facsimiles, and we have relied upon such certificates of public officials and officers with respect to the accuracy of material factual matters contained therein which were not independently established.

Based upon the foregoing, we are of the opinion that:

1. Purchaser and McLouth have been duly incorporated and are validly existing corporations in good standing under the laws of their respective jurisdictions of incorporation.

2. Purchaser is duly authorized under its Articles of Incorporation, and under applicable laws, to execute, deliver and perform the Agreement in accordance with its terms and to execute, deliver and perform the Joint Use Contracts, Note, Security Agreement, Mortgage, Transfer and Assumption Agreements and Assumption Agreement; the execution, delivery and performance of the Agreement, and the execution and delivery of the Joint Use Contracts, Security Agreement, Mortgage, Transfer and Assumption Agreements, Assumption Agreement and Note by Purchaser have been duly authorized by all necessary corporate action; and the Agreement, and the Joint Use Contracts, Security Agreement, Mortgage, Transfer and Assumption Agreements, Assumption Agreement and Note constitute legal, valid and binding obligations of Purchaser, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to or affecting the enforcement of creditors' rights generally and by general equitable principals relating to specific performance.

3. The execution, delivery and performance of the Agreement and the execution, delivery and performance of the Joint Use Contracts, Security Agreement, Mortgage, Transfer and Assumption Agreements, Assumption Agreement and Note will not result in any violation of or be in conflict with any terms of any provision of the Articles of Incorporation or the By-Laws of Purchaser or of any agreement or other instrument known to us to which Purchaser is a party or by which it or its property is bound.

4. McLouth is duly authorized by its Articles of Incorporation, and under applicable laws, to execute, deliver and perform the Agreement and to execute, deliver and perform the Coke Sale Agreement, the Transfer and Assumption Agreements and the Guaranty in accordance with their terms; the execution, delivery and performance of the Agreement and the execution, delivery and performance of the Coke Sale Agreement, the Transfer and Assumption Agreements and Guaranty by McLouth have been duly authorized by all necessary corporate action; and the Agreement, the Coke Sale Agreement, the Transfer and Assumption Agreements and Guaranty constitute legal, valid and binding obligations of McLouth, enforceable in accordance with their respective terms.

5. The execution, delivery and performance of the Agreement and the execution, delivery and performance of the Coke Sale Agreement, the Transfer and Assumption Agreements and the Guaranty will not result in any violation of or be in conflict with any terms of any provision of the Articles of Incorporation or the By-Laws of McLouth or of any agreement or other instrument known to us to which McLouth is a party or by which it or its property is bound.

Very truly yours,

Dickenson, Wright, McKean
Cudlip & Moon

ASSUMPTION AGREEMENT

THIS AGREEMENT dated as of November 21, 1980, by and between CYCLOPS CORPORATION ("Cyclops"), a Pennsylvania Corporation and NEW BOSTON COKE CORPORATION ("New Boston"), an Ohio Corporation.

Cyclops, New Boston and McLouth Steel Corporation ("McLouth"), have entered into a Purchase Agreement ("Purchase Agreement") dated as of the date hereof providing for the sale to New Boston by Cyclops of the Purchased Assets (as defined in the Purchase Agreement). The sale of such Purchased Assets is taking place simultaneously with the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the sale to New Boston by Cyclops pursuant to the terms and conditions of the Purchase Agreement and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by Cyclops and New Boston, the parties hereto agree as follows:

1. Subject to the provisions of Section 4(B) of the Purchase Agreement, Cyclops hereby sells, assigns, transfers, conveys, delivers and sets over to New Boston, its successors and assignees, forever, all right, title and interest of Cyclops in, to and under all the contracts, leases, agreements, permits, plans, licenses, commitments, including, without limitation,

capital expenditures commitments and other binding arrangements of Cyclops material to the operations of the Portsmouth Coke Plant (as defined in the Purchase Agreement) (i) listed in Exhibit A attached hereto, or (ii) to be assigned to New Boston pursuant to Section 1(A)(iii) of the Purchase Agreement (hereinafter collectively referred to as the "Commitments"); or (iii) to be assigned to New Boston pursuant to Section 1(A)(iii) of the Purchase Agreement, but not required to be listed in Exhibit B to the Purchase Agreement pursuant to Section 1(A)(iii) thereof.

2. With respect to those Commitments described in Section 4(B) of the Purchase Agreement as not being assigned to New Boston, this Agreement shall not constitute an assignment or attempted assignment thereof, provided, however, that each of such Commitments shall be deemed assigned pursuant to the terms hereof on such dates as the necessary consent to each such assignment is obtained.

3. New Boston assumes and agrees to pay, perform and discharge all the terms, conditions, covenants and obligations of the Commitments assigned to New Boston pursuant to paragraphs 1 and 2 above and agrees to indemnify Cyclops against and hold it harmless from any liability, loss, damage or cost resulting from New Boston's performance or failure to

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perform the Commitments so assumed pursuant to this paragraph 3.

4. New Boston assumes and agrees to pay, perform and discharge all other obligations of Cyclops which shall accrue on and after the date hereof with respect to the Purchased Assets (as defined in the Purchase Agreement) and agrees to indemnify Cyclops from any liability, loss, damage or cost resulting from the obligations so assumed pursuant to this paragraph 4.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

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

Attest:

Asst. Secy.

CYCLOPS CORPORATION

By: Vice President

Attest:

Secretary

NEW BOSTON COKE CORPORATION

By: Donald A. Loeffler
President

AK000786

Project 886e
10/28/80 Last Rev

PROMISSORY NOTE

$5,000,000 November 21, 1980

For value received, NEW BOSTON COKE CORPORATION, an Ohio corporation, promises to pay to the order of CYCLOPS CORPORATION, a Pennsylvania corporation, the total principal sum of FIVE MILLION DOLLARS ($5,000,000) in four installment payments of principal as follows:

TWO MILLION DOLLARS ($2,000,000)
on January 1, 1982;

ONE MILLION DOLLARS ($1,000,000)
on January 1, 1983;

ONE MILLION DOLLARS ($1,000,000)
on January 1, 1984; and

ONE MILLION DOLLARS ($1,000,000)
on January 1, 1985;

together with interest before maturity on unpaid principal balances calculated from the date hereof and payable semi-annually on the first day of January and the first day of July of each year, commencing with the interest payment due on January 1, 1981. Interest on unpaid principal balances shall be calculated on the basis of a year of 365 or 366 days as the case may be and, for each month or fraction thereof prior to

maturity, shall be calculated at the prime commercial lending rate quoted by Mellon Bank, N.A., such rate to be determined as of the first business day of each such month.

Payments of both principal and interest shall be made in lawful money of the United States of America at the offices of Cyclops Corporation, 650 Washington Road, Pittsburgh, Pennsylvania 15228, or at such other place as the holder hereof shall designate in writing to the maker. If any payment of principal and/or interest becomes due and payable on a Saturday, Sunday, or public holiday under the laws of the Commonwealth of Pennsylvania, such payment shall be made on the next succeeding business day and such extension of time shall in such case be included in computing interest in connection with such payment.

Advance payments or other additional payments may be made on this promissory note at any time without penalty. Each such payment shall be applied first to accrued late charges and interest and second to unpaid installments of principal in their inverse order of maturity.

Upon non-payment of any installment of principal or interest when due, all remaining installments of principal shall, at the option of the holder hereof, become payable forthwith, without notice or demand; provided, however, that on

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not more than two occasions during the term of this promissory note, the maker shall have a grace period of seven business days within which to pay any overdue installment of principal and/or interest without acceleration of the remaining installments of principal. Such grace period shall commence on the first business day following the day on which notice of non-payment is mailed to the maker c/o McLouth Steel Corporation, 300 South Livernois Avenue, Detroit, Michigan 48209. Any installment of principal or interest not paid when due (whether as a result of acceleration or otherwise) shall, at the option of the holder hereof, bear late charges calculated on the basis of a year of 365 days or 366 days as the case may be and, for each month or fraction thereof that such installment remains unpaid, calculated at a per annum rate of five per cent (5%) above the prime commercial lending rate quoted by Mellon Bank, N.A., such rate to be determined as of the first business day of each such month. Late charges shall continue to accrue on any overdue installment of principal or interest at the applicable rate provided hereinabove until full payment of such overdue installment is received in hand by the holder hereof, irrespective of whether judgment has been entered against the maker with respect to such overdue installment, it being the intent of the maker that any such judgment shall bear interest at the applicable rate provided

hereinabove for late charges on overdue installments rather than at the statutory judgment rate.

The maker and any endorsers hereof waive presentment, demand for payment, protest and notice of non-payment; waive all set-offs and counter-claims; waive all exemptions to the extent permitted by law; and promise to pay reasonable attorney's fees and other legal expenses incurred by any holder hereof if placed in the hands of an attorney for collection after maturity or acceleration. The holder hereof may grant to the maker, any endorsers, and any other persons obligated hereon, extensions of time for payment of this promissory note and/or the maturity of any installment or installments, in whole or in part, without limit as to the number of such extensions, or the period or periods thereof.

This promissory note is the "Note" described in section 3(A) of the Purchase Agreement of even date by and among Cyclops Corporation, McLouth Steel Corporation, and the maker, and is secured by the Guaranty, Mortgage, and Security Agreement identified therein. The holder hereof is not required to rely on any collateral for the payment of this promissory note in the event of a default by the maker, but may proceed directly against the maker in such manner as the holder deems desirable. None of the rights and remedies of the holder

hereunder shall be waived or otherwise affected by failure or delay to exercise them. All remedies conferred on the holder by this promissory note or any other instrument or agreement shall be cumulative, and none is exclusive. Such remedies may be exercised concurrently or consecutively at the holder's option. This promissory note shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and judicial decisions of the Commonwealth of Pennsylvania, where it is payable.

The maker agrees that if, at any time prior to payment in full of its obligations hereunder, it obtains a federal, state or local governmental grant in connection with the coke producing facilities located in Scioto County, Ohio, and more particularly described in the aforementioned Purchase Agreement, it shall immediately pay the remaining installments of principal due hereunder in their inverse order of

maturity up to an amount not less than two third (2/3) of the total amount of such grant.

NEW BOSTON COKE CORPORATION

By /s/ Donald A. Lochhead

Title President

ATTEST:

/s/ Walter B. Robinson

Title Secretary

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SECURITY AGREEMENT

This Security Agreement is made as of the date set forth below by and between NEW BOSTON COKE CORPORATION ("Debtor"), an Ohio corporation having its chief executive office at 300 South Livernois Avenue, Detroit, Michigan 48209, and CYCLOPS CORPORATION, ("Secured Party"), a Pennsylvania corporation having its chief executive office at 650 Washington Road, Pittsburgh, Pennsylvania 15228, each intending to be legally bound hereby.

1. Grant of Security Interest; Description of Collateral. Debtor hereby grants to Secured Party a security interest in the following property:

(A) All equipment and other property described in Exhibit A attached hereto, and all present and future accessions, attachments, and accessories thereto and substitutions and replacements therefor and proceeds thereof, including amounts payable under any insurance policy, but specifically excluding all other hereafter acquired personal property of Debtor (except for all accessions, attachments, accessories, substitutions, replacements, and proceeds as aforesaid) brought onto or upon Debtor's property commonly known as the Portsmouth Coke Plant. The equipment and other property subject to Secured Party's security interest pursuant

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to this Subparagraph (A) is hereinafter sometimes referred to collectively as "Equipment Collateral."

(B) All contracts, leases, agreements, permits, plans, commitments, contract rights and other similar items acquired by Debtor from Secured Party under the Purchase Agreement ("Purchase Agreement") of even date by and among Secured Party, McLouth Steel Corporation ("McLouth"), and Debtor covering Debtor's purchase of certain property in Scioto County, Ohio, known as the Portsmouth Coke Plant and more particularly described in the Purchase Agreement, including without limitation all the items described in Exhibit B attached hereto.

All property subject to the security interest granted by Debtor to Secured Party hereunder is hereinafter collectively designated as "Collateral," and shall include without limitation any property described on any schedule now or hereafter made a part of this Security Agreement by agreement of the parties hereto.

2. What Obligations the Collateral Secures. The Collateral shall secure the full and timely payment and performance of the following obligations of Debtor and/or McLouth to Secured Party: (A) all amounts due or to become due under that certain promissory note ("Note") of even date in the

principal amount of Five Million Dollars ($5,000,000), executed by Debtor pursuant to the Purchase Agreement and representing part of the purchase price of the Portsmouth Coke Plant; (B) all other obligations of Debtor arising under or identified in the Purchase Agreement, including without limitation all Debtor's obligations described in Section 5 of the Purchase Agreement and all Debtor's obligations under this Security Agreement and the Mortgage and the Joint Use Contracts of even date by and between Debtor and Secured Party, all more particularly described in the Purchase Agreement; (C) without limitation of the foregoing, all liabilities and obligations assumed by Debtor pursuant to section 4(A) of the Purchase Agreement and/or the Assumption Agreement of even date by and between Debtor and Secured Party, more particularly described in the Purchase Agreement; (D) all amounts due and to become due from Debtor and/or McLouth to Secured Party under the Coke Sale Agreement ("Coke Sale Agreement"), the Agreement of Transfer and Assumption of Union Plan Assets and Liabilities, and the Agreement of Transfer and Assumption of Salaried Plan Assets and Liabilities of even date by and among McLouth, Debtor, and Secured Party, all more particularly described in the Purchase Agreement; and (E) all expenditures by Secured Party for taxes, insurance, repairs to and maintenance, protection, and preservation of the Collateral and all costs,

including attorney's fees and other legal expenses, incurred by Secured Party in curing any defaults and enforcing its rights under this Security Agreement. The Purchase Agreement, the Note, and the other agreements, liabilities, and obligations referred to in this Paragraph are hereinafter collectively referred to as the "Agreements".

3. Equipment Collateral to Remain Personal Property; Location of Collateral. The Equipment Collateral shall remain personal property and shall not become a part of any freehold, regardless of the manner of affixation. The Equipment Collateral shall, except when in use or consumed by Debtor in the ordinary course of business or under repair or in transit, be kept at Debtor's place of business at the Portsmouth Coke Plant, in Scioto County, Ohio; provided, however, that the Equipment Collateral or any part thereof may be kept on the premises of Ironton Coke Corporation in Ironton, Lawrence County, Ohio, so long as Ironton Coke Corporation is a wholly owned subsidiary of McLouth. Debtor will not remove any of the Equipment Collateral from such locations for any purpose other than repairs or transit between such locations without the prior written consent of Secured Party. The items of Collateral identified in Paragraph 1(B) hereof and all Debtor's records pertaining thereto shall be kept at such locations, or at such other locations as Debtor shall designate in a written notice to Secured Party.

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4. Debtor's Warranties, Representations, and Covenants. Debtor warrants and represents that Debtor is justly indebted to Secured Party for the full amount of the principal and interest represented by the Note and is justly liable to Secured Party for the full and timely performance of all its several other obligations arising under or identified in the Agreements and this Security Agreement; and that all information supplied and statements made by Debtor in any financial, credit, or accounting statement prior to, contemporaneously with or subsequently to the execution of this Security Agreement are and shall be true, correct, complete, valid, and genuine.

Debtor covenants and agrees (a) to defend at Debtor's own cost any action, proceeding, or claim affecting the Collateral except to the extent that such action, proceeding or claim is based principally on alleged acts or omissions of Secured Party; (b) to pay reasonable attorney's fees and other expenses incurred by Secured Party in enforcing its rights after any Event of Default; (c) to pay promptly all taxes, assessments, license and other public or private charges when levied or assessed against the Collateral or the Note or this Security Agreement (and this obligation shall survive the termination of this Security Agreement); (d) that if a certificate of title be required or permitted by law with

respect to any item of Equipment Collateral, Debtor shall obtain such certificate with respect to such item of equipment showing the security interest of Secured Party thereon; (e) to execute all financing statements and other documents that Secured Party reasonably deems necessary to perfect its security interest in the Collateral, and to do everything else necessary or expedient to preserve or perfect such security interest; (f) that Debtor will not misuse, fail to keep in good repair and operating condition, or secrete any of the Collateral, or, without the prior written consent of Secured Party, sell, lease, or otherwise encumber any of the Collateral except as expressly provided hereinbelow; (g) that the Collateral will not be used in violation of any applicable law or regulation or the terms of any insurance policy; provided, however, that this covenant shall not apply to current violations, if any; and (h) that Secured Party may, after giving at least twenty four (24) hours' prior oral or written notice to Debtor, enter upon Debtor's premises at any reasonable time to inspect the Collateral and Debtor's books and records pertaining to the Collateral, and Debtor shall assist Secured Party in making such inspection. Notwithstanding the foregoing covenants and agreements, Debtor may, without the prior written consent of Secured Party, (i) sell any item of Equipment Collateral and pay the gross

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proceeds of sale to Secured Party for credit against the indebtedness secured hereby, provided that at least ten (10) days prior to such sale, Debtor mails to Secured Party a written notice of the terms of such sale and a certificate of an officer of Debtor that such item of Equipment Collateral is not necessary to the operation of the Portsmouth Coke Plant; and (ii) sell any discrete item of Equipment Collateral having a replacement cost of less than twenty-five thousand dollars ($25,000), provided that such item is promptly replaced by an item of similar function and equal or better quality. Secured Party shall not unreasonably withhold its consent to Debtor's sale of any item of Equipment Collateral having a replacement cost of twenty-five thousand dollars ($25,000) or more, provided such item is promptly replaced by an item of similar function and equal or better quality. In no event shall Debtor grant, suffer, or permit any mortgage, security interest, or other lien with respect to the Collateral or any part thereof (including all present and future accessions, attachments, and accessories thereto and substitutions and replacements therefor and proceeds thereof) in favor of any entity other than Secured Party without the prior written consent of Secured Party unless Debtor, at its own expense, delivers to Secured Party an opinion of Ohio counsel reasonably satisfactory to Secured Party and in form and substance reasonably satisfactory to

Secured Party to the effect that such mortgage, security interest, or lien shall be subordinate to the security interest created hereunder in favor of Secured Party. In the event that any property now or hereafter attached or affixed to or comprising a part of the Collateral is separated and removed therefrom by an entity other than Secured Party pursuant to a mortgage, security interest, or lien, Debtor shall repair all damage resulting from such removal or shall reimburse Secured Party for the cost of such repairs.

Secured Party understands that Debtor may desire to finance new machinery, equipment, fixtures, and other improvements on or for use at the Portsmouth Coke Plant, and acknowledges that the security interest arising hereunder is not intended to encumber such new improvements (except for all accessions, attachments, accessories, substitutions, replacements, and proceeds as aforesaid) and accordingly agrees to subordinate the security interest arising hereunder to the lien securing the financing of such new improvements (except for all accessions, attachments, accessories, substitutions, replacements, and proceeds as aforesaid), provided such lien secures only indebtedness incurred to finance the cost of such new improvements (other than all accessions, attachments, accessories, substitutions, replacements, and proceeds as aforesaid) and provided the documentation evidencing the lien is in form reasonably satisfactory to Secured Party.

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5. Insurance and Risk of Loss. All risk of loss of, damage to or destruction of the Collateral shall at all times be on Debtor. Debtor will procure forthwith and maintain fire insurance with extended or combined additional coverage on the Equipment Collateral for the full insurable value thereof for the life of this Security Agreement plus such other insurance (including without limitation liability insurance) as Secured Party may reasonably specify from insurers satisfactory to Secured Party, and simultaneously with the execution of this Security Agreement, deliver each policy to Secured Party with a standard long form endorsement attached showing loss payable to Secured Party or assigns as their respective interests may appear. Each such policy shall provide that no cancellation therof shall be effective until at least thirty (30) days after the mailing of written notice of such cancellation to Secured Party. Secured Party's acceptance of policies in lesser amounts or risks shall not be a waiver of Debtor's foregoing obligation.

6. Events of Default. The following are Events of Default under this Security Agreement that will allow Secured Party to take such action under Paragraphs 7 and 8 hereof as it deems necessary:

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(a) any of the money obligations of Debtor and/or McLouth to Secured Party arising hereunder or under the Agreements is not paid promptly when due or within any grace period expressly provided for in the applicable instrument or agreement;

(b) Debtor and/or McLouth breaches any warranty, representation, covenant, or other provision hereof or of the Agreements; such breach has an adverse effect on Secured Party and/or the Collateral; and Debtor and/or McLouth does not cure such breach with all due diligence;

(c) Debtor and/or McLouth becomes insolvent, fails generally to pay its debts as such debts become due, makes a general assignment for the benefit of its creditors, ceases to do business as a going concern, or commences proceedings to wind up its affairs or dissolve its corporate existence;

(d) it is determined that Debtor and/or McLouth has given Secured Party materially false information regarding its financial condition or any other representation made by Debtor and/or McLouth in connection with this Security Agreement or the Agreements is determined to be materially false or materially misleading;

(e) any material part of the Collateral is lost or destroyed and not repaired or replaced by Debtor with all due diligence;

(f) any material part of the property of Debtor and/or McLouth is attached and such attachment is not dissolved within twenty (20) days thereafter;

(g) a court having jurisdiction in the premises in respect of Debtor and/or McLouth in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, enters an order or decree granting relief or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or any other similar official for Debtor and/or McLouth or for any substantial part of Debtor's and/or McLouth's property or ordering the winding up or liquidation of Debtor's and/or McLouth's affairs, and such decree or order continues unstayed and in effect for a period of sixty (60) consecutive days; or

(h) Debtor and/or McLouth commences a voluntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, or consents to the entry of an order in an involuntary

case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar official for Debtor and/or McLouth or of a substantial part of the property of Debtor and/or McLouth, or the taking of corporate action by Debtor and/or McLouth in furtherance of any of the foregoing.

7. Secured Party's Remedies Upon Default; Consent to Enter Premises. Upon the occurrence of an Event of Default and at any time thereafter, Secured Party shall have all the rights and remedies of a secured party under the Ohio Uniform Commercial Code and any other applicable laws, including the right to any deficiency remaining after disposition of the Collateral, for which deficiency Debtor agrees to remain fully liable. Debtor agrees that Secured Party, by itself or its agent, may, to the extent permitted by law, without notice to any person and without judicial process of any kind, enter into any premises or upon any land owned, leased, or otherwise under the real or apparent control of Debtor or any agent of Debtor where the Collateral may be or where Secured Party believes the Collateral may be, and disassemble, render unusable, repossess, and/or repair, preserve, and protect all or any item of the Collateral, disconnecting and separating any and all Collateral

from any other property and using all force necessary. Debtor expressly waives all further rights to possession of the Collateral after default and all claims for injuries suffered through or losses caused by such entering, repairing, preserving, protecting, and/or repossession. Secured Party may require Debtor to assemble the Collateral and return it to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties.

Secured Party will give Debtor reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale of the Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice will be met if such notice is mailed, postage prepaid, to Debtor c/o Chairman of the Board, McLouth Steel Corporation, 300 Livernois Avenue, Detroit, Michigan 48209 at least ten (10) days before the time of the sale or other disposition. Expenses of retaking, holding, preparing for sale, selling and the like shall include reasonable attorney's fees and other legal expenses. If Secured Party elects to take possession of and operate as mortgagee in possession or otherwise the real property comprised by the Portsmouth Coke Plant and subject to the Mortgage of even date by and between Debtor as mortgagor and Secured Party as mortgagee following Debtor's default under

said Mortgage, Secured Party shall have the right to use or consume all or any part of the Collateral in the course of such operations. Debtor acknowledges that Secured Party's rights are cumulative and not alternative.

8. Secured Party's Right to Buy at Private Sale. In addition to the foregoing rights and any other rights accorded to Secured Party by applicable law following an Event of Default, Secured Party shall have the option to purchase all or any part of the Collateral at one or more private sales at a price or prices equivalent to the fair market value of the items of Collateral so purchased, as determined by Secured Party and Debtor or by an appraiser or appraisers acceptable to both Secured Party and Debtor. In the event that Secured Party elects to exercise its option under this Paragraph and Debtor and Secured Party fail to agree on a mutually acceptable appraiser or appraisers, each party shall, within five (5) days after the mailing of written notice from either party to the other, appoint an appraiser to determine the fair market value of such items of Collateral. Within ten (10) days after the appointment of said two appraisers, said two appraisers shall appoint a third appraiser in accordance with the rules of the American Arbitration Association. Within twenty (20) days after the appointment of the third appraiser, the appraisers shall by majority vote determine the fair market value of the

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items of Collateral that Cyclops shall have elected to purchase pursuant to this Paragraph. Said proceedings shall be conducted in accordance with the rules and regulations of the American Arbitration Association, and all proceedings shall be held in Scioto County, Ohio. In the event that Debtor fails to perform its obligations under this Paragraph, Secured Party may enforce its rights under this Paragraph by an action for specific performance in any court of competent jurisdiction, and may at its option petition such court for the appointment by the court of an appraiser or appraisers to determine the fair market value of the items of Collateral that Secured Party shall have elected to purchase pursuant to this Paragraph. Debtor shall be bound by and shall pay any deficiency established by a sale of Collateral pursuant to this Paragraph, and shall pay all appraisal costs incurred by any person pursuant to this Paragraph.

9. Waiver of Defaults; Agreement Inclusive. Secured Party may in its sole discretion waive a default, or cure, at Debtor's expense, a default. Any such waiver in a particular instance or of a particular default shall not be a waiver of other defaults or the same kind of default at another time. No modification or change in this Security Agreement shall bind Secured Party unless in writing signed by Secured Party. No oral agreement shall be binding.

10. Termination of Security Interest. The security interest created hereunder will terminate upon the last to occur of the following events: (A) all Debtor's money obligations under the Note are paid and discharged in full; (B) all McLouth's obligations to pay for the coke inventory purchased from Secured Party under the Coke Sale Agreement are paid and discharged in full; and (C) November 30, 1985, provided that Mortgagor and/or McLouth is not then in default under any of the Agreements.

11. Miscellaneous. Debtor waives all exemptions to the extent permitted by law. Secured Party may correct patent errors herein and fill in such blanks as serial numbers and the like. This Security Agreement has been entered into under and pursuant to the laws of the State of Ohio, and for all purposes shall be construed in accordance with said laws. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Debtor acknowledges receipt of a true copy and waives acceptance hereof. "Debtor" and "Secured Party" as

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used in this Security Agreement include the successors and assigns of those parties.

IN WITNESS WHEREOF Debtor and Secured Party have each caused this Agreement to be duly executed and delivered by its duly authorized officers in its name and on its behalf this 21st day of November, 1980.

ATTEST:

Walter G Johnson

Title Secretary

NEW BOSTON COKE CORPORATION

By Donald A. Lockhart

Title President

ATTEST:

Asst. Secy.

Title Asst. Secy.

CYCLOPS CORPORATION

By

Title Vice President

This instrument was prepared by George M. Cheever, Esquire of the firm of Kirkpatrick, Lockhart, Johnson & Hutchison, 1500 Oliver Building, Pittsburgh, Pennsylvania 15222.

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EXHIBIT A

This Exhibit, consisting of eight (8) sheets, is a part of a Security Agreement by and between New Boston Coke Corporation, 300 South Livernois Avenue, Detroit, Michigan 48209 as Debtor and Cyclops Corporation, 650 Washington Road, Pittsburgh, Pennsylvania 15228 as Secured Party.

One (1) Koppers battery of seventy (70) coke ovens and oven machinery, including coal handling, coke preparation and coke handling machinery and equipment, coke by-products plant and integral equipment located at such facilities.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 30984.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 32524.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 36801.

One (1) Hough front end loader, Model H25, Serial No. 207899.

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One (1) Walden front end loader, Model 5000, Serial No. 6144.

Construction-in-progress at the Portsmouth Coke Plant.

Substation No. 3 with one (1) General Electric 12,500 kilo-volt-ampere transformer, 34,500/11,000 kilovolts, Serial No. E691329 and one (1) General Electric 3,750 kilo-volt-ampere transformer, 11,000/2,300 kilovolts, Serial No. B311312.

Substation No. 4 with three (3) General Electric kilo-volt-ampere transformers, each 11,000/2,300 kilovolts, Serial Nos. B530717, B530718 and C864210; one (1) General Electric 300 kilo-volt-ampere transformer, 2,400/480 volts, Serial No. B335516 and one (1) General Electric 940 kilo-volt-ampere transformer, 2,400/222 volts, Serial No. D551746.

Substation No. 6 with one (1) General Electric 1,500 kilo-volt-ampere transformer, 2,400/480 volts, Serial No. E693078 and one (1) General Electric 658 kilo-volt-ampere transformer, 2,400/232 volts, Serial No. D575170.

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One (1) Babcock-Wilcox multi-fuel fired boiler, Model PFI, with super heat, economizer and soot blowers, Serial No. 142679.

One (1) Babcock-Wilcox multi-fuel fired boiler, Model PFI, with super heat, economizer and soot blowers, Serial No. 144134.

One (1) Graver water treatment plant, with 250,000 gallon storage tank for treated water.

One (1) Caterpillar front end loader (track type), Model No. 977L, Serial No. 14X1430.

One (1) Ball Bearing power hacksaw, Model No. 6A, (at position PH-2).

One (1) Armstrong Blum band saw (at position BS-2).

One (1) Simmons Machine Tool radial drill (at position RD-2).

One (1) Bridgeport grinder, identification no. WO-36UC2.

Miscellaneous machine shop tools purchased by Mortgagor from Mortgagee.

AK000814

One (1) Lincoln welder, Model No. 250-250, Serial No. AC 309129 (at forge shop).

One (1) Lincoln welder, Model No. 250-250, Serial No. AC 234940 (at forge shop).

One (1) Miller welder, Model No. SR300, Serial No. D3606 (at forge shop).

One (1) Rockwell (Delta Mil) saw, Serial No. MX2-4442 (at carpenter shop).

Miscellaneous metal shop tools purchased by Mortgagor from Mortgagee.

One (1) Toledo Beaver Tools pipe machine, Serial No. 702454 (at pipe shop).

One (1) jib crane, identification no. Clev-A2.

Miscellaneous electric shop tools purchased by Mortgagor from Mortgagee.

One (1) cut-off saw, Model No. 22A, Serial No. 22A160 (at pipe shop).

Two hundred (200) feet of one-inch (1") cast iron pipe.

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Two hundred (200) feet of two-inch (2") cast iron pipe.

Two hundred (200) feet of three-inch (3") cast iron pipe.

Two hundred (200) feet of four-inch (4") cast iron pipe.

Stainless steel and galvanized steel sheets (at tin shop).

Ninety-five (95) gallons of ore bridge paint (fifty (50) gallons of primer and forty-five (45) gallons of finish).

One (1) Morgan crane, 64 ft., -0- in. span.

One (1) drop table.

One (1) Cummins quench engine, Model No. H743B175, Serial No. 601547.

Minor tools.

One (1) Peerless pump, Serial No. 134981 (at position 1).

One (1) Peerless pump, Serial No. 134980 (at position 3).

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One (1) American diesel electric locomotive crane, Model No. 840, Serial No. 2661.

One (1) American diesel electric locomotive crane, Model No. 840, Serial No. 2029.

One (1) General Electric locomotive engine, Serial No. 31275.

One (1) Fort Acme work boat (Serial No. 1167) with power unit (Evinrude outboard engine, Serial No. 00004802.

One (1) Lincoln portable welder, 400 amperes, Model No. SAM 400-2056, Serial No. 726892.

One (1) Worthington portable air compressor, Model No. 1940, Serial No. 808C-160.

One (1) International backhoe, Model No. 3400D, Serial No. 0658.

One (1) Towmotor forklift, Model No. V60B, Serial No. 83M300.

One (1) Caterpillar front end loader (rubber tires), Model No. 980B, Serial 89P4092.

One (1) Ford pick-up truck, Model No. F100, Serial No. F10BNEA1371.

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One (1) Chevrolet mobile welding truck, Model No. C531003, Serial No. CS3301105220, with Lincoln welder, Model No. SAE-400-F-245

One (1) Ford dump truck, Model 615E, Serial No. F61EVAG2496.

One (1) GMC dumpster, Model No. GMC8500A-478, Serial No. HM80AD066051.

One (1) clamshell bucket for locomotive crane.

One (1) General Electric locomotive engine, Serial No. 31271.

One (1) telescoping gas holder, 145 ft. diameter, height 35 ft. to 180 ft.

Four (4) dump boxes for GMC dumpster.

Fifty (50) pieces of 100 lb. rail, 39 ft. length.

Eighteen (18) pieces of 132 lb. rail, 60 ft. length.

Eight hundred twenty-five (825) pieces of 132 lb. railroad plates.

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Two thousand five hundred (2,500) pieces of 100 lb. railroad plates.

Seventy-five (75) pair of 132 lb. railroad angle bars.

Seventy (70) pair of 100 lb. railroad angle bars.

Four hundred twenty-two (422) railroad ties, lengths 8 ft. - 6 in. to 12 ft.

Pathon cylinder for door machine

Cage bars for Williamson hammer mill

Thrash pump for pollution - coke conveyor

Pump rotor for by-products plant

Repair clamps for service water liens

Screw spikes for pushing machine tracks

Compressor for exhauster equipment

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EXHIBIT B

This Exhibit, comprising 6 pages, is a part of the Security Agreement by and between Cyclops Corporation, 650 Washington Road, Pittsburgh, Pennsylvania 15228 as secured party and New Boston Coke Corporation, 300 South Livernois Avenue, Detroit, Michigan 48209 as debtor.

CONTRACTS OF SALE/PURCHASE -- MATERIALS

1. Agreement, as amended, between Detroit Steel Corporation and Ashland Oil and Refining Company for sale of light oil, dated January 4, 1962.

2. Agreement between Empire-Detroit Steel Division of Cyclops Corporation and Allied Chemical Corporation for sale of crude coke oven tar, dated October 11, 1979.

3. Purchase orders for undelivered items set forth below:

Winton cage bars for Williamson Hammer mill (Purchase Order No. 81499, dated April 3, 1980)	$4,632
Harbison-Walker coke oven brick for oven doors (Purchase Order No. 81593, dated May 1, 1980)	12,353

Koppers links and clevis for door machine (Purchase Order No. 81761, dated August 4, 1980)	1,207
Koppers bushings and clevis for larry car jumper pipe (Purchase Order No. 81762, dated August 4, 1980)	1,024
Koppers jumper pipe assembly for larry car (Purchase Order No. 81779, dated September 8, 1980)	3,470
Total	$22,686

CONTRACTS FOR UTILITY SERVICE

1. Agreements between Empire-Detroit Steel Division of Cyclops Corporation and Ohio Power Company for provision of electrical power to substations Nos. 2 and 3 (for less than one year from May 30, 1980), undated.

2. Agreement between Empire-Detroit Steel Division of Cyclops Corporation and Columbia Gas of Ohio, Inc., for provision of natural gas service, dated October 28, 1975.

3. Agreement between Detroit Steel Corporation and The City of Portsmouth, Ohio for provision of water service, dated July 1, 1970.

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PERMITS AND LICENSES

Environmental

1. Permits issued by Ohio Environmental Protection Agency for the Empire-Detroit Steel Division of Detroit Steel Corporation/Cyclops Corporation to operate air contaminant sources;

   a. coke ovens/by-products, Application No. 0773010004P01, issued December 22, 1978, expiring December 22, 1981;

   b. boiler No. 1 (Babcock-Wilcox) at boiler house No. 7, Application No. 0773010004B008, issued June 6, 1980, expiring June 6, 1983;

   c. boiler No. 2 (Babcock-Wilcox) at boiler house No. 7, Application No. 0773010004B009, issued June 6, 1980, expiring June 6, 1983;

2. Permits issued by Ohio Environmental Protection Agency for Empire-Detroit Steel Division of Cyclops Corporation, No. D012*AD (amended to No. D012*BD) for discharges through Outfall Nos. 001, 002, 003 and 004.

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Atomic Materials

1. Materials License No. 34-10533-01 issued January 23, 1979, by the United States Nuclear Regulatory Commission to Empire-Detroit Steel Division of Cyclops Corporation for use of Cesium 137 in coke oven machinery interlocking device, expiring July 31, 1984.

EASEMENTS AND RIGHTS-OF-WAY

1. Easement from The City of Portsmouth, Ohio to Empire-Detroit Steel Division of Cyclops Corporation to construct a tar loading facility, dated July 26, 1976.

2. Agreement between Detroit Steel Corporation and The Baltimore and Ohio Railroad Company for description of common boundary line, quitclaim conveyance of certain premises to the railroad, a reservation of rights regarding an underpass and drain, electric power lines and other lines, a 20-inch water main and valve pits, pit containing valves, screens and other facilities, the "Old Munn's Run Culvert" and a water main, and other facilities, dated November 9, 1964.

3. Easements reserved and retained by Cyclops Corporation in deed to New Boston Coke Corporation, dated of even date

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with the Purchase Agreement, the descriptions of which are set forth on Exhibit M to the Purchase Agreement.

Radio Transmitters

1. Authorization of Federal Communications Commission (File No. 13713-1X-57) to Empire-Detroit Steel Division of Cyclops Corporation to operate radio transmitter in mobile units, expiring July 1 1982 (for frequency 153.155).

2. Authorization of Federal Communications Commission (File No. 2684-1B-108) to Empire-Detroit Steel Division of Cyclops Corporation to operate radio transmitters in mobile units, expiring November 15, 1982 (for frequencies 468.2125, 468.3135 and 468.3625).

LEASES

1. Lease from The City of Portsmouth, Ohio to Empire-Detroit Steel Division of Cyclops Corporation for .368 acres near municipal water filtration plant, dated December 29, 1971.

2. Sublease from Empire-Detroit Steel Division of Cyclops Corporation to The Baltimore and Ohio Railway Company of 29 sq. ft. near municipal water filtration plant, dated October 31, 1971.

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SETTLEMENT AGREEMENTS

1. Stipulation and Settlement Agreement in Marshall v. Empire-Detroit Steel Corporation., (approved by order dated February 21, 1980), at Docket No. 78-3789 of the Occupational Safety and Health Review Commission for, among other things, electrical wiring in coal handling building.

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MORTGAGE DEED

THIS MORTGAGE is made the 21st day of November, 1980, by and between NEW BOSTON COKE CORPORATION (hereinafter called "Mortgagor"), an Ohio corporation having its chief executive office at 300 South Livernois Avenue, Detroit, Michigan 48209, and CYCLOPS CORPORATION (hereinafter called "Mortgagee"), a Pennsylvania corporation having its chief executive office at 650 Washington Road, Pittsburgh, Pennsylvania 15228.

WHEREAS, pursuant to the Purchase Agreement (hereinafter called the "Purchase Agreement") of even date by and among Mortgagee, McLouth Steel Corporation (hereinafter called "McLouth"), and Mortgagor, Mortgagor is purchasing from Mortgagee and Mortgagee is selling and conveying to Mortgagor certain coke making facilities and other real and personal property located in Scioto County, Ohio, and hereinafter referred to as the "Portsmouth Coke Plant", and

WHEREAS, among the several obligations of Mortgagor arising under or in connection with the Purchase Agreement are (1) the timely payment of all principal, interest, and other charges accruing under the Promissory Note (hereinafter called the "Note" and more particularly described in Section 3 of the

Purchase Agreement) of even date herewith whereby Mortgagor is indebted to Mortgagee in the principal sum of five million dollars ($5,000,000) lawful money of the United States of America, representing a portion of the purchase price for the Portsmouth Coke Plant; (2) the full and timely payment and performance of certain contractual obligations arising under the two Joint Use Contracts (hereinafter called the "Joint Use Contracts") of even date by and between Mortgagor and Mortgagee, more particularly described in Section 10 of the Purchase Agreement; (3) the full and timely payment and performance of all Mortgagor's obligations under the Security Agreement (hereinafter called the "Security Agreement") of even date herewith by and between Mortgagor as debtor and Mortgagee as secured party, more particularly described in Section 3 of the Purchase Agreement; (4) the full and timely payment and performance of the liabilities and obligations assumed by Mortgagor under Section 4(A) of the Purchase Agreement and/or the Assumption Agreement (hereinafter called the "Assumption Agreement") of even date by and between Mortgagor and Mortgagee, more particularly described in Section 14(B) of the Purchase Agreement, in connection with the various agreements and other items referred to therein and/or identified in the Exhibits attached to the Purchase Agreement; (5) the full and timely payment and performance of all Mortgagor's liabilities

and obligations described in Section 5 of the Purchase Agreement; (6) the full and timely payment and performance of all the obligations of Mortgagor and/or McLouth under the Agreement of Transfer and Assumption of Union Plan Assets and Liabilities and the Agreement of Transfer and Assumption of Salaried Plan Assets and Liabilities (hereinafter together called the "Transfer and Assumption Agreements") both of even date by and among McLouth, Mortgagor, and Mortgagee and more fully described in Section 5 of the Purchase Agreement; and (7) the full and timely payment of all costs, including attorney's fees and legal expenses, incurred by Mortgagee in enforcing its rights under this Mortgage and the several instruments and agreements referred to above, in curing any defaults hereunder or thereunder, and in repairing, maintaining, protecting, and preserving the collateral security for the payment and performance of Mortgagor's several obligations under such instruments and agreements, and

WHEREAS, in connection with the sale of the Portsmouth Coke Plant, McLouth is purchasing from Mortgagee certain coke inventory under the Coke Sale Agreement (hereinafter called the "Coke Sale Agreement") by and among McLouth, Mortgagor, and Mortgagee, more particularly described in Section 9 of the Purchase Agreement;

NOW THEREFORE, in consideration of all the obligations of Mortgagor and/or McLouth arising under or in connection with the Note, the Purchase Agreement, the Security Agreement, the Assumption Agreement, the Coke Sale Agreement, the Guaranty, the Transfer and Assumption Agreements and/or the Joint Use Contracts (all such instruments, agreements and other items being incorporated herein by reference and being hereinafter collectively referred to as the "Agreements", and all such obligations being hereinafter collectively referred to as the "Obligations") and for better securing the payment and performance of the same to Mortgagee, and the performance of the covenants and agreements hereinafter expressed, Mortgagor does hereby grant, convey, and mortgage unto Mortgagee all those certain lots or parcels of ground (hereinafter called the "Land") conveyed by Mortgagee to Mortgagor by Deed of even date and described in Exhibit A attached hereto and made a part hereof for all purposes.

TOGETHER WITH any and all buildings and improvements now erected thereon.

TOGETHER WITH any and all fixtures, and all machinery, equipment, and other articles of property, whether real estate or not, now attached to or situated in or upon, and used or useful in the operation of, the Land or the buildings

and improvements now erected thereon including without limitation all the property Exhibit B attached hereto and all the property subject to the security interest created in favor of Mortgagee under the Security Agreement.

TOGETHER WITH all present and future accessions, attachments and accessories to and substitutions and replacements for any of the buildings, improvements, fixtures, machinery, equipment, and other articles of property described hereinabove, but specifically excluding all other hereafter acquired property of Mortgagor (except for all accessions, attachments, accessories, substitutions, replacements, and proceeds as aforesaid) brought onto or upon the Land including fixtures, machinery and equipment, which shall not be considered as part of the real estate encumbered hereby.

TOGETHER WITH all proceeds of any condemnation or eminent domain proceedings in respect of the Land.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances belonging to the Land or any part thereof, hereby mortgaged or intended so to be, or in anywise appertaining thereto (including but not limited to all income, rents, and profits arising therefrom), all streets, alleys, passages, ways, watercourses, all other rights, liberties, and privileges of whatsoever kind or character, the

reversions and remainders, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well at law as in equity, of Mortgagor, in and to all of the foregoing or any or every part thereof (said Land, buildings, improvements, fixtures, machinery, equipment, tenements, and other property interests being hereinafter collectively called "Premises").

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns forever.

ARTICLE I

COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee, as follows:

Warranty of Title

1.01. Mortgagor warrants that it is the lawful fee simple owner of the Land, and has the right to convey the same.

Mortgagor will warrant and defend said Premises, with the above mentioned appurtenances, to the said Mortgagee, its successors and assigns, forever, against all claims and demands whatsoever.

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Payment of Indebtedness

1.02. Mortgagor shall pay to Mortgagee the principal of and interest upon the Note according to the terms of the Note secured hereby, reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record, and all other sums hereby secured; and shall keep and perform every other covenant and agreement of this Mortgage and the Agreements.

Waste and Maintenance of Premises

1.03. Mortgagor shall abstain from and not permit the commission of waste in or about the Premises; shall not remove or demolish, or alter the structural character of, any building at any time erected on the Premises without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld; and shall maintain the Premises in good condition and repair, reasonable wear and tear excepted. Mortgagee shall have the right, but not the duty, to enter upon the Premises at any reasonable hour to inspect the order, condition, and repair thereof, including the interiors of any buildings and improvements located thereon; provided, however, that Mortgagee shall give Mortgagor at least twenty four (24) hours' prior oral or written notice of Mortgagee's intention to make such inspection.

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Insurance Obligation

1.04. Mortgagor will procure, deliver to, and maintain for the benefit of Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings and improvements now existing or hereafter erected on the said Land against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as Mortgagee may reasonably designate, and such other policies of insurance (including without limitation liability insurance) as Mortgagee shall reasonably require. All policies of insurance required hereunder shall be delivered to Mortgagee simultaneously with the execution of this Mortgage and shall be in such form, companies, and reasonable amounts as Mortgagee may accept, shall contain the Ohio standard or other mortgagee clause acceptable to Mortgagee, with loss payable to Mortgagor and Mortgagee as their interests may appear, and shall provide that no cancellation thereof shall be effective until at least thirty (30) days after the mailing of written notice of such cancellation to Mortgagee. Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to Mortgagee renewals of such policy or policies at least ten (10) days

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prior to the expiration date(s) thereof; the said policies and renewals to be marked "paid" by the issuing company or agent. Upon Mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may, in its discretion, effect any insurance required hereunder and pay the premiums due therefor, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagor with interest at a rate determined in accordance with Paragraph 4.04 below, and shall be secured by this Mortgage.

Mortgagor covenants and agrees that if, at any time during the term of this Mortgage, including any extensions thereof, the area comprising the Land or any part thereof is located in a designated "flood prone" area pursuant to the Flood Disaster Protection Act of 1973, or any amendments or supplements thereto, then in that event Mortgagor shall obtain flood insurance in such total amount as Mortgagee may from time to time require and shall otherwise comply with the National Flood Insurance Program as set forth in said Flood Disaster Protection Act of 1973. Mortgagor further covenants and agrees to comply fully with the requirements of the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973, as the same may be amended from time to time, and any other law, order, rule, ordinance, or regulation concerning flood insurance, to the extent that the same apply to the Premises or any part thereof.

In the event of any loss or damage, Mortgagor will give prompt notice thereof to Mortgagee. All proceeds of insurance in the event of such loss or damage shall be payable jointly to Mortgagor, its successors and assigns, and Mortgagee. All funds will be utilized by Mortgagor to the extent necessary to restore the Premises to substantially the same condition as the Premises existed prior to the loss or damage, unless Mortgagor shall elect not to do so. In the latter event, Mortgagee shall then apply the proceeds to the then existing indebtedness secured hereunder and the balance shall be paid to Mortgagor.

Payment of Taxes and Other Charges

1.05. Mortgagor shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Premises or any part thereof, without any deduction, defalcation, or abatement, not later than ten (10) days before the date on which such taxes, water and sewer rents, claims, and liens commence to bear interest or penalties, and, not later than such dates, shall produce to Mortgagee receipts for the payment thereof in full, and shall pay every other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Premises prior to the lien of this Mortgage; provided, however,

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that if Mortgagor shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances, or other charges, or the validity thereof, and shall have established on its books, or by deposit of cash with Mortgagee (as Mortgagee may elect), a reserve for the payment thereof in such amount as Mortgagee may require, then Mortgagor shall not be required to pay the same, or to produce such receipts, during the maintenance of said reserve and as long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

Payment of Future Taxes

1.06. If any time the United States Government or any department or bureau thereof shall require internal revenue stamps on the Note, upon demand Mortgagor shall pay for same; and on default of such payment within fifteen (15) days after demand for same, the holder of the Note may pay for such stamps and add the amount so paid to the indebtedness secured by this Mortgage, and said additional principal shall bear interest at rates determined in accordance with Paragraph 4.04 below. If any law or ordinance adopted hereafter imposes a tax on Mortgagee with respect to the Premises, the value of Mortgagor's equity therein, the amount of the indebtedness

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secured hereby, the Note, any other of the Agreements, or this Mortgage, Mortgagee shall have the right at its election from time to time to give Mortgagor sixty (60) days' written notice to pay the indebtedness secured hereby, whereupon such indebtedness shall become due, payable, and collectible at the expiration of such period of sixty (60) days, unless prior thereto, lawfully and without violation of usury laws, Mortgagor has paid any such tax in full as the same became due and payable, in which event such notice shall be deemed to have been rescinded with respect to any right of Mortgagee hereunder arising by reason of the tax so paid. No prepayment charge or premium shall apply to any payment of the indebtedness secured hereby pursuant to any such notice, if the payment is made before the expiration of such period of sixty (60) days.

Security Agreement

1.07. This Mortgage creates a security interest in the property included in the Premises and constitutes a security agreement under the Ohio Uniform Commercial Code. Mortgagor shall execute, file, and refile such financing statements or other security agreements as Mortgagee shall require from time to time with respect to property included in the Premises.

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Condemnation and Arbitration

1.08. If any part of the Premises but less than all are taken or acquired, either temporarily or permanently, by any condemnation proceeding or by the right of eminent domain, any award or payment received by Mortgagor shall be payable jointly to the parties hereto. Said payment or award shall be first utilized to restore or repair any damage to the Premises occasioned by said taking. Any portion of said payment or award not so used shall be applied against the indebtedness secured hereunder, and the excess (if any) shall be retained by Mortgagor.

In the event that all of the Premises are so taken or acquired by any condemnation proceedings or by the right of eminent domain, any award or payment received by Mortgagor shall be paid to Mortgagee for application against the then existing balance of Mortgagor's money Obligations and any remaining portion of the award or payment shall be retained by Mortgagor.

Compliance With Ordinances

1.09. Mortgagor shall comply with any federal, state, or municipal ordinance or regulation affecting the Premises within thirty (30) days after notice thereof from the

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public authority charged with the duty of giving such notice; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such ordinance or regulation, or the validity thereof, then Mortgagor shall not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor; and provided further that this covenant shall not apply to current violations, if any.

Prohibition Against Liens

1.10. Without the prior written consent of Mortgagee, Mortgagor will not grant, suffer, or permit any mortgage, security interest, or other lien with respect to the Premises or any part thereof (including all present and future accessions, attachments, accessories, substitutions, replacements, and proceeds) in favor of any entity other than Mortgagee, except as expressly provided in Paragraph 1.05 hereof, unless Mortgagor, at its own expense, shall deliver to Mortgagee an opinion of Ohio counsel reasonably satisfactory to Mortgagee and in form and substance reasonably satisfactory to Mortgagee, to the effect that such mortgage, lien, or security interest shall be subordinate to the mortgage lien and estate

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created hereunder in favor of Mortgagee. In the event that any real or personal property now or hereafter attached to or situated on or comprising a part of the Premises is removed therefrom pursuant to a mortgage, lien, or security interest in favor of any entity other than Mortgagee, Mortgagor shall repair all damage to the Premises caused by such removal or reimburse Mortgagee for the cost of such repairs; and the prompt payment and performance of Mortgagor's foregoing obligations shall be secured by this Mortgage.

Mortgagee understands that Mortgagor may desire to finance new machinery, equipment, fixtures, and other improvements on the Premises and acknowledges that the lien of this Mortgage is not intended to encumber such new improvements (except for all accessions, attachments, accessories, substitutions, replacements, and proceeds as aforesaid) and accordingly agrees to subordinate the lien of this Mortgage to the lien securing the financing of such new improvements (except for all accessions, attachments, accessories, substitutions, replacements, and proceeds as aforesaid) provided such lien secures only indebtedness incurred to finance the cost of such new improvements (other than all accessions, attachments, accessories, substitutions, replacements, and proceeds as aforesaid) and provided the documentation evidencing the lien is in form reasonably satisfactory to Mortgagee.

ARTICLE II

DEFAULT AND BREACH

Events of Default

2.01. The following shall constitute Events of Default hereunder:

(a) any of the money obligations of Mortgagor and/or McLouth to Mortgagee arising hereunder or under the Agreements or otherwise is not paid promptly when due or within any grace period provided for in the applicable instrument or agreement;

(b) Mortgagor and/or McLouth breaches any warranty, representation, covenant, or other provision hereof or of the Agreements; such breach has an adverse effect on Mortgagee and/or the Premises; and Mortgagor and/or McLouth does not cure such breach with all due diligence;

(c) Mortgagor and/or McLouth becomes insolvent, fails generally to pay its debts as such debts become due, makes a general assignment for the benefit of its creditors, ceases to do business as a going concern, or commences proceedings to wind up its affairs or dissolve its corporate existence;

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(d) it is determined that Mortgagor and/or McLouth has given Mortgagee materially false information regarding its financial condition or any other representation made by Mortgagor and/or McLouth in connection with this Mortgage or the Agreements is determined to be materially false or materially misleading;

(e) any material part of the Premises is lost or destroyed and not repaired or replaced by Mortgagor with all due diligence;

(f) any material part of the property of Mortgagor and/or McLouth is attached or levied upon and such attachment or levy is not dissolved within twenty (20) days thereafter;

(g) a court having jurisdiction in the premises in respect of Mortgagor and/or McLouth in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, enters an order or decree granting relief or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or any other similar official for Mortgagor and/or McLouth or for any substantial

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part of Mortgagor's and/or McLouth's property or ordering the winding up or liquidation of Mortgagor's and/or McLouth's affairs, and such decree or order continues unstayed and in effect for a period of sixty (60) consecutive days; or

(h) Mortgagor and/or McLouth commences a voluntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, or consents to the entry of an order in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar official for Mortgagor and/or McLouth or of a substantial part of the property of Mortgagor and/or McLouth, or the taking of corporate action by Mortgagor and/or McLouth in furtherance of any of the foregoing.

Remedies for Default

2.02. Upon the happening of any one or more of said Events of Default, the entire unpaid balance of the principal of the Note, the accrued interest thereon, and all other sums secured by this Mortgage shall, at the option of Mortgagee,

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become immediately due and payable without notice or demand, and in any such Event of Default Mortgagee may forthwith:

Foreclosure

(a) Institute any action of mortgage foreclosure, or take such other action, as the law allows, at law or in equity, for the enforcement thereof and realization on the mortgage security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of the principal sum of the Note, with interest at the rates stipulated in the Note, together with all other sums secured by this Mortgage, all costs of suit, and interest at a rate determined in accordance with Paragraph 4.04 below on any judgment obtained by Mortgagee from and after the date of any Sheriff's Sale of the Premises (which may be sold in one parcel or in such parcels, manner, or order as Mortgagee shall elect) until actual payment is made by the Sheriff of the full amount due Mortgagee; or

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Possession and Receivership

(b) Enter into possession of the Premises, with or without legal action, and by force if necessary; lease or operate the same; collect all rents and profits therefrom and, after deducting all costs of collection and administration expenses, apply the net rents and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums, and all other carrying charges (including but not limited to agents' compensation and fees and costs of counsel and receivers) and to the maintenance, preservation, protection, repair, or restoration of the Premises, or on account and in reduction of the Obligations hereby secured, in such order and amounts as Mortgagee in Mortgagee's sole discretion may elect; and have a receiver appointed to enter into possession of the Premises, collect the rents and profits therefrom, and apply the same as the court may direct. Mortgagee shall be liable to account only for rents

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and profits actually received by Mortgagee. For such purposes Mortgagor hereby authorizes any attorney of any court of record to appear for Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of the Premises, and to confess judgment therein against Mortgagor in favor of Mortgagee, whereupon a writ may forthwith issue for the immediate possession of the Premises, without any prior writ or proceeding whatsoever; and for so doing this Mortgage or a copy thereof verified by affidavit shall be a sufficient warrant.

In exercising any of the powers contained in this paragraph Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by Mortgagor in the operation thereof or of any part thereof.

Remedy for Breach

2.03. If Mortgagor fails to pay any tax, claim, lien, or encumbrance which shall be or become prior in lien to this Mortgage, or to pay any insurance premium as aforesaid, or

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to keep the Premises in repair, as aforesaid, or commits or permits waste, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment, or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of said purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, together with interest on each such advance at a rate determined in accordance with Paragraph 4.04 below, and all such sums and interest thereon shall be secured hereby.

Assignment of Leases and Rents

2.04. As further security for payment of the indebtedness and performance of the Obligations, covenants, and agreements secured hereby, Mortgagor hereby assigns to Mortgagee all leases already in existence and to be created in the future, together with all rents to become due under existing or future leases. This assignment, however, shall be operative only in the event of the occurrence of a default

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hereunder, or under the Note or other instrument or agreement collateral hereto, remaining uncured at the expiration of the grace period, if any, provided in respect to such default; and in any such case Mortgagor hereby confers on Mortgagee the exclusive power, to be used or not in its sole discretion, to act as agent, or to appoint a third person to act as agent for Mortgagor, with power to take possession of, and collect all rents arising from, the Premises and apply such rents, at the option of Mortgagee, to the payment of the taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses and Obligations, in such order of priority as Mortgagee may in its sole discretion determine, and to turn any balance remaining over to Mortgagor; but such collection of rents shall not operate as an affirmance of the tenant or lease in the event Mortgagor's title to the Premises should be acquired by Mortgagee. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee. In exercising any of the powers contained in this paragraph Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by Mortgagor in the rental or leasing thereof or of any part thereof.

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ARTICLE III

SATISFACTION AND RELEASE

Satisfaction of Mortgage

3.01. Anything hereinbefore contained to the contrary notwithstanding, this Mortgage and the estate hereby granted shall cease and become void upon the last to occur of the following events: (A) all Mortgagor's money Obligations under the Note are paid and discharged in full; (B) all McLouth's obligations to pay for the coke inventory purchased from Mortgagee under the Coke Sale Agreement are paid and discharged in full; and (C) November 30, 1985, provided that Mortgagor and/or McLouth is not then in default under any of the Agreements.

Transfer of Title by Mortgagor

3.02. Any transfer by sale, gift, operation of law, or otherwise of the fee title interest in all or any portion of the Premises shall have the same consequences as an Event of Default respecting the indebtedness secured hereby, and upon such transfer, Mortgagee, without prior notice or the elapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable, and exercise all other rights and remedies provided in this Mortgage, any of the Agreements, or otherwise at law; provided,

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however, that no joint venture or merger involving Mortgagor and/or any of Mortgagor's assets and no sale or other disposition of capital stock of Mortgagor shall be deemed a transfer subject to this paragraph so long as McLouth shall retain an interest of at least fifty per cent (50%) in the capital stock and/or assets of Mortgagor.

ARTICLE IV

MISCELLANEOUS

Notice

4.01. A notice that is mailed by certified mail to Mortgagor c/o Chairman of the Board, McLouth Steel Corporation, 300 Livernois Avenue, Detroit, Michigan 48209, shall be sufficient notice when required under this Mortgage.

Waiver of Defenses and Certain Notices

4.02. Mortgagor hereby waives and releases: (a) all errors, defects, and imperfections in any proceedings instituted by Mortgagee under this Mortgage; (b) all benefit that might accrue to Mortgagor by virtue of any present or future laws exempting the Premises, or any part of the proceeds arising from any sale thereof, from attachment, levy, or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment;

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and (c) all notices not herein elsewhere specifically required, of Mortgagor's default or of Mortagee's exercise, or election to exercise, any option under this Mortgage.

Cumulative Rights and Remedies

4.03. The rights and remedies of Mortgagee as provided herein or in the Agreements or in any other agreement by and between Mortgagor and Mortgagee shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Rates of Interest

4.04. All agreements between Mortgagor and Mortgagee are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Mortgagee for the use, forbearance, or detention of the money due under the Note secured hereby or under any other instrument or agreement collateral hereto exceed the maximum amount permissible under applicable law. If, due to any circumstances whatsoever, fulfillment of any provision hereof, at the time performance of such provision shall be due, shall involve

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transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances Mortgagee should ever receive as interest an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount of the money Obligations secured hereby and not to the payment of interest.

Subject to the foregoing provisions, the money Obligations of Mortgagor secured hereby shall bear interest per annum calculated on the basis of a year of 365 or 366 days as the case may be at either (a) the rate agreed to by Mortgagee in a writing with respect to a particular Obligation or, in the absence of such agreement, (b) for each month or fraction thereof that an Obligation remains unpaid, five percent (5%) above the prime commercial lending rate quoted by Mellon Bank, N.A., of Pittsburgh, Pennsylvania, such rate to be determined as of the first business day of each such month. In any case, interest accruing on any Obligations shall continue to accrue until payment is received in hand by Mortgagee, whether or not judgment is entered on any particular Obligation prior to its payment, it being the intent of the parties that any such judgment shall bear interest at a rate determined in accordance with this paragraph rather than at the statutory judgment rate.

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Ohio Law to Apply

4.05. This Mortgage shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Scioto County, Ohio, except that all sums due and to become due from Mortgagor to Mortgagee shall be payable at Mortgagee's chief executive office in Pittsburgh, Pennsylvania.

Parties Bound

4.06. This Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Mortgage.

Severability

4.07. In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Mortgage shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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Time of Essence

4.08. Time is of the essence of this Mortgage.

Construction

4.09. The words "Mortgagor" and "Mortgagee" include singular or plural, individual or corporation, and the respective successors and assigns of Mortgagor, Mortgagee, and McLouth as the case may be.

Captions

4.10. The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Mortgage or any particular paragraph or section hereof, or the proper construction hereof.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage Deed to be duly executed and delivered by its duly authorized officers in its name and on its behalf on the date first set forth above.

ATTEST:

/s/ Walter B. Robinson

Title Secretary

NEW BOSTON COKE CORPORATION

/s/ Donald A. Lochhead

Title: President

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Signed, acknowledged and delivered in the presence of the following witnesses:

/s/ J. M. Lent

/s/ George M. Cheever

/s/ Douglas D. Roche

/s/ Robert L. Becker, Jr.

ACKNOWLEDGMENT

STATE OF OHIO)
) ss:
COUNTY OF SCIOTO)

Be it remembered, that on the 21st day of November, 1980, before me, the subscriber, a notary public within and for said County and State, personally appeared Donald A. Lochhead, President, and Walter B. Robinson, Secretary, of the above-named New Boston Coke Corporation, a corporation, who represented that they are duly authorized in the premises, and who acknowledged that they signed the foregoing instrument and that the same is their free and voluntary act and deed as such officers and is the free and voluntary act and deed of said corporation.

In testimony whereof, I hereunto set my hand and official seal at Portsmouth, Ohio, on the 21st day of November, 1980.

/s/ Stanley C. Bender
Notary Public

Scioto County, Ohio
My commission expires: _____

Stanley C. Bender,
Attorney at Law
Notary Public — State of Ohio
My Commission ~~Has~~ No
Expiration Date
Section 147.03 R.C.

(SEAL)

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This Mortgage Deed was prepared by George M. Cheever, Esquire, of the firm of Kirkpatrick, Lockhart, Johnson & Hutchison, 1500 Oliver Building, Pittsburgh, Pennsylvania 15222.

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EXHIBIT A

TRACT ONE: Situate in Section 12, Village of New Boston, Scioto County, Ohio, and being part of Parcel No. 1 included in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589 of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at a concrete monument at the intersection of the corporation line between the Village of New Boston and the City of Portsmouth with the Northerly right-of-way line of the Baltimore and Ohio Railroad Company; thence, from the beginning point and with the corporation line, N. 10 deg. 21' 20" W., passing an iron pin at 401.64 feet a total distance of 519.64 feet to an iron pin; thence, leaving the corporation line N. 85 deg. 21' 20" W., a distance of 69.00 feet to an iron pin; thence, S. 88 deg. 38' 40" W., a distance of 123.00 feet to an iron pin; thence, S. 85 deg. 46' 51" W., a distance of 62.79 feet to an iron pin; thence, S. 10 deg. 10' 06" E., a distance of 205.47 feet to an iron pin; thence, S. 69 deg. 47' 12" W., a distance of 2225.25 feet to a concrete monument; thence S. 20 deg. 25' 55" E., a distance of 382.91 feet to a concrete monument set in the Northerly right-of-way line of the aforementioned Baltimore and Ohio Railroad; thence, with the said right-of-way the following 5 calls: thence, N. 69 deg. 34' 05" E., a distance of 709.84 feet to an iron pin; thence, N. 69 deg. 50' 59" E., a distance of 337.13 feet to an iron pin; thence N. 75 deg. 34' 28" E., a distance of 140.35 feet to an iron pin; thence, N. 70 deg. 01' 41" E., a distance of 212.08 feet to a concrete monument; thence N. 69 deg. 47' 31" E., a distance of 1011.35 feet to the place of beginning and containing 22.787 acres, more or less.

TRACT TWO: Situate in the City of Portsmouth, Scioto County, Ohio, partially in Section 12 and partially in Section 7 and being part of Parcel 1 and all of Parcels 13 and 16 included in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, page 589 of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at a concrete monument set in the Northerly right-of-way line of the Baltimore and Ohio Railroad Company from which the City of Portsmouth corporation line bears, S. 69 deg. 51' 22" W., a distance of 30.43 feet; thence, from the beginning point, N. 69 deg. 52' 52" E., a distance of 1865.59 feet to a concrete monument; thence, N. 70 deg. 51' 04" E., a distance of 49.22 feet to an iron pin; thence, N. 70 deg. 12' 25" E., a distance of 226.84 feet to a concrete monument set in the dividing line between Sections 12 and 7; thence, with the dividing line N. 5 deg. 00' 55" E., a distance of 30.19 feet to an iron pin; thence, N. 80 deg. 02' 00" E., a distance of 426.90 feet to an iron pin; thence N. 84 deg. 03' 00" E., a distance of 204.53 feet to an iron pin; thence, leaving the aforementioned railroad right-of-way N. 5 deg. 50' 00" W., a distance of 15.00 feet to an iron pin; thence, S. 84 deg. 03' 00" W., a distance of 196.46 feet to an iron pin; thence, S. 80 deg. 02' 00" W., a distance of 431.81 feet to an iron pin in the aforementioned dividing line between Sections 12 and 7; thence, S. 76 deg. 39' 19" W.,

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a distance of 25.78 feet to an iron pin; thence, N. 13 deg. 57' 58" W., a distance of 4.89 feet to an iron pin; thence S. 76 deg. 39' 19" W., a distance of 175.61 feet to an iron pin; thence S. 72 deg. 50' 04" W., a distance of 0.56 feet to an iron pin; thence, S. 14 deg. 28' 23" E., a distance of 5.10 feet to an iron pin; thence, S. 72 deg. 38' 04" W., a distance of 206.59 feet to an iron pin in the east line of the aforementioned Parcel No. 16; thence, with the East line, N. 17 deg. 13' 48" W. a distance of 4.60 feet to an iron pin; thence, N. 6 deg. 54' 20" E., a distance of 104.00 feet to an iron pin in the Northeast corner of said parcel and also being in the South right-of-way line of U. S. Route 52; thence, with the right-of-way and with the North line of said parcel N. 86 deg. 47' 33" W., a distance of 217.04 feet to an iron pin; thence, N. 86 deg. 13' 23" W., a distance of 72.24 feet to an iron pin; thence, S. 89 deg. 21' 17" W., a distance of 213.95 feet to an iron pin in the Northwest corner of Parcel No. 16 and the Northeast corner of Parcel No. 13; thence, with the North line of Parcel 13 and continuing with the South right-of-way of U. S. Route 52, S. 78 deg. 56' 03" W. a distance of 138.56 feet to an iron pin; thence, S. 89 deg. 21' 16" W., a distance of 89.00 feet to an iron pin in the Northwest corner of said Parcel 13; thence, continuing with the right-of-way of U. S. Route 52, N. 1 deg. 42' 30" W., a distance of 77.83 feet to an iron pin; thence, S. 80 deg. 57' 39" W., a distance of 243.73 feet to an iron pin; thence, S. 80 deg. 23' 07" W., a distance of 184.03 feet to a concrete monument set at the Northeast corner of a 1.145 acre tract deeded to the City of Portsmouth by Detroit Steel Corporation and recorded in Volume 605, Page 502, Scioto County Record of Deeds; thence, with the East line of said tract, S. 5 deg. 35' 15" E., a distance of 191.81 feet to an iron pin set at the Southeast corner of said tract; thence, with the South line, S. 84 deg. 24' 30" W., passing the Southwest corner of the 1.145 acre tract at 252.89 feet a total distance of 598.89 feet to an iron pin, said pin being 30.00 feet Easterly measured at right angles from the aforementioned City of Portsmouth corporation line; thence, parallel with the line, S. 10 deg. 21' 20" E., a distance of 533.89 feet to the place of beginning and containing 17.2708 acres, more or less, being all of Parcel 13 (1.2803 acres), all of Parcel No. 16 (2.1450 acres), and 13.8455 acres of Parcel No.1.

TRACT THREE: Situate in Section 12, Township 1-N, Range 21-W, Village of New Boston, Scioto County, Ohio, and being part of Parcel Numbers 1, 7 and 8 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589 of the Scioto County Deed Records and part of 0.037 acre portion of Taylor Avenue vacated by Village of New Boston by ordinance no. 2819 dated November 6, 1980, and recorded in Volume 739, Page 349 of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at a railroad spike on the Westerly right-of-way line of Taylor Avenue at the Northeast corner of Lot 49 in Lakeside Addition (now partially vacated) to the Village of New Boston as shown on the plat of said addition as recorded in Volume 2A, page 133 of the Scioto County Plat Records; thence, along said right-of-way South 0 deg. 51' 02" East, a distance of 16.17 feet to a railroad spike and the true place of beginning; thence, North 78° deg. 15." 59' East a distance of 7.70 feet to a railroad spike;

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thence, South 11 deg. 51' 21" East, a distance of 252.67 feet to an iron pin; thence, South 77 deg. 00' 14" West, a distance of 96.90 feet to an iron pin; thence, South 88 deg. 51' 29" West, a distance of 457.41 feet to an iron pin; thence, North 31 deg. 33' 17" East, a distance of 198.76 feet to a railroad spike; thence, North 72 deg. 13' 03" East, a distance of 247.55 feet to a railroad spike; thence, North 78 deg. 15' 59" East, a distance of 155.78 feet to the true place of beginning, containing 2.378 acres, more or less.

TRACT FOUR: Situate in Section 12, Township 1-N, Range 21-W, Village of New Boston, Scioto County, Ohio, and being part of Parcel No. 1 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589, of the Scioto County Deed Records and being more particularly bounded and described as follows:

Beginning at an iron pin on the Southerly right-of-way line of U. S. Route 52 and also on the property line between Cyclops Corporation and Alex B. Fisher (recorded in Volume 456, page 21); thence, with the following three calls along said right-of-way: North 88 deg. 53' 11" East, a distance of 88.42 feet to an iron pin; South 82 deg. 01' 08" East, a distance of 28.84 feet to a steel fence post; and North 84 deg. 02' 58" East, a distance of 37.84 feet to an iron pin; thence, South 6 deg. 02' 16" East, a distance of 60.05 feet to a railroad spike; thence, South 83 deg. 53' 40" West, a distance of 154.03 feet to an iron pin on the aforementioned property line; thence, along said property line, North 5 deg. 57' 02" West, a distance of 74.86 feet to the original place of beginning, containing 0.237 acres, more or less.

Survey of Tracts 1 through 4 by Timothy A. Thoroughman, R.S. 5589, October 13, 1980.

The above described premises are subject to easements, rights-of-way, covenants, and conditions of record in the Recorder's Office of Scioto County, Ohio.

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EXHIBIT B

This Exhibit, consisting of nine (9) sheets, is a part of a Mortgage Deed by and between New Boston Coke Corporation, 300 South Livernois Avenue, Detroit, Michigan 48209 as Mortgagor and Cyclops Corporation, 650 Washington Road, Pittsburgh, Pennsylvania 15228 as Mortgagee with respect to certain property located in Scioto County, Ohio.

One (1) Koppers battery of seventy (70) coke ovens and oven machinery, including coal handling, coke preparation and coke handling machinery and equipment, coke by-products plant and integral equipment located at such facilities.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 30984.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 32524.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 36801.

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One (1) Hough front end loader, Model H25, Serial No. 207899.

One (1) Walden front end loader, Model 5000, Serial No. 6144.

Construction-in-progress at the Portsmouth Coke Plant.

Substation No. 3 with one (1) General Electric 12,500 kilo-volt-ampere transformer, 34,500/11,000 kilovolts, Serial No. E691329 and one (1) General Electric 3,750 kilo-volt-ampere transformer, 11,000/2,300 kilovolts, Serial No. B311312.

Substation No. 4 with three (3) General Electric kilo-volt-ampere transformers, each 11,000/2,300 kilovolts, Serial Nos. B530717, B530718 and C864210; one (1) General Electric 300 kilo-volt-ampere transformer, 2,400/480 volts, Serial No. B335516 and one (1) General Electric 940 kilo-volt-ampere transformer, 2,400/222 volts, Serial No. D551746.

Substation No. 6 with one (1) General Electric 1,500 kilo-volt-ampere transformer, 2,400/480

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volts, Serial No. E693078 and one (1) General Electric 658 kilo-volt-ampere transformer, 2,400/232 volts, Serial No. D575170.

One (1) Babcock-Wilcox multi-fuel fired boiler, Model PFI, with super heat, economizer and soot blowers, Serial No. 142679.

One (1) Babcock-Wilcox multi-fuel fired boiler, Model PFI, with super heat, economizer and soot blowers, Serial No. 144134.

One (1) Graver water treatment plant, with 250,000 gallon storage tank for treated water.

One (1) Caterpillar front end loader (track type), Model No. 977L, Serial No. 14X1430.

One (1) Ball Bearing power hacksaw, Model No. 6A, (at position PH-2).

One (1) Armstrong Blum band saw (at position BS-2).

One (1) Simmons Machine Tool radial drill (at position RD-2).

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One (1) Bridgeport grinder, identification no. WO-36UC2.

Miscellaneous machine shop tools purchased by Mortgagor from Mortgagee.

One (1) Lincoln welder, Model No. 250-250, Serial No. AC 309129 (at forge shop).

One (1) Lincoln welder, Model No. 250-250, Serial No. AC 234940 (at forge shop).

One (1) Miller welder, Model No. SR300, Serial No. D3606 (at forge shop).

One (1) Rockwell (Delta Mil) saw, Serial No. MX2-4442 (at carpenter shop).

Miscellaneous metal shop tools purchased by Mortgagor from Mortgagee.

One (1) Toledo Beaver Tools pipe machine, Serial No. 702454 (at pipe shop).

One (1) jib crane, identification no. Clev-A2.

Miscellaneous electric shop tools purchased by Mortgagor from Mortgagee.

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One (1) cut-off saw, Model No. 22A, Serial No. 22A160 (at pipe shop).

Two hundred (200) feet of one-inch (1") cast iron pipe.

Two hundred (200) feet of two-inch (2") cast iron pipe.

Two hundred (200) feet of three-inch (3") cast iron pipe.

Two hundred (200) feet of four-inch (4") cast iron pipe.

Stainless steel and galvanized steel sheets (at tin shop).

Ninety-five (95) gallons of ore bridge paint (fifty (50) gallons of primer and forty-five (45) gallons of finish).

One (1) Morgan crane, 64 ft., -0- in. span.

One (1) drop table.

One (1) Cummins quench engine, Model No. H743B175, Serial No. 601547.

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Minor tools.

One (1) Peerless pump, Serial No. 134981 (at position 1).

One (1) Peerless pump, Serial No. 134980 (at position 3).

One (1) American diesel electric locomotive crane, Model No. 840, Serial No. 2661.

One (1) American diesel electric locomotive crane, Model No. 840, Serial No. 2029.

One (1) General Electric locomotive engine, Serial No. 31275.

One (1) Fort Acme work boat (Serial No. 1167) with power unit (Evinrude outboard engine, Serial No. 00004802).

One (1) Lincoln portable welder, 400 amperes, Model No. SAM 400-2056, Serial No. 726892.

One (1) Worthington portable air compressor, Model No. 1940, Serial No. 808C-160.

One (1) International backhoe, Model No. 3400D, Serial No. 0658.

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One (1) Towmotor forklift, Model No. V60B, Serial No. 83M300.

One (1) Caterpillar front end loader (rubber tires), Model No. 980B, Serial 89P4092.

One (1) Ford pick-up truck, Model No. F100, Serial No. F10BNEA1371.

One (1) Chevrolet mobile welding truck, Model No. C531003, Serial No. CS3301105220, with Lincoln welder, Model No. SAE-400-F-245

One (1) Ford dump truck, Model 615E, Serial No. F61EVAG2496.

One (1) GMC dumpster, Model No. GMC8500A-478, Serial No. HM80AD066051

One (1) clamshell bucket for locomotive crane.

One (1) General Electric locomotive engine, Serial No. 31271.

One (1) telescoping gas holder, 145 ft. diameter, height 35 ft. to 180 ft.

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Four (4) dump boxes for GMC dumpster.

Fifty (50) pieces of 100 lb. rail, 39 ft. length.

Eighteen (18) pieces of 132 lb. rail, 60 ft. length.

Eight hundred twenty-five (825) pieces of 132 lb. railroad plates.

Two thousand five hundred (2,500) pieces of 100 lb. railroad plates.

Seventy-five (75) pair of 132 lb. railroad angle bars.

Seventy (70) pair of 100 lb. railroad angle bars.

Four hundred twenty-two (422) railroad ties, lengths 8 ft. - 6 in. to 12 ft.

Pathon cylinder for door machine

Cage bars for Williamson hammer mill

Thrash pump for pollution - coke conveyor

Pump rotor for by-products plane

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Repair clamps for service water lines

Screw spikes for pushing machine tracks

Compressor parts for exhuster equipment

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COKE SALE AGREEMENT

This Coke Sale Agreement is made as of the date set forth below by and among CYCLOPS CORPORATION ("Seller"), a Pennsylvania corporation having its chief executive office at 650 Washington Road, Pittsburgh, Pennsylvania 15228, McLOUTH STEEL CORPORATION ("Buyer"), a Michigan corporation having its chief executive office at 300 South Livernois Avenue, Detroit, Michigan 48209, and NEW BOSTON COKE CORPORATION ("New Boston"), an Ohio corporation and a wholly owned subsidiary of Buyer having its chief executive office at 300 South Livernois Avenue, Detroit, Michigan.

WHEREAS, pursuant to the Purchase Agreement ("Purchase Agreement") of even date herewith by and among Seller, Buyer, and New Boston, New Boston is purchasing from Seller certain coke making facilities and other property located in Scioto County, Ohio, more particularly described in the Purchase Agreement and hereinafter referred to as the "Portsmouth Coke Plant"; and

WHEREAS, among the several obligations of Buyer arising under or in connection with the Purchase Agreement are (i) Buyer's purchase from Seller of certain blast furnace coke inventory presently located in Scioto County, Ohio and (ii) Buyer's unconditional guaranty of and suretyship for the full and timely payment and performance of all New Boston's obligations arising under or identified in the Purchase Agreement and certain related agreements and instruments pursuant to the Guaranty Agreement ("Guaranty Agreement") of even date herewith by and between Buyer and Seller;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained and intending to be legally bound hereby, the parties mutually agree as follows:

1. Definitions. As used herein, the terms "Purchase Agreement," "Portsmouth Coke Plant," and "Guaranty Agreement" shall have

the meanings respectively ascribed to such terms in the preamble to this Coke Sale Agreement.

2. Purchase of Coke Inventory. Buyer hereby purchases from Seller and Seller hereby sells to Buyer all blast coke inventory conforming to the quality standards set forth in Paragraph 3 hereinbelow and now located at Seller's steel and coke producing facilities and property in Scioto County, Ohio in the locations designated by cross-hatchings upon the map attached hereto as Exhibit No. 1; provided, however, that the total amount of blast furnace coke inventory that Buyer is obligated to purchase pursuant to this Coke Sale Agreement shall not exceed fifty-four thousand (54,000) net tons. The blast furnace coke inventory purchased and sold pursuant to this Coke Sale Agreement is hereinafter referred to as the "Coke".

3. Quality. Coke to be sold hereunder shall be of blast furnace quality sized 3/4" x 4", with the following analysis:

Fixed Carbon	88% minimum
Ash	10% maximum
Sulphur	1% maximum
Volatile	1.57% maximum
Moisture	6% maximum
Stability	50% minimum

Buyer shall have no obligation to purchase any Coke not conforming to such quality and analysis specifications.

In the event the Buyer shall claim that the Coke or any part thereof fails to conform to the quality and analysis specifications set forth above and if Seller shall dispute such claim, such dispute shall be resolved by application of appropriate tests determined and performed by an independent testing laboratory mutually acceptable to Buyer and Seller. The findings of such independent testing laboratory shall be conclusive and binding upon Buyer and Seller. The costs of such testing shall be borne equally by Buyer and Seller.

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4. Payment Terms.

(A) Buyer shall pay Seller Eighty Dollars ($80.00) per net ton for the Coke, f.o.b. present site as the purchase price for the Coke. The railroad bills of lading shall govern as to weights sold and purchased. Payments will be made twice monthly, on the 10th and 25th day of each month. For Coke removed, consumed, sold or otherwise disposed of by Buyer between the first and 15th day of each month, payment will be made on the 10th day of the following month. For Coke removed, consumed, sold or otherwise disposed of by Buyer between the 16th and the last day of each month, the payment will be made on the 25th day of the following month. However, notwithstanding the foregoing, Buyer shall, irrespective of its actual removal, consumption, sale or other disposition of a lesser quantity of the Coke, pay or have paid to Seller the purchase price attributable to:

(i) At least one-half of the Coke on or before the expiration of six months subsequent to the date hereof, and

(ii) at least three-quarters of the Coke on or before the expiration of nine months subsequent to the date hereof, and

(iii) all of the Coke on or before the expiration of one year subsequent to the date hereof.

(B) All amounts due and to become due from Buyer to Seller pursuant to this Coke Sale Agreement shall be payable at Seller's Empire-Detroit Steel Division office in Mansfield, Ohio.

(C) For purposes of calculating the minimum payments to become due pursuant to Paragraph 4(A), Seller has represented to Buyer that Seller estimates that the quantity of the Coke is 50,865 net tons.

(D) If, upon Buyer's removal, consumption, sale or other disposition of all of the Coke or upon the expiration of one year subsequent to the date hereof, whichever shall first occur, it is determined that the actual total quantity of the Coke conforming to the quality and analysis specifications set forth in Paragraph 3 hereof is greater or less than Seller's estimate of 50,865 net tons, payment shall be adjusted in relation to the actual quantity of the Coke.

5. Seller's Warranties. Seller represents and warrants that its title to the Coke is good, marketable, unencumbered and its transfer rightful. Seller further represents and warrants that it shall preserve such title free from any lien, security interest, or other encumbrance. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OF THE COKE FOR ANY PARTICULAR PURPOSE OR AS TO ITS MERCHANTABILITY, AND THE SELLER DOES NOT OTHERWISE WARRANT THE COKE, EXCEPT AS EXPRESSLY STATED IN THIS COKE SALE AGREEMENT.

6. Risk of Loss, Storage of Coke Inventories; Buyer's Covenants.

(A) All risks of loss of, damage to, or destruction of that portion or those portions of the Coke located upon the property being sold by Seller on the date hereof to New Boston shall pass to Buyer upon the execution of this Coke Sale Agreement. The risk of loss of, damage to, or destruction of that portion or those portions of the Coke located upon property other than that of New Boston shall remain upon Seller, excepting loss, damage or destruction resulting from acts or omissions of Buyer and/or New Boston or their agents. The Coke shall be stored in its location(s) in Scioto County, Ohio without charge to either Seller or Buyer until removed, used, sold, or otherwise disposed of. New Boston agrees to permit Seller to inspect that portion of the Coke located upon New Boston's property at any reasonable time. Seller agrees to provide Buyer with access at any reasonable time or times to those portions of the Coke located upon property other than that of New Boston for purposes of inspection and loading into rail cars. Seller also agrees to provide Buyer the right to use at any reasonable time or times any railroad trackage or roadways necessary or useful in loading and transporting the Coke.

(B) Buyer will remove all Coke from premises other than New Boston's no later than eighteen (18) months from the date hereof.

7. Security Agreement. Seller shall retain title to the Coke until Buyer has made full payment of the purchase price of the Coke. Seller shall retain a security interest in the Coke to secure (i) the full and timely payment of the purchase price for the Coke; (2) the full and timely payment and performance of all Buyer's and New Boston's several other obligations under this Coke Sale Agreement, the Purchase Agreement and the Guaranty Agreement; and (3) the full reimbursements to Seller of all costs and expenses, including attorney's fees and other legal expenses incurred by Seller in enforcing its rights under this Coke Sale Agreement.

8. Buyer's Warranties, Representations, and Covenants. Buyer warrants and represents that Buyer is justly indebted to Seller for the full purchase price of the Coke and is justly liable to Seller for the full and timely performance of all Buyer's and New Boston's several other obligations arising under or identified in the Purchase Agreement, the Guaranty Agreement, and any other related agreement; and that all material information supplied and statements made by Buyer in any financial, credit, or accounting statement prior to, contemporaneously with or subsequently to the execution of this Coke Sale Agreement are and shall be true, correct, complete, valid, and genuine.

Buyer covenants and agrees (a) to defend at Buyer's own cost any action, proceeding, or claim affecting the Coke except to the extent that such action, proceeding or claim is based principally upon alleged acts or omissions of Seller; (b) to pay reasonable attorney's fees and other expenses incurred by Seller in enforcing its rights after any Event of Default; (c) to pay promptly all taxes, assessments, license and other public or private charges accruing after the date hereof and properly levied or assessed when levied or assessed against the Coke or this Coke Sale Agreement (and this obligation shall survive the termination of this Coke Sale Agreement); (d) to execute all financing statements and other documents that Seller reasonably deems necessary to perfect its security interest in the Coke, and to do everything else necessary or expedient to

preserve or perfect such security interest; (e) that Buyer will not subject the Coke or permit the Coke to be subjected to any lien, security interest, or other encumbrance; and (f) that Seller may enter upon Buyer's premises or New Boston's premises at any reasonable time, upon 48 hours' prior notice to inspect the Coke and Buyer's records pertaining to the Coke, and Buyer shall assist Seller in making such inspection.

9. Events of Default. The following are Events of Default under this Coke Sale Agreement that will allow Seller to take such action under paragraphs 10 and 11 hereof as it deems necessary:

(A) any of the obligations of Buyer and/or New Boston to Seller arising hereunder or under the Purchase Agreement, the Guaranty Agreement, or otherwise is not paid or performed promptly when due;

(B) Buyer and/or New Boston breaches any warranty, representation, covenant, or other provision hereof or of the Purchase Agreement, the Guaranty Agreement, or any related instrument or agreement, and such breach has an adverse effect upon Seller and/or the Coke;

(C) Buyer and/or New Boston becomes insolvent, makes a general assignment for the benefit of its creditors, fails generally to pay its debts as such debts become due, ceases to do business as a going concern or commences proceedings to wind up its affairs or dissolve its corporate existence;

(D) it is determined that Buyer and/or New Boston has given Seller substantially false information regarding its financial condition or any other representation made by Buyer and/or New Boston in connection with this Coke Sale Agreement, the Guaranty Agreement, the Purchase Agreement, or any related

agreement or instrument is determined to be false or materially misleading;

(E) any material part of the Coke for which payment has not been made and as to which Buyer bears the risk of loss is lost or destroyed;

(F) any property of Buyer and/or New Boston is attached and such attachment is not contested by Buyer or New Boston and dissolved within twenty (20) days;

(G) a court having jurisdiction in the premises in respect of Buyer and/or New Boston in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, enters an order or decree granting relief or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or any other similar official for Buyer and/or New Boston or for any substantial part of Buyer's and/or New Boston's property or ordering the winding up or liquidation of Buyer's and/or New Boston's affairs, and such decree or order continues unstayed and in effect for a period of sixty (60) consecutive days; or

(H) Buyer and/or New Boston commences a voluntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, or consents to the entry of an order in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar official for Buyer and/or New Boston or of a substantial part of the property of Buyer and/or New Boston, or the taking of corporate action by Buyer and/or New Boston in furtherance of any of the foregoing.

10. Seller's Remedies Upon Default; Consent to Enter Premises. Upon the occurrence of an event of default and at any time thereafter, Seller shall have all the rights and remedies of a Secured Party under the Ohio Uniform Commercial Code and any other applicable laws, including the right to any deficiency remaining after Seller's sale or other disposition of the Coke, for which deficiency Buyer agrees to remain fully liable. Buyer and New Boston each agree that Seller, by itself or its agent, may without notice to any person and without judicial process of any kind, enter into any premises or upon any land owned, leased or otherwise under the real or apparent control of Buyer, New Boston, or any agent of Buyer where the Coke may be or where Seller believes the Coke may be, and repossess all or any part of the Coke, using all force necessary. Buyer expressly waives all further rights to possession of the Coke after default, and Buyer and New Boston each waive all claims for injuries suffered through or losses caused by such entering and/or repossession. Seller may require Buyer to assemble the Coke and return it to Seller at a place to be designated by Seller that is reasonably convenient to Seller and Buyer.

Seller will give Buyer reasonable notice of the time and place of any public sale of the Coke or of the time after which any private sale of the Coke or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice will be met if such notice is mailed, postage prepaid, to Buyer at its address first shown above (or at such other address as Buyer shall designate in a written notice to Seller) at least ten (10) days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling and the like shall include reasonable attorney's fees and other legal expenses. Buyer acknowledges that Seller's rights are cumulative and not alternative.

11. Seller's Right to Buy at Private Sale. In addition to the foregoing rights and any other rights accorded to Seller by applicable law following an event of default, Seller shall have the option to purchase all or any part of the Coke at one or more private sales at a price or prices equivalent to the fair market value of the Coke so purchased, as determined jointly by Seller and Buyer or by an appraiser or appraisers acceptable to

both Seller and Buyer. In the event that Seller elects to exercise its option under this paragraph and Buyer and Seller fail to agree on a mutually acceptable appraiser or appraisers, Seller and Buyer shall each, within five (5) days after the mailing of written notice from either party to the other, appoint an appraiser to determine the fair market value of such Coke. Within ten (10) days after the appointment of said two appraisers, said two appraisers shall appoint a third appraiser in accordance with the rules of the American Arbitration Association. Within twenty (20) days after the appointment of the third appraiser, the appraisers shall by majority vote determine the fair market value of the Coke that Seller shall have elected to purchase pursuant to this paragraph. Said proceedings shall be conducted in accordance with the rules and regulations of the American Arbitration Association, and all proceedings shall be held in Scioto County, Ohio. In the event that Buyer fails to perform its obligations under this paragraph, Seller may enforce its rights under this paragraph by an action for specific performance in any court of competent jurisdiction, and may at its option petition such court for the appointment by the court of an appraiser or appraisers to determine the fair market value of the Coke that Seller shall have elected to purchase pursuant to this paragraph. Buyer shall be bound by and shall pay any deficiency established by a sale of Coke pursuant to this paragraph, and shall pay all appraisal costs incurred by any person pursuant to this paragraph.

12. Waiver of Defaults; Agreement Inclusive. Seller may in its sole discretion waive a default, or cure, at Buyer's expense, a default. Any such waiver in a particular instance or of a particular default shall not be a waiver of other defaults or the same kind of default at another time. No modifications or change in this Coke Sale Agreement shall bind Seller unless in writing signed by Seller. No oral agreement shall be binding.

13. Miscellaneous. Buyer waives all exemptions to the extent permitted by law. Seller may correct patent errors herein and fill in any blanks herein. This Coke Sale Agreement has been entered into under and pursuant to the laws of the State of Ohio, and for all purposes shall be construed in accordance with said laws. Any provisions hereof contrary to,

prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Buyer acknowledges receipt of an executed copy and waives acceptance hereof. "Buyer" and "Seller" as used in this Coke Sale Agreement include the successors and assigns of those parties.

IN WITNESS WHEREOF, Buyer, Seller, and New Boston each caused this Agreement to be duly executed and delivered by its duly authorized officers in its name and on its behalf this 21st day of November, 1980.

ATTEST:
Its Asst Secretary

McLOUTH STEEL CORPORATION
By Donald A. Lockhead
Its Vice President

ATTEST:
Its Asst. Secy.

CYCLOPS CORPORATION
By
Its Vice President

ATTEST:
Its Secretary

NEW BOSTON COKE CORPORATION
By Donald A. Lockhead
Its President

EXHIBIT 1

(See envelope at back of volume.)

JOINT USE CONTRACT
(Electrical Power)

Agreement made this 21st day of November, 1980, between Cyclops Corporation, incorporated under the laws of the Commonwealth of Pennsylvania, and having its principal office at 650 Washington Road, Pittsburgh, Pennsylvania 15228, hereinafter referred to as the "First Party," and New Boston Coke Corporation, incorporated under the laws of the State of Ohio, and having its principal office at 300 Livernois Avenue, Detroit, Michigan 48209 hereinafter referred to as the "Second Party."

Recitals

1. The First Party, through its Empire-Detroit Steel Division, is the owner of a coke plant and steel mill located in Scioto County, Ohio.

2. The coke plant and the steel mill are served by electrical power transmission systems with certain integrated facilities. Each system consists of individual substations and associated equipment which transmit electrical power through underground transmission lines from the substations to various individual operations and buildings located within the coke plant or steel mill.

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3. The transmission lines of substation Nos. 1, 2 and 3 are interconnected so that electrical power can be transferred from one of them to the remainder of them.

4. The Second Party will purchase from the First Party the coke plant, together with substation Nos. 3, 4 and 6, and other related tracts of real estate.

5. It is the desire of the parties to make full and mutual use of the interconnection of their respective electrical power transmission systems for the interchange of electrical power in emergency situations.

In consideration of the mutual covenants set forth below and of the benefits which will be derived herefrom, the parties, intending to be legally bound hereby, agree as follows:

Section 1 -- Term

This Agreement will become effective on the date hereof, and continue in effect for so long as the interconnected lines remain connected.

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Section 2 -- Essence of Agreement

It is the intent of this Agreement that each party will operate its own independent electrical power transmission system through its respective substations, associated equipment, and transmission lines, but will maintain, however, through its interconnected lines, the capacity to provide electrical power to the other party's electrical power transmission system in the event of a power failure or other emergency situation. It is specifically understood between the parties that this Agreement is to provide electrical power only upon the occurrence of such events and that each party will be fully responsible for otherwise assuring the supply of its own electrical power needs through an individual arrangement with the Ohio Power Company.

Section 3 -- General Conditions

a. Each party will use reasonable diligence and care to maintain and operate the substations, associated equipment and interconnected lines under its control so that they are capable of transmitting emergency electrical power to the other party's electrical power transmission system, and will use all reasonable efforts to maintain said emergency standby capacity at all times.

b. Neither party will disconnect, sever or otherwise alter any extant interconnected line under its control except with the consent thereto of the other party.

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c. Upon ten days' written notice to the other party, a party may, without liability to the other party, temporarily take substations, interconnected lines and associated equipment under its control out of service for maintenance and necessary repairs, for modification or replacement, or for installation of new lines or rental equipment; provided, however, that (i) it shall use all reasonable efforts to minimize the number and duration of such occurrences and (ii) any modified, replaced or new equipment will not thereafter adversely affect such party's ability to perform its obligations hereunder.

d. Neither party will be liable to the other party for any losses or damages which may be occasioned by any partial or complete inability to provide emergency electrical power when the inability is caused by fires, strikes, differences with workmen, riots, floods, lightning, storms, acts of God, civil disturbances, action of public authorities, breakdowns, unavailabilty of workmen, supplies and equipment, cessation of operations, or causes beyond its reasonable control.

e. Each party hereby grants to the other party mutual licenses across their respective tracts for the shared use and operation of interconnected lines.

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Section 4 -- Emergency Power

In the event a party suffers a total or partial electrical power failure or incurs an emergency situation which seriously affects its ability to transmit electrical power through its individual transmission system to its operations and buildings, the other party will, after notice thereof, use all reasonable efforts and facilities at its command to furnish emergency electrical power to the other party for such period as is necessary to replace the electrical power lost by such event; provided, however, that the party furnishing such power will not be required to divert electrical power which it would otherwise need at such time for its own operations. The party receiving emergency electrical power will use all reasonable efforts to correct, on an expedited basis, the situation which brought about the need for such power. A charge for emergency electrical power furnished hereunder will be made to the party receiving same, based on the prevailing rate charged therefore by the Ohio Power Company.

Section 5 -- Continuation of Contract

This Agreement will bind and inure to the benefit of the parties hereto, their respective successors, licensees and assigns. This Agreement may be assigned by either party upon written notice to the other party.

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Section 6 -- Termination for Default

Either party may terminate this Agreement if the other party is in material default with respect to its obligations hereunder and such other party does not begin to cure such default (and thereafter diligently prosecute such cure to completion) within twenty (20) days of receipt of written notice thereof. Upon a termination hereunder, this Agreement will become null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement at Portsmouth, Ohio, on the day and year first above written.

WITNESSES:

_____

_____

_____

_____

CYCLOPS CORPORATION

By _____
First Party
Vice President

NEW BOSTON COKE CORPORATION

By Donald A. Lockhart
Second Party
President

AK000889

JOINT USE CONTRACT

(RAW WATER)

Agreement made this 21st day of November, 1980, between CYCLOPS CORPORATION, incorporated under the laws of the Commonwealth of Pennsylvania, and having its principal office at 650 Washington Road, Pittsburgh, Pennsylvania 15228, hereinafter referred to as the "First Party", and NEW BOSTON COKE CORPORATION, incorporated under the laws of the State of Ohio, and having its principal office at 300 South Livernois Avenue, Detroit, Michigan 48209, hereinafter referred to as the "Second Party".

Recitals

1. The First Party, through its Empire-Detroit Steel Division, is the owner of a coke plant and steel mill located in Scioto County, Ohio.

2. The coke plant and the steel mill are served by raw water systems with certain common facilities and features. Each system furnishes untreated water from the Ohio River to various operations and buildings throughout the coke plant or steel mill for purposes of cooling, washing and steam generation.

3. Among the common facilities of the systems are two water intake pipes and a pump house which is located at the north bank of the Ohio River on a 0.27 acre tract owned by the Norfolk and Western Railway Company and

occupied by the First Party (under an easement dated July 1, 1960, and recorded in Deed Book Vol. 499, Page 585, of the Deed Records of Scioto County, Ohio).

4. The pump house contains four Peerless electric pumps which may be operated independently of each other. The pumps are controlled either at a remote electrical switchboard located in substation No. 3 (located on a tract to be conveyed to the Second Party), or manually by controls in the pump house. Electric power for operation of the pumps is supplied from substation No. 4 (located on a tract to be conveyed to the Second Party).

5. From the pump house water is pumped through a single sixty-six inch pipe, which together with electrical and control conduits, runs through a ninety-four inch steel tunnel passing under the parallel tracks of the Norfolk and Western Railway Company and The Baltimore and Ohio Railroad Company and a floodwall before entering the coke plant premises (located on a tract to be conveyed to the Second Party). There the sixty-six inch pipe branches into separate raw water supply systems. (The water intake pipes, pumphouse, sixty-six inch pipe and ninety-four inch tunnel hereinafter will be referred to as "Common Facilities".)

6. The eastern extension of the sixty-six inch pipe serves the coke plant premises and the No. 7 Boiler House (located on a tract to be conveyed to the Second Party), and the western extension serves the steel mill (located on tracts owned by the First Party).

7. The aforesaid eastern and western extensions are interconnected, however, so that in the event of an interruption of water flow in

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certain segments of each party's individual raw water supply system, raw water may be rerouted through the raw water supply system of the unaffected party in order to bypass the adversely affected segment.

8. The Second Party has purchased from the First Party the coke plant, together with the substations Nos. 3, 4 and 6, and two of the four raw water pumps (Pumps Nos. 1 and 3) located in the pump house.

9. It is the desire of the parties to make full and mutual use of the interconnection of their undivided raw water supply systems for the rerouting of raw water in emergency situations, to have access to use of the Common Facilities on a shared basis and to furnish each other with certain service and assistance to operate their respective pumps.

In consideration of the mutual covenants set forth below and of the benefits which will be derived herefrom, the parties, intending to be legally bound hereby, agree as follows:

Section 1 -- Term

This Agreement will become effective the date hereof and continue in effect so long as the Common Facilities and interconnected pipes remain connected.

Section 2 -- Essence of the Agreement

It is the intent of this Agreement that each party will operate its own individual water pumps and raw water supply system, but will mutually

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share with the other party the Common Facilities for the flow of water to their individual raw water supply systems. In addition, it is further intended that each party will maintain, through its interconnected pipes, the capacity to provide raw water to the other party's raw water supply system in the event of a waterline break or other emergency situation.

Section 3 -- General Conditions

a. Each party will use reasonable diligence and care to maintain and operate the interconnected pipes and related equipment under its control so that they are capable of transporting emergency raw water to the other party's raw water supply system, and will use all reasonable efforts to maintain said emergency standby capacity at all times.

b. Neither party will disconnect, sever or otherwise alter any extant interconnected pipe under its control or any of the Common Facilities except with the consent thereto of the other party.

c. Upon ten days' written notice to the other party, a party may, without liability to the other party, temporarily take interconnected pipes and related equipment under its control out of service for maintenance and necessary repairs, for modification or replacement, or for installation of new pipes or related equipment; provided, however, that (i) it shall use all reasonable efforts to minimize the number and duration of such occurrences and (ii) any modified, replaced or new equipment will not thereafter adversely affect such party's ability to perform its obligations hereunder.

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d. Neither party will be liable to the other party for any losses or damages which may be occasioned by any partial or complete inability to provide emergency water when such inability is caused by fires, strikes, differences with workmen, riots, floods, lighning, storms, acts of God, civil disturbances, action of public authorities, breakdowns, unavailability of workmen, supplies and equipment and cessation of operations or causes beyond its reasonable control.

e. Each party hereby grants to the other party mutual licenses across their respective tracts for the shared use and operation of the Interconnected pipes and Common Facilities.

f. Each party will share the costs and expenses of operating, maintaining, repairing and replacing the Common Facilities. The allocation between the parties of the costs and expenses will be based on each party's proportionate use of such facilities as determined by the extent of the operation of its water pumps in the pump house at the time such costs and expenses are incurred.

g. The Second Party will, at the prevailing rate charged therefor by the Ohio Power Company, furnish to the First Party from substation No. 4 all of the electrical power required to operate the First Party's water pumps (in the pump house).

Section 4 -- Emergency Water

In the event a party suffers a total or partial waterline break or incurs an emergency situation which seriously affects its ability to transport

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raw water through its individual raw water supply system to its operations and buildings, the other party will, after notice thereof, use all reasonable efforts and facilities at its command to furnish emergency water to the other party for such period as is necessary to replace the raw water lost by such event; provided, however, that the party furnishing such water will not be required to divert raw water which it would otherwise need at such time for its own operations. The party receiving emergency water will use all reasonable efforts to correct, on an expedited basis, the situation which brought about the need for such water. A charge for emergency water furnished hereunder will be made to the party receiving same, based upon actual costs incurred in furnishing the emergency water.

Section 5 -- Monitoring of Raw Water Intake

The Second Party will monitor the quantity and quality of raw water entering the Common Facilities in strict accordance with all applicable environmental laws, regulations and other requirements and, if requested by the First Party, will report the data derived therefrom in writing to the First Party within five (5) days of its receipt. When monitoring data is provided to the First Party, the costs involved in such monitoring and reporting will be shared by the parties on the same basis as described in Section 3(f). In the event the Second Party permanently ceases use of the Common Facilities, the First Party will assume responsibility for monitoring the raw water entering same.

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Section 6 -- Continuation of Contract

This Agreement will bind and inure to the benefit of the parties, their respective successors, licensees and assigns. This Agreement may be assigned by either party upon written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement at Portsmouth, Ohio, on the day and year first above written.

CYCLOPS CORPORATION

WITNESSES:

_____

_____

By _____
First Party
Vice President

NEW BOSTON COKE CORPORATION

_____

_____

By Donald A. Hochhauser
Second Party
President

AK000897

AGREEMENT OF TRANSFER AND ASSUMPTION
OF UNION PLAN ASSETS AND LIABILITIES

THIS AGREEMENT, dated as of November 21, 1980, by and among NEW BOSTON COKE CORPORATION ("New Boston") (formerly called Portsmouth Coke Corporation), an Ohio corporation having its chief executive offices at 300 South Livernois Avenue, Detroit, Michigan 48209, McLOUTH STEEL CORPORATION ("McLouth"), a Michigan Corporation having its chief executive offices at 300 South Livernois Avenue, Detroit, Michigan 48209, and CYCLOPS CORPORATION ("Cyclops"), a Pennsylvania corporation having its chief executive offices at Washington Road, Pittsburgh, Pennsylvania 15228

WITNESSETH

WHEREAS, Cyclops has heretofore adopted the Pension Plan for Bargaining Group Hourly Employees of the Portsmouth Plant of Empire-Detroit Steel Corporation of Cyclops Corporation ("Cyclops Plan") for the exclusive benefit of its eligible bargaining group hourly employees at the Portsmouth, Ohio Plant of Empire-Detroit Steel Division, including the hourly employees of the Coke Plant ("Coke Plant") the terms of which as in effect on the date of execution hereof are incorporated herein by reference; and

WHEREAS, the Cyclops Plan is funded through an Agreement of Trust between Cyclops and the Manufacturers National Bank of Detroit, as Trustee; and

WHEREAS, the Cyclops Plan is a qualified plan under Section 401 of the Internal Revenue Code ("Code") and the Trust

established thereunder is an exempt trust under Section 501 of the Code; and

WHEREAS, New Boston has on this date purchased the assets of the Coke Plant from Cyclops and, as part of such purchase, has employed substantially all the former hourly Coke Plant employees of Cyclops; and

WHEREAS, New Boston has agreed to assume all the accrued (vested and unvested) pension liabilities of said hourly employees as calculated under the terms of the Cyclops Plan as of the date of execution hereof; and

WHEREAS, New Boston has established the New Boston Coke Corporation Pension Plan for Hourly Employees ("New Boston Plan") for the exclusive benefit of its eligible hourly employees in a form which provides substantially the same pension benefits as provided in the Cyclops Plan and which grants full credit for said employees' service with Cyclops; and

WHEREAS, Cyclops has agreed to transfer to the Trustee of the New Boston Plan the assets of the Cyclops Plan held by the Trustee of the Cyclops Plan properly allocated to the transferred liabilities in a manner which complies with Section 414(1) of the Code and Section 4004 of the Employee Retirement Income Security Act ("ERISA"); and

WHEREAS, the New Boston Plan is funded through an Agreement of Trust between New Boston and Detroit Bank & Trust Company as Trustee; and

WHEREAS, the New Boston Plan is intended to be a qualified plan under Section 401 of the Code and the Trust established thereunder is intended to be an exempt trust under Section 501 of the Code; and

WHEREAS, New Boston has agreed to assume and make, and McLouth has agreed to guarantee, all further contributions to the New Boston Plan with respect to the transferred liabilities in such amounts as to satisfy the minimum funding standards of Section 412 of the Code; and

WHEREAS, Cyclops on October 28, 1980 filed IRS Form 5310 with the Key District Director of Internal Revenue at Baltimore, Maryland with respect to the transfer of the said assets and liabilities.

NOW, THEREFORE, in consideration of the premises, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Cyclops hereby assigns and transfers to New Boston, and New Boston hereby accepts and assumes, the entire vested and unvested pension liabilities accrued to the date hereof under all the applicable terms of the Cyclops Plan for those hourly employees of the Coke Plant who are named in Schedule (1) attached hereto.

2. The parties agree that the sum of $327,491 represents the fair market value of all the assets of the Cyclops Plan which are allocable under Section 4044(a) of ERISA to the liabilities transferred under paragraph 1.

3. Cyclops shall direct the Trustee of the Cyclops Plan to transfer and pay over to the Trustee of the New Boston Plan the sum of $327,491, plus interest thereon from the date of execution hereof at the rate of 8% per annum, in cash or cash equivalent, on November 28, 1980, or as soon thereafter as permitted by law.

4. New Boston hereby assumes and covenants to make all future employer contributions to the Trustee of the New Boston Plan with respect to the liabilities transferred under paragraph 1 necessary to meet the minimum funding standards of Section 412 of the Code.

5. McLouth hereby unconditionally guarantees the obligations of New Boston under paragraph 4.

6. New Boston and McLouth hereby agree to indemnify, protect and save harmless Cyclops from and against any liability or payment to any participant, union, governmental agency or any other person, arising out of the liabilities transferred under paragraph 1 or a breach of the covenants contained in paragraph 4.

7. Cyclops hereby agrees to indemnify, protect and save harmless New Boston and McLouth from and against any liability arising out of (i) Cyclops' breach of any covenant or agreement against transfer of the funds described in paragraph 3, and (ii) any irregularity in the transfer of said funds by the Trustee under paragraph 3.

8. This Agreement shall not be assigned by New Boston or McLouth without the prior written consent of Cyclops, which consent will not unreasonably be withheld.

9. This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties.

IN WITNESS WHEREOF, each of Cyclops, New Boston, and McLouth has caused this Agreement to be duly executed, sealed and delivered in its name and on its behalf, all as of the day and year first above written.

(Corporate Seal)

Attest:

Secretary

CYCLOPS CORPORATION

By

Vice President

(Corporate Seal)

Attest:

Secretary

NEW BOSTON COKE CORPORATION

By

President

(Corporate Seal)

Attest:

Secretary

McLOUTH STEEL CORPORATION

By

Vice President

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Schedule 1

The following is a preliminary list as of November 14, 1980. Cyclops, McLouth and New Boston agree that this list will be updated to reflect vacancies occuring and filled as well as substitutions made to and including the execution date of the attached Agreement.

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

CLERICAL

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
C. Cartwright	9-20-25	55	6-09-44	36	5
R. Simon	7-26-22	58	8-17-44	36	3
A. L. Johnson	7-28-26	54	10-02-44	36	1
R. E. Stephenson	7-04-24	56	10-18-44	36	1
J. B. Jarrells	7-03-26	54	7-23-45	35	4
*J. D. Gambill	9-10-23	57	6-19-48	32	5

*Nurse

Schedule (1)

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

PRODUCTION AND MAINTENANCE FORCES

COKE OVENS

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
T. K. Stanley	5-22-24	56	7-22-48	32	4
R. H. Gilliland	9-08-33	47	5-07-53	27	6
V. E. Coldiron	2-25-24	57	1-27-56	24	10
R. D. Raynard	11-18-35	45	1-25-56	24	10
E. L. Skaggs	2-24-25	56	8-03-44	36	3
W. E. Price	11-17-31	49	8-12-55	25	3
S. T. Dillow	8-16-35	45	8-12-55	25	3
R. D. Murphy	12-22-36	44	11-16-55	25	0
C. F. Wells	5-21-31	49	5-11-59	21	6
D. Davis	12-01-38	42	2-09-62	18	9
R. D. Jones	1-07-39	42	2-13-62	18	9
R. W. Southworth	7-24-42	38	1-25-65	15	10
D. R. Tucker	12-19-46	34	2-21-65	15	9
W. J. Baldridge	11-30-25	55	2-25-56	24	9
J. L. Baldridge	4-05-35	46	11-05-59	21	0
D. D. Lewis	1-02-43	38	7-12-66	14	4
G. W. Walters	12-13-42	38	7-19-66	14	4
I. R. Ward	10-12-28	52	2-19-56	24	9
G. R. Jones	8-05-39	41	2-10-65	15	9
A. W. Bussler	8-11-38	42	9-21-66	14	2
C. P. Gable	9-01-37	43	9-05-67	13	2
J. L. Gambill	7-08-46	34	4-15-68	12	7
P. S. Hoffer	7-22-32	48	3-25-68	12	8
P. D. Fitzpatrick	12-02-43	37	1-22-68	12	10
R. D. Walker	9-03-46	34	10-03-67	13	1
H. L. Artrip	2-02-47	34	5-02-69	21	6
R. L. Queen	6-12-34	46	3-08-55	25	8
C. Allen	4-12-25	56	3-21-45	35	8
B. J. Wallace,Jr.	10-13-27	53	5-01-55	25	6
R. L. Jackson	6-11-32	48	6-29-55	25	5
E. S. Lewis	2-14-32	49	2-06-56	24	9
W. D. Alley	10-01-45	35	9-19-64	16	2
J. L. Albrecht	6-02-39	41	1-10-65	15	10
D. A. Payton	2-09-44	37	9-05-67	13	2
K. G. Williams	6-28-45	35	1-20-68	12	10
H. L. Coldiron	6-04-58	32	3-08-69	11	8
D. G. Hart	8-07-39	41	9-26-69	11	2
J. A. Egerton	3-25-50	31	9-30-69	11	2
G. H. Madden	1-12-35	46	4-09-55	25	7
D. D. Martin	4-18-41	40	8-09-65	15	3
J. R. Cooper	3-28-35	46	5-08-55	25	6
M. W. Lutz	7-31-30	50	2-15-55	25	9

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Production and Maintenance Forces
Coke Ovens (Cont.)

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
J. R. Sowards	7-24-27	53	8-06-45	35	3
R. L. Moore	2-03-32	49	4-10-55	25	7
R. P. Scott	3-17-31	50	4-26-55	25	7
C. L. Dever	8-16-36	44	4-24-55	25	7
J. M. Stidham	7-22-34	46	5-01-55	25	6
R. E. Cottle	9-23-37	43	11-14-59	21	0
BY-PRODUCTS					
S. D. Davis	7-10-42	38	10-03-67	13	1
L. A. Horner	6-02-38	42	3-23-68	12	8
H. G. Hammond	8-29-47	33	3-10-69	11	8
R. H. Myers	10-17-34	46	4-30-69	11	7
W. R. Workman	5-11-43	38	9-20-69	11	2
C. Ferguson	2-23-24	57	3-17-56	24	8
M. R. Brown	12-04-34	46	4-06-55	25	7
R. K. Wright	2-18-44	37	1-09-68	12	10
T. R. Tarr	1-15-48	33	4-30-69	11	7
L. D. Kayser	8-21-53	27	3-31-73	7	8
D. G. Phipps	8-15-51	29	2-24-73	7	9
H. L. Adkins	2-22-24	57	7-19-48	32	4
C. W. Crabtree	9-08-34	46	2-15-55	25	9
C. M. McWharter	1-23-34	48	4-10-55	25	7
COAL HANDLING					
R. W. Dalton	7-20-43	37	9-17-64	16	2
J. C. Ward	4-21-36	45	8-01-67	13	3
T. D. Preast	4-06-37	44	2-25-56	24	9
J. R. Oiler	10-17-35	45	9-05-67	13	2
D. P. Richards	8-16-44	36	3-25-69	11	8
B. Cantrell	8-31-34	46	7-25-53	27	4
H. G. Alcorn	1-01-35	46	1-21-56	24	10
J. D. Caldwell	5-09-44	37	9-18-64	16	2
B. L. Jarvis	6-03-35	45	2-24-55	25	9
L. J. Gambill	5-04-47	34	3-10-69	11	8
J. R. Webb	2-02-30	51	7-13-55	25	4
J. W. McClure	3-04-21	60	7-30-53	27	4
COKE HANDLING					
M. E. Cole	9-14-36	44	3-17-55	25	8
W. M. White	9-16-23	57	1-20-56	24	10
R. S. Schaefer	2-11-43	38	9-10-64	16	2
R. W. Dunham, Jr.	10-28-42	38	1-04-65	15	10
D. Farmer	5-11-40	41	1-10-65	15	10

Production and Maintenance Forces
Coke Handling (Contl)

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
V. E. Munn	4-15-35	46	2-14-56	24	9
A. W. Triplett	8-22-29	51	5-11-59	21	6
D. C. Jarvis	11-12-28	52	5-12-59	21	6
H. D. Campbell	10-12-40	40	9-22-66	14	2
C. M. Johnson	1-10-48	33	4-23-69	11	7
C. D. Bramblett	5-21-48	32	9-06-69	11	2
J. L. Moore	1-14-26	55	4-08-55	25	7
R. J. Flannery	12-31-45	35	8-03-65	15	3
J. E. Hurn, Jr.	2-02-47	34	4-01-68	12	7
COKE LABOR					
W. H. Hall	10-19-31	49	1-15-65	15	10
G. W. Gilley	9-24-49	31	5-05-69	11	6
D. E. Bays	6-28-53	27	2-24-73	7	9
D. C. Wagner	8-31-28	52	3-22-73	7	8
R. W. Buffinger	8-17-49	31	4-13-73	7	7
H. A. Wise, Jr.	7-01-50	30	6-12-73	7	5
J. D. Kaut	4-20-50	31	6-20-73	7	5
C. E. Messer,II	12-22-53	27	7-14-73	7	4
COKE GENERAL					
P. Slone	7-12-41	39	2-24-73	7	9

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

PRODUCTION AND MAINTENANCE FORCES

MECHANICAL DEPARTMENT

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
C. N. Quillen	2-09-21	60	1-19-42	38	10
E. O. Gibbins	11-19-21	59	7-16-42	38	4
R. Hamilton	10-31-20	60	7-15-42	38	4
H. C. Tipton	11-23-24	56	5-03-45	35	6
V. C. Lyon	2-27-24	57	6-16-44	36	5
C. E. Call	8-07-19	61	8-24-42	38	3
R. D. Sparks	6-29-21	59	1-06-46	34	10
V. P. Travis	9-22-19	61	12-24-47	32	11
E. E. Danes	3-12-21	60	7-17-46	34	4
C. Duncan, Jr.	4-30-25	56	7-08-48	32	4
R. M. Howard	5-02-21	60	2-05-45	35	9
J. W. Dalton	6-07-23	57	4-18-55	25	7
J. E. Besco	7-17-21	59	3-07-55	25	8
R. D. Whisman	8-23-31	49	4-04-55	25	7
J. C. Johnson	10-01-25	55	4-13-55	25	7
W. H. Lodwick	12-27-26	54	4-26-55	25	7
R. R. Rice	11-17-36	44	2-24-55	25	9
W. E. Rollins, Jr.	2-26-26	55	4-13-55	25	7
D. L. Moon	8-30-20	60	5-02-55	25	6
M. E. Trent	4-04-27	54	5-02-55	25	6
P. E. Sexton	2-18-35	46	3-05-55	25	8
B. O. Ricks	2-28-29	52	8-03-53	27	3
D. L. Jewell	7-24-36	44	2-24-55	25	9
R. Hall	1-28-31	50	3-05-55	25	8
J. Crabtree	9-15-30	50	7-31-53	27	3
L. O. Wright	9-29-34	46	4-08-55	25	7
L. Barrett	11-20-30	50	2-24-55	25	9
J. M. Turner	12-14-28	52	3-17-55	25	8
R. L. Bradley	6-24-30	50	4-06-55	25	7
C. E. Dunn	8-23-35	45	4-11-55	25	7
A. E. McFann	9-29-32	48	3-08-55	25	8
F. D. Riggs	6-19-24	56	3-22-55	25	8
W. W. Williams	4-01-34	47	3-31-55	25	8
R. Reed	11-10-30	50	4-11-55	25	7
F. E. Allen	3-16-34	47	4-08-55	25	7
H. L. Gray	8-29-21	59	4-25-55	25	7
C. O'Bannion	4-23-25	56	4-25-55	25	7
D. Pierce, Jr.	11-14-36	44	3-24-55	25	8

Production and Maintenance Forces
Mechanical Department (Cont.)

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
R. H. Chandler	8-25-34	46	4-09-55	25	7
R. Hill, Jr.	4-02-35	46	6-09-55	25	5
J. R. Hall	9-08-26	54	4-07-55	25	7
W. B. Blevings	4-30-36	45	4-13-55	25	7
W. O. Logan	5-14-36	45	4-13-55	25	7
R. L. Penn	3-08-29	52	4-23-55	25	7
C. D. Jones	3-31-24	57	8-24-55	25	3
R. T. Taylor	6-26-26	54	7-29-55	25	4
R. E. Willard	9-25-34	46	5-08-55	25	6
L. A. O'Dell	3-30-37	44	6-10-55	25	5
F. E. Adams	4-07-19	62	1-24-61	19	10
J. A. Arthur	1-29-22	59	1-16-62	18	10
H. D. Williams	6-30-30	50	1-28-63	17	10
H. R. Bailey, Jr.	5-19-33	47	8-26-63	17	3
G. R. Gullion, Jr.	9-04-36	44	3-15-62	18	8
D. L. Ramsey	11-13-30	50	2-05-68	12	9
K. R. Gunter	8-17-29	51	2-18-68	12	9
B. Goble, Jr.	12-31-39	41	8-12-68	12	3
H. E. Gibson	4-06-21	60	10-21-68	12	1
L. J. Gates	1-03-39	42	2-26-69	11	9
H. L. Profitt	2-08-38	43	7-22-69	11	4
R. Veach	5-01-36	45	10-10-55	25	1
E. Burton	5-17-25	55	3-08-63	17	8
C. W. Rose	7-29-35	45	3-18-55	25	8

ELECTRICAL DEPARTMENT

J. R. Blankenbeckley	12-29-26	54	1-03-45	35	10
G. A. Castle	1-14-22	60	12-19-45	34	11
P. D. Adams	10-01-23	57	7-14-42	38	4
J. Whitt, Jr.	8-26-26	54	6-30-45	35	5
C. R. Briggs	9-16-22	58	7-05-48	32	4
R. Nichols, Jr.	12-20-21	59	1-14-49	31	10
L. Justice, Jr.	5-19-21	59	1-25-43	37	10
R. E. Johnson	6-02-25	55	11-22-43	37	0
I. R. Parker	11-17-17	63	8-25-42	38	3
P. Dingus	3-28-24	57	3-24-43	37	8
A. C. Cropper	9-07-22	58	1-31-55	25	10
M. H. McHenry	4-15-29	52	2-02-55	25	9
G. E. Gilpin	10-05-25	55	4-16-44	36	7
C. E. Jarrells	2-11-21	60	1-16-45	35	10
J. F. Eichenlaub	3-15-27	54	3-30-45	35	8
R. L. Kammer	7-08-27	53	7-11-45	35	4
O. J. Smith	2-22-23	58	7-17-45	35	4
G. D. Marsh	2-22-23	58	1-28-55	25	10

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

PRODUCTION AND MAINTENANCE FORCES

YARD AND TRANSPORTATION

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
E. L. Fultz	3-07-21	60	3-26-43	37	8
W. L. Billings	1-01-26	55	5-10-44	36	6
R. J. Clark	1-14-22	59	6-28-44	36	5
R. Virginia	8-18-26	54	11-03-44	36	0
L. Chochard	4-04-21	60	12-26-44	35	11
O. E. Lavender	7-15-26	54	12-28-44	35	11
D. E. Gifford	2-11-27	54	3-27-45	35	8
T. E. Newsome	7-14-26	54	8-26-44	36	3
W. T. Gose	5-02-19	62	11-17-43	37	0
J. J. Koch	4-24-26	55	5-14-44	36	6
C. H. Blevins	4-16-26	55	5-13-44	36	6
R. Huffman	9-08-33	47	4-24-55	25	7
K. E. Ellifritt	12-23-33	47	12-11-55	24	11
P. Compton, Jr.	9-05-36	44	1-27-56	24	10
R. R. Bennington	9-18-37	43	5-13-59	21	6
A. R. Barker	6-28-38	42	1-13-60	20	10
P. R. Eckhart	6-14-31	49	1-25-62	18	10
J. P. Rapp	1-13-29	52	1-26-62	18	10
A. E. Diles	12-22-37	43	2-09-62	18	9
W. R. Hamilton	3-06-38	43	2-09-62	18	9
D. Bradley	8-28-40	40	6-10-59	21	5
D. H. Holbrook	7-24-34	46	1-12-60	20	10
B. Miller	10-17-35	45	9-17-64	16	2
T. T. Smith, Jr.	2-11-40	41	9-27-64	16	2
R. E. Dials	1-31-38	43	1-05-65	15	10
R. W. Pritchett	5-15-44	36	1-12-65	15	10
P. R. Fultz	8-01-44	37	1-13-65	15	10
P. A. Osborne	6-12-43	37	1-27-65	15	10
D. L. Parker	10-23-44	36	2-08-65	15	9
G. E. Miracle	11-25-32	48	2-12-65	15	9
G. E. Norman	11-04-39	41	3-18-65	15	8

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

PRODUCTION AND MAINTENANCE FORCES

BRICKMASON

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
C. McLaughlin	5-07-20	61	2-13-42	38	9
W. W. Williams	4-07-20	61	7-14-42	38	4

COMBUSTION CONTROL

L. A. Daugherty	8-08-24	56	4-21-53	27	7

GENERAL WORKS

W. A. Miller	1-30-37	44	7-31-67	13	4

UNASSIGNED LABOR

J. G. LeBrun	10-26-22	58	6-19-42	38	5
H. W. Hughes	4-07-20	60	8-21-42	38	3
W. Howell	6-22-17	63	1-25-43	37	10
J. O. Wright	3-14-20	61	4-12-43	37	7
E. Burnheimer	12-10-24	56	8-09-44	36	3
C. Thacker	5-03-21	59	8-09-44	36	3
R. Lowe	7-22-21	59	8-15-44	36	3
C. Loper	3-02-25	56	12-05-44	35	11
P. Reed	7-25-25	55	1-03-45	35	10

AGREEMENT OF TRANSFER AND ASSUMPTION
OF SALARIED PLAN ASSETS AND LIABILITIES

THIS AGREEMENT, dated as of November 21, 1980, by and among NEW BOSTON COKE CORPORATION ("New Boston") (formerly called Portsmouth Coke Corporation), an Ohio corporation having its chief executive offices at 300 South Livernois Avenue, Detroit, Michigan 48209, McLOUTH STEEL CORPORATION ("McLouth"), a Michigan Corporation having its chief executive offices at 300 South Livernois Avenue, Detroit, Michigan 48209, and CYCLOPS CORPORATION ("Cyclops"), a Pennsylvania corporation having its chief executive offices at Washington Road, Pittsburgh, Pennsylvania 15228.

WITNESSETH

WHEREAS, Cyclops has heretofore adopted the Pension Plan for Salaried Employees of Cyclops Corporation ("Cyclops Plan") for the exclusive benefit of its eligible salaried employees, including its salaried employees at the Portsmouth, Ohio Coke Plant ("Coke Plant"), the terms of which as in effect on the date of execution hereof are incorporated herein by reference; and

WHEREAS, the Cyclops Plan is funded through an Agreement of Trust between Cyclops and the Chase Manhattan Bank (National Association), as Trustee; and

WHEREAS, the Cyclops Plan is a qualified plan under Section 401 of the Internal Revenue Code ("Code") and the Trust established thereunder is an exempt trust under Section 501 of the Code; and

WHEREAS, New Boston has on this date purchased the assets of the Coke Plant from Cyclops and, as part of such purchase, has employed substantially all the former salaried Coke Plant employees of Cyclops; and

WHEREAS, New Boston has agreed to assume all the accrued (vested and unvested) pension liabilities of said salaried employees as calculated under the terms of the Cyclops Plan as of the date of execution hereof; and

WHEREAS, New Boston has established the New Boston Coke Corporation Pension Plan for Salaried Employees ("New Boston Plan") for the exclusive benefit of its eligible salaried employees in a form which provides substantially the same pension benefits as provided in the Cyclops Plan and which grants full credit for said employees' service with Cyclops; and

WHEREAS, Cyclops has agreed to transfer to the Trustee of the New Boston Plan the assets of the Cyclops Plan held by the Trustee of the Cyclops Plan properly allocated to the transferred liabilities in a manner which complies with Section 414(l) of the Code and Section 4044 of the Employee Retirement Income Security Act ("ERISA"); and

WHEREAS, the New Boston Plan is funded through an Agreement of Trust between New Boston and National Bank of Detroit, as Trustee; and

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WHEREAS, the New Boston Plan is intended to be a qualified plan under Section 401 of the Code and the Trust established thereunder is intended to be an exempt trust under Section 501 of the Code; and

WHEREAS, New Boston has agreed to assume and make, and McLouth has agreed to guarantee, all further contributions to the New Boston Plan with respect to the transferred liabilities in such amounts as to satisfy the minimum funding standards of Section 412 of the Code; and

WHEREAS, Cyclops on October 28, 1980 filed IRS Form 5310 with the Key District Director of Internal Revenue at Baltimore, Maryland with respect to the transfer of the said assets and liabilities.

NOW, THEREFORE, in consideration of the premises, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Cyclops hereby assigns and transfers to New Boston and New Boston hereby accepts and assumes, the entire vested and unvested pension liabilities accrued to the date hereof under all the applicable terms of the Cyclops Plan for those salaried employees of the Coke Plant who are named in Schedule (1) attached hereto.

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2. The parties agree that the sum of $109,642 represents the fair market value of all the assets of the Cyclops Plan which are allocable under Section 4044(a) of ERISA to the liabilities transferred under paragraph 1.

3. Cyclops shall direct the Trustee of the Cyclops Plan to transfer and pay over to the Trustee of the New Boston Plan the sum of $109,642, plus interest thereon from the date of execution hereof at the rate of 8% per annum, in cash or cash equivalent, on November 28, 1980, or as soon thereafter as permitted by law.

4. New Boston hereby assumes and covenants to make all future employer contributions to the Trustee of the New Boston Plan with respect to the liabilities transferred under paragraph 1 necessary to meet the minimum funding standards of Section 412 of the Code.

5. McLouth hereby unconditionally guarantees the obligations of New Boston under paragraph 4.

6. New Boston and McLouth hereby agree to indemnify, protect and save harmless Cyclops from and against any liability or payment to any participant, union, governmental agency or any other person, arising out of the liabilities transferred under paragraph 1 or a breach of the covenants contained in paragraph 4.

7. Cyclops hereby agrees to indemnify, protect and save harmless New Boston and McLouth from and against any liability arising out of (i) Cyclops' breach of any covenant or agreement

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against transfer of the funds described in paragraph 3, and (ii) any irregularity in the transfer of said funds by the Trustee under paragraph 3.

8. This Agreement shall not be assigned by New Boston or McLouth without the prior written consent of Cyclops, which consent shall not unreasonably be withheld.

9. This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties.

IN WITNESS WHEREOF, each of Cyclops, New Boston, and McLouth has caused this Agreement to be duly executed, sealed and delivered in its name and on its behalf, all as of the day and year first above written.

(Corporate Seal)

Attest:

Asst Secretary

CYCLOPS CORPORATION

By Vice President

(Corporate Seal)

Attest:

Secretary

NEW BOSTON COKE CORPORATION

By Donald A. Lockhead
President

(Corporate Seal)

Attest:

Asst Secretary

McLOUTH STEEL CORPORATION

By Donald A. Lockhead
Vice President

Schedule 1

The following is a preliminary list as of November 14, 1980. Cyclops, McLouth and New Boston agree that this list will be updated to reflect vacancies occuring and filled as well as substitutions made to and including the execution date of the attached Agreement.

EMPIRE-DETROIT STEEL DIVISION

PORTSMOUTH PLANT - COKE FACILITIES

ESTIMATED MANNING CENSUS

AS OF 11-14-80

EXCLUDED FORCES

INDIVIDUAL NAME	DATE OF BIRTH	NEAREST BIRTH DATE AGE	CONTINUOUS SERVICE DATE	YEARS	MONTHS
D. S. Gregg	10-16-26	54	1-16-65	15	10
F. P. Iovino	8-11-21	59	10-01-65	15	1
C. E. Darnell	11-28-37	43	2-06-56	24	9
J. A. Bradshaw	4-24-33	48	4-25-55	25	7
C. J. Cronin	2-06-37	44	5-09-59	21	6
G. J. Day	11-16-27	53	2-13-62	18	9
R. E. Yinger	10-17-37	43	1-17-65	15	10
L. E. Wilson	12-27-31	49	1-24-51	29	10
C. Wright	12-12-32	48	11-09-59	21	0
C. W. Phipps	11-13-25	55	3-16-65	15	8
W. Vanderpool	2-01-35	46	4-22-55	25	7
D. L. Ferrell	2-13-37	44	2-06-62	18	9
E. J. Price	11-17-25	55	10-25-65	15	1
W. J. Price	1-24-22	59	5-06-68	12	6
G. Ruby	3-18-40	41	8-24-67	13	3
M. W. Atkins	9-09-52	28	2-02-73	7	9
R. E. Hollis	4-06-38	43	5-15-59	21	6
S. E. Sexton	10-15-29	51	4-17-55	25	7
C. E. Elrod	2-06-26	55	4-12-45	35	7
D. J. Figlestahler	9-28-49	31	5-14-69	11	6
J. L. Wells	4-09-50	31	5-12-73	7	6
E. J. Maynard	7-17-33	47	3-24-55	25	8
G. L. O'Neal	9-25-41	39	3-29-65	15	8
A. R. Varhola	6-26-24	56	1-17-55	25	10
S. B. Goodson	2-16-48	33	6-11-73	7	5
D. L. Grashel	6-20-37	43	6-01-59	21	5
D. B. McGlone	11-26-36	44	9-03-63	17	2
J. L. McGlone	10-31-36	44	7-08-68	12	4

Schedule 1

GUARANTY AGREEMENT

THIS GUARANTY is made as of the date set forth below from McLOUTH STEEL CORPORATION ("Guarantor"), a Michigan Corporation having its chief executive office at 300 South Livernois Avenue, Detroit, Michigan 48209, to CYCLOPS CORPORATION ("Cyclops"), a Pennsylvania corporation having its chief executive office at 650 Washington Road, Pittsburgh, Pennsylvania 15228.

WHEREAS, subject to the terms and conditions of the Purchase Agreement ("Purchase Agreement") of even date by and among Cyclops, Guarantor, and New Boston Coke Corporation ("Purchaser"), Guarantor's wholly owned subsidiary, Purchaser is purchasing from Cyclops certain property located in Scioto County, Ohio, known as the Portsmouth Coke Plant and more particularly described in the Purchase Agreement; and

WHEREAS, one of the several terms and conditions of the Purchase Agreement is that Guarantor unconditionally and irrevocably guarantee to Cyclops and become surety for the full and timely payment, fulfillment, and performance of all the obligations of Purchaser under the Purchase Agreement and certain other instruments and agreements more particularly described therein; and

WHEREAS, it is contemplated that Purchaser's purchase of the Portsmouth Coke Plant will be of substantial benefit to Guarantor;

NOW, THEREFORE, in consideration of the premises and in order to induce Cyclops to sell the Portsmouth Coke Plant to Purchaser and for other good and valuable consideration, receipt of which is hereby acknowledged, Guarantor, intending to be legally bound, hereby agrees with Cyclops as follows:

1. Guarantor absolutely, unconditionally, and irrevocably guarantees to Cyclops and becomes surety for (A) the full and timely payment of both principal and interest under Purchaser's promissory note ("Note") of even date in the principal amount of $5,000,000, more particularly described in Section 3 of the Purchase Agreement and representing a portion of the purchase price of the Portsmouth Coke Plant; (B) the full and timely payment and performance of all Purchaser's obligations described in Section 5 of the Purchase Agreement and in the Agreement of Transfer and Assumption of Salaried Plan Assets and Liabilities and the Agreement of Transfer and Assumption of Union Plan Assets and Liabilities, both of even date herewith by and among Purchaser, Guarantor, and Cyclops and described more fully in Section 5 of the Purchase Agreement; (C) the full and timely payment and performance of

AK000923

all Purchaser's obligations under the Mortgage and the Security Agreement, both of even date by and between Cyclops and Purchaser and more particularly described in Section 3 of the Purchase Agreement; (D) the full and timely payment and performance of all Purchaser's obligations under the two Joint Use Contracts of even date by and between Cyclops and Purchaser and more particularly described in Section 10 of the Purchase Agreement; and (E) the full and timely payment and performance of all liabilities and obligations assumed by Purchaser pursuant to Section 4(A) of the Purchase Agreement and/or the Assumption Agreement of even date by and between Purchaser and Cyclops, more particularly described in Section 14(B) of the Purchase Agreement. As used herein, "Purchaser's Obligations" shall mean each and every liability and obligation of Purchaser described or mentioned in this Paragraph, and "Agreements" shall mean the Note, the Purchase Agreement, and each and every other agreement described or mentioned in this Paragraph.

2. Guarantor agrees to pay and perform forthwith on Purchaser's default all of Purchaser's Obligations and to compensate Cyclops for all losses, costs, attorney's fees, and other expenses that may be suffered by Cyclops by reason of any default by Purchaser or Guarantor, all without any obligation on the part of Cyclops to proceed first against Purchaser or any other party or to liquidate the Note or any collateral

AK000924

security for Purchaser's Obligations. Guarantor hereby agrees to be bound by and on demand to pay any deficiency established by a sale or other disposition of any collateral security held for Purchaser's Obligations after Purchaser's default. Except as expressly provided in Paragraph 3(b) hereinbelow, Guarantor hereby expressly waives notice of such sale or disposition, waives notice of acceptance of this Guaranty by Cyclops and of presentment for payment, demand, dishonor, protest, non-payment, or default with respect to any of Purchaser's Obligations, and waives any other notice or demand required by law.

3. (a) Cyclops may at any time and from time to time, without Guarantor's consent and without notice to Guarantor except as expressly provided in Paragraph 3(b) below, do any of the following:

(i) renew or extend any of Purchaser's Obligations or the obligations of any other party at any time directly or contingently liable for the payment or performance of any of Purchaser's Obligations;

(ii) accept partial payment or performance of Purchaser's Obligations;

(iii) settle, release (by operation of law or otherwise), compound, compromise, collect, or liquidate any of Purchaser's Obligations and the security therefor in any manner;

(iv) consent to the transfer of security; or

(v) bid and purchase at any sale of paper or security, whether the sale be public or private.

The obligations of Guarantor hereunder shall not be released, discharged, impaired, or affected by any such event, by the genuineness, validity, or enforceability of any of the Agreements, or by any other matter, circumstance, or thing whatsoever whereby Guarantor as unconditional and absolute guarantor and surety of Purchaser's Obligations would or might be released or discharged. Guarantor hereby waives all set-offs and counterclaims, and waives all exemptions to the extent permitted by law. This Guaranty shall remain in full force and effect so long as any of Purchaser's Obligations remain unpaid or unperformed.

(b) In the event that (1) Guarantor shall no longer have any right, title, or interest, direct or indirect, in the outstanding capital stock or assets of Purchaser or Purchaser's successors or assigns, and (2) Guarantor shall have given

Cyclops timely written notice thereof and of the names and addresses of the owner or owners of said ownership interest in Purchaser, Guarantor shall be entitled to:

(i) Whatever notice and right to cure, if any, that Purchaser shall be entitled to under the applicable Agreements following a default with respect to any of Purchaser's Obligations. In such event, any such notice may be given concurrently to Purchaser and Guarantor, and Guarantor's obligations hereunder shall be postponed with respect to such Obligation of Purchaser until such right to cure, if any, shall have expired.

(ii) Notice of the extension of any of Purchaser's money Obligations for a period in excess of ninety (90) days.

(iii) Notice of the release of any discrete item of security necessary for the operation of the Portsmouth Coke Plant and having a replacement cost in excess of two hundred fifty thousand dollars ($250,000), unless Cyclops releases such security on the understanding that Purchaser will promptly replace the property in question with an item or items of similar function and equal or better quality.

AK000927

Except as otherwise expressly provided in any applicable Agreement, any notice to Guarantor provided for in this Paragraph shall be deemed to have been timely given if mailed or otherwise delivered to Guarantor at its address set forth above at least ten (10) days prior to the event to which such notice relates. In the event that Cyclops shall fail to give Guarantor any notice provided for in the foregoing Subparagraphs (ii) and (iii) of this Paragraph 3(b), such failure shall not abrogate any of Guarantor's obligations hereunder, and Cyclops' sole liability in connection with such failure shall be for such material damage to Guarantor as may result from the failure to give notice with respect the particular extension or release.

4. Guarantor shall be subrogated to the rights of Cyclops against Purchaser to the extent of the payments made by Guarantor hereunder and, to the extent permitted by law, shall be entitled to the benefits of the collateral security for Purchaser's Obligations; provided, however, that Guarantor shall not by virtue of making any such payment have or make any claim against Purchaser or obtain or attempt to obtain the benefits of any such collateral security unless and until all of Purchaser's Obligations (including without limitation the indebtedness evidenced by the Note) shall have been paid, performed, and discharged in full.

AK000928

5. All obligations of Purchaser to Guarantor, whether now existing or hereafter incurred, shall be subordinated to Purchaser's Obligations. Without the prior written consent of Cyclops, no dividends or other payments or distributions shall be made to or accepted by Guarantor in respect of the capital stock of Purchaser so long as any of Purchaser's Obligations shall remain unpaid or unperformed. If an event of default occurs under any of the Agreements, no indebtedness of Purchaser to Guarantor shall be paid in whole or in part, nor will Guarantor accept any payment of or on account of any such indebtedness without the prior written consent of Cyclops so long as such default shall remain uncured. Each dividend or other payment or distribution in respect of any capital stock of Purchaser or on account of any indebtedness of Purchaser to Guarantor received in violation of this Guaranty shall be deemed to have been received by Guarantor as trustee for Cyclops and shall be paid over to Cyclops immediately on account of the indebtedness of Purchaser to Cyclops, but without otherwise affecting in any manner the liability of Guarantor hereunder.

6. Guarantor agrees to mail to Cyclops at its address shown above, within 30 days after each such item becomes available to the public generally, a true copy of each quarterly and annual financial statement of Guarantor and each

report and document filed by Guarantor with the Securities and Exchange Commission.

7. All the foregoing promises and obligations shall bind Guarantor, its successors and assigns, and shall inure to the benefit of Cyclops, its successors and assigns, whether so expressed or not. This Guaranty has been entered into under and pursuant to the laws of the Commonwealth of Pennsylvania and for all purposes shall be construed in accordance with said laws. All money obligations arising hereunder shall be due and payable at the offices of Cyclops in Pittsburgh, Pennsylvania. All rights, powers, and remedies of Cyclops hereunder and under any other agreements now or hereafter in force between Cyclops and Guarantor shall be cumulative and not alternative, and shall be in addition to all rights, powers, and remedies given to Cyclops by law. Any provisions hereof contrary to, prohibited by, or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Guarantor acknowledges receipt of an executed copy hereof.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered by its duly

authorized officers in its name and on its behalf this 21st day of November, 1980.

ATTEST:

Richard A Filipp

Title Asst Secretary

McLOUTH STEEL CORPORATION

By Donald A. Koellmann

Title Vice President

This Guaranty is hereby accepted by Cyclops on the date first set forth above.

ATTEST:

Title Asst. Secy.

CYCLOPS CORPORATION

By

Title Vice President

AK000931

MC LOUTH STEEL CORPORATION

300 SOUTH LIVERNOIS AVENUE

DETROIT, MICHIGAN 48209

November 21, 1980

Cyclops Corporation
650 Washington Road
Pittsburgh, Pennsylvania 15228
Attn: Robert A. Kushner
Vice-President and
General Counsel

Gentlemen:

McLouth Steel Corporation ("McLouth"), New Boston Coke Corporation, a wholly-owned subsidiary of McLouth ("New Boston") and Cyclops Corporation ("Cyclops") are about to enter into or have entered into a Purchase Agreement ("Purchase Agreement") under the terms of which New Boston is purchasing or has purchased from Cyclops the facilities commonly known as the Portsmouth Coke Plant and McLouth, New Boston and Cyclops are entering into other agreements related to the purchase of the Portsmouth Coke Plant. Such related agreements ("Related Agreements") are as follows:

1. Guaranty Agreement by McLouth of obligations of New Boston to Cyclops

2. Security Agreement between New Boston and Cyclops

3. Mortgage Deed between New Boston, Mortgagor and Cyclops, Mortgagee

4. Coke Sale Agreement between and among McLouth, Cyclops and New Boston

In connection with the transactions that are the subjects of the Purchase Agreement and Related Agreements, Cyclops has reviewed or has had the opportunity to review each quarterly and

annual financial statement of McLouth filed with the Securities and Exchange Commission (S.E.C.) and each other report and document filed by McLouth with the Securities and Exchange Commission which is available to the public generally.

McLouth has advised Cyclops that on November 21, 1977 the S.E.C. issued an Order Directing Private Investigation and Directing Officers to Take Testimony regarding McLouth's reports filed with the S.E.C. ("Order"). A copy of the Order is attached hereto as Exhibit 1. The Investigation directed by the Order is still pending on the date hereof.

Certain of the Related Agreements provide that a determination that New Boston and/or McLouth has given Cyclops materially false information regarding its financial condition shall constitute an event of default under such Related Agreements.

Notwithstanding any provisions in the Purchase Agreement or any of the Related Agreements to the contrary, Cyclops, McLouth and New Boston agree that no restatement, amendment or other revision of McLouth's financial reports resulting directly or indirectly from the investigation directed by the Order, whether by consent judgment, trial and judgment on the merits, or otherwise, shall cause such reports to be determined to be materially false so as to result in an event of default under the Purchase Agreement or any of the Related Agreements.

AK000934

If you agree to the foregoing, please so indicate in the space provided below.

Very truly yours,

McLOUTH STEEL CORPORATION

By: Donald A. Hoekstra
Vice President

NEW BOSTON COKE CORPORATION

By: Donald A. Hoekstra
President

AGREED:

CYCLOPS CORPORATION

By: _____
Vice President

AK000935

THIS ORDER IS AN ORDER DIRECTING A LIMITED OR NON-PUBLIC INVESTIGATION AND IS BEING FURNISHED TO YOU AT YOUR REQUEST FOR YOUR OWN USE.

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

NOV 2 1977

In the Matter of	
McLouth Steel Corp.	ORDER DIRECTING PRIVATE INVESTIGATION AND DIRECTING OFFICERS TO TAKE TESTIMONY
HO-1052	

I.

The Commission's public files disclose that:

A. McLouth Steel Corporation ("McLouth") is a Michigan corporation whose securities are registered pursuant to Section 12(b) of the Exchange Act and are traded on the New York Stock Exchange ("NYSE"). McLouth manufactures carbon and stainless steel products.

B. As of February 25, 1977, McLouth had 5,450,974 voting shares of common stock outstanding. For fiscal year 1976, McLouth reported earnings of $11 million on sales of $512 million, compared to $5.7 million on sales of $366 million in fiscal 1975.

C. During fiscal 1976 and 1975 McLouth owned 19.87% of the outstanding common stock of Jewell Coal & Coke Co. Inc. ("Jewell") and Jewell Smokeless Coal Corp. ("Smokeless.")

D. During fiscal 1976, 1975 and prior, McLouth accounted for its investments in Jewell and Smokeless under the "equity method" of accounting. As a result, McLouth reported $2,350,000 and $3,618,000 in 1976 and 1975, respectively, as its share of Jewell's and Smokeless' earnings. These amounts represented approximately 20% and 60% of McLouth's earnings for 1976 and 1975, respectively.

II.

The staff has reported information to the Commission which tends to show:

A. Prior to and during 1975 and 1976 McLouth filed reports with the Commission which may have been false and misleading.

B. Prior to and during 1975 and 1976 Kelcouth filed reports with the Commission which failed to disclose material matters relating to its investments in Jewell and Smokeless.

III.

The Commission, having considered the foregoing and deeming such acts and practices, if true, to be possible violations of Section 17(a) of the Securities Act and Sections 10(b) and 13(a) of the Exchange Act and Rules 10b-5, 13a-1 and 13a-13 thereunder, finds it necessary and appropriate and hereby

ORDERS, pursuant to the provisions of Section 20(a) of the Securities Act of 1933, and Section 21(a) of the Securities Exchange Act of 1934, that a private investigation be made to determine whether the aforesaid person or any other persons have engaged in or are engaging in any of the reported acts or practices or acts or practices of similar purport or object, and

IT IS FURTHER ORDERED, pursuant to the provisions of Section 19(b) of the Securities Act of 1933 and Section 21(b) of the Exchange Act of 1934, that for purposes of such investigation Thomas J. Loughran, Richard V. Morell and Samuel H. Gruenbaum and each of them are hereby designated officers of this Commission and empowered to administer oaths and affirmations, subpoena witnesses, compel their attendance, take testimony, require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material and to perform all duties in connection therewith as authorized by law.

By the Commission.

George A. Fitzsimmons
Secretary

THIS ORDER IS AN ORDER
[illegible]
AND IS [illegible] TO YOU
AT YOUR REQUEST FOR YOUR OWN
USE.

CYCLOPS CORPORATION
650 WASHINGTON ROAD, PITTSBURGH, PENNSYLVANIA 15228

ROBERT A. KUSHNER
VICE PRESIDENT AND
GENERAL COUNSEL

November 21, 1980

New Boston Coke Corporation
c/o McLouth Steel Corporation
300 S. Livernois Avenue
Detroit, Michigan 48209

Re: Portsmouth Coke Plant:
Clerical Service Bonus - Pay Out
and Accrual

Gentlemen:

The purpose of this letter is to set forth our understanding regarding the payment of "clerical service bonus" payments for the year ended July 31, 1980 to qualifying employees at the facilities commonly known as the Portsmouth Coke Plant, which New Boston Coke Corporation ("New Boston") is purchasing from Cyclops Corporation ("Cyclops") as of the Closing Date.

Cyclops will make the clerical service bonus pay out in November, 1980 for the year ended July 31, 1980. The twenty cents (20¢) per hour accrual, from August 1, 1980 through the Closing Date, based on actual hours worked, will be remitted by Cyclops to New Boston within thirty (30) days after the Closing Date.

If you agree to the foregoing, please so indicate in the space provided hereinbelow.

Yours truly,

CYCLOPS CORPORATION

By _____

AGREED: NEW BOSTON COKE CORPORATION

By Donald A. Woellhaf
President

AK000939

cyclops
CORPORATION

650 WASHINGTON ROAD, PITTSBURGH, PENNSYLVANIA 15228

ROBERT A. KUSHNER
VICE PRESIDENT AND
GENERAL COUNSEL

New Boston Coke Corporation
300 South Livernois Avenue
Detroit, Michigan 48209

Re: Purchase of the Portsmouth Coke Plant, comprised of four parcels of land plus improvements ("Premises")

Gentlemen:

As of even date, you are purchasing the Premises for which separate tax parcels have not yet been created. You have agreed to make application for separate tax parcels and we shall cooperate in this application to the extent reasonably necessary. If a tax bill is received by you for the Premises prior to the creation of separate tax parcels, we agree to allocate the bill on the same geographic basis that the 1980 taxes are being allocated at the closing of your purchase of the Premises. If you are in agreement with this letter, please so acknowledge by signing below.

Very truly yours,

CYCLOPS CORPORATION

By _____

Dated: November 21, 1980

Agreed to this 21st day of November, 1980

NEW BOSTON COKE CORPORATION

By Donald A. Lochkovic
President

AK000941

November 21, 1980

New Boston Coke Corporation
300 S. Livernois Avenue
Detroit, Michigan 48209

Gentlemen:

The following will set forth our understanding:

1. We will permit your non-exclusive use of our "diesel shop" located in Scioto County, Ohio, including railroad track access thereto, without compensation for a period commencing on the Closing Date (as such term is defined in the Purchase Agreement between us dated November 21, 1980) and ending on June 30, 1981. Such use shall be in a manner which is customary for a facility used as a "diesel shop".

2. You agree to indemnify and hold us (and our successor, if any) harmless against any injury or damage to persons or property or violation of applicable environmental statutes and regulations which may result from your use of such diesel shop. You further agree to assume full responsibility for any damage to the diesel shop facility, including without limitation the tools and equipment therein, resulting from your use of said diesel shop tools, equipment and other properties contained in said diesel shop.

If the foregoing correctly sets forth our understanding, would you so indicate by signing and returning

the attached copy hereof.

Very truly yours,

CYCLOPS CORPORATION

By _____
Vice President

Accepted and agreed to this

21st day of November,

1980.

NEW BOSTON COKE CORPORATION

By Donald A. Peckham
President

National Bank of Detroit
DETROIT, MICHIGAN

9-32
720

ISSUING LOCATION 8

NO. 4512938

DATE November 21, 1980

PAY TO THE ORDER OF CYCLOPS CORPORATION * * * * * * * * * * * * * * * * U. S. $800000.00**

NBD800000dol's00cts U.S. DOLLARS

McLouth Steel Corp.
NAME OF REMITTER Issued in lieu of Cert.

AUTHORIZED SIGNATURE

CASHIER'S CHECK

⑈4512938⑈ ⑆072000326⑆ 000⑈81⑈

AK000946

REMITTANCE ADVICE McLOUTH STEEL CORPORATION 300 S. LIVERNOIS - DETROIT, MICH. 48209 No. 235492

VENDOR I.D.	INVOICE DATE	INVOICE NUMBER	INVOICE AMOUNT	DISCOUNT	NET AMOUNT

Cyclops Corporation

Inventory under Contract dated November 21, 1980.

AUDITED

VERIFIED

PLEASE DETACH BEFORE DEPOSITING

McLOUTH STEEL CORPORATION No. 235492 (9-32/720)

DETROIT, MICHIGAN 48209

GENERAL ACCOUNT

TO NATIONAL BANK OF DETROIT
FORT-JUNCTION BRANCH 8

DATE November 21,1980 AMOUNT $18,082.00

PAY TO THE ORDER OF:

CYCLOPS CORPORATION

McLOUTH STEEL CORPORATION

R A Flynn

M. J. Hiematra

AUTHORIZED SIGNATURES

⑈235492⑈ ⑆072000326⑆ 047⑉10⑈

64

AK000948

AK000949

1. No. of additional sheets 8	Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)

2. Debtor(s) (Last Name First) and address(es)	3. Secured Party(ies) and address(es)
New Boston Coke Corporation 300 South Livernois Ave. Detroit, Michigan 48209	Cyclops Corporation 650 Washington Rd. Pittsburgh, Pa. 15228
4. Name and address(es) of assignee(s) (if any)	CHECK ☒ if applicable 5. ☐ Products of collateral are also covered. 6. ☐ Collateral was brought into this state subject to a security interest in another jurisdiction.

7. This financing statement covers the following types (or items) of property:

All equipment, contracts, and other property described in the additional sheets attached hereto, and all present and future accessions, attachments, and accessories thereto and substitutions therefor and proceeds thereof, including amounts payable under any insurance policy

NEW BOSTON COKE CORPORATION

Signature(s) of Debtor(s)

CYCLOPS CORPORATION

by: _____
(Signature of Secured Party or Assignee of Record)

File Copy - Secured Party(ies)

RIEGLE PRESS, FLINT, MICH.

Filed with Michigan Secretary of State

Mailed to: Secretary of State, Michigan
November 24, 1980

AK000950

1. No. of additional sheets 8	Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)
2. Debtor(s) (Last Name First) and address(es) New Boston Coke Corporation 300 South Livernois Ave. Detroit, Michigan 48209	3. Secured Party(ies) and address(es) Cyclops Corporation 650 Washington Rd. Pittsburgh, Pa. 15228		53453 A RECEIVED U.C.C. UNIT 1980 NOV 26 AM 10 19 SECRETARY OF STATE LANSING, MICHIGAN 48918
4. Name and address(es) of assignee(s) (if any)	CHECK ☒ if applicable 5. ☐ Products of collateral are also covered. 6. ☐ Collateral was brought into this state subject to a security interest in another jurisdiction.		

7. This financing statement covers the following types (or items) of property:

All equipment, contracts, and other property described in the additional sheets attached hereto, and all present and future accessions, attachments, and accessories thereto and substitutions therefor and proceeds thereof, including amounts payable under any insurance policy

TERMINATION STATEMENT: This Statement of Termination is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Dated _____ 19 _____ by: _____
(Signature of Secured Party or Assignee of Record. Not Valid until Signed)

Secretary of State Copy - Acknowledgement Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

Filed with: Secretary of State, Michigan
November 26, 1980 10:19 a.m.
#53453 A

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: 8

3. ☐ The debtor is a transmitting utility.

1. Debtor(s)(Last Name First) and Address(es):
New Boston Coke Corporation
300 South Livernois Ave.
Detroit, Michigan 48209

2. Secured Party(ies): Name(s) and Address(es):
Cyclops Corporation
650 Washington Road
Pittsburgh, Pennsylvania 15228

4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:
All equipment, contracts, and other property described in the additional sheets attached hereto, and all present and future accessions, attachments, and accessories thereto and substitutions therefor and proceeds thereof, including amounts payable under any insurance policy.

☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)
[redacted]

7. ☐ The described crops are growing or to be grown on:*
☐ The described goods are or are to be affixed to:*
☐ The timber to be cut or minerals or the like (including oil and gas) is on*
* (Describe Real Estate Below.)

8. Description of realty

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into this state, or ☐ when the debtor's location was changed to this state.

NEW BOSTON COKE CORPORATION

By _____
Signature(s) of Debtor

CYCLOPS CORPORATION

By _____
Signature(s) of Secured Party(ies)

(5) File Copy - Security Party

STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of Ohio

5-SA-1617 (1-79) Filed of Record with Ohio Secretary of State

Mailed to: Secretary of State, Ohio
November 24, 1980

AK000952

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: 8

3. ☐ The debtor is a transmitting utility.

1. Debtor(s)(Last Name First) and Address(es):
New Boston Coke Corporation
300 South Livernois Ave.
Detroit, Michigan 48209

2. Secured Party(ies): Name(s) and Address(es):
Cyclops Corporation
650 Washington Road
Pittsburgh, Pennsylvania 15228

X file

4. For Filing Officer: Date, Time, No. Filing Office
K 33213

5. This Financing Statement covers the following types (or items) of property:
All equipment, contracts, and other property described in the additional sheets attached hereto, and all present and future accessions, attachments, and accessories thereto and substitutions therefor and proceeds thereof, including amounts payable under any insurance policy.

☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)
[redacted]

7. ☐ The described crops are growing or to be grown on:*
☐ The described goods are or are to be affixed to:*
☐ The timber to be cut or minerals or the like (including oil and gas) is on*
* (Describe Real Estate Below.)

8. Description of realty

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into this state, or ☐ when the debtor's location was changed to this state.

NEW BOSTON COKE CORPORATION
By Donald A. Hoekstra President
Signature(s) of Debtor

CYCLOPS CORPORATION
By
Signature(s) of Secured Party(ies)
Vice President

(2) Filing Officer Copy - Acknowledgement

STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of Ohio

5-SA-1617 (1-79)

Filed with: Secretary of State, Ohio
November 26, 1980 8:00 a.m.
#K 33213

AK000953

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: 8

3. ☐ The debtor is a transmitting utility.

1. Debtor(s)(Last Name First) and Address(es):

New Boston Coke Corporation
300 South Livernois Ave.
Detroit, Michigan 48209

2. Secured Party(ies): Name(s) and Address(es):

Cyclops Corporation
650 Washington Road
Pittsburgh, Pennsylvania 15228

4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:

All equipment, contracts, and other property described in the additional sheets attached hereto, and all present and future accessions, attachments, and accessories thereto and substitutions therefor and proceeds thereof, including amounts payable under any insurance policy.

☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)

[redacted]

7. ☐ The described crops are growing or to be grown on:*
☐ The described goods are or are to be affixed to:*
☐ The timber to be cut or minerals or the like (including oil and gas) is on*

* (Describe Real Estate Below.)

8. Description of realty

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

☐ under a security agreement signed by debtor authorizing secured party to file this statement, or

☐ which is proceeds of the original collateral described above in which a security interest was perfected, or

☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:

☐ when the collateral was brought into this state, or ☐ when the debtor's location was changed to this state.

NEW BOSTON COKE CORPORATION

By _____
Signature(s) of Debtor

CYCLOPS CORPORATION

By _____
Signature(s) of Secured Party(ies)

(5) File Copy - Security Party

STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of Ohio

5-SA-1617 (1-79) Filed with Lawrence County Recorder

Mailed to: Recorder
Lawrence County, Ohio
December 9, 1980

AK000954

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: 8

3. ☐ The debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):

New Boston Coke Corporation
300 South Livernois Ave.
Detroit, Michigan 48209

2. Secured Party(ies): Name(s) and Address(es):

Cyclops Corporation
650 Washington Road
Pittsburgh, Pennsylvania
15228

4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:

All equipment, contracts, and other property described in the additional sheets attached hereto, and all present and future accessions, attachments, and accessories thereto and substitutions therefor and proceeds thereof, including amounts payable under any insurance policy.

☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)

~~C.I.T. CORPORATION~~

7. ☐ The described crops are growing or to be grown on:*
☒ The described goods are or are to be affixed to:*
☐ The timber to be cut or minerals or the like (including oil and gas) is on*

* (Describe Real Estate Below.)

8. Description of realty

Premises conveyed to Ironton Coke Corporation by Allied Chemical Corporation by deed dated May 4, 1977 and recorded in the Lawrence County Recorder's Office in Deed Book Volume 438, page 940.

☒ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

Ironton Coke Corporation

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into this state, or ☐ when the debtor's location was changed to this state.

NEW BOSTON COKE CORPORATION

By _____
Signature(s) of Debtor(s)

CYCLOPS CORPORATION

By _____
Signature(s) of Secured Party(ies)

(5) File Copy - Security Party

STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of Ohio

5-SA-1617 (1-79)

Filed with Lawrence County Recorder

Mailed to: Recorder
Lawrence County, Ohio
December 9, 1980

AK000955

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: 8

3. ☐ The debtor is a transmitting utility.

1. Debtor(s)(Last Name First) and Address(es):

New Boston Coke Corporation
300 South Livernois Ave.
Detroit, Michigan 48209

2. Secured Party(ies): Name(s) and Address(es):

Cyclops Corporation
650 Washington Road
Pittsburgh, Pennsylvania 15228

4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:

All equipment, contracts, and other property described in the additional sheets attached hereto, and all present and future accessions, attachments and accessories thereto and substitutions therefor and proceeds thereof, including amounts payable under any insurance policy.

☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)

[redacted]

7. ☐ The described crops are growing or to be grown on:*
☐ The described goods are or are to be affixed to:*
☐ The timber to be cut or minerals or the like (including oil and gas) is on*
* (Describe Real Estate Below.)

8. Description of realty

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into this state, or ☐ when the debtor's location was changed to this state.

NEW BOSTON COKE CORPORATION

By _____
Signature(s) of Debtor

CYCLOPS CORPORATION

By _____
Signature(s) of Secured Party(ies)

(5) File Copy - Security Party

STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of Ohio

5-SA-1617 (1-79)

Filed with Scioto County Recorder

Filed with: Recorder of Deeds
Scioto County, Ohio
November 21, 1980

AK000956

This Exhibit, consisting of eight (8) sheets, is a part of a Financing Statement executed by New Boston Coke Corporation, 300 South Livernois Avenue, Detroit, Michigan 48209 as Debtor and Cyclops Corporation, 650 Washington Road, Pittsburgh, Pennsylvania 15228 as Secured Party.

One (1) Koppers battery of seventy (70) coke ovens and oven machinery, including coal handling, coke preparation and coke handling machinery and equipment, coke by-products plant and integral equipment located at such facilities.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 30984.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 32524.

One (1) General Electric 50/50 locomotive quench engine, Class B, Serial No. 36801.

One (1) Hough front end loader, Model H25, Serial No. 207899.

One (1) Walden front end loader, Model 5000, Serial No. 6144.

Construction-in-progress at the Portsmouth Coke Plant.

Substation No. 3 with one (1) General Electric 12,500 kilo-volt-ampere transformer, 34,500/11,000 kilovolts, Serial No. E691329 and one (1) General Electric 3,750 kilo-volt-ampere transformer, 11,000/2,300 kilovolts, Serial No. B311312.

Substation No. 4 with three (3) General Electric kilo-volt-ampere transformers, each 11,000/2,300 kilovolts, Serial Nos. B530717, B530718 and C864210; one (1) General Electric 300 kilo-volt-ampere transformer, 2,400/480 volts,

AK000957

Serial No. B335516 and one (1) General Electric 940 kilo-volt-ampere transformer, 2,400/222 volts, Serial No. D551746.

Substation No. 6 with one (1) General Electric 1,500 kilo-volt-ampere transformer, 2,400/480 volts, Serial No. E693078 and one (1) General Electric 658 kilo-volt-ampere transformer, 2,400/232 volts, Serial No. D575170.

One (1) Babcock-Wilcox multi-fuel fired boiler, Model PFI, with super heat, economizer and soot blowers, Serial No. 142679.

One (1) Babcock-Wilcox multi-fuel fired boiler, Model PFI, with super heat, economizer and soot blowers, Serial No. 144134.

One (1) Graver water treatment plant, with 250,000 gallon storage tank for treated water.

One (1) Caterpillar front end loader (track type), Model No. 977L, Serial No. 14X1430.

One (1) Ball Bearing power hacksaw, Model No. 6A.

One (1) Armstrong Blum band saw.

One (1) Simmons Machine Tool radial drill.

One (1) Bridgeport grinder, identification no. WO-36UC2.

Miscellaneous machine shop tools purchased by Debtor from Secured Party.

One (1) Lincoln welder, Model No. 250-250, Serial No. AC 309129.

One (1) Lincoln welder, Model No. 250-250, Serial No. AC 234940.

One (1) Miller welder, Model No. SR300, Serial No. D3606.

One (1) Rockwell (Delta Mil) saw, Serial No. MX2-4442.

AK000958

Miscellaneous metal shop tools purchased by Debtor from Secured Party.

One (1) Toledo Beaver Tools pipe machine, Serial No. 702454.

One (1) jib crane, identification no. Clev-A2.

Miscellaneous electric shop tools purchased by Debtor from Secured Party.

One (1) cut-off saw, Model No. 22A, Serial No. 22A160.

Two hundred (200) feet of one-inch (1") cast iron pipe.

Two hundred (200) feet of two-inch (2") cast iron pipe.

Two hundred (200) feet of three-inch (3") cast iron pipe.

Two hundred (200) feet of four-inch (4") cast iron pipe.

Stainless steel and galvanized steel sheets.

Ninety-five (95) gallons of ore bridge paint (fifty (50) gallons of primer and forty-five (45) gallons of finish).

One (1) Morgan crane, 64 ft., -0- in. span.

One (1) drop table.

One (1) Cummins quench engine, Model No. H743B175, Serial No. 601547.

Minor tools.

One (1) Peerless pump, Serial No. 134981.

One (1) Peerless pump, Serial No. 134980.

One (1) American diesel electric locomotive crane, Model No. 840, Serial No. 2661.

AK000959

One (1) American diesel electric locomotive crane, Model No. 840, Serial No. 2029.

One (1) General Electric locomotive engine, Serial No. 31275.

One (1) Fort Acme work boat (Serial No. 1167) with power unit (Evinrude outboard engine, Serial No. 00004802).

One (1) Lincoln portable welder, 400 amperes, Model No. SAM 400-2056, Serial No. 726892.

One (1) Worthington portable air compressor, Model No. 1940, Serial No. 808C-160.

One (1) International backhoe, Model No. 3400D, Serial No. 0658.

One (1) Towmotor forklift, Model No. V60B, Serial No. 83M300.

One (1) Caterpillar front end loader (rubber tires), Model No. 980B, Serial 89P4092.

One (1) Ford pick-up truck, Model No. F100, Serial No. F10BNEA1371.

One (1) Chevrolet mobile welding truck, Model No. C531003, Serial No. CS3301105220, with Lincoln welder, Model No. SAE-400-F-245.

One (1) Ford dump truck, Model 615E, Serial No. F61EVAG2496.

One (1) GMC dumpster, Model No. GMC8500A-478, Serial No. HM80AD066051.

One (1) clamshell bucket for locomotive crane.

One (1) General Electric locomotive engine, Serial No. 31271.

One (1) telescoping gas holder, 145 ft. diameter, height 35 ft. to 180 ft.

Four (4) dump boxes for GMC dumpster.

Fifty (50) pieces of 100 lb. rail, 39 ft. length.

Eighteen (18) pieces of 132 lb. rail, 60 ft. length.

Eight hundred twenty-five (825) pieces of 132 lb. railroad plates.

Two thousand five hundred (2,500) pieces of 100 lb. railroad plates.

Seventy-five (75) pair of 132 lb. railroad angle bars.

Seventy (70) pair of 100 lb. railroad angle bars.

Four hundred twenty-two (422) railroad ties, lengths 8 ft. - 6 in. to 12 ft.

Pathon cylinder for door machine

Cage bars for Williamson hammer mill

Thrash pump for pollution - coke conveyor

Pump rotor for by-products plant

Repair clamps for service water lines

Screw spikes for pushing machine tracks

Compressor parts for exhauster equipment

CONTRACTS OF SALE/PURCHASE -- MATERIALS

1. Agreement, as amended, between Detroit Steel Corporation and Ashland Oil and Refining Company for sale of light oil, dated January 4, 1962.

2. Agreement between Empire-Detroit Steel Division of Cyclops Corporation and Allied Chemical Corporation for sale of crude coke oven tar, dated October 11, 1979.

3. Purchase orders for undelivered items set forth below:

AK000961

Winton cage bars for Williamson Hammer mill (Purchase Order No. 81499, dated April 3, 1980)	$4,632
Harbison-Walker coke oven brick for oven doors (Purchase Order No. 81593, dated May 1, 1980)	12,353
Koppers links and clevis for door machine (Purchase Order No. 81761, dated August 4, 1980)	1,207
Koppers bushings and clevis for larry car jumper pipe (Purchase Order No. 81762, dated August 4, 1980)	1,024
Koppers jumper pipe assembly for larry car (Purchase Order No. 81779, dated September 8, 1980)	3,470
Total	$22,686

CONTRACTS FOR UTILITY SERVICE

1. Agreements between Empire-Detroit Steel Division of Cyclops Corporation and Ohio Power Company for provision of electrical power to substations Nos. 2 and 3 (for less than one year from May 30, 1980), undated.

2. Agreement between Empire-Detroit Steel Division of Cyclops Corporation and Columbia Gas of Ohio, Inc., for provision of natural gas service, dated October 28, 1975.

3. Agreement between Detroit Steel Corporation and The City of Portsmouth, Ohio for provision of water service, dated July 1, 1970.

PERMITS AND LICENSES

Environmental

1. Permits issued by Ohio Environmental Protection Agency for the Empire-Detroit Steel Division of Detroit Steel Corporation/Cyclops Corporation to operate air contaminant sources;

AK000962

a. coke ovens/by-products, Application No. 0773010004P01, issued December 22, 1978, expiring December 22, 1981;

b. boiler No. 1 (Babcock-Wilcox) at boiler house No. 7, Application No. 0773010004B008, issued June 6, 1980, expiring June 6, 1983;

c. boiler No. 2 (Babcock-Wilcox) at boiler house No. 7, Application No. 0773010004B009, issued June 6, 1980, expiring June 6, 1983;

2. Permits issued by Ohio Environmental Protection Agency for Empire-Detroit Steel Division of Cyclops Corporation, No. D012*AD (amended to No. D012*BD) for discharges through Outfall Nos. 001, 002, 003 and 004.

Atomic Materials

1. Materials License No. 34-10533-01 issued January 23, 1979, by the United States Nuclear Regulatory Commission to Empire-Detroit Steel Division of Cyclops Corporation for use of Cesium 137 in coke oven machinery interlocking device, expiring July 31, 1984.

EASEMENTS AND RIGHTS-OF-WAY

1. Easement from The City of Portsmouth, Ohio to Empire-Detroit Steel Division of Cyclops Corporation to construct a tar loading facility, dated July 26, 1976.

2. Agreement between Detroit Steel Corporation and The Baltimore and Ohio Railroad Company for description of common boundary line, quitclaim conveyance of certain premises to the railroad, a reservation of rights regarding an underpass and drain, electric power lines and other lines, a 20-inch water main and valve pits, pit containing valves, screens and other facilities, the "Old Munn's Run Culvert" and a water main, and other facilities, dated November 9, 1964.

3. Easements reserved and retained by Cyclops Corporation in deed to New Boston Coke Corporation, dated of even date with the Purchase Agreement in

AK000963

connection with the sale by Secured Party to Debtor of certain property commonly known as the Portsmouth Coke Plant, the descriptions of which easements are set forth on Exhibit M to the Purchase Agreement.

Radio Transmitters

1. Authorization of Federal Communications Commission (File No. 13713-1X-57) to Empire-Detroit Steel Division of Cyclops Corporation to operate radio transmitter in mobile units, expiring July 1 1982 (for frequency 153.155).

2. Authorization of Federal Communications Commission (File No. 2684-1B-108) to Empire-Detroit Steel Division of Cyclops Corporation to operate radio transmitters in mobile units, expiring November 15, 1982 (for frequencies 468.2125, 468.3135 and 468.3625).

LEASES

1. Lease from The City of Portsmouth, Ohio to Empire-Detroit Steel Division of Cyclops Corporation for .368 acres near municipal water filtration plant, dated December 29, 1971.

2. Sublease from Empire-Detroit Steel Division of Cyclops Corporation to The Baltimore and Ohio Railway Company of 29 sq. ft. near municipal water filtration plant, dated October 31, 1971.

SETTLEMENT AGREEMENTS

1. Stipulation and Settlement Agreement in Marshall v. Empire-Detroit Steel Corporation., (approved by order dated February 21, 1980), at Docket No. 78-3789 of the Occupational Safety and Health Review Commission for, among other things, electrical wiring in coal handling building.

AK000964

1. No. of additional sheets 0	Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)

2. Debtor(s) (Last Name First) and address(es)
McLouth Steel Corporation
300 South Livernois Avenue
Detroit, Michigan 48209

3. Secured Party(ies) and address(es)
Cyclops Corporation
650 Washington Road
Pittsburgh, Pa. 15228

4. Name and address(es) of assignee(s) (if any)

CHECK ☒ if applicable

5. ☐ Products of collateral are also covered.
6. ☐ Collateral was brought into this state subject to a security interest in another jurisdiction.

7. This financing statement covers the following types (or items) of property:

blast furnace coke inventory and proceeds thereof

McLOUTH STEEL CORPORATION

Signature(s) of Debtor(s)

CYCLOPS CORPORATION

by: _____
(Signature of Secured Party or Assignee of Record)

File Copy - Secured Party(ies)

Filed with Michigan Secretary of State

RIEDLE PRESS, FLINT, MICH.

Mailed to: Secretary of State, Michigan
November 24, 1980

AK000966

1. No. of additional sheets 0	Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)
2. Debtor(s) (Last Name First) and address(es) McLouth Steel Corporation 300 South Livernois Avenue Detroit, Michigan 48209	3. Secured Party(ies) and address(es) Cyclops Corporation 650 Washington Road Pittsburgh, Pa. 15228		#53452 A RECEIVED U.C.C. UNIT 1980 NOV 26 AM 10 18 SECRETARY OF STATE LANSING, MICHIGAN 48918
4. Name and address(es) of assignee(s) (if any)	CHECK ☒ if applicable 5. ☐ Products of collateral are also covered. 6. ☐ Collateral was brought into this state subject to a security interest in another jurisdiction.		

7. This financing statement covers the following types (or items) of property:

blast furnace coke inventory and proceeds thereof

TERMINATION STATEMENT: This Statement of Termination is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Dated _____ 19 _____ by: _____
(Signature of Secured Party or Assignee of Record. Not Valid until Signed)

Secretary of State Copy - Acknowledgement Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

Filed with: Secretary of State, Michigan
November 26, 1980 10:18 a.m.
#53452 A

AK000967

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: 0

3. ☐ The debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):
McLouth Steel Corporation
300 South Livernois Avenue
Detroit, Michigan 48209

2. Secured Party(ies): Name(s) and Address(es):
Cyclops Corporation
650 Washington Road
Pittsburgh, Pennsylvania 15228

4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:

blast furnace coke inventory and proceeds thereof

☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)
[redacted]

7. ☐ The described crops are growing or to be grown on:
☐ The described goods are or are to be affixed to:*
☐ The timber to be cut or minerals or the like (including oil and gas) is on*
* (Describe Real Estate Below.)

8. Description of realty

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into this state, or ☐ when the debtor's location was changed to this state.

McLouth Steel Corp.

By _____
Signature(s) of Debtor

CYCLOPS CORPORATION

By _____
Signature(s) of Secured Party(ies)

(5) File Copy - Security Party

STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of Ohio

5-SA-1617 (1-79) Filed of Record with Ohio Secty of State

Mailed to: Secretary of State, Ohio
November 24, 1980

AK000968

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: 0

3. ☐ The debtor is a transmitting utility.

1. Debtor(s)(Last Name First) and Address(es):
McLouth Steel Corporation
300 South Livernois Avenue
Detroit, Michigan 48209

2. Secured Party(ies): Name(s) and Address(es):
Cyclops Corporation
650 Washington Road
Pittsburgh, Pennsylvania 15228

4. For Filing Officer: Date, Time, No. Filing Office
K 33212

5. This Financing Statement covers the following types (or items) of property:

blast furnace coke inventory and proceeds thereof

☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)
SEC OF STATE, OHIO
[redacted]
NOV 8

7. ☐ The described crops are growing or to be grown on:*
☐ The described goods are or are to be affixed to
☐ The timber to be cut or minerals or the like (including oil and gas) is on
* (Describe Real Estate Below.)

8. Description of realty ☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

ANTHONY J. CELEBREZZE
SECRETARY OF STATE
80 NOV 26

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into this state, or ☐ when the debtor's location was changed to this state.

McLouth Steel Corp
By Donald A. Wachter
Signature(s) of Debtor Vice Pres

CYCLOPS CORPORATION
By
Signature(s) of Secured Party(ies)
Vice President

(2) Filing Officer Copy - Acknowledgement

STANDARD FORM - FORM UCC-1 – Approved by Secretary of State of Ohio

5-SA-1617 (1-79)

Filed with: Secretary of State, Ohio
November 26, 1980 8:00 a.m.
#K 33212

AK000969

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: 0

3. ☐ The debtor is a transmitting utility.

1. Debtor(s)(Last Name First) and Address(es):
McLouth Steel Corporation
300 South Liverasis Avenue
Detroit, Michigan 48209

2. Secured Party(ies): Name(s) and Address(es):
Cyclops Corporation
650 Washington Road
Pittsburgh, Pennsylvania 15228

4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:

blast furnace coke inventory and proceeds thereof

☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)

[redacted]

7. ☐ The described crops are growing or to be grown on:*
☐ The described goods are or are to be affixed to:*
☐ The timber to be cut or minerals or the like (including oil and gas) is on*
* (Describe Real Estate Below.)

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☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into this state, or ☐ when the debtor's location was changed to this state.

McLOUTH STEEL CORPORATION

By _____
Signature(s) of Debtor(s)

CYCLOPS CORPORATION

By _____
Signature(s) of Secured Party(ies)

(5) File Copy - Security Party

STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of Ohio

5-SA-1617 (1-79)

Filed with Hamilton County Recorder

Mailed to: Recorder of Deeds
Hamilton County, Ohio
November 24, 1980

AK000970

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: 0

3. ☐ The debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):
McLouth Steel Corporation
300 South Livernois Avenue
Detroit, Michigan 48209

2. Secured Party(ies): Name(s) and Address(es):
Cyclops Corporation
650 Washington Road
Pittsburgh, Pennsylvania 15228

4. For Filing Officer: Date, Time, No. Filing Office

FILED
NOV 26 2 58 PM '80
FEE $ ... E. HELD
HAMILTON COUNTY, OHIO
SECRETARY OF STATE
P15692

5. This Financing Statement covers the following types (or items) of property:

blast furnace coke inventory and proceeds thereof

☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)
[redacted]

7. ☐ The described crops are growing or to be grown on:*
☐ The described goods are or are to be affixed to:*
☐ The timber to be cut or minerals or the like (including oil and gas) is on*
* (Describe Real Estate Below.)

8. Description of realty

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into this state, or ☐ when the debtor's location was changed to this state.

McLOUTH STEEL CORPORATION
By Donald A. Woehlen
Signature(s) of Debtor Vice President

CYCLOPS CORPORATION
By [signature]
Signature(s) of Secured Party(ies) Vice President

(2) Filing Officer Copy - Acknowledgement

STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of Ohio

5-SA-1617 (1-79)

Filed with: Recorder of Deeds
Hamilton County, Ohio
November 26, 1980 12:58 p.m.
#P 15692

AK000971

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: 0

3. ☐ The debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):
McLouth Steel Corporation
300 South Livernois Avenue
Detroit, Michigan 48209

2. Secured Party(ies): Name(s) and Address(es):
Cyclops Corporation
650 Washington Road
Pittsburgh, Pennsylvania 15228

4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:

blast furnace coke inventory and proceeds thereof

☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)
[redacted]
C.I.T. CORPORATION

7. ☐ The described crops are growing or to be grown on:*
☐ The described goods are or are to be affixed to:*
☐ The timber to be cut or minerals or the like (including oil and gas) is on*
* (Describe Real Estate Below.)

8. Description of realty

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into this state, or ☐ when the debtor's location was changed to this state.

McLOUTH STEEL CORPORATION
By _____
Signature(s) of Debtor(s)

CYCLOPS CORPORATION
By _____
Signature(s) of Secured Party(ies)

(5) File Copy - Security Party

STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of Ohio

5-SA-1617 (1-79)

Filed with Scioto County Recorder

Filed with: Recorder of Deeds
Scioto County, Ohio
November 21, 1980

AK000972

CYCLOPS CORPORATION

850 WASHINGTON ROAD, PITTSBURGH, PENNSYLVANIA 15228

ROBERT J. TATE
ASSISTANT SECRETARY

November 5, 1980

Mr. Donald E. Lochhead
President
New Boston Coke Corporation
c/o McLouth Steel Corporation
300 South Livernois Avenue
Detroit, Michigan 48209

Dear Mr. Lochhead:

By this letter I would like to record the arrangement reached between Empire-Detroit Steel Division of Cyclops Corporation and New Boston Coke Corporation concerning the removal from various locations at our Portsmouth-New Boston, Ohio steel mill and coke plant of coke owned by Island Creek Coal Sales Company, some of which locations will be conveyed by deed to New Boston Coke. It is estimated that this coke amounts to 68,249.56 net tons.

Cyclops will arrange separately with independent contractors or with New Boston Coke for the coke to be loaded at its present locations onto railroad cars. Thereafter, upon request by Cyclops at any time and from time to time prior to the removal of all of the coke, New Boston Coke will promptly provide a properly manned locomotive rail engine at the location(s) specified by Cyclops to pull loaded railroad cars to the outbound railroad track(s) indicated by Cyclops where such cars can be connected by customary means to the locomotive rail engines of the railroad involved in the common carriage of such coke.

Cyclops will reimburse New Boston Coke for the reasonable costs of the assistance rendered pursuant to our arrangement as described herein. These costs will be computed by multiplying the operating costs of the locomotive engine involved by the actual time spent in rendering such assistance.

If this letter correctly describes our arrangement, please signify your company's agreement thereto at the foot of this letter.

Very truly yours,

Robert J. [illegible]

RJT:gh

ACCEPTED AND AGREED:

NEW BOSTON COKE CORPORATION

By Donald E. Lochhead

Title President

Date November 21, 1980

NEW BOSTON COKE CORPORATION
300 South Livernois Avenue
Detroit, Michigan 48209

November 21, 1980

Cyclops Corporation
650 Washington Road
Pittsburgh, Pennsylvania 15228
Attention: Robert A. Kushner
Vice President and
General Counsel

Island Creek Coal Sales Company
2355 Harrodsburg Road
P.O. Box 11430
Lexington, Kentucky 40575
Attention: _____

Gentlemen:

In connection with the purchase by New Boston Coke Corporation ("New Boston") of the facilities commonly known as the Portsmouth Coke Plant from Cyclops Corporation ("Cyclops") you have advised us that there are approximately 68,000 tons of coke ("Coke") in Scioto County, Ohio, some portions of which are presently located on the premises at the Portsmouth Coke Plant, which Coke is owned by Island Creek Coal Sales Company ("Island Creek"). Such portions are designated upon the map attached hereto as Exhibit No. 1

New Boston agrees that Island Creek may continue to store the Coke upon New Boston's premises for a period not to exceed eighteen months from the date hereof, free of charge by New Boston, provided:

1. New Boston shall have no responsibility for loss of or damage to the Coke.

2. New Boston shall have no responsibility to insure the Coke against loss, damage or destruction.

3. New Boston shall have no responsibility for the security of the Coke.

4. New Boston shall have no responsibility for the payment of any taxes, assessments or other public or private charges levied or assessed against the Coke, Cyclops or Island Creek.

New Boston agrees that Island Creek and its agents may, at reasonable times and upon reasonable notice to New Boston, enter the Portsmouth Coke Plant for the purpose of loading the Coke into railcars and trucks so that such Coke can be removed from the Portsmouth Coke Plant. Such entry, loading and removal, however, shall be accomplished in a manner which shall not interfere unreasonably with New Boston's operation of the Portsmouth Coke Plant.

If you agree to the foregoing, please so indicate in the spaces provided hereinbelow.

Very truly yours,

NEW BOSTON COKE CORPORATION

By: /s/ Donald A. Lochhead
President

AGREED:
CYCLOPS CORPORATION

By: /s/ Robert A. Kushner
Vice President
ISLAND CREEK COAL SALES COMPANY

By: _____

AK000978

Pittsburgh Press 11/26/80

Sale Of Mill Completed, Cyclops Says

Cyclops Corp. said it has closed the $27 million sale of its Portsmouth, Ohio, plant to two corporations.

McLouth Steel Corp. of Detroit bought the coke facilities and coke inventory and plans to operate the 70-oven coke battery, Cyclops said.

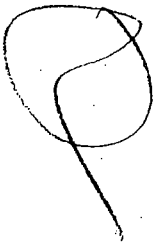
American Buckeye Development Corp. of New Boston, Ohio, purchased the remaining land and buildings. American Buckeye plans to use the property for the development of a coal desulfurization facility.

Cyclops said it will sell the remaining steel mill equipment.

The $27 million will be paid in cash, secured debt and assumption of certain liabilities, Cyclops said. Further details of the sale were not disclosed.

The estimated financial impact of the plant's closing was taken as a nonrecurring charge against 1979 earnings and no further earnings effect is expected, Cyclops said.

Copied 11/26/80 by HWD for
WHKnoell DEMitchell
WDDickey RAKushner



AK000979

Draft 05/04/83

DRAFT

OUTLINE

TARGETED AREA INVESTMENT PROGRAM

RIVER PORT & INDUSTRIAL ZONE
NEW BOSTON, OHIO

INTERNAL USE ONLY

PURPOSE

Develop and establish a regional center consisting of a river port and industrial zone complex on the former Empire-Detroit Steel (EDS) site in New Boston, Ohio.

The course of action would take the opportunities that the public sector now has available and create a foundation from which they can build-- a co-development process with the necessary private sector actors, requiring specific commitment and incentives. The goal is to speed up the tradional development process of acquisition, development and construction.

OBJECTIVES

- Provide special development opportunities to business and industry within the Village of New Boston; and
- Provide permanent employment opportunities throughout Scioto County and its adjoining neighbors in OHIO SOUTHLAND.

PERSPECTIVE

New Boston, representing the community as a whole, is entitled to support and assist in recycling the vacant EDS steel mill site into income producing property with significant employment opportunities.

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In 1980, through special federal assistance and grants loaned to a private developer, Cyclops, the owner of the EDS property, received $2 million towards an acquisition price of $13,000,000. The private developer also received $1 million in loans during 1981 and 1982, to cover the predevelopment costs of marketing and holding the facilities. SEDC, a local nonprofit development corporation shielded the public sector--local, state and federal--from the liabilities and risks associated with the project.

In April, 1982, Cyclops forclosed on the private developer, and repurchased the facilities in June 1982 for $7 million. The private developer was unable to finalize the project's long-term financing because of various reasons, including the depressed international coal market, the delays in developing a national synfuels industry, and the length and depth of the national recession.

THE SITE

The project site and facilities, with 1.43 million square feet of space under roof, includes:

	Description	Acreage	Owner
A.	River Terminal	18.84	Lohman-Wiles
B.	Vacant Steel Mill	147.71	Cyclops
		166.55	

In 1980, Cyclops sold the adjoining coke plant to New Boston Coke Corporation for an estimated $7 million. In late 1982, a federal

AK000981

Bankruptcy Judge reduced the acquisition price to an estimated $2 million. These facilities include:

Coke Plant	20.45 acres
Coal Storage	18.0 acres
Boiler House	2.39 acres

In 1983, Cyclops sold the three story office building of 5,750 square feet (on .78 acres) to local investors for an estimated $70,000.

STRATEGY

To be practical, New Boston is the only one capable of pulling all the actors together in a comprehensive effort to develop the vacant site to its highest and best use, an industrial zone and river port with over 166 acres of level developed land served by two railways, the C&O and N&W, and existing river port facilities.

New Boston proposes to assemble control of the sites -- not ownership -- and offer the parcels as a united site under the responsible governmental body at the site. New Boston has no money up front, but has the incentives and the capacity to make the project workable for everybody.

There is no immediate gain to anyone at this point, but this effort by New Boston will preserve things when everyone is frustrated. offering concentrated action by the public and private sector actors.

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ACTIONS

New Boston, in consultation with the private sector actors, is considering several alternatives to assemble control of the project site. Meaningful negotiations are also in process with private investors and end users with the resources to develop the site. Working papers are being prepared for the following necessary activities:

- Physical Site
- Capital Formation
- Site Management
- Legal Agreements
- Public Information

Everyone concerned recognizes that tax incentives alone will not work or be competitive. The consideration of the risks of no action and the risk of actions will require a professional and intelligent approach in risk management.

New Boston would develop an investment strategy, with the present owners and lenders participating in ownership rights traditionally reserved for equity investors.

These participation arrangements, or "equity kickers", could include a share of the total revenues collected, the cash flow after payment of operating expenses and debt service, or the revenues or operating income above a certain threshold. The shares of revenue or income may also escalate over time.

AK000983

Following this, New Boston would nationally market the project site and facilities as one assembled parcel, advising all previous interested parties of these positive changes, and with targeted efforts to Tri-State investors and businesses.

To the current actors, the risk is the probability of losing their equity. To offset this risk, the proposed "joint venture" can offer incentives appropriate to the situation. The "co-development" team can offer several types of resources and assistance to address the current obstacles and ultimately ensure the feasibility of the project.

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DEED

KNOW ALL MEN BY THESE PRESENTS THAT, Cyclops Corporation, a Delaware corporation, (f.k.a. M.S.L. Acquisition Corporation, by change of corporate name, now Cyclops Corporation) whose address is 650 Washington Road, Pittsburgh, Pennsylvania 15228 (the Grantor), who claims title by or through an instrument recorded in Scioto County, Ohio, Deed Volume 798 at Page 422, et seq., in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged of King River Limited, Inc., whose address is Post Office Box 3188, New Boston, Ohio 45662 (the Grantee), does hereby grant, with general warranty covenants, to the said Grantee, the following described real estate, situated in the Village of New Boston, Scioto County, Ohio, to-wit:

Situate in Sections 11 and 12, Township 1 North, Range 21 West, Village of New Boston, Scioto County, Ohio, and being the remainder of Tract Number 1 (129.058 acres) and Tract Number 2 (0.338 acres) in a deed from John Knauff, Sheriff (American Buckeye Development Company) to Cyclops Corporation dated June 8, 1982, and recorded in Volume 753, Page 501 of the Scioto County Deed Records, and being more particularly bounded and described as follows:

Beginning at the intersection of the Southerly right-of-way line of Grace Street and the Easterly right-of-way line of West Avenue,

thence, along said right-of-way line of West Avenue, North 22° 57' 57" West (North 22° 53' 23" West by deed), a distance of 16.41 feet to a railroad spike (found June 16, 1986),

thence, parallel with said right-of-way line of Grace Street and 16.00 feet therefrom at right angles, North 54° 11' 17" East, a distance of 1,960.73 feet (North 54° 12' 19" East, 1,960.58 feet by deed) to a railroad spike (set July 11, 1986) on the Easterly right-of-way line of Vine Street,

thence, along said right-of-way line of Vine Street, North 37° 54' 35" West (North 37° 53' 35" West by deed), a distance of 149.24 feet to an iron pin (found June 16, 1986) at a corner to a 0.534 acre tract conveyed from Cyclops Corporation to Village of New Boston as recorded in Volume 223, Page 756 of the Scioto County Deed Records,

thence, along the lines of said 0.534 acre tract with the following four calls;

1) North 52° 07' 14" East (North 52° 08' 15" East by deed), a distance of 76.00 feet to a railroad spike (set July 11, 1986),

2) South 37° 54' 35" East (South 37° 53' 35" East by deed), a distance of 48.00 feet to a "x" chiseled in concrete (to be set),

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3) North 52° 07' 14" East (North 52° 08' 15" East by deed), a distance of 320.00 feet to an iron pin (set July 11, 1986),

4) North 37° 54' 35" West (North 37° 53' 35" West by deed), a distance of 68.00 feet to an iron pin (set July 11, 1986) on the Southerly right-of-way line of a seventeen foot wide alley,

thence, along said right-of-way line of the alley, North 52° 07' 14" East, a distance of 221.05 feet (North 52° 08' 15" East, 221.00 feet by deed) to an iron pin (found June 16, 1986) on the East line of Lot 297 (extended) in Yorktown Addition to the Village of New Boston as shown on the plat of said addition as recorded in Volume 2, Page 55 of the Scioto County Plat Records,

thence, along said East line of Lot 297, North 37° 49' 39" West (North 37° 49' 24" West by deed), a distance of 142.25 feet to an iron pin (set July 11, 1986) on the Southerly right-of-way line of Stanton Avenue (now partially vacated), and also being the Northeast Corner of Lot 297 in said Yorktown Addition,

thence, along said right-of-way line of Stanton Avenue, North 52° 12' 32" East, a distance of 620.22 feet (North 52° 12' 05" East, 620.00 feet by deed) to an iron pin (set July 11, 1986) on the East line of Lot 341 (extended) in the aforementioned Yorktown Addition,

thence, along said East line of Lot 341, North 37° 45' 32" West (North 37° 45' 18" West by deed), a distance of 183.92 feet to an iron pin (found June 16, 1986) on the Southerly right-of-way line of a seventeen foot wide alley, and also being the Northeast corner of Lot 341,

thence, along said right-of-way line of the alley, North 52° 03' 42" East, a distance of 313.11 feet (North 52° 03' 15" East, 313.00 feet by deed) to a corner fence post on the property line between Cyclops Corporation and Ohio Power Company,

thence, along the property line between Cyclops Corporation and Ohio Power Company with the following five calls:

1) South 50° 01' 57" East, a distance of 645.85 feet (South 50° 01' 30" East, 645.79 feet by deed) to a concrete monument (found June 16, 1986),

2) South 89° 02' 27" East, a distance of 689.85 feet (South 89° 02' 19" East, 689.76 feet by deed) to a railroad spike (set July 11, 1986),

3) North 72° 28' 26" East, a distance of 151.76 feet (North 72° 28' 24" East, 151.74 feet by deed) to a railroad spike (set July 11, 1986),

4) North 53° 59' 19" East, a distance of 233.04 feet (North 53° 59' 07" East, 233.00 feet by deed to a concrete monument found June 16, 1986),

5) North 32° 03' 24" East, a distance of 376.42 feet (North 32° 03' 03" East, 376.38 feet by deed) to an iron pin (to be set) at a common corner to Cyclops Corporation, Ohio Power Company, and the Village of New Boston,

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thence, along the property line between Cyclops Corporation and the Village of New Boston with the following four calls;

1) North 1° 10' 24" East (North 1° 10' 05" East by deed), a distance of 70.00 feet to an iron pin (to be set),

2) South 88° 45' 48" East, a distance of 258.00 feet (South 88° 45' 40" East, 257.97 by deed), to a railroad spike (set July 11, 1986),

3) North 0° 25' 11" East (North 0° 24' 48" East by deed), a distance of 64.04 feet to a railroad spike (set July 11, 1986),

4) North 24° 32' 07" West (North 24° 28' 16" West by Deed), a distance of 49.50 feet to an iron pin (found June 16, 1986) at the Northwest corner of Lot 48 in Lakeside Addition to the Village of New Boston as shown on the plat of said addition recorded in Volume 2A, Page 133 of the Scioto County Plat Records,

thence, North 24° 32' 07" West, a distance of 33.70 feet (North 24° 28' 16" West, 33.57 feet by deed) to an iron pin (found June 16, 1986) on the Southerly right-of-way line of United States Route 52 (Rhodes Avenue), and passing an iron pin (found June 16. 1986) at 18.29 feet,

thence, along the right-of-way of said United States Route 52 with the following three calls;

1) North 62° 45' 37" East, a distance of 14.81 feet (North 62° 48' 21" East, 14.87 feet by deed) to an iron pin (found June 16, 1986),

2) North 79° 55' 06" East, a distance of 198.90 feet (North 79° 54' 27" East, 198.59 feet by deed) to an iron pin (found June 16, 1986),

3) South 52° 15' 45" East, a distance of 37.05 feet (North 52° 06' 58" East, 36.84 feet by deed) to an iron pin (found June 16, 1986) on the Westerly right-of-way line of Taylor Avenue,

thence, along said right-of-way line of Taylor Avenue, South 0° 40' 54" East, a distance of 67.36 feet (South 0° 51' 02" East, 67.37 feet by deed) to an iron pin (found June 16, 1986), and passing an iron pin (found June 16, 1986) at 51.30 feet,

thence, continuing along said right-of-way line of Taylor Avenue, South 0° 40' 54" East (South 0° 51' 02" East by deed), a distance of 26.00 feet to an iron pin (found June 16, 1986) on the North line of a 0.037 acre portion of Taylor Avenue vacated by Ordinance 2819, dated November 6, 1980, and recorded in Volume 739, Page 349 of the Scioto County Deed Records,

thence, along said North line and North line extended of vacated Taylor Avenue, North 89° 19' 06" East (North 89° 08' 58" East by Deed), a distance of 50.00 feet to a railroad spike (set July 11, 1986) on the West line of Lot 127 in Idlewild Addition to the Village of New Boston as shown on the plat of said addition recorded in Volume 2A, Page 179 of the Scioto County Plat Records,

thence, along said West line of Lot 127, South 0° 40' 54" East (South 0° 51' 02" East by deed), a distance

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of 24.91 feet to an iron pin (set July 11, 1986) at the Southwest corner of Lot 127,

thence, along the South line of Lots 127 and 120 in said addition, North 83° 57' 48" East, a distance of 203.84 feet (North 84° 02' 58" East, 203.39 feet by deed) to an iron pin (set July 11, 1986) at the Southeast corner of Lot 120,

thence, along the East line of Lots 120 and 121 in said addition, North 6° 02' 12" West (North 5° 57' 02" West by deed), a distance of 59.54 feet to an iron pin (set July 11, 1986),

thence, North 83° 52' 44" East, a distance of 154.01 feet (North 83° 53' 40" East, 154.03 feet by deed) to a railroad spike (set July 11, 1986),

thence, North 6° 03' 12" West, a distance of 59.80 feet (North 6° 02' 16" West, 60.05 feet by deed) to an iron pin (found June 16, 1986) on the aforementioned Southerly right-of-way line of United States Route 52,

thence, along said right-of-way line of United States Route 52 with the following eight calls;

1) North 84° 01' 50" East (North 84° 02' 58" East by deed), a distance of 623.97 feet,

2) with the arc of a curve to the right having a radius of 11,421.99 feet and a delta angle of 1° 40' 00", (long chord bears North 84° 50' 39" East (North 84° 51' 46" East by deed), 332.24 feet) to an iron pin (found June 16, 1986),

3) North 85° 37' 44" East (North 85° 36' 42" East by deed), a distance of 115.30 feet,

4) North 85° 42' 48" East, a distance of 205.99 feet (North 85° 41' 46" East, 205.98 feet by deed) to an iron pin (found June 16, 1986),

5) North 85° 10' 32" East, a distance of 207.76 feet (North 85° 10' 54" East, 207.69 feet by deed) to a concrete monument (found June 16, 1986),

6) South 69° 31' 53" East, a distance of 40.69 feet (South 69° 32' 43" East, 40.61 feet by deed) to a railroad spike (found June 16, 1986),

7) South 18° 14' 25" East, a distance of 99.66 feet (South 18° 26' 22" East, 99.55 feet by deed),

8) North 78° 43' 14" East, a distance of 18.92 feet (North 78° 40' 51" East, 18.89 feet by deed) to a railroad spike (set July 11, 1986) on the Easterly right-of-way line of River Avenue, also being the Corporation Line between the Village of New Boston and the City of Portsmouth,

thence, along said right-of-way line of River Avenue and Corporation Line, South 10° 09' 13" East, a distance of 103.56 feet (South 10° 21' 20" East, 103.40 feet by deed) to a railroad spike (set July 11, 1986), at a corner to a 22.787 acre tract conveyed from Cyclops Corporation to New Boston Coke Corporation, dated November 21, 1980, and recorded in Volume 739, Page 750 of the Scioto County Deed Records,

AK000988

thence, along the lines of said 22.787 acre tract with the following six calls;

1) North 85° 18' 09" West, a distance of 69.04 feet (North 85° 21' 20' West, 69.00 feet by deed) to an iron pin (set July 11, 1986),

2) South 88° 41' 23" West, a distance of 123.11 feet (South 88° 38' 40" West, 123.00 feet by deed) to an iron pin (found June 16, 1986),

3) South 85° 46' 48" West, a distance of 62.78 feet (South 85° 46' 51" West, 62.79 feet by deed) to an iron pin (to be set),

4) South 10° 10' 31" East (South 10° 10' 06" East by deed), a distance of 205.47 feet to an iron pin (set July 11, 1986),

5) South 69° 46' 59" West, a distance of 2,224.86 feet (South 69° 47' 12" West, 2,225.25 feet by deed) to a concrete monument (found June 16, 1986),

6) South 20° 28' 10" East, a distance of 383.04 feet (South 20° 25' 55" East, 382.91 feet by deed) to an iron pin (set July 11, 1986) on the Northerly right-of-way line of the Baltimore and Ohio railroad,

thence, along said right-of-way line of the railroad with the following five calls as agreed upon in an agreement between the Baltimore and Ohio Railroad and Detroit Steel Corporation, dated November 9, 1964, and recorded in Volume 4, Page 611 of the Scioto County Agreement Records;

1) South 69° 31' 50" West, a distance of 1,508.05 feet (South 69° 34' 05" West, 1,507.54 feet by deed) to an iron pin (found June 16, 1986),

2) South 70° 05' 10" West, a distance of 674.43 feet (South 70° 05' 43" West, 674.35 feet by deed) to an iron pin (found June 16, 1986),

3) South 70° 00' 09" West (South 69° 59' 35" West by deed), a distance of 26.00 feet,

4) South 69° 59' 51" West, a distance of 798.43 feet, (South 69° 59' 19" West, 798.42 feet by deed),

5) South 64° 19' 19" West (South 64° 18' 46" West by deed), a distance of 73.99 feet to the existing Northerly right-of-way line of the Baltimore and Ohio railroad,

thence, along said existing right-of-way line of the railroad with the following four calls;

1) South 68° 39' 11" West (South 68° 38' 38" West by deed), a distance of 220.41 feet,

2) South 69° 26' 10" West (South 69° 25' 37" West by deed), a distance of 410.50 feet to an iron pin (found June 16, 1986),

3) South 69° 44' 16" West, a distance of 233.35 feet, (South 69° 43' 08" West 233.33 feet by deed),

4) South 70° 01' 45" West, a distance of 758.77 feet (South 70° 00' 37" West, 758.71 feet by

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deed) to an iron pin (set July 11, 1986) on the aforementioned Easterly right-of-way line of West Avenue.

thence, along said right-of-way line of West Avenue, North 22° 57' 57" West (North 22° 53' 23" West by deed), a distance of 212.41 feet to the ORIGINAL PLACE OF BEGINNING, and passing an iron pin (found June 16, 1986) at 13.23 feet, and containing 131.240 acres, more or less.

Excepting from the above described premises a 2.378 acre tract, being Tract Number Three in a deed from Cyclops Corporation to New Boston Coke Corporation dated November 21, 1980, and recorded in Volume 739, Page 750, of the Scioto County Deed Records, leaving after said exception 128.862 acres, more or less, and subject to all legal easements or rights-of-way.

UNDER AND SUBJECT TO ALL MATTERS OF RECORD

Prior Reference: Volume 798, Page 722

TO HAVE AND TO HOLD the same with all the privileges, improvements and appurtenances thereto belonging to the said Grantee, its successors and assigns, forever.

No warranties are made as to the physical or environmental condition of the real estate described in this Deed, except as set forth in that certain agreement known as the Second Addendum to Agreement between Grantor and Grantee dated October 13, 1987.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed by its duly authorized officers this 13th day of October, 1987.

Signed in the Presence of:

Joseph W. Hungate

Joseph W. Hungate

Karen H. Fatmy chuk

CYCLOPS CORPORATION,
a Delaware corporation

By W. D. Dickey
Its Authorized Representative
William D. Dickey

By
Its Authorized Representative
Robert A. Kushner

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named William D. Dickey and Robert A. Kushner, who are Senior Vice President and Vice President and Secretary, respectively, of Cyclops Corporation, a Delaware corporation, the above named Grantor, who being duly authorized, acknowledged that they did sign the foregoing instrument in the name of and on behalf of said Grantor for the purposes and uses aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of October, 1987.

Karen H. Fatmy chuk
Notary Public
My Commission Expires:

This Instrument Prepared By:

McCURDY, JOHNSON, RUGGIERO,
McKENZIE & BENDER
By: C. Clayton Johnson
300 Bank One Plaza
Post Office Box 1505
Portsmouth, Ohio 45662

AK000990

VOL 801 PAGE 552

This Conveyance has been examined and the [illegible] or has complied with section 319.[illegible] of the Revised Code.

FEE $ 2,150.00

EXEMPT

DOROTHY K. DEEMER, County Auditor

Transferred 10-15-87 Dorothy K Deemer

DEED

KNOW ALL MEN BY THESE PRESENTS THAT, Cyclops Corporation, a Delaware corporation, (f.k.a. M.S.L. Acquisition Corporation, by change of corporate name, now Cyclops Corporation) whose address is 650 Washington Road, Pittsburgh, Pennsylvania 15228 (the Grantor), who claims title by or through an instrument recorded in Scioto County, Ohio, Deed Volume 798 at Page 422, et seq., in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged of King River Limited, Inc., whose address is Post Office Box 3188, New Boston, Ohio 45662 (the Grantee), does hereby grant, with general warranty covenants, to the said Grantee, the following described real estate, situated in the Village of New Boston, Scioto County, Ohio, to-wit:

Situate in Sections 11 and 12, Township 1 North, Range 21 West, Village of New Boston, Scioto County, Ohio, and being the remainder of Tract Number 1 (129.058 acres) and Tract Number 2 (0.338 acres) in a deed from John Knauff, Sheriff (American Buckeye Development Company) to Cyclops Corporation dated June 8, 1982, and recorded in Volume 753, Page 501 of the Scioto County Deed Records, and being more particularly bounded and described as follows:

Beginning at the intersection of the Southerly right-of-way line of Grace Street and the Easterly right-of-way line of West Avenue,

thence, along said right-of-way line of West Avenue, North 22° 57' 57" West (North 22° 53' 23" West by deed), a distance of 16.41 feet to a railroad spike (found June 16, 1986),

thence, parallel with said right-of-way line of Grace Street and 16.00 feet therefrom at right angles, North 54° 11' 17" East, a distance of 1,960.73 feet (North 54° 12' 19" East, 1,960.58 feet by deed) to a railroad spike (set July 11, 1986) on the Easterly right-of-way line of Vine Street,

thence, along said right-of-way line of Vine Street, North 37° 54' 35" West (North 37° 53' 35" West by deed), a distance of 149.24 feet to an iron pin (found June 16, 1986) at a corner to a 0.534 acre tract conveyed from Cyclops Corporation to Village of New Boston as recorded in Volume 223, Page 756 of the Scioto County Deed Records,

thence, along the lines of said 0.534 acre tract with the following four calls;

1) North 52° 07' 14" East (North 52° 08' 15" East by deed), a distance of 76.00 feet to a railroad spike (set July 11, 1986),

2) South 37° 54' 35" East (South 37° 53' 35" East by deed), a distance of 48.00 feet to a "x" chiseled in concrete (to be set),

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3) North 52° 07' 14" East (North 52° 08' 15" East by deed), a distance of 320.00 feet to an iron pin (set July 11, 1986),

4) North 37° 54' 35" West (North 37° 53' 35" West by deed), a distance of 68.00 feet to an iron pin (set July 11, 1986) on the Southerly right-of-way line of a seventeen foot wide alley,

thence, along said right-of-way line of the alley, North 52° 07' 14" East, a distance of 221.05 feet (North 52° 08' 15" East, 221.00 feet by deed) to an iron pin (found June 16, 1986) on the East line of Lot 297 (extended) in Yorktown Addition to the Village of New Boston as shown on the plat of said addition as recorded in Volume 2, Page 55 of the Scioto County Plat Records,

thence, along said East line of Lot 297, North 37° 49' 39" West (North 37° 49' 24" West by deed), a distance of 142.25 feet to an iron pin (set July 11, 1986) on the Southerly right-of-way line of Stanton Avenue (now partially vacated), and also being the Northeast Corner of Lot 297 in said Yorktown Addition,

thence, along said right-of-way line of Stanton Avenue, North 52° 12' 32" East, a distance of 620.22 feet (North 52° 12' 05" East, 620.00 feet by deed) to an iron pin (set July 11, 1986) on the East line of Lot 341 (extended) in the aforementioned Yorktown Addition,

thence, along said East line of Lot 341, North 37° 45' 32" West (North 37° 45' 18" West by deed), a distance of 183.92 feet to an iron pin (found June 16, 1986) on the Southerly right-of-way line of a seventeen foot wide alley, and also being the Northeast corner of Lot 341,

thence, along said right-of-way line of the alley, North 52° 03' 42" East, a distance of 313.11 feet (North 52° 03' 15" East, 313.00 feet by deed) to a corner fence post on the property line between Cyclops Corporation and Ohio Power Company,

thence, along the property line between Cyclops Corporation and Ohio Power Company with the following five calls:

1) South 50° 01' 57" East, a distance of 645.85 feet (South 50° 01' 30" East, 645.79 feet by deed) to a concrete monument (found June 16, 1986),

2) South 89° 02' 27" East, a distance of 689.85 feet (South 89° 02' 19" East, 689.76 feet by deed) to a railroad spike (set July 11, 1986),

3) North 72° 28' 26" East, a distance of 151.76 feet (North 72° 28' 24" East, 151.74 feet by deed) to a railroad spike (set July 11, 1986),

4) North 53° 59' 19" East, a distance of 233.04 feet (North 53° 59' 07" East, 233.00 feet by deed to a concrete monument found June 16, 1986),

5) North 32° 03' 24" East, a distance of 376.42 feet (North 32° 03' 03" East, 376.38 feet by deed) to an iron pin (to be set) at a common corner to Cyclops Corporation, Ohio Power Company, and the Village of New Boston,

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thence, along the property line between Cyclops Corporation and the Village of New Boston with the following four calls;

1) North 1° 10' 24" East (North 1° 10' 05" East by deed), a distance of 70.00 feet to an iron pin (to be set),

2) South 88° 45' 48" East, a distance of 258.00 feet (South 88° 45' 40" East, 257.97 by deed), to a railroad spike (set July 11, 1986),

3) North 0° 25' 11" East (North 0° 24' 48" East by deed), a distance of 64.04 feet to a railroad spike (set July 11, 1986),

4) North 24° 32' 07" West (North 24° 28' 16" West by Deed), a distance of 49.50 feet to an iron pin (found June 16, 1986) at the Northwest corner of Lot 48 in Lakeside Addition to the Village of New Boston as shown on the plat of said addition recorded in Volume 2A, Page 133 of the Scioto County Plat Records,

thence, North 24° 32' 07" West, a distance of 33.70 feet (North 24° 28' 16" West, 33.57 feet by deed) to an iron pin (found June 16, 1986) on the Southerly right-of-way line of United States Route 52 (Rhodes Avenue), and passing an iron pin (found June 16. 1986) at 18.29 feet,

thence, along the right-of-way of said United States Route 52 with the following three calls;

1) North 62° 45' 37" East, a distance of 14.81 feet (North 62° 48' 21" East, 14.87 feet by deed) to an iron pin (found June 16, 1986),

2) North 79° 55' 06" East, a distance of 198.90 feet (North 79° 54' 27" East, 198.59 feet by deed) to an iron pin (found June 16, 1986),

3) South 52° 15' 45" East, a distance of 37.05 feet (North 52° 06' 58" East, 36.84 feet by deed) to an iron pin (found June 16, 1986) on the Westerly right-of-way line of Taylor Avenue,

thence, along said right-of-way line of Taylor Avenue, South 0° 40' 54" East, a distance of 67.36 feet (South 0° 51' 02" East, 67.37 feet by deed) to an iron pin (found June 16, 1986), and passing an iron pin (found June 16, 1986) at 51.30 feet,

thence, continuing along said right-of-way line of Taylor Avenue, South 0° 40' 54" East (South 0° 51' 02" East by deed), a distance of 26.00 feet to an iron pin (found June 16, 1986) on the North line of a 0.037 acre portion of Taylor Avenue vacated by Ordinance 2819, dated November 6, 1980, and recorded in Volume 739, Page 349 of the Scioto County Deed Records,

thence, along said North line and North line extended of vacated Taylor Avenue, North 89° 19' 06" East (North 89° 08' 58" East by Deed), a distance of 50.00 feet to a railroad spike (set July 11, 1986) on the West line of Lot 127 in Idlewild Addition to the Village of New Boston as shown on the plat of said addition recorded in Volume 2A, Page 179 of the Scioto County Plat Records,

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thence, along said West line of Lot 127, South 0° 40' 54" East (South 0° 51' 02" East by deed), a distance

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of 24.91 feet to an iron pin (set July 11, 1986) at the Southwest corner of Lot 127,

thence, along the South line of Lots 127 and 120 in said addition, North 83° 57' 48" East, a distance of 203.84 feet (North 84° 02' 58" East, 203.39 feet by deed) to an iron pin (set July 11, 1986) at the Southeast corner of Lot 120,

thence, along the East line of Lots 120 and 121 in said addition, North 6° 02' 12" West (North 5° 57' 02" West by deed), a distance of 59.54 feet to an iron pin (set July 11, 1986),

thence, North 83° 52' 44" East, a distance of 154.01 feet (North 83° 53' 40" East, 154.03 feet by deed) to a railroad spike (set July 11, 1986),

thence, North 6° 03' 12" West, a distance of 59.80 feet (North 6° 02' 16" West, 60.05 feet by deed) to an iron pin (found June 16, 1986) on the aforementioned Southerly right-of-way line of United States Route 52,

thence, along said right-of-way line of United States Route 52 with the following eight calls;

1) North 84° 01' 50" East (North 84° 02' 58" East by deed), a distance of 623.97 feet,

2) with the arc of a curve to the right having a radius of 11,421.99 feet and a delta angle of 1° 40' 00", (long chord bears North 84° 50' 39" East (North 84° 51' 46" East by deed), 332.24 feet) to an iron pin (found June 16, 1986),

3) North 85° 37' 44" East (North 85° 36' 42" East by deed), a distance of 115.30 feet,

4) North 85° 42' 48" East, a distance of 205.99 feet (North 85° 41' 46" East, 205.98 feet by deed) to an iron pin (found June 16, 1986),

5) North 85° 10' 32" East, a distance of 207.76 feet (North 85° 10' 54" East, 207.69 feet by deed) to a concrete monument (found June 16, 1986),

6) South 69° 31' 53" East, a distance of 40.69 feet (South 69° 32' 43" East, 40.61 feet by deed) to a railroad spike (found June 16, 1986),

7) South 18° 14' 25" East, a distance of 99.66 feet (South 18° 26' 22" East, 99.55 feet by deed),

8) North 78° 43' 14" East, a distance of 18.92 feet (North 78° 40' 51" East, 18.89 feet by deed) to a railroad spike (set July 11, 1986) on the Easterly right-of-way line of River Avenue, also being the Corporation Line between the Village of New Boston and the City of Portsmouth,

thence, along said right-of-way line of River Avenue and Corporation Line, South 10° 09' 13" East, a distance of 103.56 feet (South 10° 21' 20" East, 103.40 feet by deed) to a railroad spike (set July 11, 1986), at a corner to a 22.787 acre tract conveyed from Cyclops Corporation to New Boston Coke Corporation, dated November 21, 1980, and recorded in Volume 739, Page 750 of the Scioto County Deed Records,

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thence, along the lines of said 22.787 acre tract with the following six calls;

1) North 85° 18' 09" West, a distance of 69.04 feet (North 85° 21' 20' West, 69.00 feet by deed) to an iron pin (set July 11, 1986),

2) South 88° 41' 23" West, a distance of 123.11 feet (South 88° 38' 40" West, 123.00 feet by deed) to an iron pin (found June 16, 1986),

3) South 85° 46' 48" West, a distance of 62.78 feet (South 85° 46' 51" West, 62.79 feet by deed) to an iron pin (to be set),

4) South 10° 10' 31" East (South 10° 10' 06" East by deed), a distance of 205.47 feet to an iron pin (set July 11, 1986),

5) South 69° 46' 59" West, a distance of 2,224.86 feet (South 69° 47' 12" West, 2,225.25 feet by deed) to a concrete monument (found June 16, 1986),

6) South 20° 28' 10" East, a distance of 383.04 feet (South 20° 25' 55" East, 382.91 feet by deed) to an iron pin (set July 11, 1986) on the Northerly right-of-way line of the Baltimore and Ohio railroad,

thence, along said right-of-way line of the railroad with the following five calls as agreed upon in an agreement between the Baltimore and Ohio Railroad and Detroit Steel Corporation, dated November 9, 1964, and recorded in Volume 4, Page 611 of the Scioto County Agreement Records;

1) South 69° 31' 50" West, a distance of 1,508.05 feet (South 69° 34' 05" West, 1,507.54 feet by deed) to an iron pin (found June 16, 1986),

2) South 70° 05' 10" West, a distance of 674.43 feet (South 70° 05' 43" West, 674.35 feet by deed) to an iron pin (found June 16, 1986),

3) South 70° 00' 09" West (South 69° 59' 35" West by deed), a distance of 26.00 feet,

4) South 69° 59' 51" West, a distance of 798.43 feet, (South 69° 59' 19" West, 798.42 feet by deed),

5) South 64° 19' 19" West (South 64° 18' 46" West by deed), a distance of 73.99 feet to the existing Northerly right-of-way line of the Baltimore and Ohio railroad,

thence, along said existing right-of-way line of the railroad with the following four calls;

1) South 68° 39' 11" West (South 68° 38' 38" West by deed), a distance of 220.41 feet,

2) South 69° 26' 10" West (South 69° 25' 37" West by deed), a distance of 410.50 feet to an iron pin (found June 16, 1986),

3) South 69° 44' 16" West, a distance of 233.35 feet, (South 69° 43' 08" West 233.33 feet by deed),

4) South 70° 01' 45" West, a distance of 758.77 feet (South 70° 00' 37" West, 758.71 feet by

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deed) to an iron pin (set July 11, 1986) on the aforementioned Easterly right-of-way line of West Avenue.

thence, along said right-of-way line of West Avenue, North 22° 57' 57" West (North 22° 53' 23" West by deed), a distance of 212.41 feet to the ORIGINAL PLACE OF BEGINNING, and passing an iron pin (found June 16, 1986) at 13.23 feet, and containing 131.240 acres, more or less.

Excepting from the above described premises a 2.378 acre tract, being Tract Number Three in a deed from Cyclops Corporation to New Boston Coke Corporation dated November 21, 1980, and recorded in Volume 739, Page 750, of the Scioto County Deed Records, leaving after said exception 128.862 acres, more or less, and subject to all legal easements or rights-of-way.

UNDER AND SUBJECT TO ALL MATTERS OF RECORD

Prior Reference: Volume 798, Page 722

TO HAVE AND TO HOLD the same with all the privileges, improvements and appurtenances thereto belonging to the said Grantee, its successors and assigns, forever.

No warranties are made as to the physical or environmental condition of the real estate described in this Deed, except as set forth in that certain agreement known as the Second Addendum to Agreement between Grantor and Grantee dated October 13, 1987.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed by its duly authorized officers this 13th day of October, 1987.

Signed in the Presence of:

Joseph W. Hungate

Joseph W. Hungate

Karen N. Fabrychuk

CYCLOPS CORPORATION,
a Delaware corporation
By W. D. Dickey
Its Authorized Representative
William D. Dickey

By
Its Authorized Representative
Robert A. Kushner

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named William D. Dickey and Robert A. Kushner, who are Senior Vice President and Vice President and Secretary, respectively, of Cyclops Corporation, a Delaware corporation, the above named Grantor, who being duly authorized, acknowledged that they did sign the foregoing instrument in the name of and on behalf of said Grantor for the purposes and uses aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of October, 1987.

Karen N. Fabrychuk
Notary Public
My Commission Expires:

KAREN N. FABRYCHUK, NOTARY PUBLIC
MT. LEBANON TOWNSHIP, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAY 1, 1990
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC COMMONWEALTH OF PENNSYLVANIA

This Instrument Prepared By:

McCURDY, JOHNSON, RUGGIERO,
McKENZIE & BENDER
By: C. Clayton Johnson
300 Bank One Plaza
Post Office Box 1505
Portsmouth, Ohio 45662

AK000996

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that the undersigned does hereby certify, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that a certain Open-End Mortgage and Purchase Money Mortgage and Security Agreement made as of the 29th day of June, 1987, by MSL ACQUISITION CORPORATION, a Delaware corporation (by change of name now Cyclops Corporation), with an address at 650 Washington Road, Pittsburgh, Pennsylvania 15228 (the "Mortgagor") in favor of MELLON BANK, N.A., AGENT (the "Mortgagee"), as Agent for Mellon Bank, N.A. and Pittsburgh National Bank (the "Banks') as recorded in Scioto County, Ohio Mortgage Volume 624 at Page 362, et seq. and executed by the said Mortgagor in favor of the said Mortgagee has been released and discharged and the Scioto County, Ohio Recorder is hereby authorized to discharge and release the same of record. The premises hereby released are more fully described on an attachment hereto marked Exhibit "A" and incorporated by reference herein.

IN WITNESS WHEREOF, the undersigned (Mortgagee) has caused this Release of Mortgage to be executed by its duly authorized representative this 13th day of October, 1987.

MELLON BANK, N.A., AGENT

Witness

By: _____
Title: Vice President

Witness

AK000997

STATE OF PENNSYLVANIA,
, COUNTY, SS:

Before me a Notary Public in and for said County and State personally appeared Mellon Bank, N.A., Agent, by , its authorized representative who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed of him personally and as said authorized representative.

In Testimony Whereof, I have hereunto set my hand and official seal at , Pennsylvania, this 14th day of OCTOBER, 1987.

Notary Public

NOTARY PUBLIC
MCCANDLESS TWP., ALLEGHENY COUNTY
MY COMMISSION EXPIRES JULY 11, 1988
Member, Pennsylvania Association of Notaries

The foregoing instrument prepared by:

McCURDY, JOHNSON, RUGGIERO, McKENZIE & BENDER
By: C. Clayton Johnson
300 Bank One Plaza
Portsmouth, Ohio 45662

AK000998

Exhibit "A"

Situate in Sections 11 and 12, Township 1 North, Range 21 West, Village of New Boston, Scioto County, Ohio, and being the remainder of Tract Number 1 (129.058 acres) and Tract Number 2 (0.338 acres) in a deed from John Knauff, Sheriff (American Buckeye Development Company) to Cyclops Corporation dated June 8, 1982, and recorded in Volume 753, Page 501 of the Scioto County Deed Records, and being more particularly bounded and described as follows:

Beginning at the intersection of the Southerly right-of-way line of Grace Street and the Easterly right-of-way line of West Avenue,

thence, along said right-of-way line of West Avenue, North 22° 57' 57" West (North 22° 53' 23" West by deed), a distance of 16.41 feet to a railroad spike (found June 16, 1986),

thence, parallel with said right-of-way line of Grace Street and 16.00 feet therefrom at right angles, North 54° 11' 17" East, a distance of 1,960.73 feet (North 54° 12' 19" East, 1,960.58 feet by deed) to a railroad spike (set July 11, 1986) on the Easterly right-of-way line of Vine Street,

thence, along said right-of-way line of Vine Street, North 37° 54' 35" West (North 37° 53' 35" West by deed), a distance of 149.24 feet to an iron pin (found June 16, 1986) at a corner to a 0.534 acre tract conveyed from Cyclops Corporation to Village of New Boston as recorded in Volume 223, Page 756 of the Scioto County Deed Records,

thence, along the lines of said 0.534 acre tract with the following four calls;

1) North 52° 07' 14" East (North 52° 08' 15" East by deed), a distance of 76.00 feet to a railroad spike (set July 11, 1986),

2) South 37° 54' 35" East (South 37° 53' 35" East by deed), a distance of 48.00 feet to a "x" chiseled in concrete (to be set),

3) North 52° 07' 14" East (North 52° 08' 15" East by deed), a distance of 320.00 feet to an iron pin (set July 11, 1986),

4) North 37° 54' 35" West (North 37° 53' 35" West by deed), a distance of 68.00 feet to an iron pin (set July 11, 1986) on the Southerly right-of-way line of a seventeen foot wide alley,

thence, along said right-of-way line of the alley, North 52° 07' 14" East, a distance of 221.05 feet (North 52° 08' 15" East, 221.00 feet by deed) to an iron pin (found June 16, 1986) on the East line of Lot 297 (extended) in Yorktown Addition to the Village of New Boston as shown on the plat of said addition as recorded in Volume 2, Page 55 of the Scioto County Plat Records,

thence, along said East line of Lot 297, North 37° 49' 39" West (North 37° 49' 24" West by deed), a distance of 142.25 feet to an iron pin (set July 11, 1986) on the Southerly right-of-way line of Stanton Avenue (now partially vacated), and also being the Northeast Corner of Lot 297 in said Yorktown Addition,

thence, along said right-of-way line of Stanton Avenue, North 52° 12' 32" East, a distance of 620.22 feet (North 52° 12' 05" East, 620.00 feet by deed) to an iron pin (set July 11, 1986) on the East line of Lot 341 (extended) in the aforementioned Yorktown Addition,

thence, along said East line of Lot 341, North 37° 45' 32" West (North 37° 45' 18" West by deed), a distance of 183.92 feet to an iron pin (found June 16, 1986) on the Southerly right-of-way line of a seventeen foot wide alley, and also being the Northeast corner of Lot 341,

thence, along said right-of-way line of the alley, North 52° 03' 42" East, a distance of 313.11 feet (North 52° 03' 15" East, 313.00 feet by deed) to a corner fence post on the property line between Cyclops Corporation and Ohio Power Company,

thence, along the property line between Cyclops Corporation and Ohio Power Company with the following five calls:

1) South 50° 01' 57" East, a distance of 645.85 feet (South 50° 01' 30" East, 645.79 feet by deed) to a concrete monument (found June 16, 1986),

2) South 89° 02' 27" East, a distance of 689.85 feet (South 89° 02' 19" East, 689.76 feet by deed) to a railroad spike (set July 11, 1986),

3) North 72° 28' 26" East, a distance of 151.76 feet (North 72° 28' 24" East, 151.74 feet by deed) to a railroad spike (set July 11, 1986),

4) North 53° 59' 19" East, a distance of 233.04 feet (North 53° 59' 07" East, 233.00 feet by deed to a concrete monument found June 16, 1986),

5) North 32° 03' 24" East, a distance of 376.42 feet (North 32° 03' 03" East, 376.38 feet by deed) to an iron pin (to be set) at a common corner to Cyclops Corporation, Ohio Power Company, and the Village of New Boston,

thence, along the property line between Cyclops Corporation and the Village of New Boston with the following four calls;

1) North 1° 10' 24" East (North 1° 10' 05" East by deed), a distance of 70.00 feet to an iron pin (to be set),

2) South 88° 45' 48" East, a distance of 258.00 feet (South 88° 45' 40" East, 257.97 by deed), to a railroad spike (set July 11, 1986),

3) North 0° 25' 11" East (North 0° 24' 48" East by deed), a distance of 64.04 feet to a railroad spike (set July 11, 1986),

4) North 24° 32' 07" West (North 24° 28' 16" West by Deed), a distance of 49.50 feet to an iron pin (found June 16, 1986) at the Northwest corner of Lot 48 in Lakeside Addition to the Village of New Boston as shown on the plat of said addition recorded in Volume 2A, Page 133 of the Scioto County Plat Records,

thence, North 24° 32' 07" West, a distance of 33.70 feet (North 24° 28' 16" West, 33.57 feet by deed) to an iron pin (found June 16, 1986) on the Southerly right-of-way line of United States Route 52 (Rhodes Avenue), and passing an iron pin (found June 16. 1986) at 18.29 feet,

thence, along the right-of-way of said United States Route 52 with the following three calls;

1) North 62° 45' 37" East, a distance of 14.81 feet (North 62° 48' 21" East, 14.87 feet by deed) to an iron pin (found June 16, 1986),

2) North 79° 55' 06" East, a distance of 198.90 feet (North 79° 54' 27" East, 198.59 feet by deed) to an iron pin (found June 16, 1986),

3) South 52° 15' 45" East, a distance of 37.05 feet (North 52° 06' 58" East, 36.84 feet by deed) to an iron pin (found June 16, 1986) on the Westerly right-of-way line of Taylor Avenue,

thence, along said right-of-way line of Taylor Avenue, South 0° 40' 54" East, a distance of 67.36 feet (South 0° 51' 02" East, 67.37 feet by deed) to an iron pin (found June 16, 1986), and passing an iron pin (found June 16, 1986) at 51.30 feet,

thence, continuing along said right-of-way line of Taylor Avenue, South 0° 40' 54" East (South 0° 51' 02" East by deed), a distance of 26.00 feet to an iron pin (found June 16, 1986) on the North line of a 0.037 acre portion of Taylor Avenue vacated by Ordinance 2819, dated November 6, 1980, and recorded in Volume 739, Page 349 of the Scioto County Deed Records,

thence, along said North line and North line extended of vacated Taylor Avenue, North 89° 19' 06" East (North 89° 08' 58" East by Deed), a distance of 50.00 feet to a railroad spike (set July 11, 1986) on the West line of Lot 127 in Idlewild Addition to the Village of New Boston as shown on the plat of said addition recorded in Volume 2A, Page 179 of the Scioto County Plat Records,

thence, along said West line of Lot 127, South 0° 40' 54" East (South 0° 51' 02" East by deed), a distance of 24.91 feet to an iron pin (set July 11, 1986) at the Southwest corner of Lot 127,

thence, along the South line of Lots 127 and 120 in said addition, North 83° 57' 48" East, a distance of 203.84 feet (North 84° 02' 58" East, 203.39 feet by deed) to an iron pin (set July 11, 1986) at the Southeast corner of Lot 120,

thence, along the East line of Lots 120 and 121 in said addition, North 6° 02' 12" West (North 5° 57' 02" West by deed), a distance of 59.54 feet to an iron pin (set July 11, 1986),

thence, North 83° 52' 44" East, a distance of 154.01 feet (North 83° 53' 40" East, 154.03 feet by deed) to a railroad spike (set July 11, 1986),

thence, North 6° 03' 12" West, a distance of 59.80 feet (North 6° 02' 16" West, 60.05 feet by deed) to an iron pin (found June 16, 1986) on the aforementioned Southerly right-of-way line of United States Route 52,

thence, along said right-of-way line of United States Route 52 with the following eight calls;

1) North 84° 01' 50" East (North 84° 02' 58" East by deed), a distance of 623.97 feet,

2) with the arc of a curve to the right having a radius of 11,421.99 feet and a delta angle of 1° 40' 00", (long chord bears North 84° 50' 39" East (North 84° 51' 46" East by deed), 332.24 feet) to an iron pin (found June 16, 1986),

3) North 85° 37' 44" East (North 85° 36' 42" East by deed), a distance of 115.30 feet,

4) North 85° 42' 48" East, a distance of 205.99 feet (North 85° 41' 46" East, 205.98 feet by deed) to an iron pin (found June 16, 1986),

5) North 85° 10' 32" East, a distance of 207.76 feet (North 85° 10' 54" East, 207.69 feet by deed) to a concrete monument (found June 16, 1986),

6) South 69° 31' 53" East, a distance of 40.69 feet (South 69° 32' 43" East, 40.61 feet by deed) to a railroad spike (found June 16, 1986),

7) South 18° 14' 25" East, a distance of 99.66 feet (South 18° 26' 22" East, 99.55 feet by deed),

8) North 78° 43' 14" East, a distance of 18.92 feet (North 78° 40' 51" East, 18.89 feet by deed) to a railroad spike (set July 11, 1986) on the Easterly right-of-way line of River Avenue, also being the Corporation Line between the Village of New Boston and the City of Portsmouth,

thence, along said right-of-way line of River Avenue and Corporation Line, South 10° 09' 13" East, a distance of 103.56 feet (South 10° 21' 20" East, 103.40 feet by deed) to a railroad spike (set July 11, 1986), at a corner to a 22.787 acre tract conveyed from Cyclops Corporation to New Boston Coke Corporation, dated November 21, 1980, and recorded in Volume 739, Page 750 of the Scioto County Deed Records,

thence, along the lines of said 22.787 acre tract with the following six calls;

1) North 85° 18' 09" West, a distance of 69.04 feet (North 85° 21' 20' West, 69.00 feet by deed) to an iron pin (set July 11, 1986),

2) South 88° 41' 23" West, a distance of 123.11 feet (South 88° 38' 40" West, 123.00 feet by deed) to an iron pin (found June 16, 1986),

3) South 85° 46' 48" West, a distance of 62.78 feet (South 85° 46' 51" West, 62.79 feet by deed) to an iron pin (to be set),

4) South 10° 10' 31" East (South 10° 10' 06" East by deed), a distance of 205.47 feet to an iron pin (set July 11, 1986),

5) South 69° 46' 59" West, a distance of 2,224.86 feet (South 69° 47' 12" West, 2,225.25 feet by deed) to a concrete monument (found June 16, 1986),

6) South 20° 28' 10" East, a distance of 383.04 feet (South 20° 25' 55" East, 382.91 feet by deed) to an iron pin (set July 11, 1986) on the Northerly right-of-way line of the Baltimore and Ohio railroad,

thence, along said right-of-way line of the railroad with the following five calls as agreed upon in an agreement between the Baltimore and Ohio Railroad and Detroit Steel Corporation, dated November 9, 1964, and recorded in Volume 4, Page 611 of the Scioto County Agreement Records;

1) South 69° 31' 50" West, a distance of 1,508.05 feet (South 69° 34' 05" West, 1,507.54 feet by deed) to an iron pin (found June 16, 1986),

2) South 70° 05' 10" West, a distance of 674.43 feet (South 70° 05' 43" West, 674.35 feet by deed) to an iron pin (found June 16, 1986),

3) South 70° 00' 09" West (South 69° 59' 35" West by deed), a distance of 26.00 feet,

4) South 69° 59' 51" West, a distance of 798.43 feet, (South 69° 59' 19" West, 798.42 feet by deed),

5) South 64° 19' 19" West (South 64° 18' 46" West by deed), a distance of 73.99 feet to the existing Northerly right-of-way line of the Baltimore and Ohio railroad,

thence, along said existing right-of-way line of the railroad with the following four calls;

1) South 68° 39' 11" West (South 68° 38' 38" West by deed), a distance of 220.41 feet,

2) South 69° 26' 10" West (South 69° 25' 37" West by deed), a distance of 410.50 feet to an iron pin (found June 16, 1986),

3) South 69° 44' 16" West, a distance of 233.35 feet, (South 69° 43' 08" West 233.33 feet by deed),

4) South 70° 01' 45" West, a distance of 758.77 feet (South 70° 00' 37" West, 758.71 feet by deed) to an iron pin (set July 11, 1986) on the aforementioned Easterly right-of-way line of West Avenue.

thence, along said right-of-way line of West Avenue, North 22° 57' 57" West (North 22° 53' 23" West by deed), a distance of 212.41 feet to the ORIGINAL PLACE OF BEGINNING, and passing an iron pin (found June 16, 1986) at 13.23 feet, and containing 131.240 acres, more or less.

Excepting from the above described premises a 2.378 acre tract, being Tract Number Three in a deed from Cyclops Corporation to New Boston Coke Corporation dated November 21, 1980, and recorded in Volume 739, Page 750, of the Scioto County Deed Records, leaving after said exception 128.862 acres, more or less, and subject to all legal easements or rights-of-way.

UNDER AND SUBJECT TO ALL MATTERS OF RECORD

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT, made and concluded at Portsmouth, Ohio this 29th day of December, 1986, by and between Cyclops Corporation (hereinafter called Seller) and King River Limited, Inc. (hereinafter called Buyer).

W I T N E S S E T H:

1. Purchase. Buyer hereby agrees to buy and Seller, subject to the terms and conditions of this Agreement and against delivery of the purchase price in the manner and amount provided in paragraph 2 hereof and assumption of the contractual obligations referred to in paragraph 3 hereof, hereby agrees to sell the real property described on Exhibit "A" and the personal property described on Exhibit "B", all situated in the State of Ohio, County of Scioto and Village of New Boston, together with all buildings, appurtenances, easements, rights, permits, licenses, furniture, fixtures or equipment situated thereon or attached thereto together with all of Buyer's rights of ingress, egress or access (hereinafter collectively called the "Property"). Buyer has thoroughly inspected and is familiar with the Property and ACKNOWLEDGES THAT IT IS PURCHASING THE PROPERTY "AS IS-WITH ALL FAULTS" AND "WHERE IS" AND THAT SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE OF ANY OF THE PROPERTY, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE PROPERTY EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.

2. Purchase Price. The purchase price for the Property shall be the sum of $1,750,000.00 payable as follows: $100,000.00 paid in cash at the time of execution of this Agreement, receipt whereof is hereby acknowledged by Seller, and the sum of $1,650,000.00 payable in cash at the time of closing. In the event the closing, as provided for in paragraph 4 of this Agreement, does not take place on or before February 27, 1987, Seller shall retain the $100,000.00 payment of even date herewith, as liquidated damages, unless Seller is solely responsible for the failure of the closing to take place.

3. Assumption of Joint Use and Other Contracts and Obligations. Buyer agrees to assume, perform and hold Seller harmless from any and all of its obligations under the Joint Use Contract (raw water) and Joint Use Contract (electrical power) each dated November 21, 1980 between Seller and New Boston Coke Corporation, an Ohio Corporation, and under such other contracts, agreements, permits, easements and licenses as are listed in Schedule 1 to the Assumption Agreement referred to in paragraph 4 of this Agreement.

4. Closing and Possession. The sale of the Property shall be closed at a time and place to be agreed upon as being mutually convenient to the parties, provided however that the sale shall in no event be closed at any time later than 1:00 p.m., February 27, 1987. In the event the parties fail to provide for a time and place of closing by mutual agreement, the closing shall take place at 200 Bank One Plaza, Portsmouth, Ohio at 1:00 p.m., February 27, 1987. At closing, Buyer shall deliver to Seller the balance of the purchase price owing hereunder in cash, or other immediately usable funds, less any deductions authorized herein, and

an executed Assumption Agreement substantially in the form of Exhibit "C" pursuant to which Buyer assumes certain contractual obligations of Seller as referred to in paragraph 3 of this Agreement, and Seller shall deliver to Buyer a good and sufficient warranty deed to the Property conveying fee simple title to the real Property portion of the Property free of liens and encumbrances, except as indicated on the Title Commitment accepted by Buyer and agreed to by Seller. Seller shall deliver a Bill of Sale (without warranty except as to title) for the personal Property portion of the Property in the form attached as Exhibit "D". Buyer shall be entitled to possession from and after the date of closing.

5. Taxes. In consideration of the sale of the Property by Seller, Buyer assumes and agrees to pay, and to hold Seller harmless from, all real property taxes and assessments for the entire year of 1984 and subsequent years and this assumption and agreement shall survive the closing. On or before December 31, 1986, Buyer shall present evidence satisfactory to Seller that all real estate taxes for taxable years 1984 and 1985 have been settled and paid in full, or secured to be paid, and Buyer shall assume and agree to pay taxes for taxable year 1986 and subsequent years.

6. Lease Purchase Agreement. The parties acknowledge the Lease Agreement with Option to Purchase executed between Seller and Buyer and dated May 4, 1984 (the "Lease Purchase Agreement"). It is further understood and agreed that the Lease Purchase Agreement shall be deemed automatically

cancelled by transfer of title to the Property at closing, and that upon request of either party, a mutual release terminating the Lease Purchase Agreement shall be executed at closing. Notwithstanding termination of the Lease Purchase Agreement, Section 7(d) of the Lease Purchase Agreement shall survive said termination and the closing of this transaction and shall remain in full force and effect, and, as provided therein, Buyer shall dispose of, or cause to be disposed of, all transformers containing PCB's located on the Property in a manner that complies with all applicable laws and regulations and will defend, indemnify and hold Seller harmless against any liability relating to said transformers.

7. Deductions. At closing, Buyer shall be entitled to deduct from the purchase price Scioto County, Ohio Auditor's conveyance fee, and the balance, up to a maximum of $1,000.00, needed to discharge any lien or encumbrance, which shall be revealed by any title commitment which Buyer may obtain in accord with paragraph 8 of this Agreement.

8. Title. For the Property to be conveyed hereunder, Buyer agrees, at its cost and expense, to obtain and pay for an Owners Commitment for Title Insurance from Lawyers Title Insurance Corporation. Buyer shall accept such Title Commitment so long as said Title Insurance Company agrees to insure Title subject only to exceptions for real estate taxes and easements of record acceptable to Buyer. If Title to the Property to be conveyed is defective or

unmerchantable or if any part thereof is subject to liens or encumbrances, or easements, conditions or restrictions other than those excepted above, Seller shall have a reasonable time not to exceed thirty (30) days after written notice thereof by Buyer, within which to remedy or remove such defect, lien, encumbrance, condition, easement or restriction. If Seller is unable to remedy or remove such defect, encumbrance, lien, easement, condition or restriction within said thirty (30) day period, Buyer may, within a reasonable time thereafter, not to exceed thirty (30) days, elect to purchase the Property notwithstanding such defect, or to terminate this Agreement. It is agreed that merchantability of Title shall be determined in accord with the standards of title examination as adopted by the Ohio State Bar Association.

9. Technical Assistance. Pending and up to the closing, but not thereafter, Seller agrees, at its expense, to continue to provide technical assistance to Buyer in connection with Buyer's use and occupancy of the Property, through Seller's employees, to the extent reasonably available.

10. Commission. Seller and Buyer mutually acknowledged that no broker, finder or other third party has been involved in this transaction and that no third party is entitled to a commission or finder's fee by reason of the making or performance of this Agreement. Buyer and Seller each shall indemnify and hold the other harmless from any

such commission or fee claimed by any person or entity by reason of any act or omission of the indemnifying party.

11. Survey. Buyer may, at Buyer's option, and at Buyer's sole cost and expense, cause a field survey satisfactory to Buyer to be made of the Property showing the area, dimensions and locations of the Property, the location of all public utilities including water, sewer, electric and natural gas utilities available to the Property, the location of all recorded easements against or appurtenant to the Property, the location of all improvements and encroachments and such other matters as any such survey may disclose. In the event Buyer elects to cause such a survey to be conducted, Buyer shall have the right to cause the Property to be conveyed utilizing a legal description prepared pursuant to such survey, in lieu of the description contained on Exhibit "A" hereto; however, unless Buyer shall elect to cause a survey to be conducted in accord with this paragraph, the Property shall be conveyed using the Property description set forth on Exhibit "A" hereto.

12. Entire Agreement. This Agreement embodies the entire agreement between the parties and shall not be modified, changed or altered in any respect except in a writing executed in the same manner as this agreement between the parties.

13. Choice of Law. This Agreement shall be construed, interpreted and enforced in accord with the laws of the State of Ohio.

14. Environmental Matters. Seller hereby makes the following representations and warranties (which representations and warranties Seller believes to be true in all respects as of the date hereof) and agrees as follows, which representations, warranties and agreement shall not be cancelled by performance under this Agreement, but shall survive the closing of this transaction and the delivery of Seller's deed, and Seller's delivery of its deed to the Property at the closing shall constitute its reaffirmation of the following representations, warranties and agreements as of the closing date: To the best of Seller's knowledge, the Property does not concurrently contain, nor is it contaminated by, any hazardous or toxic waste materials in violation of any applicable environmental law or regulation, including, but not limited to Section 103 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC S9601 et seq., or Chapter 3734 of the Ohio Revised Code; and to the best of Seller's knowledge, no "clean-up" (as the term "clean-up" is used in applicable environmental laws) of the Property need occur pursuant to any applicable federal or state environmental laws or regulations, which could give rise to (i) liability on the part of Buyer to reimburse any governmental authority for the costs of such clean-up, or (ii) a lien or encumbrance on the Property. By accepting Seller's delivery of its deed to the Property at the closing, Buyer, for itself, its successors, personal representatives and assigns, agrees that it alone, and not Seller, shall be liable to pay for any such damages, reimbursements, restorations, liens or encumbrances which might arise under current or future law because of the future discovery of such contaminants on the Property from whatever cause, unless the existence of such contamination is actually now known to the

officers of Seller in contravention of the representations and warranties made herein, and Buyer further agrees that Buyer shall defend and hold Seller harmless from and against any such claims whatsoever, and Buyer's agreement so to defend and hold Seller harmless shall survive the closing and delivery of Seller's deed to Buyer.

15. Parties Bound. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

16. Notices. Any notice required or permitted under this Agreement shall be deemed to have been regularly given or served if deposited in United States mail, certified mail return receipt requested, postage prepaid, addressed as follows:

(a) If to Seller, c/o James F. Will, President, 650 Washington Road, Pittsburgh, Pennsylvania 15228.

(b) If to Buyer, c/o Lester Wiles, P.O. Box 3188, New Boston, Ohio 45662.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this Agreement in multiple copies, each of which shall be deemed an original, as of this day and year first above written.

Signed in the presence of:

Joseph W. Hungate

Joseph W. Hungate

CYCLOPS CORPORATION

By: James F. Will
James F. Will, President

KING RIVER LIMITED, INC.

By: Lester Wiles
Lester Wiles, President

EXHIBIT A

DESCRIPTION OF THE PREMISES

Situate in the Village of New Boston and City of Portsmouth, County of Scioto and State of Ohio, to-wit:

TRACT ONE: Situate in Sections 11 and 12, T-1-N, R-21-W, and in the Lakeside Addition in the Village of New Boston, Scioto County, Ohio, and being part of Parcel Numbers 1, 7, 8, and 12 and all of Parcel Numbers 9, 10 and 14 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, page 589 of the Scioto County Deed Records, and part of a 0.037 acre portion of Taylor Avenue vacated by the Village of New Boston in Ordinance 2819, dated November 6, 1980, and recorded in Volume 739, page 349 of the Scioto County Deed Records, and also part of Taylor Avenue vacated by the Scioto County Court of Common Pleas in a Journal Entry dated October 10, 1916, and recorded in Volume 118, page 305 of the Scioto County Deed Records, and being more particularly bounded and described as follows:

Beginning at the intersection of the southerly right-of-way line of Grace Street and the easterly right-of-way line of West Avenue; thence, along said right-of-way line of West Avenue, North 22 deg. 53'23" West, a distance of 16.41 feet to an iron pin; thence, parallel with said right of-way line of Grace Street and 16.00 feet at right angles therefrom, North 54 deg. 12'19" East, a distance of 1,960.58 feet to an iron pin on the easterly right-of-way line of Vine Street; thence, along said right-of-way line of Vine Street, North 37 deg. 53'35" West, a distance of 169.24 feet to an iron pin on the southerly right-of-way line of a 17.00 foot alley; thence, along said right-of-way line of the alley, North 52 deg. 08'15" East, a distance of 617.00 feet to an iron pin on the east line of Lot 297 (extended) in Yorktown Addition to the Village of New Boston as shown on the plat of said addition recorded in Volume 2, page 55 of the Scioto County Plat Records; thence, along said east line of Lot 297, North 37 deg. 49' 24" West, a distance of 142.25 feet to an iron pin on the southerly right-of-way line of Stanton Avenue (now partially vacated) and also being the northeast corner of Lot 297; thence, along said right-of-way line of Stanton Avenue, North 52 deg. 12'05" East, a distance of 620.00 feet to an iron pin on the east line of Lot 341 (extended) in the aforementioned Yorktown Addition; thence, along said east line of Lot 341, North 37 deg. 45' 18" West, a distance of 183.92 feet to an iron pin on the southerly right-of-way line of a 17.00 foot alley and also being the northeast corner of Lot 341; thence, along said right-of-way line of the alley, North 52 deg. 03'15" East, a distance of 313.00 feet to an iron pin on the property line between Cyclops Corporation and Ohio Power Company; thence, with the following five calls along the property line between Cyclops Corporation and Ohio Power Company: South 50 deg. 01'30" East, a distance of 645.79 feet to an iron pin; South 89 deg. 02'19" East, a distance of 689.76 feet to an iron pin; North 72 deg. 28' 24" East, a distance of 151.74 feet to an iron pin; North 53 deg. 59' 07" East, a distance of 233.00 feet to an iron pin, and North 32 deg. 03' 03" East, a distance of 376.38 feet to an iron pin at a common corner to Cyclops Corporation, Ohio Power Company and the Village of New Boston; thence, with the following four calls along the property line between Cyclops

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Corporation and the Village of New Boston: North 1 deg. 10'05" East, a distance of 70.00 feet to an iron pin; South 88 deg. 45' 40" East, a distance of 257.97 feet to an iron pin; North 0 deg. 24' 48" East, a distance of 64.04 feet to an iron pin, and North 24 deg. 28' 16" West, a distance of 49.50 feet to an iron pin at the northwest corner of Lot 48 in Lakeside Addition to the Village of New Boston as shown on the plat of said addition recorded in Volume 2A, page 133 of the Scioto County Plat records; thence along said north line of Lot 48, South 85 deg. 28' 00" East, a distance of 225.62 feet to an iron pin on the westerly right-of-way line of Taylor Avenue and also being the northeast corner of Lot 48; thence, along said right-of-way line of Taylor Avenue, South 0 deg. 51' 02" East, a distance of 26.00 feet to a railroad spike on the north line of the aforementioned 0.037 acre portion of Taylor Avenue vacated by Ordinance 2819; thence, along said north line and north line extended, North 89 deg. 08' 58" East, a distance of 50.00 feet to a railroad spike on the west line of Lot 127 in Idlewild Addition to the Village of New Boston as shown on the plat of said addition recorded in Volume 2A, page 179 of the Scioto County Plat Records; thence, along said west line of Lot 127, South 0 deg. 51' 02" East, a distance of 24.91 feet to a railroad spike at the southwest corner of Lot 127; thence, along the south line of Lots 127 and 120 in said addition, North 84 deg. 02' 58" East, a distance of 203.39 feet to an iron pin at the southeast corner of Lot 120; thence, along the east line of Lots 120 and 121 in said addition, North 5 deg. 57' 02" West, a distance of 59.54 feet to an iron pin; thence, North 83 deg. 53' 40" East, a distance of 154.03 feet to a railroad spike, thence, North 6 deg. 02' 16" West, a distance of 60.05 feet to an iron pin on the southerly right-of-way line of United States Route 52; thence, with the following eight calls along said right-of-way line of United States Route 52: North 84 deg. 02' 58" East, a distance of 623.97 feet to an iron pin, with a curve to the right having a radius of 11,421.99 feet and a central angle of 1 deg. 40' 00" (long chord bears North 84 deg. 51' 46" East, 332.24 feet) to an iron pin; North 85 deg. 36' 42" East, a distance of 115.30 feet to an iron pin; North 85 deg. 41' 46" East, a distance of 205.98 feet to an iron pin; North 85 deg. 10' 54" East, a distance of 207.69 feet to a concrete monument; South 69 deg. 32' 43" East, a distance of 40.61 feet to an iron pin; South 18 deg. 26' 22" East, a distance of 99.55 feet to an iron pin and North 78 deg. 40' 51" East, a distance of 18.89 feet to an iron pin on the easterly right-of-way line of a thirty foot easement commonly known as River Avenue, also being the corporation line between the Village of New Boston and the City of Portsmouth; thence, along said right-of-way line of River Avenue and said corporation line, South 10 deg. 21' 20" East, a distance of 103.40 feet to an iron pin; thence, North 85 deg. 21' 20" West a distance of 69.00 feet to an iron pin; thence, South 88 deg. 38' 40" West, a distance of 123.00 feet to an iron pin; thence, South 85 deg. 46' 51" West, a distance of 62.79 feet to an iron pin; thence, South 10 deg. 10' 06" East, a distance of 205.47 feet to an iron pin; thence, South 69 deg. 47' 12" West, a distance of 2,225.25 feet to a concrete monument; thence South 20 deg. 25' 55" East, a distance of 382.91 feet to a concrete monument on the northerly right-of-way line of the Baltimore and Ohio Railroad; thence, with the following five calls along said right-of-way line of the railroad as agreed upon in an agreement between the Baltimore and Ohio Railroad and Detroit Steel Corporation dated November 9, 1964, and recorded in Volume 4, page 611 of the Scioto County Agreement Records: South 69 deg. 34' 05" West, a distance of 1,507.54 feet to an iron pin; South 70 deg. 05' 43" West, a distance of 674.35 feet to an iron pin; South 69 deg. 59' 35" West, a distance

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of 26.00 feet to an iron pin; South 69 deg. 59' 19" West, a distance of 798.42 feet to an iron pin, and South 64 deg. 18' 46" West, a distance of 73.99 feet to an iron pin on the existing northerly right-of-way line of the Baltimore and Ohio Railroad; thence with the following four calls along said existing right-of-way line of the railroad: South 68 deg. 38' 38" West, a distance of 220.41 feet to an iron pin; South 69 deg. 25' 37" West, a distance of 410.50 feet to an iron pin; South 69 deg. 43' 08" West, a distance of 233.33 feet to an iron pin, and South 70 deg. 00' 37" West, a distance of 758.71 feet to an iron pin on the easterly right-of-way line of the aforementioned West Avenue; thence, along said right-of-way line of West Avenue, north 22 deg. 53' 22" West, a distance of 212.41 feet to the original place of beginning, containing 131.436 acres, more or less.

SAVE AND EXCEPTING from the above described premises a 2.378 acre tract, being Tract Number Three in a deed from Cyclops Corporation to New Boston Coke Corporation dated November 21, 1980, and recorded in Volume 739, page 750 of the Scioto County Deed Records, leaving after said exception 129.058 acres, more or less, and subject to all legal easements or rights-of-way.

ALSO SAVE AND EXCEPTING from the above premises a 0.534 acre tract conveyed by deed from Cyclops Corporation to the Village of New Boston dated October 14, 1982 and recorded in Deed Book Volume 756, at page 223, leaving after said exception 128.424 acres, more or less, and subject to all legal easement or rights-of-way.

TRACT TWO: Situate in Section 12, T-1-N, R-21-W, Village of New Boston, Scioto County, Ohio, and being all of Parcel Number 15 in deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, page 589 of the Scioto County Deed Records, and being more particularly bounded and described as follows:

BEGINNING at a railroad spike at the intersection of the westerly right-of-way line of Taylor Avenue and the north line of Lot 48 in Lakeside Addition to the Village of New Boston; thence, along the north line of said Lot 48, North 85 deg. 28' 00" West, a distance of 225.62 feet; thence, North 24 deg. 28' 16" West, a distance of 33.57 feet to a railroad spike on the southerly right-of-way line of United States Route 52 (Rhodes Avenue) passing a railroad spike at 18.29 feet; thence, along the right-of-way of said Route 52, the following three calls: North 62 deg. 48' 21" East, a distance of 14.87 feet to a railroad spike; North 79 deg. 54' 27" East, a distance of 198.59 feet to a railroad spike, and South 52 deg. 06' 58" East, a distance of 36.84 feet to a railroad spike on the aforementioned westerly right-of-way of Taylor Avenue; thence, along said right-of-way of Taylor Avenue, South 0 deg. 51' 02" East, a distance of 67.37 feet to the original place of beginning, passing a railroad spike at 51.30 feet, containing 0.338 acres, more or less, and subject to all legal easements or rights-of-way.

TRACT THREE: Situate in Section 11, T-1-N, R-21-W, Village of New Boston, Scioto County, Ohio, and being all of Parcel Number 5 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, page 589 of the Scioto County Deed Records and being more particularly bounded and described as follows:

BEGINNING at a concrete monument on the southerly right-of-way of the Norfolk and Western Railrood at the northeast corner of Harry King Lowman's 16.71 acre tract as recorded in Tract Two, Volume 684, page 418 of the Scioto County Deed Records; thence along said right-of-way with the following three calls: (i) North 69 deg. 59' 29" East, a distance of 300.00 feet to an iron pin; (2) North 72 deg. 02' 56" East, a distance of 481.00 feet to an iron pin; (3) North 69 deg. 32' 29" East, a distance of 831.48 feet to an iron pin; thence South 26 deg. 07' 31" East a distance of 239.20 feet to the former low water mark of the Ohio River and passing an iron pin at 35.00 feet; thence, along the former low water mark, South 63 deg. 57' 06" West, a distance of 1646.78 feet to the southeast corner of the aforementioned Lowman tract; thence, along Lowman's east line, North 20 deg. 00' 31" West, a distance of 421.85 feet to the original place of beginning and passing a concrete monument at 155.22 feet, containing 12.164 acres, more or less, of which 6.469 acres, more or less, is in the Ohio River. Subject to all legal easements or right-of-ways.

All of the above described tracts being subject to all easements, agreements, leases, highways and restrictions of record, including without limitation, each and all of the easements of right-of-ways conveyed by deed from Cyclops Corporation to New Boston Coke Corporation, dated November 21, 1980, and recorded in Volume 739, page 750 of the Scioto County Deed Records.

Tracts One, Two and Three having been surveyed on December 9, 1980, by Timothy A. Thoroughman, Registered Surveyor No. 5589.

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B

EXHIBIT
SCHEDULE

Portsmouth Plant

MAIN GATE OFFICE
FURNITURE AND EQUIPMENT

Furniture and/or Equipment	Total Number	*Condition
Air Conditioners - Window	7	3-G, 2-F, 1-P, 1-J
Book Cases	7	6-G, 1-F
Chairs:		
Straight - With Arms	35	5-G, 30-F
Straight - Without Arms	7	7-G
Swivel - With Arms	8	5-G, 2-F, 1-P
Swivel - Without Arms	4	3-G, 1-F
Desks:		
Regular	7	4-G, 3-F
Regular - Large	2	2-G
Roll Type	1	1-P
Typing	2	2-G
Files:		
5 Drawer - Letter	1	1-G
4 Drawer - Legal	5	3-G, 2-F
4 Drawer - Letter	24	22-G, 2-F
3 Drawer - Letter	2	2-F
2 Drawer - Legal	3	3-G
2 Drawer - Letter	2	1-G, 1-F
Tables:		
Regular	5	3-G, 2-F
Regular - Desk Type	1	1-G
Other	4	1-G, 2-F, 1-J

*G-Good, F-Fair, P-Poor, J-Junk

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Furniture and/or Equipment	Total Number	*Condition
Blue Print Rack	26	26-G
Bulletin Board	2	2-G
Cabinets - Storage - Large	6	3-G, 3-F
" " - Medium	2	2-F
" " - Small	12	2-G, 8-F, 2-P
Card Files	76	2-G, 69-F, 5-P
Check Signer (Burroughs)	1	1-P
Coat Racks	4	2-G, 1-F, 1-P
Coffee Table	1	1-F
Couch	1	1-G
Ditto Machine	1	1-F
Fire Extinguisher	2	2-G
Floor Scrubber	1	1-J
Gate Control Box	1	1-G
Hall Tree	2	2-G
Heaters - 110 Volts	12	11-F, 1-P
" - 220 Volts	8	5-G, 3-F
Hot Water Tank	1	1-F
Key Holder	1	1-G
Ladder	2	2-F
Ladder - Step	1	1-F
Letter Tray	20	20-F

*G-Good, F-Fair, P-Poor, J-Junk

Furniture and/or Equipment	Total Number	*Condition
Lockers	25	25-F
Mirror	2	2-F
Paper Cutter	1	1-G
Picture - Large	1	1-G
" - Small	7	7-G
Scale Controls - Streeter Amet	1	1-G
Scale Printer - 890 Hecon	1	1-G
Scales - Mail	1	1-G
Shelving	16	16-F
Shelving - Metal	1	1-G
Smoking Stand	3	2-G, 1-P
Stool	1	1-P
Stool - Ladder	1	1-F
Stool - Step	1	1-F
Telephone Cabinet	1	1-P
Wall Clock	3	3-G
Waste Cans	19	17-F, 2-P
Water Fountain	2	1-G, 1-F

*G-Good, F-Fair, P-Poor, J-Junk

Furniture and/or Equipment	Total Number	*Condition
Adding Machine (Underwood) (Electric)	1	1-F
Calculator - Friden (Electric)	1	1-P
Calculator - Monroe (Electronic) S/N H049487	1	1-G
Calculator - Monroe (Electronic) S/N M276544	1	Needs Repair
Calculator - Sinper (Electronic) S/N 22403	1	1-G
Radio Base Station - 153.155 Freq.	2	2-G
Motorola MX 320 Portable Radio - 153.155 Freq.	3	3-G
Motorola MX 320 Portable Radio - 468.6125 Freq.	6	6-G
Motorola 6 Station Radio Charger	1	1-G
Radio Holders - Portable	5	5-G
Craig Scanner	1	1-F
Typewriter - Underwood (Manual) S/N 15-9344625	1	1-Poor
Typewriter - IBM (Electric) S/N 7023898	1	1-G

*G-Good, F-Fair, P-Poor, J-Junk.

EXHIBIT C

ASSUMPTION AGREEMENT

THIS AGREEMENT dated as of _____, 1987, by and between CYCLOPS CORPORATION ("Cyclops"), a Pennsylvania Corporation and KING RIVER LIMITED, INC. ("King River"), an Ohio Corporation.

Cyclops and King River have entered into a Purchase Agreement ("Purchase Agreement") dated December 29, 1986 providing for the sale to King River by Cyclops of the Property (as defined in the Purchase Agreement). The sale of such Property will take place simultaneously with the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the sale to King River by Cyclops pursuant to the terms and conditions of the Purchase Agreement and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by Cyclops and King River, the parties hereto agree as follows:

1. Except to the extent not assignable by their terms without consent, Cyclops hereby sells, assigns, transfers, conveys, delivers and sets over to King River, its successors and assignees, forever, all right, title and interest of Cyclops in, to and under (a) the Joint Use Contract (Raw Water) dated November 21, 1980 between Cyclops and New Boston Coke Corporation, an Ohio corporation ("New Boston"), and (b) such other contracts, agreements, permits, easements and licenses as are listed in Schedule 1 hereto (the items described in items a and b of this paragraph are hereinafter collectively referred to as the "Commitments").

2. Any of the Commitments referred to in Schedule 1 hereto not assignable by their terms without consent shall be deemed assigned pursuant hereto on such date as the necessary consent to each such assignment is obtained.

3. King River assumes and agrees to pay, perform and discharge all the terms, conditions, covenants and obligations of the Commitments assigned or to be assigned to King River pursuant to paragraphs 1 and 2 above and agrees to indemnify Cyclops against and hold it harmless from any claim, liability, loss, damage or cost resulting from King River's performance or failure to perform the Commitments so assumed pursuant to this paragraph 3.

4. King River assumes and agrees to pay, perform and discharge all other obligations and liabilities of Cyclops which shall accrue with respect to the Property (as defined in the Purchase Agreement), including without limitation any and all environmental liabilities, and agrees to indemnify Cyclops from any claim, liability, loss, damage or cost resulting from the obligations and liabilities so assumed pursuant to this paragraph 4.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

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

Attest:

CYCLOPS CORPORATION

_____
Assistant Secretary

By_____
President

Attest:

KING RIVER LIMITED, INC.

_____
Secretary

By_____
President

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SCHEDULE 1

CONTRACTS - UTILITY SERVICE

1. Agreement between Empire-Detroit Steel Division of Cyclops Corporation and Ohio Power Company for provision of electrical power to Substation No. 2 (for less than one year from May 30, 1980), undated.

2. Agreement between Empire-Detroit Steel Division of Cyclops Corporation and Village of New Boston, Ohio for acceptance of pre-treated sanitary and wash waters, dated December 19, 1978.

3. Agreement between Detroit Steel Corporation and The Baltimore and Ohio Railway for provision of sidetrack service, dated August 31, 1970.

4. Agreement between Empire-Detroit Steel Division of Cyclops Corporation and Columbia Gas of Ohio, Inc., for provision of natural gas service, dated October 28, 1975. (Subject to prior assignment to and assumption by New Boston Coke Corporation.)

5. Agreement between Detroit Steel Corporation and The City of Portsmouth, Ohio for provision of water service, dated July 1, 1980. (Subject to prior assignment to and assumption by New Boston Coke Corporation.)

6. Joint Use Contract (Raw Water) between Cyclops Corporation and New Boston Coke Corporation, dated November 21, 1980.

PERMITS AND LICENSES

Environmental

Permits issued by Ohio Environmental Protection Agency for Empire-Detroit Steel Division of Cyclops Corporation, No. D012*AD (amended to No. D012*BD) for discharges through Outfall Nos. 001, 002, 003 and 004.

Underground Conduits

1. License from The Baltimore and Ohio Railroad Company to Detroit Steel Corporation for underground conduits and cables, dated February 24, 1961.

2. License from The Baltimore and Ohio Railroad Company to Portsmouth Steel Corporation for above ground and underground concrete culvert, water and oxygen pipes and concrete sewer, dated July 1, 1946.

3. License from The Baltimore and Ohio Southwestern Railroad Company to Whitaker-Glesner Company for a concrete culvert, dated March 17, 1917.

EASEMENTS AND RIGHTS-OF-WAY

1. Easement from Norfolk and Western Railway Company to Detroit Steel Corporation for a water pipe and river water intake facilities, dated July 1, 1960.

2. Agreement between Detroit Steel Corporation and The Baltimore and Ohio Railroad Company for description of common boundary line, quit

claim conveyance of certain premises to the railroad, a reservation of rights regarding an underpass and drain, electric power lines and other lines, a 20-inch water main and valve pits, pit containing valves, screens and other facilities, the "Old Munn's Run Culvert" and a water main, and other facilities, dated November 9, 1964. (Subject to prior assignment to and assumption by New Boston Coke Corporation.)

3. Easement (a) reserved and retained or (b) granted in Warranty Deed from Cyclops Corporation to New Boston Coke Corporation for roadways, railroad tracks, utilities and overhead crane, dated November 21, 1980.

4. Easements and rights-of-way of record in Scioto County, Ohio and itemized on Exhibit B to the Purchase Agreement between Cyclops Corporation and American Buckeye Development Corporation, dated November 21, 1980.

EXHIBIT D

BILL OF SALE

FOR VALUE RECEIVED, CYCLOPS CORPORATION, a Pennsylvania corporation (herein called "Cyclops"), hereby grants, bargains, sells, transfers, conveys, assigns and delivers to KING RIVER LTD., INC., an Ohio corporation (herein called "King River"), the property described on the Schedule I attached hereto and incorporated herein ("ASSETS").

TO HAVE AND TO HOLD the same unto King River, its successors and assigns, forever.

Cyclops, for itself, its successors and assigns, hereby represents and warrants to King River, its successors and assigns, that it is the true and lawful owner of the ASSETS; that it has full power to sell and convey the ASSETS; and that the title being conveyed is free, clear and unencumbered.

DISCLAIMER

King River has inspected the ASSETS and accepts the same in their present condition, as is, where is, and with all faults. Cyclops makes no warranties, whether written, express or implied, as to the condition, merchantability, suitability for any intended usage, durability or operability of the ASSETS or any portion thereof.

It is expressly understood and agreed that no promises, provisions, terms or warranties, express or implied, other than herein set forth, shall be binding on Cyclops.

IN WITNESS WHEREOF, Cyclops causes its corporate name to be subscribed and its corporate seal to be affixed this _____ day of _____, 1987.

ATTEST: CYCLOPS CORPORATION

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_____ By: _____

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ALLEGHENY

Before me, a Notary Public, in and for said county, personally appeared _____, known to me to be the person who, as _____ of Cyclops Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation; that he was duly authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation. In testimony whereof, I have hereunto subscribed my name, and affixed my official seal at Pittsburgh, Pennsylvania this _____ day of _____, 1987.

_____

Notary Public

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AGREEMENT

THIS AGREEMENT, made and concluded at Portsmouth, Ohio this 29th day of December, 1986, by and between Cyclops Corporation (hereinafter called Seller) and King River Limited, Inc. (hereinafter called Buyer).

W I T N E S S E T H:

1. Purchase. Buyer hereby agrees to buy and Seller, subject to the terms and conditions of this Agreement and against delivery of the purchase price in the manner and amount provided in paragraph 2 hereof and assumption of the contractual obligations referred to in paragraph 3 hereof, hereby agrees to sell the real property described on Exhibit "A" and the personal property described on Exhibit "B", all situated in the State of Ohio, County of Scioto and Village of New Boston, together with all buildings, appurtenances, easements, rights, permits, licenses, furniture, fixtures or equipment situated thereon or attached thereto together with all of Buyer's rights of ingress, egress or access (hereinafter collectively called the "Property"). Buyer has thoroughly inspected and is familiar with the Property and ACKNOWLEDGES THAT IT IS PURCHASING THE PROPERTY "AS IS-WITH ALL FAULTS" AND "WHERE IS" AND THAT SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE OF ANY OF THE PROPERTY, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE PROPERTY EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.

2. Purchase Price. The purchase price for the Property shall be the sum of $1,750,000.00 payable as follows: $100,000.00 paid in cash at the time of execution of this Agreement, receipt whereof is hereby acknowledged by Seller, and the sum of $1,650,000.00 payable in cash at the time of closing. In the event the closing, as provided for in paragraph 4 of this Agreement, does not take place on or before February 27, 1987, Seller shall retain the $100,000.00 payment of even date herewith, as liquidated damages, unless Seller is solely responsible for the failure of the closing to take place.

3. Assumption of Joint Use and Other Contracts and Obligations. Buyer agrees to assume, perform and hold Seller harmless from any and all of its obligations under the Joint Use Contract (raw water) and Joint Use Contract (electrical power) each dated November 21, 1980 between Seller and New Boston Coke Corporation, an Ohio Corporation, and under such other contracts, agreements, permits, easements and licenses as are listed in Schedule 1 to the Assumption Agreement referred to in paragraph 4 of this Agreement.

4. Closing and Possession. The sale of the Property shall be closed at a time and place to be agreed upon as being mutually convenient to the parties, provided however that the sale shall in no event be closed at any time later than 1:00 p.m., February 27, 1987. In the event the parties fail to provide for a time and place of closing by mutual agreement, the closing shall take place at 200 Bank One Plaza, Portsmouth, Ohio at 1:00 p.m., February 27, 1987. At closing, Buyer shall deliver to Seller the balance of the purchase price owing hereunder in cash, or other immediately usable funds, less any deductions authorized herein, and

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an executed Assumption Agreement substantially in the form of Exhibit "C" pursuant to which Buyer assumes certain contractual obligations of Seller as referred to in paragraph 3 of this Agreement, and Seller shall deliver to Buyer a good and sufficient warranty deed to the Property conveying fee simple title to the real Property portion of the Property free of liens and encumbrances, except as indicated on the Title Commitment accepted by Buyer and agreed to by Seller. Seller shall deliver a Bill of Sale (without warranty except as to title) for the personal Property portion of the Property in the form attached as Exhibit "D". Buyer shall be entitled to possession from and after the date of closing.

5. Taxes. In consideration of the sale of the Property by Seller, Buyer assumes and agrees to pay, and to hold Seller harmless from, all real property taxes and assessments for the entire year of 1984 and subsequent years and this assumption and agreement shall survive the closing. On or before December 31, 1986, Buyer shall present evidence satisfactory to Seller that all real estate taxes for taxable years 1984 and 1985 have been settled and paid in full, or secured to be paid, and Buyer shall assume and agree to pay taxes for taxable year 1986 and subsequent years.

6. Lease Purchase Agreement. The parties acknowledge the Lease Agreement with Option to Purchase executed between Seller and Buyer and dated May 4, 1984 (the "Lease Purchase Agreement"). It is further understood and agreed that the Lease Purchase Agreement shall be deemed automatically

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cancelled by transfer of title to the Property at closing, and that upon request of either party, a mutual release terminating the Lease Purchase Agreement shall be executed at closing. Notwithstanding termination of the Lease Purchase Agreement, Section 7(d) of the Lease Purchase Agreement shall survive said termination and the closing of this transaction and shall remain in full force and effect, and, as provided therein, Buyer shall dispose of, or cause to be disposed of, all transformers containing PCB's located on the Property in a manner that complies with all applicable laws and regulations and will defend, indemnify and hold Seller harmless against any liability relating to said transformers.

7. Deductions. At closing, Buyer shall be entitled to deduct from the purchase price Scioto County, Ohio Auditor's conveyance fee, and the balance, up to a maximum of $1,000.00, needed to discharge any lien or encumbrance, which shall be revealed by any title commitment which Buyer may obtain in accord with paragraph 8 of this Agreement.

8. Title. For the Property to be conveyed hereunder, Buyer agrees, at its cost and expense, to obtain and pay for an Owners Commitment for Title Insurance from Lawyers Title Insurance Corporation. Buyer shall accept such Title Commitment so long as said Title Insurance Company agrees to insure Title subject only to exceptions for real estate taxes and easements of record acceptable to Buyer. If Title to the Property to be conveyed is defective or

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unmerchantable or if any part thereof is subject to liens or encumbrances, or easements, conditions or restrictions other than those excepted above, Seller shall have a reasonable time not to exceed thirty (30) days after written notice thereof by Buyer, within which to remedy or remove such defect, lien, encumbrance, condition, easement or restriction. If Seller is unable to remedy or remove such defect, encumbrance, lien, easement, condition or restriction within said thirty (30) day period, Buyer may, within a reasonable time thereafter, not to exceed thirty (30) days, elect to purchase the Property notwithstanding such defect, or to terminate this Agreement. It is agreed that merchantability of Title shall be determined in accord with the standards of title examination as adopted by the Ohio State Bar Association.

9. Technical Assistance. Pending and up to the closing, but not thereafter, Seller agrees, at its expense, to continue to provide technical assistance to Buyer in connection with Buyer's use and occupancy of the Property, through Seller's employees, to the extent reasonably available.

10. Commission. Seller and Buyer mutually acknowledged that no broker, finder or other third party has been involved in this transaction and that no third party is entitled to a commission or finder's fee by reason of the making or performance of this Agreement. Buyer and Seller each shall indemnify and hold the other harmless from any

such commission or fee claimed by any person or entity by reason of any act or omission of the indemnifying party.

11. Survey. Buyer may, at Buyer's option, and at Buyer's sole cost and expense, cause a field survey satisfactory to Buyer to be made of the Property showing the area, dimensions and locations of the Property, the location of all public utilities including water, sewer, electric and natural gas utilities available to the Property, the location of all recorded easements against or appurtenant to the Property, the location of all improvements and encroachments and such other matters as any such survey may disclose. In the event Buyer elects to cause such a survey to be conducted, Buyer shall have the right to cause the Property to be conveyed utilizing a legal description prepared pursuant to such survey, in lieu of the description contained on Exhibit "A" hereto; however, unless Buyer shall elect to cause a survey to be conducted in accord with this paragraph, the Property shall be conveyed using the Property description set forth on Exhibit "A" hereto.

12. Entire Agreement. This Agreement embodies the entire agreement between the parties and shall not be modified, changed or altered in any respect except in a writing executed in the same manner as this agreement between the parties.

13. Choice of Law. This Agreement shall be construed, interpreted and enforced in accord with the laws of the State of Ohio.

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14. Environmental Matters. Seller hereby makes the following representations and warranties (which representations and warranties Seller believes to be true in all respects as of the date hereof) and agrees as follows, which representations, warranties and agreement shall not be cancelled by performance under this Agreement, but shall survive the closing of this transaction and the delivery of Seller's deed, and Seller's delivery of its deed to the Property at the closing shall constitute its reaffirmation of the following representations, warranties and agreements as of the closing date: To the best of Seller's knowledge, the Property does not concurrently contain, nor is it contaminated by, any hazardous or toxic waste materials in violation of any applicable environmental law or regulation, including, but not limited to Section 103 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC S9601 et seq., or Chapter 3734 of the Ohio Revised Code; and to the best of Seller's knowledge, no "clean-up" (as the term "clean-up" is used in applicable environmental laws) of the Property need occur pursuant to any applicable federal or state environmental laws or regulations, which could give rise to (i) liability on the part of Buyer to reimburse any governmental authority for the costs of such clean-up, or (ii) a lien or encumbrance on the Property. By accepting Seller's delivery of its deed to the Property at the closing, Buyer, for itself, its successors, personal representatives and assigns, agrees that it alone, and not Seller, shall be liable to pay for any such damages, reimbursements, restorations, liens or encumbrances which might arise under current or future law because of the future discovery of such contaminants on the Property from whatever cause, unless the existence of such contamination is actually now known to the

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officers of Seller in contravention of the representations and warranties made herein, and Buyer further agrees that Buyer shall defend and hold Seller harmless from and against any such claims whatsoever, and Buyer's agreement so to defend and hold Seller harmless shall survive the closing and delivery of Seller's deed to Buyer.

15. Parties Bound. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

16. Notices. Any notice required or permitted under this Agreement shall be deemed to have been regularly given or served if deposited in United States mail, certified mail return receipt requested, postage prepaid, addressed as follows:

(a) If to Seller, c/o James F. Will, President, 650 Washington Road, Pittsburgh, Pennsylvania 15228.

(b) If to Buyer, c/o Lester Wiles, P.O. Box 3188, New Boston, Ohio 45662.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this Agreement in multiple copies, each of which shall be deemed an original, as of this day and year first above written.

Signed in the presence of:

Joseph W. Hungate

Joseph W. Hungate

CYCLOPS CORPORATION

By: James F. Will
James F. Will, President

KING RIVER LIMITED, INC.

By: Lester Wiles
Lester Wiles, President

EXHIBIT A

DESCRIPTION OF THE PREMISES

Situate in the Village of New Boston and City of Portsmouth, County of Scioto and State of Ohio, to-wit:

TRACT ONE: Situate in Sections 11 and 12, T-1-N, R-21-W, and in the lakeside Addition in the Village of New Boston, Scioto County, Ohio, and being part of Parcel Numbers 1, 7, 8, and 12 and all of Parcel Numbers 9, 10 and 14 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, page 589 of the Scioto County Deed Records, and part of a 0.037 acre portion of Taylor Avenue vacated by the Village of New Boston in Ordinance 2819, dated November 6, 1980, and recorded in Volume 739, page 349 of the Scioto County Deed Records, and also part of Taylor Avenue vacated by the Scioto County Court of Common Pleas in a Journal Entry dated October 10, 1916, and recorded in Volume 118, page 305 of the Scioto County Deed Records, and being more particularly bounded and described as follows:

Beginning at the intersection of the southerly right-of-way line of Grace Street and the easterly right-of-way line of West Avenue; thence, along said right-of-way line of West Avenue, North 22 deg. 53'23" West, a distance of 16.41 feet to an iron pin; thence, parallel with said right of-way line of Grace Street and 16.00 feet at right angles therefrom, North 54 deg. 12'19" East, a distance of 1,960.58 feet to an iron pin on the easterly right-of-way line of Vine Street; thence, along said right-of-way line of Vine Street, North 37 deg. 53'35" West, a distance of 169.24 feet to an iron pin on the southerly right-of-way line of a 17.00 foot alley; thence, along said right-of-way line of the alley, North 52 deg. 08'15" East, a distance of 617.00 feet to an iron pin on the east line of Lot 297 (extended) in Yorktown Addition to the Village of New Boston as shown on the plat of said addition recorded in Volume 2, page 55 of the Scioto County Plat Records; thence, along said east line of Lot 297, North 37 deg. 49' 24" West, a distance of 142.25 feet to an iron pin on the southerly right-of-way line of Stanton Avenue (now partially vacated) and also being the northeast corner of Lot 297; thence, along said right-of-way line of Stanton Avenue, North 52 deg. 12'05" East, a distance of 620.00 feet to an iron pin on the east line of Lot 341 (extended) in the aforementioned Yorktown Addition; thence, along said east line of Lot 341, North 37 deg. 45' 18" West, a distance of 183.92 feet to an iron pin on the southerly right-of-way line of a 17.00 foot alley and also being the northeast corner of Lot 341; thence, along said right-of-way line of the alley, North 52 deg. 03'15" East, a distance of 313.00 feet to an iron pin on the property line between Cyclops Corporation and Ohio Power Company; thence, with the following five calls along the property line between Cyclops Corporation and Ohio Power Company: South 50 deg. 01'30" East, a distance of 645.79 feet to an iron pin; South 89 deg. 02'19" East, a distance of 689.76 feet to an iron pin; North 72 deg. 28' 24" East, a distance of 151.74 feet to an iron pin; North 53 deg. 59' 07" East, a distance of 233.00 feet to an iron pin, and North 32 deg. 03' 03" East, a distance of 376.38 feet to an iron pin at a common corner to Cyclops Corporation, Ohio Power Company and the Village of New Boston; thence, with the following four calls along the property line between Cyclops

Corporation and the Village of New Boston: North 1 deg. 10'05" East, a distance of 70.00 feet to an iron pin; South 88 deg. 45' 40" East, a distance of 257.97 feet to an iron pin; North 0 deg. 24' 48" East, a distance of 64.04 feet to an iron pin, and North 24 deg. 28' 16" West, a distance of 49.50 feet to an iron pin at the northwest corner of Lot 48 in Lakeside Addition to the Village of New Boston as shown on the plat of said addition recorded in Volume 2A, page 133 of the Scioto County Plat records; thence along said north line of Lot 48, South 85 deg. 28' 00" East, a distance of 225.62 feet to an iron pin on the westerly right-of-way line of Taylor Avenue and also being the northeast corner of Lot 48; thence, along said right-of-way line of Taylor Avenue, South 0 deg. 51' 02" East, a distance of 26.00 feet to a railroad spike on the north line of the aforementioned 0.037 acre portion of Taylor Avenue vacated by Ordinance 2819; thence, along said north line and north line extended, North 89 deg. 08' 58" East, a distance of 50.00 feet to a railraod spike on the west line of Lot 127 in Idlewild Addition to the Village of New Boston as shown on the plat of said addition recorded in Volume 2A, page 179 of the Scioto County Plat Records; thence, along said west line of Lot 127, South 0 deg. 51' 02" East, a distance of 24.91 feet to a railroad spike at the southwest corner of Lot 127; thence, along the south line of Lots 127 and 120 in said addition, North 84 deg. 02' 58" East, a distance of 203.39 feet to an iron pin at the southeast corner of Lot 120; thence, along the east line of Lots 120 and 121 in said addition, North 5 deg. 57' 02" West, a distance of 59.54 feet to an iron pin; thence, North 83 deg. 53' 40" East, a distance of 154.03 feet to a railroad spike, thence, North 6 deg. 02' 16" West, a distance of 60.05 feet to an iron pin on the southerly right-of-way line of United States Route 52; thence, with the following eight calls along said right-of-way line of United States Route 52: North 84 deg. 02' 58" East, a distance of 623.97 feet to an iron pin, with a curve to the right having a radius of 11,421.99 feet and a central angle of 1 deg. 40' 00" (long chord bears North 84 deg. 51' 46" East, 332.24 feet) to an iron pin; North 85 deg. 36' 42" East, a distance of 115.30 feet to an iron pin; North 85 deg. 41' 46" East, a distance of 205.98 feet to an iron pin; North 85 deg. 10' 54" East, a distance of 207.69 feet to a concrete monument; South 69 deg. 32' 43" East, a distance of 40.61 feet to an iron pin; South 18 deg. 26' 22" East, a distance of 99.55 feet to an iron pin and North 78 deg. 40' 51" East, a distance of 18.89 feet to an iron pin on the easterly right-of-way line of a thirty foot easement commonly known as River Avenue, also being the corporation line between the Village of New Boston and the City of Portsmouth; thence, along said right-of-way line of River Avenue and said corporation line, South 10 deg. 21' 20" East, a distance of 103.40 feet to an iron pin; thence, North 85 deg. 21' 20" West a distance of 69.00 feet to an iron pin; thence, South 88 deg. 38' 40" West, a distance of 123.00 feet to an iron pin; thence, South 85 deg. 46' 51" West, a distance of 62.79 feet to an iron pin; thence, South 10 deg. 10' 06" East, a distance of 205.47 feet to an iron pin; thence, South 69 deg. 47' 12" West, a distance of 2,225.25 feet to a concrete monument; thence South 20 deg. 25' 55" East, a distance of 382.91 feet to a concrete monument on the northerly right-of-way line of the Baltimore and Ohio Railroad; thence, with the following five calls along said right-of-way line of the railroad as agreed upon in an agreement between the Baltimore and Ohio Railroad and Detroit Steel Corporation dated November 9, 1964, and recorded in Volume 4, page 611 of the Scioto County Agreement Records: South 69 deg. 34' 05" West, a distance of 1,507.54 feet to an iron pin; South 70 deg. 05' 43" West, a distance of 674.35 feet to an iron pin; South 69 deg. 59' 35" West, a distance

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of 26.00 feet to an iron pin; South 69 deg. 59' 19" West, a distance of 798.42 feet to an iron pin, and South 64 deg. 18' 46" West, a distance of 73.99 feet to an iron pin on the existing northerly right-of-way line of the Baltimore and Ohio Railroad; thence with the following four calls along said existing right-of-way line of the railroad: South 68 deg. 38' 38" West, a distance of 220.41 feet to an iron pin; South 69 deg. 25' 37" West, a distance of 410.50 feet to an iron pin; South 69 deg. 43' 08" West, a distance of 233.33 feet to an iron pin, and South 70 deg. 00' 37" West, a distance of 758.71 feet to an iron pin on the easterly right-of-way line of the aforementioned West Avenue; thence, along said right-of-way line of West Avenue, north 22 deg. 53' 22" West, a distance of 212.41 feet to the original place of beginning, containing 131.436 acres, more or less.

SAVE AND EXCEPTING from the above described premises a 2.378 acre tract, being Tract Number Three in a deed from Cyclops Corporation to New Boston Coke Corporation dated November 21, 1980, and recorded in Volume 739, page 750 of the Scioto County Deed Records, leaving after said exception 129.058 acres, more or less, and subject to all legal easements or rights-of-way.

ALSO SAVE AND EXCEPTING from the above premises a 0.534 acre tract conveyed by deed from Cyclops Corporation to the Village of New Boston dated October 14, 1982 and recorded in Deed Book Volume 756, at page 223, leaving after said exception 128.424 acres, more or less, and subject to all legal easement or rights-of-way.

TRACT TWO: Situate in Section 12, T-1-N, R-21-W, Village of New Boston, Scioto County, Ohio, and being all of Parcel Number 15 in deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, page 589 of the Scioto County Deed Records, and being more particularly bounded and described as follows:

BEGINNING at a railroad spike at the intersection of the westerly right-of-way line of Taylor Avenue and the north line of Lot 48 in Lakeside Addition to the Village of New Boston; thence, along the north line of said Lot 48, North 85 deg. 28' 00" West, a distance of 225.62 feet; thence, North 24 deg. 28' 16" West, a distance of 33.57 feet to a railroad spike on the southerly right-of-way line of United States Route 52 (Rhodes Avenue) passing a railroad spike at 18.29 feet; thence, along the right-of-way of said Route 52, the following three calls: North 62 deg. 48' 21" East, a distance of 14.87 feet to a railroad spike; North 79 deg. 54' 27" East, a distance of 198.59 feet to a railroad spike, and South 52 deg. 06' 58" East, a distance of 36.84 feet to a railroad spike on the aforementioned westerly right-of-way of Taylor Avenue; thence, along said right-of-way of Taylor Avenue, South 0 deg. 51' 02" East, a distance of 67.37 feet to the original place of beginning, passing a railroad spike at 51.30 feet, containing 0.338 acres, more or less, and subject to all legal easements or rights-of-way.

TRACT THREE: Situate in Section 11, T-1-N, R-21-W, Village of New Boston, Scioto County, Ohio, and being all of Parcel Number 5 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, page 589 of the Scioto County Deed Records and being more particularly bounded and described as follows:

BEGINNING at a concrete monument on the southerly right-of-way of the Norfolk and Western Railroad at the northeast corner of Harry King Lowman's 16.71 acre tract as recorded in Tract Two, Volume 684, page 418 of the Scioto County Deed Records; thence along said right-of-way with the following three calls: (1) North 69 deg. 59' 29" East, a distance of 300.00 feet to an iron pin; (2) North 72 deg. 02' 56" East, a distance of 481.00 feet to an iron pin; (3) North 69 deg. 32' 29" East, a distance of 831.48 feet to an iron pin; thence South 26 deg. 07' 31" East a distance of 239.20 feet to the former low water mark of the Ohio River and passing an iron pin at 35.00 feet; thence, along the former low water mark, South 63 deg. 57' 06" West, a distance of 1646.78 feet to the southeast corner of the aforementioned Lowman tract; thence, along Lowman's east line, North 20 deg. 00' 31" West, a distance of 421.85 feet to the original place of beginning and passing a concrete monument at 155.22 feet, containing 12.164 acres, more or less, of which 6.469 acres, more or less, is in the Ohio River. Subject to all legal easements or right-of-ways.

All of the above described tracts being subject to all easements, agreements, leases, highways and restrictions of record, including without limitation, each and all of the easements of right-of-ways conveyed by deed from Cyclops Corporation to New Boston Coke Corporation, dated November 21, 1980, and recorded in Volume 739, page 750 of the Scioto County Deed Records.

Tracts One, Two and Three having been surveyed on December 9, 1980, by Timothy A. Thoroughman, Registered Surveyor No. 5589.

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B

EXHIBIT B
SCHEDULE

[illegible] DIVISION
Portsmouth Plant

B

MAIN GATE OFFICE
FURNITURE AND EQUIPMENT

Furniture and/or Equipment	Total Number	*Condition
Air Conditioners - Window	7	3-G, 2-F, 1-F, 1-J
Book Cases	7	6-G, 1-F
Chairs:		
Straight - With Arms	35	5-G, 30-F
Straight - Without Arms	7	7-G
Swivel - With Arms	8	5-G, 2-F, 1-P
Swivel - Without Arms	4	3-G, 1-F
Desks:		
Regular	7	4-G, 3-F
Regular - Large	2	2-G
Roll Type	1	1-F
Typing	2	2-G
Files:		
5 Drawer - Letter	1	1-G
4 Drawer - Legal	5	3-G, 2-F
4 Drawer - Letter	24	22-G, 2-J
3 Drawer - Letter	2	2-F
2 Drawer - Legal	3	3-G
2 Drawer - Letter	2	1-G, 1-F
Tables:		
Regular	5	3-G, 2-F
Regular - Desk Type	1	1-G
Other	4	1-G, 2-F, 1-J

*G-Good, F-Fair, P-Poor, J-Junk

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Furniture and/or Equipment	Total Number	*Condition
Blue Print Rack	26	26-G
Bulletin Board	2	2-G
Cabinets - Storage - Large	6	3-G, 3-F
" " - Medium	2	2-F
" " - Small	12	2-G, 8-F, 2-P
Card Files	76	2-G, 69-F, 5-P
Check Signer (Burroughs)	1	1-F
Coat Racks	4	2-G, 1-F, 1-P
Coffee Table	1	1-F
Couch	1	1-G
Ditto Machine	1	1-F
Fire Extinguisher	2	2-G
Floor Scrubber	1	1-J
Gate Control Box	1	1-G
Hall Tree	2	2-G
Heaters - 110 Volts	12	11-F, 1-P
" - 220 Volts	8	5-G, 3-F
Hot Water Tank	1	1-F
Key Holder	1	1-G
Ladder	2	2-F
Ladder - Step	1	1-F
Letter Tray	20	20-F

*G-Good, F-Fair, P-Poor, J-Junk

Furniture and/or Equipment	Total Number	*Condition
Lockers	25	25-F
Mirror	2	2-F
Paper Cutter	1	1-G
Picture - Large	1	1-G
" - Small	7	7-G
Scale Controls - Streeter Amet	1	1-G
Scale Printer - 890 Hecon	1	1-G
Scales - Mail	1	1-G
Shelving	16	16-F
Shelving - Metal	1	1-G
Smoking Stand	3	2-G, 1-P
Stool	1	1-P
Stool - Ladder	1	1-F
Stool - Step	1	1-F
Telephone Cabinet	1	1-P
Wall Clock	3	3-G
Waste Cans	19	17-F, 2-P
Water Fountain	2	1-G, 1-F

*G-Good, F-Fair, P-Poor, J-Junk

B

Furniture and/or Equipment	Total Number	*Condition
Adding Machine (Underwood) (Electric)	1	1-P
Calculator - Friden (Electric)	1	1-P
Calculator - Monroe (Electronic) S/N H049487	1	1-G
Calculator - Monroe (Electronic) S/N M276544	1	Needs Repair
Calculator - Singer (Electronic) S/N 22403	1	1-G
Radio Base Station - 153.155 Freq.	2	2-G
Motorola MX 320 Portable Radio - 153.155 Freq.	3	3-G
Motorola MX 320 Portable Radio - 468.6125 Freq.	6	6-G
Motorola 6 Station Radio Charger	1	1-G
Radio Holders - Portable	5	5-G
Craig Scanner	1	1-F
Typewriter - Underwood (Manual) S/N 15-9344625	1	1-Poor
Typewriter - IBM (Electric) S/N 7023898	1	1-G

*G-Good, F-Fair, P-Poor, J-Junk

2/7/84

EXHIBIT C

ASSUMPTION AGREEMENT

THIS AGREEMENT dated as of _____, 1987, by and between CYCLOPS CORPORATION ("Cyclops"), a Pennsylvania Corporation and KING RIVER LIMITED, INC. ("King River"), an Ohio Corporation.

Cyclops and King River have entered into a Purchase Agreement ("Purchase Agreement") dated December 29, 1986 providing for the sale to King River by Cyclops of the Property (as defined in the Purchase Agreement). The sale of such Property will take place simultaneously with the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the sale to King River by Cyclops pursuant to the terms and conditions of the Purchase Agreement and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by Cyclops and King River, the parties hereto agree as follows:

1. Except to the extent not assignable by their terms without consent, Cyclops hereby sells, assigns, transfers, conveys, delivers and sets over to King River, its successors and assignees, forever, all right, title and interest of Cyclops in, to and under (a) the Joint Use Contract (Raw Water) dated November 21, 1980 between Cyclops and New Boston Coke Corporation, an Ohio corporation ("New Boston"), and (b) such other contracts, agreements, permits, easements and licenses as are listed in Schedule 1 hereto (the items described in items a and b of this paragraph are hereinafter collectively referred to as the "Commitments").

2. Any of the Commitments referred to in Schedule 1 hereto not assignable by their terms without consent shall be deemed assigned pursuant hereto on such date as the necessary consent to each such assignment is obtained.

3. King River assumes and agrees to pay, perform and discharge all the terms, conditions, covenants and obligations of the Commitments assigned or to be assigned to King River pursuant to paragraphs 1 and 2 above and agrees to indemnify Cyclops against and hold it harmless from any claim, liability, loss, damage or cost resulting from King River's performance or failure to perform the Commitments so assumed pursuant to this paragraph 3.

4. King River assumes and agrees to pay, perform and discharge all other obligations and liabilities of Cyclops which shall accrue with respect to the Property (as defined in the Purchase Agreement), including without limitation any and all environmental liabilities, and agrees to indemnify Cyclops from any claim, liability, loss, damage or cost resulting from the obligations and liabilities so assumed pursuant to this paragraph 4.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

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

Attest: CYCLOPS CORPORATION

_____ By _____
Assistant Secretary President

Attest: KING RIVER LIMITED, INC.

_____ By _____
Secretary President

AK001045

SCHEDULE 1

CONTRACTS - UTILITY SERVICE

1. Agreement between Empire-Detroit Steel Division of Cyclops Corporation and Ohio Power Company for provision of electrical power to Substation No. 2 (for less than one year from May 30, 1980), undated.

2. Agreement between Empire-Detroit Steel Division of Cyclops Corporation and Village of New Boston, Ohio for acceptance of pre-treated sanitary and wash waters, dated December 19, 1978.

3. Agreement between Detroit Steel Corporation and The Baltimore and Ohio Railway for provision of sidetrack service, dated August 31, 1970.

4. Agreement between Empire-Detroit Steel Division of Cyclops Corporation and Columbia Gas of Ohio, Inc., for provision of natural gas service, dated October 28, 1975. (Subject to prior assignment to and assumption by New Boston Coke Corporation.)

5. Agreement between Detroit Steel Corporation and The City of Portsmouth, Ohio for provision of water service, dated July 1, 1980. (Subject to prior assignment to and assumption by New Boston Coke Corporation.)

6. Joint Use Contract (Raw Water) between Cyclops Corporation and New Boston Coke Corporation, dated November 21, 1980.

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EXHIBIT D

BILL OF SALE

FOR VALUE RECEIVED, CYCLOPS CORPORATION, a Pennsylvania corporation (herein called "Cyclops"), hereby grants, bargains, sells, transfers, conveys, assigns and delivers to KING RIVER LTD., INC., an Ohio corporation (herein called "King River"), the property described on the Schedule I attached hereto and incorporated herein ("ASSETS").

TO HAVE AND TO HOLD the same unto King River, its successors and assigns, forever.

Cyclops, for itself, its successors and assigns, hereby represents and warrants to King River, its successors and assigns, that it is the true and lawful owner of the ASSETS; that it has full power to sell and convey the ASSETS; and that the title being conveyed is free, clear and unencumbered.

DISCLAIMER

King River has inspected the ASSETS and accepts the same in their present condition, as is, where is, and with all faults. Cyclops makes no warranties, whether written, express or implied, as to the condition, merchantability, suitability for any intended usage, durability or operability of the ASSETS or any portion thereof.

It is expressly understood and agreed that no promises, provisions, terms or warranties, express or implied, other than herein set forth, shall be binding on Cyclops.

IN WITNESS WHEREOF, Cyclops causes its corporate name to be subscribed and its corporate seal to be affixed this ____ day of _____, 1987.

ATTEST: CYCLOPS CORPORATION

AK001047

_____ By: _____

PERMITS AND LICENSES

Environmental

Permits issued by Ohio Environmental Protection Agency for Empire-Detroit Steel Division of Cyclops Corporation, No. D012*AD (amended to No. D012*BD) for discharges through Outfall Nos. 001, 002, 003 and 004.

Underground Conduits

1. License from The Baltimore and Ohio Railroad Company to Detroit Steel Corporation for underground conduits and cables, dated February 24, 1961.

2. License from The Baltimore and Ohio Railroad Company to Portsmouth Steel Corporation for above ground and underground concrete culvert, water and oxygen pipes and concrete sewer, dated July 1, 1946.

3. License from The Baltimore and Ohio Southwestern Railroad Company to Whitaker-Glesner Company for a concrete culvert, dated March 17, 1917.

EASEMENTS AND RIGHTS-OF-WAY

1. Easement from Norfolk and Western Railway Company to Detroit Steel Corporation for a water pipe and river water intake facilities, dated July 1, 1960.

2. Agreement between Detroit Steel Corporation and The Baltimore and Ohio Railroad Company for description of common boundary line, quit

claim conveyance of certain premises to the railroad, a reservation of rights regarding an underpass and drain, electric power lines and other lines, a 20-inch water main and valve pits, pit containing valves, screens and other facilities, the "Old Munn's Run Culvert" and a water main, and other facilities, dated November 9, 1964. (Subject to prior assignment to and assumption by New Boston Coke Corporation.)

3. Easement (a) reserved and retained or (b) granted in Warranty Deed from Cyclops Corporation to New Boston Coke Corporation for roadways, railroad tracks, utilities and overhead crane, dated November 21, 1980.

4. Easements and rights-of-way of record in Scioto County, Ohio and itemized on Exhibit B to the Purchase Agreement between Cyclops Corporation and American Buckeye Development Corporation, dated November 21, 1980.

AB112080

Easements
3

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Cyclops Corporation, of Pittsburgh, Allegheny County, Pennsylvania, a Pennsylvania corporation, the GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, received to its full satisfaction of American Buckeye Development Corporation of New Boston, Scioto County, Ohio, an Ohio corporation, the GRANTEE, does GIVE, GRANT, BARGAIN, SELL and CONVEY, and with general warranty covenants, unto the said GRANTEE, its successors and assigns, the following described premises, situated in the Village of New Boston and the City of Portsmouth, Scioto County, Ohio, and more particularly described as follows:

Tract One

Situate in Sections 11 and 12, T-1-N, R-21-W, Village of New Boston, Scioto County, Ohio and being part of Parcel Numbers 1, 7 and 8, and all of Parcel Numbers 9, 10, and 14 in a deed from Detroit Steel Corporation to Cyclops Corporation, dated September 22, 1977, and recorded in Volume 698, Page 589 of the Scioto County Deed Records and being more particularly bound and described as follows:

Beginning at the intersection of the Southerly Right-of-way line of Grace Street and the Easterly Right-of-way Line of West Avenue, thence, along said right-of-way of West Avenue, North 22° 53' 23" West, a distance of 16.41 feet to an iron pin, thence, parallel with said right-of-way of Grace Street and 16.00 feet at right angles therefrom, North 54° 12' 19" East, a distance of 1,960.58 feet to an iron pin on the Easterly Right-of-way Line of Vine Street, thence, along said right-of-way of Vine Street, North 37° 53' 35" West, a distance of 169.24 feet to an iron pin on the Southerly Right-of-way Line of a 17.00 foot Alley, thence, along said right-of-way of the Alley, North 52° 08' 15" East, a distance of 617.00 feet to an iron pin on the East Line (extended) of Lot 297 in Yorktown Addition to the Village of New Boston as shown on the plat of said Addition as recorded in Volume 2, Page 55 of the Scioto County Plat Records, thence, along said East Line of Lot 297, North 37° 49' 24", a distance of 142.25 feet to an iron pin on the Southerly Right-of-way Line

of Stanton Avenue (vacated), and the Northeast Corner of Lot 297, thence, along said right-of-way of Stanton Avenue, North 52° 12' 05" East, a distance of 620.00 feet to an iron pin on the East Line (extended) of Lot 341 of the aforementioned Yorktown Addition, thence, along said East Line of Lot 341, North 37° 45' 18" West, a distance of 183.92 feet to an iron pin on the Southerly Right-of-way Line of a 17.00 foot Alley, and the Northeast Corner of Lot 341, thence, along said right-of-way of the Alley, North 52° 03' 15" East, a distance of 313.00 feet to an iron pin on the property line between Cyclops Corporation and Ohio Power Company, thence, with the following five calls along the property line between Cyclops Corporation and Ohio Power Company: South 50° 01' 30" East, a distance of 645.79 feet to an iron pin, South 89° 02' 19" East, a distance of 689.76 feet to an iron pin, North 72° 28' 24" East, a distance of 151.74 feet to an iron pin, North 53° 59' 07" East, a distance of 233.00 feet to an iron pin, and North 32° 03' 03" East, a distance of 376.38 feet to an iron pin, at a corner common to Cyclops Corporation, Ohio Power Company, and the Village of New Boston, thence, with the following four calls along the property line between Cyclops Corporation and the Village of New Boston: North 1° 10' 05" East, a distance of 70.00 to an iron pin, South 88° 45' 40" East, a distance of 257.97 feet to an iron pin, North 0° 24' 48" East, a distance of 64.04 feet to an iron pin and, North 24° 28' 16" West, a distance of 49.50 feet to an iron pin at the Northwest Corner of Lot 48 in Lakeside Addition to the Village of New Boston as shown on the plat of said Addition as recorded in Volume 2A, Page 133, of the Scioto County Plat Records, thence, along said North Line of Lot 48, South 85° 28' 00" East, a distance of 225.62 feet to an iron pin on the Westerly Right-of-way Line of Taylor Avenue, thence, along said right-of-way of Taylor Avenue, South 0° 51' 02" East, a distance of 56.17 feet to a railroad spike, and passing a railroad spike at the Northeast Corner of Lot 49 of said Lakeside Addition at 40.00 feet, thence, South 78° 15' 59" West, a distance of 155.78 feet to a railroad spike, thence, South 72° 13' 03" West, a distance of 247.55 feet to a railroad spike, thence, South 31° 33' 27" West, a distance of 198.76 feet to an iron pin, thence, North 88° 51' 29" East, a distance of 457.41 feet to an iron pin, thence, North 77° 00' 14" East, a distance of 96.90 feet to an iron pin, thence, North 11° 51' 21" West, a distance of 226.91 feet to a railroad spike, thence, North 89° 08' 58" East, a distance of 17.52 feet to a railroad spike on the East Line of the aforementioned Lakeside Addition and also being the West Line of Idlewild Addition to the Village of New Boston as shown on the plat of said addition as recorded in Volume 2A, Page 179 of the Scioto County Plat Records, thence, along said line between Lakeside Addition and Idlewild Addition, North 0° 51' 02" West, a distance of 29.09 feet to a railroad spike, thence, North 89° 08' 58" East, a distance of 20.00 feet to a railroad spike at the Southwest Corner of Lot 127 in said Idlewild Addition, thence, along the South Line of Lots 127 and 120, North 84° 02' 58" East, a distance of 203.39 feet to an iron pin at the Southeast Corner of Lot 120, thence, along the East Line of Lots 120 and 121, North 5° 57' 02" West, a distance of 59.54 feet to an iron pin, thence, North 83° 53' 40"

East, a distance of 154.03 feet to a railroad spike, thence, North 6° 02' 16" West, a distance of 60.05 feet to an iron pin on the Southerly right-of-way Line of United States Route 52, thence, with the following eight calls along said right-of-way United States Route 52: North 84° 02' 58" East, a distance of 623.97 feet to an iron pin, with a curve to the right having a radius of 11,421.99 feet and a central angle of 1° 40' 00", (long chard bears North 84° 51' 46" East, a distance of 332.24 feet) to an iron pin, North 85° 36' 42" East, a distance of 115.30 feet to an iron pin, North 85° 41' 46" East, a distance of 205.98 feet to an iron pin, North 85° 10' 54" East, a distance of 207.69 feet to a concrete monument, South 69° 32' 43" East, a distance of 40.61 feet to an iron pin, South 18° 26' 22" East, a distance of 99.55 feet to an iron pin, and North 78° 40' 51" East, a distance of 18.89 feet to an iron pin on the Easterly right-of-way Line of River Avenue, also being the Corporation Line between the Village of New Boston and the City of Portsmouth, thence, along said right-of-way of River Avenue and said Corporation line, South 10° 21' 20" West, a distance of 69.00 feet to an iron pin, thence, South 88° 38' 40" West, a distance of 123.00 feet to an iron pin, thence, South 85° 46' 51" West, a distance of 62.79 feet to an iron pin, thence, South 10° 10' 06" East, a distance of 205.47 feet to an iron pin, thence, South 69° 47' 12" West, a distance of 2,225.25 feet to a concrete monument, thence, South 20° 25' 55" East, a distance of 382.91 feet to a concrete monument on the Northerly Right-of-way Line of The Baltimore and Ohio Railroad, thence, along said right-of-way of the railroad as agreed upon in an Agreement between The Blatimore and Ohio Railroad and Detroit Steel Corporation dated November 9, 1964, and recorded in Volume 4, Page 611 of the Scioto County Agreement Records (designated as Common Boundary Line No. 1") with the following five calls along said "Common Boundary Line No. 1": South 69° 34' 05" West, a distance of 1,507.54 feet to an iron pin, South 70° 05' 43" West, a distance of 674.35 feet to an iron pin, South 69° 59' 19" West, a distance of 26.00 feet to an iron pin, South 69° 59' 19" West, a distance of 798.42 feet to an iron pin, and South 64° 18' 46" West, a distance of 73.99 feet to an iron pin on the existing Northerly Right-of-way Line of The Baltimore and Ohio Railroad, thence, with the following two calls along said existing right-of-way of the railroad: South 70° 23' 29" West, a distance of 649.56 feet to an iron pin, and South 69° 55' 20" West, a distance of 974.00 feet to an iron pin on the Westerly right-of-way of the aforementioned West Avenue, thence, along said right-of-way of West Avenue, North 22° 53' 23" West a distance of 198.95 feet to the ORIGINAL PLACE OF BEGINNING, containing 128.587 acres, more or less.

Tract Two

Situate in Section 12, T-1-N, R-21-W, Village of New Boston, Scioto County, Ohio and being all of Parcel Number 15 in a deed from Detroit Steel Corporation to Cyclops Corporation dated September 22, 1977, and recorded in Volume 698, Page 589 of the Scioto County Deed Records and being more particularly bound and described as follows:

Beginning at a railroad spike at the intersection of the Westerly Right-of-way line of Taylor Avenue and the Northerly Right-of-way Line of a 16.00 foot Alley, said railroad spike being North 0° 51' 02" West, 16.07 feet from a railroad spike at the Northeast Corner of Lot 48 in Lakeside

Addition to the Village of New Boston, thence, along the Northerly Right-of-way Line of said Alley, North 85° 28' 00" West, a distance of 232.98 feet to a railroad spike, thence, North 24° 28' 16" West, a distance of 15.28 feet to a railroad spike on the Southerly Right-of-way Line of United States Route 52 (Rhodes Avenue), thence, along the Right-of-way of said Route 52, the following three calls: North 62° 48' 21" East, a distance of 14.87 feet to a railroad spike, North 79° 54' 27" East, a distance of 198.59 feet to a railroad spike and, South 52° 06' 58" East, a distance of 36.84 feet to a railroad spike on the aforementioned Westerly Right-of-way of Taylor Avenue, thence along said right-of-way of Taylor Avenue, South 0° 51' 02" East, a distance of 51.30 feet to the ORIGINAL PLACE OF BEGINNING, containing 0.254 acres, more or less.

Tract Three

Situate in Section 12, T-1-N, R-21-W, Lakeside Addition to the Village of New Boston, Scioto County, Ohio and being part of Taylor Avenue in said Addition as shown on the plat of said Addition recorded in Volume 2A, Page 133, of the Scioto County Plat Records, and being more particularly bound and described as follows:

Beginning at a railroad spike on the Westerly Right-of-way Line of Taylor Avenue at the Northeast corner of Lot 49 in Lakeside Addition (now partially vacated) to the Village of New Boston, thence, along said right-of-way South 0° 51' 02" East, a distance of 40.00 feet to the Southeast Corner of said Lot 49 in said Addition, and passing a railroad spike at 16.17 feet, thence, North 89° 08' 58" East, a distance of 30.00 feet to a railroad spike on the East line of Lakeside Addition, thence, along said East Line, North 0° 51' 02" West, a distance of 54.00 feet to a railroad spike (to be set), thence, South 89° 08' 58" West, a distance of 30.00 feet to a railroad spike (to be set), on the aforementioned Westerly right-of-way, South 0° 51' 02" East, a distance of 14.00 feet to the ORIGINAL PLACE OF BEGINNING, containing 0.037 acres, more or less.

Tract Four

Situate in Section 12, T-1-N, R-21-W, Village of New Boston, Scioto County, Ohio, and being part of a 0.037 acre portion of Taylor Avenue vacated by the Village of New Boston by Ordinance 2819, dated November 6, 1980, and recorded in Volume 739, Page 349 of the Scioto County Deed Records, and also part of Taylor Avenue vacated by the Scioto County Court of Common Pleas Journal Entry, dated October 10, 1916, and recorded in Volume 118, Page 305 of the Scioto County Deed Records, and being more particularly bound and described as follows:

Beginning at a railroad spike on the Easterly Right-of-way Line of Taylor Avenue at the Southwest Corner of Lot 127 in Idlewild Addition, (now partially vacated) to the Village of New Boston as shown

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on the plat of said Addition as recorded in Volume 2A, Page 179 of the Scioto County Plat Records, thence, South 89° 08' 58" West, a distance of 35.00 feet passing a railroad spike on the line between Idlewild Addition and Lakeside Addition (recorded in Volume 2A, Page 133 of the Scioto County Plat Records) to the Village of New Boston at 20.00 feet, thence, North 0° 51' 02" West, a distance of 24.91 feet of the North Line of the aforementioned 0.037 acre portion of Taylor Avenue vacated by Ordinance 2819, thence, along said north line and north line extended, North 89° 08' 58" East, a distance of 35.00 feet to a railroad spike, and passing the aforementioned line between Idlewild Addition and Lakeside Addition at 15.00 feet, thence, South 0° 51' 02" East, a distance of 24.91 feet to the ORIGINAL PLACE OF BEGINNING, containing 0.020 acres, more or less.

Tract Five

Situated in the City of New Boston (formerly the Village of New Boston) Scioto County, Ohio and being more particularly bound and described as follows:

From the point of intersection of the South Line of Grace Street with the East Line of West Avenue, measure from said point and at right angles from the East Line of West Avenue 30.00 feet distant in a westerly direction to the centerline of West Avenue; thence along said centerline of West Avenue measure 194.50 feet in a southerly direction to the point of intersection of said centerline with The Baltimore and Ohio Railroad Company's northerly property line, said point also being 21.36 feet measured at right angles from the centerline of the main track of said Railroad Company's Portsmouth Branch at Valuation Station 2732+21.04, said point also being the true point of beginning of this parcel; thence, along said Railroad Company's northerly property line, the following two (2) courses and distances: (1) N. 75° 06' 00" E., 1006.99 feet, and (2) N. 76° 03' 00" E., 650.24 feet to a point 12.76 feet distant measured at right angles in a northerly direction from said centerline of main track at Valuation Station 2715+65.17; thence, S. 74° 01' W., 224.01 feet to a point; thence, S. 74° 48' W., 410.50 feet to a point 8.00 feet distant measured at right angles in a northerly direction from said centerline of main track; thence, parallel to and being 8.00 feet distant from said centerline the following two courses and distances: (1) S. 75° 05' 30" W., 233.33 feet, and (2) S. 75° 23' W., 873.68 feet to a point; thence, N. 85° 07' W., 52.00 feet to a point; thence, S. 75° 56' W., 324.00 feet to a point being 27.38 feet distant measured at right angles in a northerly direction from said centerline of main track at Valuation Station 2736+78.98; thence, N. 14° 04' W., 13.08 feet to a point on said Railroad Company's present northerly property line; thence, along said northerly property line the following four (4) courses and distances: (1) N. 75° 56' E., 260.55 feet, (2) by a curve to the right having a radius of 254.54 feet for a distance of 72.87 feet, (3) by a curve to the left having a radius of 269.54 feet for a distance of 77.47 feet, and (4) N. 75° 23' E., 20.00 feet to a point on the westerly line of West Avenue;

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N. 17° 24' W., 4.56 feet to a point; thence, along the northerly property line of said Railroad Company N. 75° 06' 00" E., 30.03 feet to the ORIGINAL PLACE OF BEGINNING, containing 0.637 acres, more or less.

SAVE AND EXCEPT THEREFROM a part of the above described premises, which part is described as follows: lying west of the West Line of West Avenue and adjoining the South Line of a 27.224 acre tract conveyed by deed from the Detroit Steel Corporation to Harry King Lowman, dated September 7, 1976, and recorded in Volume 684, Page 418, Scioto County Deed Records.

Tract Six

Situated in Sections 1 and 12, T-1- , R-21- of the Ohio River Survey of Congress Lands, City of Portsmouth, Scioto County, Ohio, and more particularly bound and described as follows:

Beginning at a point of intersection of the Northerly Line of Gallia Avenue with the Easterly Section Line of said Section 12; thence, South 89° 45' West along the Northerly Line of Gallia Avenue, 335.97 feet to a stake; thence, Southwesterly, along the Northerly Line of Gallia Avenue, 350 feet to a point; thence, Northwesterly to a point on the Northerly Section Line of said Section 12, said point being located 1320 feet westerly, measured along said Section Line, from the Northeast corner of said Section 12, and said point being also the Southwest corner of the Southeast quarter of said Section 1; thence, Northerly along the Westerly line of the Southeast quarter of the Southeast quarter of said Section 1 to a point at the Northwest corner of the Southeast quarter of said Section 1; thence, Easterly along the Northerly line of the Southeast quarter of said Section 1 to a point at the Norhteast corner of the Southeast quarter of said Section 1; thence, Southerly along the Easterly line of the Southeast quarter of said Section 1 to a point at the Southeast corner of the Southeast quarter of said Section 1 (said point being at the Northeast corner of said Section 12); thence, South 5° 5' West along the Easterly Line of said Section 12, 1435 feet, more or less, to the ORIGINAL PLACE OF BEGINNING, containing 72.16 acres, more or less.

Tract Seven

Situated in Section 11, T-1- , R-2- of the Ohio River Survey of Congress Lands, City of New Boston (formerly the Village of New Boston), Scioto County, Ohio, and being bound more particularly and described as follows:

Beginning at a "T" rail at the point of intersection of the Westerly Line of Ohio Avenue (as vacated by Ordinance No. 219 passed by the Council of the Village of New Boston on October 6, 1916), with the present, or former, Southerly Right-of-way Line of the Norfolk and Western Railway Company (said "T" rail being in the corner of land formerly conveyed to Allen Jordan, and South 19° 38' East 32.3 feet from a

point in the center line of the present, or former, Eastbound track of said Norfolk and Western Railway Company, 3941 feet West of Mileage Post 603, of said Railway as measured from Norfolk, Virginia); thence, South 22° 19' East, along the Westerly Line of Ohio Avenue (vacated), 52.7 feet to a point; thence, South 69° 42' West, 770.49 feet, more or less, to a point (said point being 200 feet North 69° 42' East, from the Easterly Line of West Avenue); thence, South 55° 37' 30" West, 205.59 feet to a point on the Easterly Line of West Avenue; thence, South 18° 23' East along the Easterly Line of West Avenue, as extended to the Ohio River, 87.82 feet to an iron pin, which is point of curve of a curve to the left; thence, following the curve to the left (radius 77.806 feet, central angle - 99° and tangent - 91.10 feet), 123.75 feet measured on said curve to an iron pin at the point of tangent, said iron pin being located on the Northerly bank of the Ohio River; thence, North 62° 37' East, 308.90 feet to an iron pin; thence, South 18° 23' East, 304.99 feet, more or less, to the Northerly low water line of the Ohio River; thence, following said Northerly low water line and with the meanders thereof North 65° 36' East, 2906.41 feet to a point in the Westerly line of the property of the Norfolk and Western Railway Company; thence, North 24° 30' West along said Westerly line, 250 feet, more or less, to a point in said line; thence, South 71° 37' West, 2284.59 feet to the ORIGINAL PLACE OF BEGINNING, and containing 27.184 acres, more or less.

SAVE AND EXCEPT THEREFROM a part of the above described premises, which part is described as follows: beginning at a rail monument corner to lands of the Detroit Steel Corporation and right-of-way of the Scioto Division of the Norfolk and Western Railway Company; said point being 15.8 feet distant southeastwardly from the center line of eastbound track of said Railway at station 1831+70.8 and at Mile Post N-603+1673.5 feet as measured from Norfolk, Virginia; thence, with the East Line of lands of Detroit Steel Corporation an offset in the Southern Line of said right-of-way, southeastwardly 10.8 feet to a point; thence, through the lands of Detroit Steel Corporation as follows: By a straight line westwardly about 831 feet to a point 17.25 feet distant southwardly from said southern line of right-of-way at right angles to the center line of said eastbound tract at station 1840+00; thence, by a straight line westwardly about 481 feet to a point in said southern line of right-of-way, said point being at right angles to said eastbound tract at station 1844+80 and at Mile Post N-603+2982.7 feet; thence, with said southern line of right-of-way eastwardly about 1311 feet to the ORIGINAL PLACE OF BEGINNING, and containing 0.36 of an acre, more or less.

SAVE AND EXCEPT THEREFROM a part of the above described premises, which part is described as follows: a parcel of 0.821 acres, more or less, conveyed by deed from Detroit Steel Corporation to the City of New Boston, Ohio, dated February 10, 1956, and recorded in Volume 451, Page 245 of the Scioto County Deed Records;

SAVE AND EXCEPT THEREFROM a part of the above described premises, which part is described as follows: a parcel of 14.03 acres, more or less, conveyed by deed from Detroit Steel Corporation to Harry King Lowman, dated September 7, 1976, and recorded in Volume 684, Page 418 of the Scioto County Deed Records.

Tract Eight

Situated in Section 11, T-1- , R-21- , of the Ohio River Survey of Congress Lands, City of New Boston (formerly the Village of New Boston), Scioto County, Ohio, and being more particularly bound and described as follows:

Beginning at the point of intersection of the Northerly Line of Rhodes Avenue with the Westerly Line of Vine Street; thence, South 59° 56' West, along the Northerly Line of Rhodes Avenue, 140 feet, more or less, to a point at the intersection of the Northerly Line of Rhodes Avenue with the Westerly Line of Lot No. 33 of the City of New Boston; thence, North 30° 4' West, along the Westerly Line of said Lot No. 33, 125 feet to a point at the intersection of the Westerly Line of said Lot No. 33 with the Southerly Line of the first Alley North of Rhodes Avenue, parallel thereto; thence, North 59° 56' East along the Southerly Line of said Alley, 140 feet, more or less, to a point at the intersection on the Southerly Line of said Alley with the Westerly Line of Vine Street; thence, South 30° 4' East along the Westerly Line of Vine Street, 125 feet to the ORIGINAL PLACE OF BEGINNING, containing 17,500 square feet, mor or less.

Tract Nine

Situated in Section 11, T-1- , R-21- , of the Ohio River Survey of Congress Lands, City of New Boston (formerly the Village of New Boston),Scioto County, Ohio, and being more particularly bound and described as follows:

Being all of Lot No. 34 in the City of New Boston (formerly Village of New Boston), as the same is shown and designated on the recorded plat of said City in Plat Book 2, Page 10; said lot having a frontage of 50 feet on the North Side of Rhodes Avenue and extending back to an Alley in the rear of said premises.

Tract Ten

Situated in Section 11, T-1- , R-21- , of the Ohio River Survey of Congress Lands, City of New Boston (formerly the Village of New Boston), Scioto County, Ohio, and being more particularly bound and described as follows:

Being at the point of intersection of the Northerly Line of Rhodes Avenue with the Easterly Line of Vine Street; thence, North 59° 56' East along the Northerly Line of Rhodes Avenue, 80 feet to a point at the intersection of the Northerly Line of Rhodes Avenue with the Easterly Line of Lot No. 396 of the Yorktown Addition in the City of New Boston; thence, North 30° 4' East along the Easterly Line of said Lot No. 396, 128.4 feet to a point at the intersection of the Easterly Line of said Lot No. 396 with the Southerly Line of the first Alley North of Rhodes Avenue, parallel thereto; thence, South 59° 56' West along the Southerly Line of said Alley, 80 feet, more or less, to a point at the intersection of the Southerly line of said Alley with the Easterly Line of Vine Street; thence, South 30° 4' East along the Easterly Line of Vine Street, 128.4 feet to the ORIGINAL PLACE OF BEGINNING, containing 10,272 square feet, more or less.

AK001057

ALL OF THE ABOVE DESCRIBED TRACTS being subject to all easements, agreements, leases, highways and restrictions of record, including without limitation, each and all of the easements and rights-of-way conveyed by deed from Cyclops Corporation to New Boston Coke Corporation, dated November , 1980, and recorded in Volume , Page of the Scioto County Deed Records.

SAVE AND EXCEPT THEREFROM those parts of the above described tracts which are included in the tracts conveyed by deed from Cyclops Corporation to New Boston Coke Corporation, dated November , 1980, and recorded in Volume Page of the Scioto County Deed Records.

THE DESCRIPTIONS SET FORTH HEREIN FOR ALL OF THE ABOVE DESCRIBED TRACTS being subject to revision upon further survey, said revisions to be reflected in corrected deed from the GRANTOR to the GRANTEE.

Prior Deed Reference: Vol. 698, Page 589; Vol. 739, Page 349; Vol. 739, Page 614.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, said Cyclops Corporation, a Corporation, has caused this deed to be signed and its

corporate seal to be affixed hereto by Robert A. Kushner, Its Vice-President, and Robert J. Tate, its Assistant Secretary, this 21st day of November, 1980.

Signed and acknowledged
In the presence of:

CYCLOPS CORPORATION

By _____
Robert A. Kushner, Vice Presiden

_____
Robert J. Tate, Assistant Secretary

Before me, a Notary Public, in and for said State, personally appeared Robert A. Kushner, Vice-President, and Robert J. Tate, Assistant Secretary, respectively, of Cyclops Corporation, a Pennsylvania corporation, which corporation executed the foregoing deed, who acknowledged that the seal affixed to said deed is the corporate seal of said corporation; that they did sign and seal said deed as Vice-President and Assistant Secretary in behalf of said corporation by authority of its Board of Directors; and that said deed is the free act and deed of said corporation and of themselves as such officers respectively.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at New Boston, Ohio, this 21st day of November, 1980.

_____
JUDITH A. MARTIN
NOTARY PUBLIC, SCIOTO COUNTY, OHIO
MY COMMISSION EXPIRES DEC. 20, 1981

This instrument prepared by:
Robert J. Tate, Attorney at Law
650 Washington Road
Pittsburgh, Pennsylvania
15228

REQUEST NO. 22

REGULATORY STATUS REPORT FOR PORTSMOUTH WORKS

I. Water Pollution of Currently Operating Units

The NPDES water quality permit expires December 31, 1980, and we see very little change in obtaining another year's permit. We do expect for the Coke Plant, Blast Furnace, and Water Recycle Blowdown to carry individual limitations in the new permit.

A. Coke Plant

1. EPA water quality standards are currently being met. Identity is 601 A. The U.S. EPA plans to publish effluent guidelines to meet 1984 BAT Standards that will require considerable additional water quality equipment to be on stream by July 1984 to control TSS, NH_3, Phenol, Cyanide, O&G, and Sulfide.

B. Open Hearth

This is the discharge from the Water Treatment Plant.

1. Current standards are being met. 1984 BAT Standards will require some control over TSS, Fluoride, Nitrate and Zinc. This should not require a large amount of additional equipment.

C. Blast Furnace

1. Current standards are being met, however, additional control equipment such as an ammonia scrubber on the recycle system blowdown is a likely need if production levels on the Blast Furnace were held at a high level. 1984 BAT Standards

will require additional equipment to control phenol and cyanide, ammonia and TSS. This system design would most likely tie in with the Coke Plant design.

II. Air Pollution of Currently Operating Units

We have an OEPA operating permit for the Coke Plant which expires 12-22-81. The following lists the additional plant air permits in force and their expiration dates:

		Expires	
Coke Plant	P001	12-22-81	
Blast Furnace	P002	5-08-80	Renewal written 1-3-80
Open Hearth No. 1	P012	8-09-82	
No. 2	P003	8-09-82	
No. 4	P005	8-09-82	
No. 7 Boiler House	B001	5-08-80	Renewal written 1-3-80
No. 2 Boiler - No. 1 Boiler House	B006	5-08-80	Renewal written 1-3-80

The Ohio SIP Plan has been submitted to the US EPA Chicago Region V Office for approval two months ago. The 1977 Clean Air Act Amendments requires compliance to an approved state plan by December 31, 1982. As the plan was submitted, we would have only one source of emissions in the operating plant that would require additional control equipment, that being the charging particulate emissions on the coke battery, i.e., Scioto County allowable sulphur emission would not require control. However, because of the low overhead in our Coal Handling Building, the improved control of these emissions better than what we currently have would require extensive redesign of the Larry Car. Thus it is our opinion that OEPA will issue us a variance permit with little difficulty and, therefore, no expenditures would result in meeting the December 31, 1982 deadline.

There is a possibility, however, that the US EPA will not approve the Ohio SIP Plan but current congressional pressures hint strongly at allowing the Ohio plan to be approved.

If the US EPA current desires are not changed, however, the US EPA will attempt to force the Ohio EPA to comply with NAAQS National Ambient Air Quality Standards. If these standards are indeed put in the approved Ohio SIP Plan, several control systems will have to be implemented, but the compliance date of December 31, 1982 would surely have to be changed; more specifically the following controls would then be needed:

1. Coke Plant Charging Emissions.

2. Additional doors for the Coke Battery in ready reserve.

3. Coke Battery Pushing Emissions.

4. Clean Water Quench at Coke Plant.

5. Blast Furnace Cast House Emissions.

6. Open Hearth Charging and Tapping and Teeming Emissions.

The Open Hearth Air Pollution Control is a very good system when operating (5 times better than EPA requirements) however, because of a fire an immediate equipment purchase would be needed if you were to continue Open Hearth operations, but we foresee no problems in obtaining a variance to operate if a new owner took over operations.

III. Water Pollution of Currently Non-Operating Units

The NPDES Permit would have to be rewritten to include the following operating units and a compliance schedule could probably be worked out with the EPA to allow immediate operations. All new design should concur with the 1984 BAT Standards.

The following areas would require new control equipment:

A. Blooming Mill

Currently no control. Heavy scale and oil could be easily controlled.

B. Hot Mill Scale Breaker, Edger, Rougher and 5 Stand Finisher

Light scale and oil would require control.

C. Pickle Line

Currently no Pickle Line.

D. Three Stand Tandem Mill

Oil and grease discharge would require control. (Small project)

E. Temper Mill

Oil and grease discharge would require control. (Small project)

IV. Air Pollution of Currently Non-Operating Units

The only control problem requiring new equipment would be the automatic scarfer. At this time a control system has not been designed. We feel that a system would be needed prior to permitting this operation.

V. OSHA Requirements

An OSHA Citation July 27, 1978 on not having explosion proof motors, controls, etc., in the Coal Handling Building at the Coke Plant resulted in a Federal Judgment to install same by October of 1981. The engineering estimate for this work is $500,000. To date no orders have been placed to proceed with this work.

VI. The Resource Conservation and Recovery Act was signed by the Director of US EPA during the week of May 10, 1980. This Act carries a control of certain materials which are classified as hazardous wastes. A publication defining which materials and the tests for determining their existence is due to be published in the Federal Register on May 19, 1980. Control management of these wastes must be implemented by November 1980. At this time we can only speculate what will appear as hazardous in the approved regulation and how it will affect the Portsmouth Works.

The following materials generated as wastes in Portsmouth are felt likely to appear as hazardous in the new regulation:

1. Sump Breeze at Coke Plant
2. Tar Sludge removed from Coke Plant
3. Possible Open Hearth Air Pollution Sludge

PLR:w
5/15/80

10.1.80

McLeod

FUTURE COKE PLANT ENVIRONMENTAL REQUIREMENTS

I. AIR

A) CHARGING EMISSIONS:

In new SIP

Presently, it is not possible to meet the Ohio EPA regulations of no visible emissions to exceed 175 seconds for five consecutive charges. The first step should be to contact the Ohio EPA concerning obtaining a variance from this regulation. If it is impossible to obtain a variance it will be necessary to install a new Larry Car and a new coal handling building to accomodate the new car.

B) PUSHING EMISSIONS:

Presently meeting the Ohio EPA regulation of 20% average opacity from the push begins and continues until the car enters the quench tower. The US EPA, in all liklihood, will not approve this portion of the Ohio EPA regulations; therefore, it may be necessary to install a pushing emission control facility.

II. WATER

A) NPDES PERMIT

AK001064

10.3.80

A new NPDES Permit will have to be negotiated

McLeod advises new permit will be needed when present one expires on 12.31.80. Since the NH3 limit is based on quot volume (lbs) and not concentration, there should be no problem in the coke plant staying w/ the present 425 lbs/day [illegible]

required for future

losing dilution effect of blast furnace

because a portion of 601 Outfall has been shut down. The new limitation for (e.g. ammonia) NH_3 from 601A sewer will probably be very difficult to meet without some sort of treatment facility.

B) QUENCH WATER

Depending on what type of controls are installed to control pushing emissions, it may be necessary to quench with clean water and treat the ammonia liquor.

III. SOLID WASTE

A) HAZARDOUS WASTE

The tar decanter sludge is presently the only waste generated at the Coke Plant that meets the US EPA criteria for hazardous waste, and will have to be disposed of in an approved hazardous waste disposal site.

B) NON-HAZARDOUS WASTE

The dredgings from the quench pit will have to be disposed of in a licensed disposal site.