

**Documentation  
Regarding Transfer of  
Buffalo, NY Property from  
LTV Steel Company Inc.  
and The Hanna Furnace  
Corporation to Steel  
Fields LTD**

**October 2002**

**Volume 1**



UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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LTV Steel Company

Plaintiff(s)

v.

1:99-cv-00624

City of Buffalo

Defendant(s)

---

PLEASE take notice of the entry of an ORDER filed on  
10/22/02, of which the within is a copy, and entered 10/23/02  
upon the official docket in this case. (Document No. 90 .)

Dated: Buffalo, New York  
October 23, 2002

RODNEY C. EARLY, Clerk  
U.S. District Court  
Western District of New York  
304 U.S. Courthouse  
68 Court Street  
Buffalo, New York 14202

Enclosure  
TO:

Richard A. Palumbo, Esq.  
Dale E. Papajcik, Esq.  
Elton L. Parker, Esq.  
Van Carson, Esq.  
Vince Atriano, Esq.  
John Jude Marchese, Esq.  
Kenneth K. Kilbert, Esq. ✓  
D. Matthew Jameson III, Esq.  
Richard E. Stanton, Esq.  
Charles C. Martorana, Esq.  
John T. Kolaga, Esq.

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK**

---

**In Re:**

**CHATEAUGAY CORPORATION,  
ROMAR, INC.  
THE LTV CORPORATION, et al.**

**Debtors.**

---

**Civil Action No. 99-CV-0624E(F)**

**CONSENT ORDER**

**LTV STEEL COMPANY, INC. and  
HANNA FURNACE CORPORATION,**

**Plaintiffs,**

**-vs-**

**THE CITY OF BUFFALO, NEW YORK  
THE CITY OF BUFFALO URBAN  
RENEWAL AGENCY and  
JOHN DOES NOS. 1-10,**

**Defendants.**

---

The Parties to this proceeding, Plaintiff LTV Steel Company, Inc. ("LTV"), Plaintiff Hanna Furnace Corporation ("Hanna"), Defendant City of Buffalo, New York ("City"), and Defendant the City of Buffalo Urban Renewal Agency ("BURA") (hereinafter, collectively, the "Parties" and individually, the "Party"), hereby respectfully lodge this proposed Consent Order providing for the full and final resolution of claims as provided herein on the following terms and conditions, contingent upon: (1) the fulfillment of certain specified Conditions Precedent set forth herein; (2) the filing of a Motion for Entry of this Consent Order; and (3) approval and entry of this Consent Order by this Court:

WHEREAS, LTV and Hanna filed a Complaint in this matter against the City and BURA on September 2, 1999 asserting claims relating to a berm allegedly constructed by Defendants on a portion of an approximately 220-acre parcel containing a former steel plant and a former coke manufacturing facility owned by Plaintiffs in South Buffalo (the "Plant Site");

WHEREAS, the City and BURA filed their Answers and Counterclaims on December 13, 1999, and the City filed an Amended Answer and Counterclaims on October 6, 2000, asserting legal and equitable claims for injunctive relief relating to conditions at or from the Plant Site and adjacent residential areas known as the Hickory Woods Neighborhood (the "Residential Properties") and also seeking reimbursement for certain costs and expenses incurred by the City and BURA related thereto;

WHEREAS, LTV filed a separate adversary proceeding against the City and BURA in the U.S. Bankruptcy Court for the Southern District of New York on September 2, 1999 styled LTV Steel Company, Inc., et al. v. The City of Buffalo (In re Chateaguay Corp.), Case No 86 B 11270 (Jointly Administered), Adv. Proc. No.: 998585A (BRL), which, by motion of the City and BURA, was subsequently transferred to the Western District of New York by Opinion and Order issued by the Bankruptcy Court on March 29, 2002;

WHEREAS, the adversary proceeding transferred to this Court by the U.S. Bankruptcy Court for the Southern District of New York was consolidated with the instant proceeding by Memorandum and Order of this Court dated May 9, 2002;

WHEREAS, LTV filed a petition for bankruptcy and is currently operating pursuant to an Asset Protection Plan approved by U.S. Bankruptcy Judge William T. Bodoh of the Northern District of Ohio;

WHEREAS, Hanna filed a petition for bankruptcy and is currently operating under U.S. Bankruptcy Court protection in the Northern District of Illinois;

WHEREAS, the U.S. Bankruptcy Court of the Northern District of Ohio and the U.S. Bankruptcy Court of the Northern District of Illinois shall be known herein collectively as "the Bankruptcy Courts";

WHEREAS, the Parties agree and submit that resolution of this proceeding upon the terms of this Consent Order is in the public interest;

WHEREAS, the May 9, 2002 Memorandum and Order of this Court denied the motions of LTV and Hanna to stay the Counterclaims of the City and BURA to the extent that the City and BURA seek to require LTV and Hanna to abate alleged public nuisance conditions and alleged liability under the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. ("RCRA") at or from the Plant Site but granted Plaintiffs' motion to stay Defendants' Counterclaims to the extent that they sought financial relief in the form of a fair market value protection plan and other monetary relief;

WHEREAS, Plaintiffs believe that they have reached conceptual agreement with the New York State Department of Environmental Conservation ("DEC") for the funding of certain remediation activities at the Plant Site and other properties to be undertaken by an entity known as "Steelfields LLC" ("Steelfields") pursuant to DEC-approved plans;

WHEREAS, Plaintiffs and Steelfields have reached agreement upon, and Plaintiffs believe that DEC is in conceptual agreement with, the terms of an Escrow Agreement establishing an Escrow Account into which Plaintiffs shall contribute specified assets and assign certain insurance rights to fund implementation of the DEC-approved plans by Steelfields, and which escrowed funds will be distributed to DEC in the event of material and final default by Steelfields;

WHEREAS, Steelfields and DEC anticipate entering into a Voluntary Cleanup Agreement (the "VCA") shortly to provide for implementation of the DEC-approved plans at the Plant Site and at other properties by Steelfields;

WHEREAS, Plaintiffs and Steelfields anticipate entering into a Property Transfer Agreement shortly providing for the transfer of title to the Plant Site and other properties from Plaintiffs to Steelfields;

WHEREAS, the Parties to this proceeding wish to fully and finally resolve claims between them as provided herein, based upon the terms of this Consent Order, without trial, admission or further adjudication of any liability, fact or issue of law;

WHEREAS, there are pending causes of action filed by certain private residents against LTV, Hanna, the City, and BURA under captions Acoff et al. v. The Hanna Furnace Corporation et al. (State of New York Supreme Court, Erie County, Index No. I2001-3942); Andriaccio et al. v. The Hanna Furnace Corporation et al. (State of New York Supreme Court, Erie County, Index No. I2000-10578); Blake et al. v. The Hanna Furnace Corporation et al. (State of New York Supreme Court, Erie County, Index No. I2000-006347); and Gilmour v. The Hanna Furnace Corporation et al. (State of New York Supreme Court, Erie County, Index No. I2000-10579) (hereinafter collectively the "Residents' Lawsuits"), which seek relief from the Parties pursuant to claims of property damage and personal injury;

WHEREAS, LTV is advised that its insurance carrier, the Travelers Indemnity Company and Travelers Casualty and Surety Company ("Travelers"), is in conceptual agreement with the partial assignment of LTV's rights to insurance proceeds to the Escrow Account subject to satisfaction of the Conditions Precedent set forth herein and provided that the assignment shall not enlarge Travelers' obligations under its settlement with LTV;

WHEREAS, the Parties represent and warrant that they have the authority to execute this Consent Order and, subject to the terms hereof, have the authority to consummate the transactions contemplated herein;

NOW, WHEREFORE, based upon the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

1. Plaintiffs' Obligations. After the entry and effective date of this Consent Order and no later than August 31, 2002, a closing will be held at which:

A. LTV and Hanna shall transfer title to the Plant Site and other specified properties to Steelfields in accordance with the terms of the Property Transfer Agreement;

B. In accordance with the terms of an Administrative Order on Consent with DEC ("AOC"), LTV and Hanna shall deposit the following sums into the Escrow Account established by the Escrow Agreement:

LTV: Two Million, One Hundred Eighty-Seven Thousand, Five Hundred Dollars (\$2,187,500.00)

Hanna: Seven Million, Seven Hundred Fifty Thousand Dollars (\$7,750,000.00)

C. In accordance with the terms of the AOC, LTV shall assign the specified portion of its rights to insurance proceeds in the amount of Six Million, Five Hundred Sixty-Two Thousand, Five Hundred Dollars (\$6,562,500.00) to the Escrow Account established by the Escrow Agreement.

D. Provided, however, that Plaintiffs' obligations under this Paragraph 1 are expressly contingent upon: (a) Steelfields closing in accordance with the terms of the Property Transfer Agreement; and (b) Steelfields entering into a final VCA with DEC

providing for remediation of the Plant Site and other properties in accordance with DEC-approved plans.

E. In the event that these obligations are not satisfied on or prior to August 31, 2002, whether due to default of the Plaintiffs or failure of the conditions in Paragraph 1.D, this Consent Order shall be null and void, whether proposed or entered, and the Parties shall appear before this Court at \_\_\_ on September 3, 2002 to report that the obligations have not been satisfied and a trial shall commence on September \_\_, 2002 in accordance with the May 9, 2002 Memorandum and Order and the Joint Stipulation of May 22, 2002.

2. Defendants' Obligations. Within seven (7) days following the fulfillment of LTV's and Hanna's obligations in Paragraph 1, the Parties shall file with this Court a Joint Voluntary Dismissal of all claims and counterclaims in this proceeding with prejudice and Defendants shall withdraw all of their notices of claims currently pending in the respective bankruptcy proceedings of LTV and Hanna.

3. Conditions Precedent. The consents of the Parties to the terms of this Consent Order are subject to all of the following Conditions Precedent, and each of the Parties shall use its best efforts commencing upon execution of this Consent Order by all Parties to fulfill all such Conditions Precedent to the extent any such condition is in such Party's control:

A. Administrative Order on Consent Between LTV, Hanna and DEC and/or the State of New York. Agreement upon and execution of a final AOC between LTV, Hanna and the DEC and/or the State of New York providing for (1) funding of the Escrow Agreement by LTV and Hanna to fund Steelfields' implementation of the Remedial Work Plan and its other obligations under the Voluntary Cleanup Agreement; and (2) issuances of releases and contribution protection from DEC and/or the State of New York to LTV, including its insurer Travelers, and Hanna;

B. Escrow Agreement Between LTV, Hanna, Steelfields, DEC and Escrow Agent. Agreement upon and execution of a final Escrow Agreement establishing: (1) an

Escrow Account to be funded by LTV and Hanna for the funding of Steelfields' implementation of the DEC-approved plans and its other obligations under the VCA; and (2) in the event of Steelfields' material and final default on its obligations under the VCA, disbursement of the escrowed funds in the Escrow Account to DEC pursuant to the terms of the Escrow Agreement for remediation activities at the Plant Site;

C. Property Transfer Agreement Between Steelfields, LTV, and Hanna. Agreement upon and execution of a final Property Transfer Agreement providing for transfer of title to the Plant Site and other properties from LTV and Hanna to Steelfields;

D. Approval of LTV's and Hanna's obligations under this Consent Order by Their Respective Bankruptcy Courts. The Parties understand that LTV's and Hanna's consents to the terms to this Consent Order are subject to approval by their respective Bankruptcy Courts and shall as soon as reasonably possible seek prompt approval of this Consent Order from the Bankruptcy Courts and approval from LTV's Bankruptcy Court authorizing Travelers to make payments to the Escrow Account pursuant to the terms of the Escrow Agreement. Within five (5) days after the granting or denial of such approval by its respective Bankruptcy Court, LTV and Hanna each shall file a notice of such Bankruptcy Court action with this Court and serve such notice upon all other Parties to this proceeding.

4. Motion for Entry of Consent Order. Upon fulfillment of all Conditions Precedent set forth in the preceding paragraph, any Party may file and serve a Motion for Entry of this Consent Order for this Court's consideration. Non-moving Parties, if any, shall file and serve written objections to said motion, if any, with this Court within five (5) days of service of said motion.

5. Failure of Conditions Precedent or Disapproval by This Court. In the event that any of the Conditions Precedent cannot be fulfilled, then the Parties' consents to the terms of this proposed Consent Order shall be considered withdrawn. In such event, one or more of the Parties shall so advise this Court by filing and serving a Motion of Withdrawal of

Proposed Consent Order within five (5) days following knowledge of the final failure of any Condition Precedent. Non-moving Parties, if any, shall file and serve written objections to said motion, if any, with this Court within five (5) days of service of said motion. Upon the granting of any such Motion of Withdrawal of Proposed Consent Order, or upon this Court's disapproval of a Motion for Entry of the Proposed Consent Order, this proposed Consent Order shall be considered withdrawn from this Court's consideration, null and void, and neither its terms nor the proposed Consent Order itself shall be admissible against any of the Parties to this action.

6. Effect of Consent Order.

A. Upon the entry of this Consent Order, BUR A and the City, including without limitation all of the City's other related Public Benefit Corporations, fully and forever discharge, satisfy, and requit any and all claims, demands, actions, proceedings, suits, orders and directives that any of them may have under any federal law or statute, including without limitation CERCLA and RCRA, any laws or statutes of the State of New York, any and all local or municipal ordinances, regulations or rules, any police powers, and any theory of common law, known or unknown, foreseen or unforeseen, against LTV or Hanna, or either of their directors, officers, employees, agents, affiliates, parent companies, subsidiaries, secured creditors, insurers (including Travelers), or successors and assigns, for any liabilities, response costs, response actions, property damage, damages, losses, injuries, injunctive relief, remedies, oversight or administrative costs, fines, penalties, or other costs and expenses previously incurred or which may be incurred in the future, with regard to the Plant Site or the Residential Properties and related impacts or conditions arising therefrom.

B. Upon the entry of this Consent Order, LTV and Hanna fully and forever discharge, satisfy, and requit any and all claims, demands, actions, proceedings, suits, orders and directives that any of them may have under any federal law or statute, including without limitation CERCLA and RCRA, any laws or statutes of the State of New York, any and all local or municipal ordinances, regulations or rules, any policy powers, and any theory of common law, known or unknown, foreseen or unforeseen, against the City or BUR A, or either of

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their directors, officers, employees, agents, affiliates, secured creditors, insurers, successors and assigns, for any liabilities, response costs, response actions, property damage, damages, losses, injuries, injunctive relief, remedies, oversight or administrative costs, fines, penalties, or other costs or expenses previously incurred or which may be incurred in the future, with regard to the Plant Site or the Residential Properties and related impacts or conditions arising therefrom.

C. Nothing in any part of this Consent Order shall release any Party from its apportionable share of liability, if any, in the Residents' Lawsuits under Gen. Oblig. Law § 15-108 or otherwise; however, the Parties agree not to affirmatively assert any claim for such apportionable share against one another.

D. After the full performance of LTV and Hanna of their respective obligations under this Consent Order, the City and BURA shall withdraw any and all objections and claims against LTV, including against its insurer Travelers, and Hanna in their respective bankruptcy proceedings pertaining to conditions at the Plant Site or at the Residential Properties with prejudice, whether known or unknown, contingent or liquidated, existing or that may arise in the future, and shall not institute or re-institute any claims or objections with regard to the Plant Site or the Residential Properties in the future;

E. The Parties agree that this Consent Order shall be given the fullest and broadest possible *res judicata* effect. The Parties' obligations under this Paragraph 6 shall survive the voluntary dismissal of this action.

7. This Court shall maintain continuing jurisdiction to enforce the terms of this Consent Order until dismissal of this action with prejudice upon the Parties' filing of a Joint Voluntary Dismissal of all claims and counterclaims in this proceeding.

8. Nothing in this Consent Order shall affect any party's rights and obligations under the EPA Administrative Order on Consent for Removal Action, Index No. CERCLA-02-2000-2020.

9. Each Party shall bear its own costs and attorney's fees in this action.

10. The Parties agree that this Consent Order is not an executory contract or an unexpired lease within the meaning of 11 U.S.C. Section 365. Both LTV and Hanna each warrant and represent that each and its directors, officers, employees, agents, affiliates, successors and assigns shall not seek to reject this Consent Order pursuant to any provision of the U.S. Bankruptcy Code or pursuant to LTV's Asset Protection Plan Order entered on December 7, 2001 in the Northern District of Ohio.

11. This Consent Order may be amended prior to entry by the Court by Joint Motion of the Parties. Such Amendment may include, but shall not be limited to, a contingency plan involving DEC to facilitate remediation of the Plant Site.

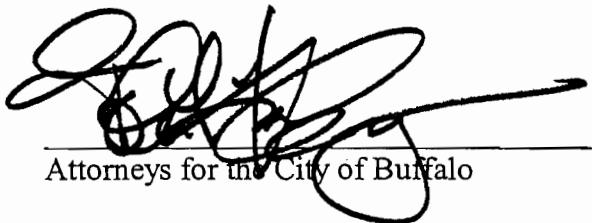
Dated: Buffalo, New York  
July 15, 2002

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THE CITY OF BUFFALO

By: Anthony M. Incenzo

Its: MAYOR



Attorneys for the City of Buffalo

John T. Kolaga, Esq.  
Jaekle Fleischmann & Mugel, LLP  
800 Fleet Bank Building  
Buffalo, New York 14202-2292  
(716) 856-0600

THE CITY OF BUFFALO URBAN  
RENEWAL AGENCY

By: Michael K. McCauley

Its: Secretary




Attorneys for the City of Buffalo  
Urban Renewal Agency

Charles C. Martorana, Esq.  
Hiscock, Barclay, Saperston & Day  
1100 M&T Center  
Three Fountain Plaza  
Buffalo, New York 14202-1486  
(716) 856-5400

**LTV STEEL COMPANY, INC.**

By:

  
Thaddeus A. Zalenski, Esq.  
Assistant General Counsel  
LTV Steel Company, Inc.  
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(216) 642-3190

  
Attorneys for LTV Steel Company, Inc.

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4900 Key Tower  
127 Public Square  
Cleveland, Ohio 44114-1304  
(216) 479-8500

**THE HANNA FURNACE CORPORATION**

By: Ronald J. Werhuyak

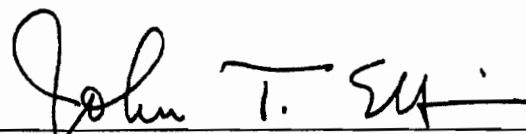
Its: Vice President and General Counsel

  
Attorneys for The Hanna Furnace Corporation

Kenneth K. Kilbert, Esq.  
Babst, Calland, Clements and Zomnir, P.C.  
Two Gateway Center, 8th Floor  
Pittsburgh, Pennsylvania 15222  
(412) 394-5400

John J. Marchese  
Colucci & Gallaher, PC  
2000 Liberty Building, 424 Main Street  
Buffalo, New York 14202  
(716) 853-4080

SO ORDERED:



HON. JOHN T. ELFVIN  
SENIOR U.S. DISTRICT JUDGE

DATED: Buffalo, N.Y.

October 22, 2002

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

---

LTV Steel Company

Plaintiff(s)

v.

1:99-cv-00624

City of Buffalo

Defendant(s)

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PLEASE take notice of the entry of an ORDER filed on  
10/22/02, of which the within is a copy, and entered 10/23/02  
upon the official docket in this case. (Document No. 91 .)

Dated: Buffalo, New York  
October 23, 2002

RODNEY C. EARLY, Clerk  
U.S. District Court  
Western District of New York  
304 U.S. Courthouse  
68 Court Street  
Buffalo, New York 14202

Enclosure  
TO:

Richard A. Palumbo, Esq.  
Dale E. Papajcik, Esq.  
Elton L. Parker, Esq.  
Van Carson, Esq.  
Vince Atriano, Esq.  
John Jude Marchese, Esq.  
Kenneth K. Kilbert, Esq. ✓  
D. Matthew Jameson III, Esq.  
Richard E. Stanton, Esq.  
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John T. Kolaga, Esq.

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK**

---

**In Re:**

**CHATEAUGAY CORPORATION,  
ROMAR, INC.  
THE LTV CORPORATION, et al.**

**Debtors.**

---

**Civil Action No. 99-CV-0624E(F)**

**LTV STEEL COMPANY, INC. and  
HANNA FURNACE CORPORATION,**

**Plaintiffs,**

**FIRST AMENDMENT TO  
PROPOSED CONSENT ORDER  
LODGED JULY 16, 2002**

**-vs-**

**THE CITY OF BUFFALO, NEW YORK  
THE CITY OF BUFFALO URBAN  
RENEWAL AGENCY and  
JOHN DOES NOS. 1-10,**

**Defendants.**

---

Upon consent of the Parties to this proceeding, Plaintiff LTV Steel Company, Inc., Plaintiff Hanna Furnace Corporation, Defendant City of Buffalo, New York, and Defendant the City of Buffalo Urban Renewal Agency, the proposed Consent Order lodged herein on July 16, 2002 is hereby amended as follows:

1. In Paragraphs 1 and 1.E. of the proposed Consent Order, the references to "August 31, 2002" shall be replaced with "September 13, 2002". The remainder of the proposed Consent Order shall remain unchanged.

Dated: Buffalo, New York  
August 30, 2002

SO AGREED:

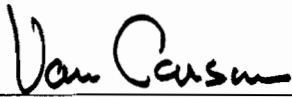
**THE CITY OF BUFFALO**



John T. Kolaga, Esq.  
Jaekle Fleischmann & Mugel, LLP  
800 Fleet Bank Building  
Buffalo, New York 14202-2292  
(716) 856-0600

Attorneys for the City of Buffalo

**LTV STEEL COMPANY, INC.**



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Squire, Sanders & Dempsey L.L.P.  
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Attorneys for LTV Steel Company, Inc.

**THE CITY OF BUFFALO URBAN  
RENEWAL AGENCY**



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Buffalo, New York 14202-1486  
(716) 856-5400

Attorneys for the City of Buffalo  
Urban Renewal Agency

**THE HANNA FURNACE  
CORPORATION**

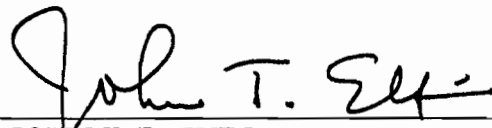


Kenneth K. Kilbert, Esq.  
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Two Gateway Center, 8th Floor  
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John J. Marchese  
Colucci & Gallaher, PC  
2000 Liberty Building, 424 Main Street  
Buffalo, New York 14202  
(716) 853-4080

Attorneys for The Hanna Furnace  
Corporation

SO ORDERED:

A handwritten signature in cursive script, reading "John T. Elfvin". The signature is written in dark ink and is positioned above a horizontal line.

HON. JOHN T. ELFVIN  
SENIOR U.S. DISTRICT JUDGE

DATED: Buffalo, N.Y.  
October 22, 2002

**CERTIFICATE OF SERVICE**

I, John T. Kolaga, hereby certify that I caused copies of the accompanying First Amendment to Proposed Consent Order Lodged July 16, 2002 to be served upon the following on the 30th day of August, 2002, by causing the same to be delivered as follows:

**Via Regular Mail**

Kenneth K. Kilbert, Esq.  
Babst, Calland, Clements and Zomnir, P.C.  
Attorneys for Plaintiff The Hanna Furnace Corporation  
Two Gateway Center  
8<sup>th</sup> Floor  
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Charles C. Martorana, Esq.  
Hiscock, Barclay, Saperston & Day  
Attorneys for Defendant City of Buffalo Urban Renewal Agency  
1100 M&T Center  
Three Fountain Plaza  
Buffalo, NY 14203-1486

Van Carson, Esq. (Ohio Bar No. 0001324)  
*Admitted Pro Hac Vice*  
Elton L. Parker (Ohio Bar No. 0070703)  
*Admitted Pro Hac Vice*  
Squire, Sanders & Dempsey L.L.P  
Attorneys for Plaintiff LTV Steel Company, Inc.  
4900 Key Tower, 127 Public Square  
Cleveland, Ohio 44114-1304



JOHN T. KOLAGA

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

---

LTV Steel Company

Plaintiff(s)

v.

1:99-cv-00624

City of Buffalo

Defendant(s)

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PLEASE take notice of the entry of an ORDER filed on  
10/22/02, of which the within is a copy, and entered 10/23/02  
upon the official docket in this case. (Document No. 92 .)

Dated: Buffalo, New York  
October 23, 2002

RODNEY C. EARLY, Clerk  
U.S. District Court  
Western District of New York  
304 U.S. Courthouse  
68 Court Street  
Buffalo, New York 14202

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**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK**

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**In Re:**

**CHATEAUGAY CORPORATION,  
ROMAR, INC.  
THE LTV CORPORATION, et al.**

**Debtors.**

---

**Civil Action No. 99-CV-0624E(F)**

**LTV STEEL COMPANY, INC. and  
HANNA FURNACE CORPORATION,**

**SECOND AMENDMENT TO  
PROPOSED CONSENT ORDER  
LODGED JULY 16, 2002**

**Plaintiffs,**

**-VS-**

**THE CITY OF BUFFALO, NEW YORK  
THE CITY OF BUFFALO URBAN  
RENEWAL AGENCY and  
JOHN DOES NOS. 1-10,**

**Defendants.**

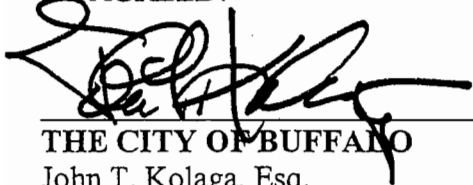
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Upon consent of the Parties to this proceeding, Plaintiff LTV Steel Company, Inc., Plaintiff Hanna Furnace Corporation, Defendant City of Buffalo, New York, and Defendant the City of Buffalo Urban Renewal Agency, the proposed Consent Order lodged herein on July 16, 2002 is hereby amended as follows:

1. In Paragraphs 1 and 1.E. of the proposed Consent Order, the references to "August 31, 2002" shall be replaced with "September 30, 2002". The remainder of the proposed Consent Order shall remain unchanged.

Dated: Buffalo, New York  
September 13, 2002

SQ AGREED:

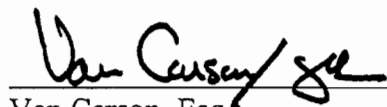


THE CITY OF BUFFALO

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Jaekle Fleischmann & Mugel, LLP  
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(716) 856-0600

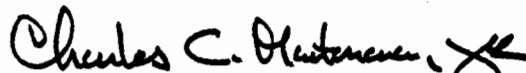
Attorneys for the City of Buffalo

LTV STEEL COMPANY, INC.



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Attorneys for LTV Steel Company, Inc.

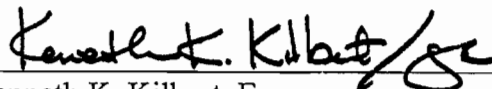


THE CITY OF BUFFALO URBAN

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Attorneys for the City of Buffalo  
Urban Renewal Agency

THE HANNA FURNACE  
CORPORATION

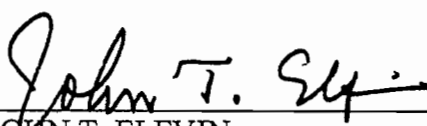


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2000 Liberty Building, 424 Main Street  
Buffalo, New York 14202  
(716) 853-4080

Attorneys for The Hanna Furnace  
Corporation

SO ORDERED:

  
\_\_\_\_\_  
HON. JOHN T. ELFVIN  
SENIOR U.S. DISTRICT JUDGE

DATED: *Buffalo, N.Y.*  
*October 22, 2002*

671905

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK**

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**In Re:**

**CHATEAUGAY CORPORATION,  
ROMAR, INC.  
THE LTV CORPORATION, et al.**

**Debtors.**

**Civil Action No. 99-CV-0624E(F)**

---

**LTV STEEL COMPANY, INC. and  
HANNA FURNACE CORPORATION,**

**Plaintiffs,**

**-vs-**

**THE CITY OF BUFFALO, NEW YORK  
THE CITY OF BUFFALO URBAN  
RENEWAL AGENCY and  
JOHN DOES NOS. 1-10,**

**Defendants.**

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**CERTIFICATE OF SERVICE**

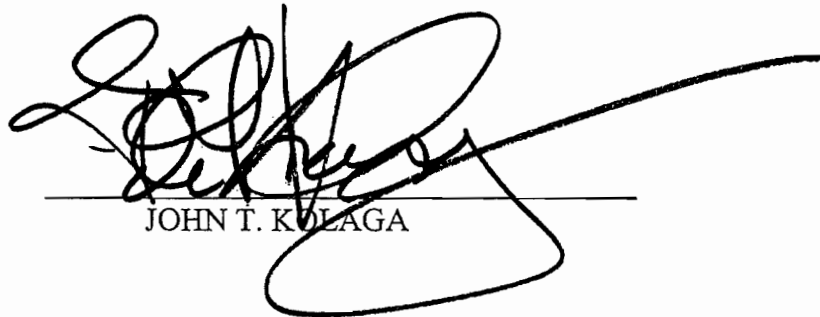
I certify that on September 13, 2002, I caused a true and correct copy of the Second Amendment to Proposed Consent Order Lodged July 16, 2002 to be served on the following by overnight mail, postage prepaid:

Richard E. Stanton, Esq.  
Assistant Corporation Counsel  
City of Buffalo  
1100 City Hall  
Buffalo, NY 14202-3379

Charles C. Martorana, Esq.  
Hiscock Barclay Saperston & Day  
1100 M&T Center  
Three Fountain Plaza  
Buffalo, NY 14203-1486

Kenneth K. Kilbert, Esq.  
Babst, Calland, Clements and Zomnir, P.C.  
Two Gateway Center  
8th Floor  
Pittsburgh, PA 15222

Van Carson, Esq.  
Squire, Sanders & Dempsey L.L.P.  
4900 Key Tower  
127 Public Square  
Cleveland, OH 44114-1304



JOHN T. KOLAGA

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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LTV Steel Company

Plaintiff(s)

v.

1:99-cv-00624

City of Buffalo

Defendant(s)

---

PLEASE take notice of the entry of an ORDER filed on  
10/22/02, of which the within is a copy, and entered 10/23/02  
upon the official docket in this case. (Document No. 93 .)

Dated: Buffalo, New York  
October 23, 2002

RODNEY C. EARLY, Clerk  
U.S. District Court  
Western District of New York  
304 U.S. Courthouse  
68 Court Street  
Buffalo, New York 14202

Enclosure  
TO:

Richard A. Palumbo, Esq.  
Dale E. Papajcik, Esq.  
Elton L. Parker, Esq.  
Van Carson, Esq.  
Vince Atriano, Esq.  
John Jude Marchese, Esq.  
Kenneth K. Kilbert, Esq. ✓  
D. Matthew Jameson III, Esq.  
Richard E. Stanton, Esq.  
Charles C. Martorana, Esq.  
John T. Kolaga, Esq.

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK**

---

**In Re:**

**CHATEAUGAY CORPORATION,  
ROMAR, INC.  
THE LTV CORPORATION, et al.**

**Debtors.**

---

**Civil Action No. 99-CV-0624E(F)**

**LTV STEEL COMPANY, INC. and  
HANNA FURNACE CORPORATION,**

**Plaintiffs,**

**THIRD AMENDMENT TO  
PROPOSED CONSENT ORDER  
LODGED JULY 16, 2002**

**-vs-**

**THE CITY OF BUFFALO, NEW YORK  
THE CITY OF BUFFALO URBAN  
RENEWAL AGENCY and  
JOHN DOES NOS. 1-10,**

**Defendants.**

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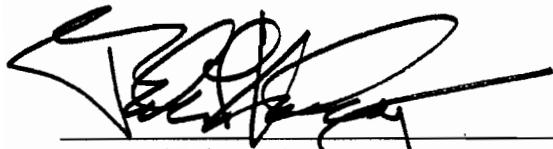
Upon consent of the Parties to this proceeding, Plaintiff LTV Steel Company, Inc., Plaintiff Hanna Furnace Corporation, Defendant City of Buffalo, New York, and Defendant the City of Buffalo Urban Renewal Agency, the proposed Consent Order lodged herein on July 16, 2002 is hereby amended as follows:

1. In Paragraphs 1 and 1.E. of the proposed Consent Order, the references to "August 31, 2002" shall be replaced with "November 18, 2002," the new trial date in this matter. The remainder of the proposed Consent Order shall remain unchanged.

Dated: Buffalo, New York  
September 27, 2002

SO AGREED:

THE CITY OF BUFFALO



John T. Kolaga, Esq.  
Jaekle Fleischmann & Mugel, LLP  
800 Fleet Bank Building  
Buffalo, New York 14202-2292  
(716) 856-0600

Attorneys for the City of Buffalo

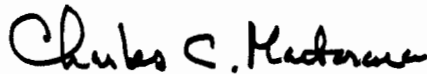
LTV STEEL COMPANY, INC.



Van Carson, Esq.  
Squire, Sanders & Dempsey L.L.P.  
4900 Key Tower  
127 Public Square  
Cleveland, Ohio 44114-1304  
(216) 479-8500

Attorneys for LTV Steel Company, Inc.

THE CITY OF BUFFALO URBAN  
RENEWAL AGENCY



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1100 M&T Center  
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Buffalo, New York 14202-1486  
(716) 856-5400

Attorneys for the City of Buffalo  
Urban Renewal Agency

THE HANNA FURNACE  
CORPORATION

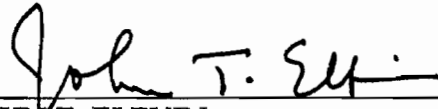


Kenneth K. Kilbert, Esq.  
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Pittsburgh, Pennsylvania 15222  
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Colucci & Gallaher, PC  
2000 Liberty Building, 424 Main Street  
Buffalo, New York 14202  
(716) 853-4080

Attorneys for The Hanna Furnace  
Corporation

SO ORDERED:



HON. JOHN T. ELFVIN  
SENIOR U.S. DISTRICT JUDGE

DATED: Buffalo, N.Y.  
October 22, 2002

671892

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

---

In Re:

CHATEAUGAY CORPORATION,  
ROMAR, INC.  
THE LTV CORPORATION, et al.

Debtors.

Civil Action No. 99-CV-0624E(F)

---

LTV STEEL COMPANY, INC. and  
HANNA FURNACE CORPORATION,

Plaintiffs,

-vs-

THE CITY OF BUFFALO, NEW YORK  
THE CITY OF BUFFALO URBAN  
RENEWAL AGENCY and  
JOHN DOES NOS. 1-10,

Defendants.

---

**CERTIFICATE OF SERVICE**

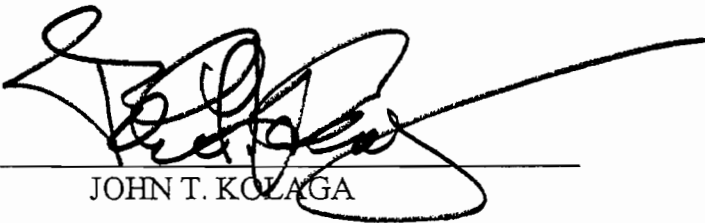
I certify that on September 27, 2002, I caused a true and correct copy of the Third Amendment to Proposed Consent Order Lodged July 16, 2002 to be served on the following by overnight mail, postage prepaid:

Richard E. Stanton, Esq.  
Office of Strategic Planning  
City of Buffalo  
920 City Hall  
Buffalo, NY 14202

Charles C. Martorana, Esq.  
Hiscock Barclay Saperston & Day  
1100 M&T Center  
Three Fountain Plaza  
Buffalo, NY 14203-1486

Kenneth K. Kilbert, Esq.  
Babst, Calland, Clements and Zomnir, P.C.  
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Pittsburgh, PA 15222

Van Carson, Esq.  
Squire, Sanders & Dempsey L.L.P.  
4900 Key Tower  
127 Public Square  
Cleveland, OH 44114-1304



JOHN T. KOLAGA

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

---

In the Matter of the Implementation of a **Voluntary Cleanup Agreement**

for: Former Steel and Coke Plant Site, the Marilla Street Landfill and the "August Feine Property"

by: Steelfields, LTD., "Volunteer"

Site #: V00133-9

Index #: B9-0525-97-11

---

**WHEREAS**, the Department is responsible for the enforcement of the ECL and the NL and such laws provide the Department authority to enter into this Agreement;

**WHEREAS**, the Department has established a Voluntary Cleanup Program to address the environmental, legal, and financial barriers that hinder the redevelopment and reuse of contaminated properties;

**WHEREAS**, Volunteer represents, and the Department relied upon such representations in entering into this Agreement, that Volunteer's involvement with the Site is limited to the following: Steelfields, LTD., as part of a transaction which includes entering into the Voluntary Cleanup Agreement, will take title to the Site and is not otherwise a PRP for the Site's contamination;

**WHEREAS**, the Site was previously owned and operated by LTV Steel Company, Inc. ("LTV") and The Hanna Furnace Corporation ("HFC");

**WHEREAS**, on December 29, 2000, LTV filed a petition for bankruptcy;

**WHEREAS**, on March 6, 2002, HFC filed a petition for bankruptcy;

**WHEREAS**, LTV and HFC have entered into a consent order which was lodged with the United States District Court for the Western District of New York on July 16, 2002 ("W.D.N.Y. Order"), which is attached to this Agreement in Exhibit "F", In Re: Chateaugay Corporation, Romar, Inc., The LTV Corporation, et al., Debtors, LTV Steel Company, Inc. and Hanna Furnace Corporation v. The City of Buffalo, New York, The City of Buffalo Urban Renewal Agency and John Does Nos. 1-10, 99-CV-0624E(F);

**WHEREAS**, LTV and HFC will enter into an Order on Consent with the Department ("NYSDEC Order") which will provide that LTV and HFC will contribute and/or assign funds to an escrow account which will be used to fund a remedial program and OM&M at this Site. The NYSDEC Order will be attached to this Agreement in Exhibit "G";

**WHEREAS**, the escrow account will be established pursuant to an Escrow Agreement, which will be signed concurrently with the execution of the NYSDEC Order, which will provide funds to be used for implementation of a remedial program at the Site;

**WHEREAS**, concurrently with execution of the NYSDEC Order LTV and HFC will enter into a Property Transfer Agreement with Steelfields providing for transfer of title to the Site;

**WHEREAS**, the Department entered into orders on consent with LTV Steel Company, Inc., on October 19, 1992 and September 30, 1997 pursuant to which LTV agreed to closure, post-closure maintenance and monitoring, and to remediation of the Marilla Street Landfill, and post-closure maintenance and monitoring continues to be required for the Marilla Street Landfill;

**WHEREAS**, Volunteer has agreed to assume the responsibility for post-closure maintenance and monitoring for the Marilla Street Landfill;

**WHEREAS**, the parties are entering into this Agreement in order to set forth a process through which the Department will approve and the Volunteer will implement activities designed to address in whole or in part environmental contamination at the Site; and

**WHEREAS**, the Department has determined that it is in the public interest to enter into this Agreement as a means to address environmental issues at the Site with private funds while ensuring the protection of human health and the environment;

**NOW, THEREFORE**, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. A. Site Specific Definitions

For purposes of this Agreement, the terms set forth in the Glossary attached to, and made a part of, this Agreement shall have the meanings ascribed to them in that Glossary. In addition, for purposes of this Agreement, the following terms shall have the following meanings:

1. "Contemplated Use": restricted industrial use and restricted commercial use excluding day care, child care and medical care uses.
2. "Escrow Agreement": the Escrow Agreement to be entered into by LTV, HFC, Steelfields LTD., Travelers Indemnity Company and Travelers Casualty and Surety Company, the Department and Key Bank, N.A., as Escrow Agent, establishing the Escrow Account. The Escrow Agreement will be attached to and incorporated into this Agreement as Exhibit "H."
3. "Existing Contamination": includes volatile organic compounds (VOC's, e.g. benzene, toluene, xylenes), semi-volatile organic compounds, metals, and cyanide as described in the following reports:

- a. Voluntary Cleanup Site Assessment Report by Malcolm-Pirnie, Inc., dated September 1997 (Volumes I-IV), and all investigative reports and items referenced therein.
- b. Phase I/Phase II Investigative Report by RECRA Environmental, Inc., as agents of N.Y.S. DEC, dated July 1990.
- c. Phase I/Phase II Environmental Site Assessment, Former Republic Steel Plant Area "Steel Manufacturing Site" by Malcolm-Pirnie, Inc., dated September 1997.
- d. Final Phase II Site Investigations by Malcolm-Pirnie, Inc. and ICF Kaiser, July 9, 1997.
- e. Voluntary Cleanup Site Assessment Report Area I & Addendum Republic Steel Parcel, Former Steel Manufacturing Site, Buffalo, New York (Rev. January 2000) by TurnKey Environmental Restoration.
- f. Voluntary Cleanup Site Assessment Report - Addendum Area II - Donner Hanna Coke Plant Parcel, Area III - Republic Steel Warehouse Parcel, Area IV - Donner Hanna Coke Yard Parcel, Former Steel Manufacturing Site, Buffalo, New York (Rev. January 2000) by TurnKey Environmental Restoration.
- g. Voluntary Cleanup Site Assessment Report, Addendum I Area I - Republic Steel Plant Parcel and Gas Holder Subarea of Area II by Turnkey Environmental Restoration, October 1999.

The term also includes contamination identified during the implementation of this Agreement, the nature and extent of which were unknown or insufficiently characterized as of the effective date of this Agreement, but which shall have been fully characterized and addressed to the Department's satisfaction. The documentation of such previously unknown contamination shall be provided in the Construction Closeout Report required by Section II.D.1 of this Agreement.

4. "Site": that parcel of real property known as "Former Steel and Coke Plant Areas", City of Buffalo Tax Map Parcel Numbers 122.16-1-8.1, 122.16-1-8.1A, 122.20-1-3.1, 123.17-1-11, 122.20-1-5.1, 122.20-1-21, 132.08-1-6, 132.08-1-6A, 132.08-1-7, 132.12-1-9.1, 132.12-1-10.1, which consists of four parcels of land set forth below ("Areas"), located in South Buffalo, New York. Areas which comprise the Site are generally bounded on the north by the Buffalo River and South Park Avenue, on the east by Abby Street, on the south by Tiff Street and Hood Industries, and on the west by current or former ConRail property and railroad tracks.

The Site includes the Areas identified as Areas I through IV, from north to south in Exhibit "A":

1. Area I: an approximately 91 acre parcel bounded on the north by the Buffalo River and South Park Avenue, on the east by Abby Street, on the south by property currently or formerly owned by ConRail, and on the west by current or former ConRail property and railroad tracks.

2. Area II: an approximately 53 acre parcel bounded on the north by Baraga Street, property currently or formerly owned by ConRail, and property owned by Feine Realty Co., Inc., on the east by Abby Street, on the south by Area III, and on the west by current or former ConRail property and railroad tracks. Area II also includes a small parcel located north of Baraga Street, which parcel is bounded on the north by current or former ConRail property, on the east by Abby Street, and on the west by property owned by Feine Realty Co., Inc.

3. Area III: an approximately 43 acre parcel bounded on the north by Area II, on the east by Abby Street, on the south by Area IV, and on the west by current or former ConRail property and railroad tracks.

4. Area IV: an approximately 31 acre parcel, bounded on the north by Area III, on the east by Abby Street, on the south by Tifft Street and Hood Industries, and on the west by current or former ConRail property and railroad tracks.

"Site" also includes the property known as the "Marilla Street Landfill", City of Buffalo Tax Map Parcel Numbers 132.12-1-7.1, 132.12-1-23, 132.16-1-9, 132.16-1-11.2, 132.20-1-2.2, 132.20-1-9, 133.13-1-8, 133.17-1-1, 133.17-1-2, 133.17-1-6, 133.17-1-9, and the property known as the "August Feine Property", which is an approximately 4.2 acre parcel located at 364 Baraga Street, City of Buffalo Tax Map Parcel Number 122.20-1-22.

Maps of the "Site" are attached to this Agreement in Exhibit "A". Exhibit "A" will also include surveys of the properties comprising the Site which are being prepared for Volunteer by Wendel Duchscherer and which will verify the information presented in this definition of the "Site".

"Site" does not include soil previously placed above grade along the Abbey Street corridor which is known as the "berm."

Exhibit "A" of this Agreement includes maps of the Site as described above. For purposes of Subparagraph II.H the term "Site" shall be construed to mean (a) the entire Site or (b) an Area of the Site.

5. "Subparcel" means a portion of an Area of the Site.

6. "Volunteer": Steelfields LTD. is a corporation organized and existing under the laws of New York State.

B. Volunteer shall implement a remedial program at the Site in accordance with the Department-approved Work Plan(s) and shall comply with the Escrow Agreement which will be attached to this Agreement as Exhibit "H".

## II. Development, Performance and Reporting of Work Plans

### A. Work Plan Labels

The work plans ("Work Plan" or "Work Plans") under this Agreement shall be captioned as follows:

1. "Investigation Work Plan" if the Work Plan provides for the investigation of the nature and extent of contamination at the Site;

2. "IRM Work Plan" if the Work Plan provides for an interim remedial measure;

3. "Remedial Action Work Plan" if the Work Plan provides for the Site's remediation to cleanup levels sufficient to allow for the Contemplated Use of the Site; The Remedial Action Work Plan to be implemented at the Site is titled: Work Plan for Voluntary Cleanup Program Remedial Design/Remedial Action Former Steel Manufacturing Site, Buffalo, New York, Revised September 2002, and any further revisions thereto. This Work Plan is attached to and incorporated into this Agreement in Exhibit "B".

4. "OM&M Work Plan" if the Work Plan provides for post-remedial construction operation, maintenance, and/or monitoring, including the Department approved OM&M Work Plan for the Marilla Street Landfill, Post Closure Monitoring and Maintenance Plan for Republic Steel/LTV Marilla Street Landfill, Site No. 915047, Revised May 2001, with Department letter of July 3, 2002, are attached to and incorporated into this Agreement in Exhibit "B".

### B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be performed under this Agreement is attached to this Agreement. Thereafter, the Volunteer can submit such other and additional work plans it deems appropriate.

2. A proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. A Professional Engineer must prepare, sign, and seal all Work Plans other than an Investigation Work Plan. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be incorporated into and become an

enforceable part of this Agreement and shall be implemented in accordance with the schedule contained therein. If the Department disapproves a Work Plan, the reasons for such disapproval shall be provided in writing. In the event the Department disapproves a Work Plan, within twenty (20) Days after receiving written notice of such disapproval, Volunteer shall elect in writing to: (i) modify or expand it; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement pursuant to Subparagraph XII.A.

3. During all field activities, Volunteer shall have on-Site a representative who is qualified to supervise the activities undertaken. Such representative may be an employee or a consultant retained by Volunteer to perform such supervision.

C. Revisions to Work Plans

If revisions to a Work Plan are required to satisfy the objectives of such Work Plan, the parties will negotiate revisions which shall be attached to and incorporated into the relevant Work Plan and which shall be enforceable under this Agreement. If the parties cannot agree upon revisions to the relevant Work Plan, then unless the Volunteer invokes dispute resolution pursuant to Paragraph XIII, either party may terminate this Agreement pursuant to Subparagraph XII.A.

D. Submission of Final Reports

1. In accordance with the schedule contained in a Work Plan, Volunteer shall submit a final report which includes the caption of that Work Plan on the cover page. The final report pertaining to that Work Plan's implementation shall include but not be limited to: all data generated relative to the Site and all other information obtained as part of the implementation of the subject Work Plan; all of the assessments and evaluations required by the subject Work Plan; a statement of any additional data that must be collected; and "as-built" drawings, to the extent necessary, showing all changes made during construction. Additionally, the final report for an Investigation Work Plan shall contain a certification by the person with primary responsibility for the day to day performance of the activities under this Agreement that those activities were performed in full accordance with the Investigation Work Plan, and all other Work Plan final reports must contain such certification made by a Professional Engineer with primary responsibility for the day to day performance of the activities under this Agreement that all such activities were performed in full accordance with the Department approved Work Plan.

2. An OM&M Work Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Action Work Plan.

E. Review of Submittals other than Work Plans

1. The Department shall timely notify Volunteer in writing of its approval or disapproval of each submittal other than a Work Plan. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. If the Department disapproves a submittal covered by this subparagraph, it shall specify the reasons for its disapproval and may request Volunteer to modify or expand the submittal. Within twenty (20) Days after receiving written notice that Volunteer's submittal has been disapproved, Volunteer shall elect in writing to either (i) modify or expand it; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement pursuant to Subparagraph XII.A. If Volunteer submits a revised submittal and it is disapproved, the Department and Volunteer may pursue whatever remedies may be available under this Agreement or under law.

3. Within sixty (60) Days of the Department's approval of a final report, Volunteer shall submit such additional Work Plans as it proposes to implement. Failure to submit any additional Work Plans within such period shall, unless other Work Plans are under review by the Department or being implemented by Volunteer, result in the termination of this Agreement pursuant to Subparagraph XII.B.

4. All approved final reports shall be submitted to the Department in an electronic format acceptable to the Department within thirty (30) Days of approval of such final report. If any document cannot be converted into electronic format, Volunteer shall so advise the Department and, if the Department concurs, submit such document in an alternative format acceptable to the Department.

F. Department's Determination of Need for Remediation

The Department will determine upon its approval of each final report dealing with the investigation of the Site whether remediation, or additional remediation as the case may be, is needed to allow the Site to be used for the Contemplated Use.

1. The Department shall timely notify Volunteer if it determines that remediation, or additional remediation, is not needed to allow the Site to be used for the Contemplated Use. If the Department determines that additional remediation is not needed and such determination is based upon use restrictions, Volunteer shall cause to be filed a Declaration of Covenants and Restrictions in accordance with Paragraph X within sixty (60) Days of receipt of the Department's determination. Upon receipt of a copy of such instrument, the Department will provide Volunteer with the Release described in Subparagraph II.H.

2. If the Department determines that remediation, or additional remediation, is needed to allow the Site to be used for the Contemplated Use, Volunteer may elect to submit for review and approval a proposed Work Plan (or a revision to an existing Remedial Action Work Plan for the Site) which addresses the remediation of Existing Contamination. Such proposed Work Plan shall include, among other requirements, an evaluation of the proposed remedy considering the factors set forth in 6 NYCRR 375-1.10(c)(1) through (c)(6), excluding consideration of cost-effectiveness. At a minimum, the remedial activities contemplated by the proposed Work Plan must eliminate or mitigate all significant threats to the public health and/or the environment and must result in the Site being protective of public health and the environment for the Contemplated Use. The Department will notice a proposed Work Plan addressing the

Site's remediation for public comment in accordance with Subparagraph II.G of this Agreement. If Volunteer elects not to develop a Work Plan under this Subparagraph or either party concludes that a mutually acceptable Work Plan under this Subparagraph cannot be negotiated, then this Agreement shall terminate in accordance with Subparagraph XII.A

G. Notice of Proposed Work Plan for the Site's Remediation

Whenever a Work Plan for the Site's remediation (other than an IRM Work Plan) is proposed, the Department will timely publish a notice in the Environmental Notice Bulletin to inform the public of the opportunity to submit comments on the proposed Work Plan within sixty (60) Days after the date of the issue in which the notice appears. The Department shall timely mail an equivalent notice to the City of Buffalo and County of Erie. The Department shall timely notify Volunteer following the close of the public comment period whether the proposed Work Plan needs to be revised. If the Department determines that revisions are necessary for Site conditions to be protective of the public health or the environment based upon the Contemplated Use, Volunteer agrees to negotiate revisions to the proposed Work Plan in accordance with Paragraph II.C. If either party concludes that such revisions cannot be negotiated, then this Agreement shall terminate in accordance with Subparagraph XII. If the Department determines that no revisions are required, then the Work Plan shall be attached hereto as Exhibit "B."

H. Release and Covenant Not to Sue

1. Upon the Department's determination that (i) Volunteer is in compliance with the Agreement; (ii) no requirements other than those remedial actions, exclusive of OM&M activities, already conducted at the Site, if any, are necessary to assure that Site conditions are protective of the public health and the environment based upon the Contemplated Use; and (iii) Volunteer has complied, if required, with Paragraph X, the Department shall timely provide Volunteer with the Release and Covenant Not to Sue attached hereto as Exhibit "C," subject to the terms and conditions stated therein.

2. When Volunteers implement to the Department's satisfaction all requirements of the Remedial Action Work Plan relating to an Area or subparcel of the Site with the exception of the Soil Fill Management Plan or other OM&M activities for that Area or subparcel, upon request the Department shall provide Volunteer with a written letter of forbearance for that Area or subparcel.

I. Submission of Annual Reports, if required

In the event that the remedy for the Site, if any, or any Work Plan for the Site requires operation, maintenance, and monitoring (OM&M), including reliance upon institutional or engineering controls, Volunteer shall cause the filing of an annual report by the 1<sup>st</sup> Day of the month following the anniversary of the start of the OM&M. Volunteer shall file such annual report until the Department determines that the Site can be closed out and so notifies Volunteer in writing. Such annual report shall be signed by a Professional Engineer and shall contain a certification that any institutional and engineering controls put in place pursuant to this Agreement are still in place, have not been materially altered, and are still effective in achieving

their objectives. Volunteer shall notify the Department within twenty-four (24) hours of discovery of any upset, interruption, or termination of one or more controls without the prior approval of the Department. Further, Volunteer shall take all actions required by the Department to maintain conditions at the Site that achieve the objectives of the remedy and/or the Work Plan and are protective of public health and the environment. An explanation of such upset, interruption, or termination of one or more controls and the steps taken in response shall be included in the foregoing notice and in the annual report required by this Subparagraph as well as in any progress reports required by Paragraph III. Volunteer can petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a Professional Engineer stating that such controls are no longer necessary for the protection of public health and the environment. The Department shall not unreasonably withhold its approval of such petition.

### III. Progress Reports

Volunteer shall submit a written and/or electronic progress report of its actions under this Agreement to the parties identified in Subparagraph XI.A.1 by the 10<sup>th</sup> Day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Volunteer in connection with this Site, whether under this Agreement or otherwise, in the previous reporting period, including quality assurance/quality control information; information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule, efforts made to mitigate such delays, and information regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period.

### IV. Enforcement

This Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. Volunteer shall not suffer any penalty or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement as a result of a Force Majeure Event provided it notifies the Department in writing within ten (10) Working Days of when it obtains knowledge of any such event. Volunteer shall include in such notice the measures taken and to be taken to prevent or minimize any delays and shall request an appropriate extension or modification of this Agreement. Volunteer shall have the burden of proving by a preponderance of the evidence that an event qualifies as a Force Majeure Event pursuant to this Paragraph.

### V. Entry upon Site

A. Volunteer hereby consents, upon reasonable notice under the circumstances presented, to entry upon the Site or areas in the vicinity of the Site which may be under the control of Volunteer, by any duly designated officer or employee of the Department or any State agency having jurisdiction with respect to the matters addressed in a Department-approved Work Plan, and by any agent, consultant, contractor or other person so authorized by the

Commissioner, all of whom shall abide by the health and safety rules in effect for the Site, for (i) inspecting, sampling, and copying records related to the contamination at the Site; (ii) implementing the activities under this Agreement; and (iii) testing and any other activities necessary to ensure Volunteer's compliance with this Agreement. Volunteer shall (i) provide the Department with suitable office space at the Site, including access to a telephone, to the extent available; and (ii) permit the Department full access to all non-privileged records relating to matters addressed by this Agreement. Raw data is not considered privileged and that portion of any privileged document containing raw data must be provided to the Department.

B. The Department shall have the right to take its own samples and scientific measurements and the Department and Volunteer shall have the right to obtain samples, duplicate samples, or both, of all substances and materials sampled. The Department shall make the results of all sampling and scientific measurements taken under this Subparagraph available to Volunteer.

#### VI. Payment of State Costs

A. Within forty-five (45) Days after receipt of an itemized invoice from the Department, Volunteer shall pay to the Department a sum of money not to exceed \$400,000.00 which shall represent reimbursement for State Costs for negotiating this Agreement, and all costs associated with this Agreement, through and including the Termination Date. The amount to be paid by Volunteer shall not exceed \$100,000 in any given calendar year. If State costs in any given calendar year exceed \$100,000 such costs shall be eligible for payment in subsequent years until the amount of \$400,000 has been paid.

B. Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports. The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

C. Such invoice shall be sent to Volunteer at the following address:

Paul H. Werthman, P. E.  
Steelfields, LTD.  
Key Tower, Suite 1350  
50 Fountain Plaza  
Buffalo, New York 14202

D. Each such payment shall be made payable to the Department of Environmental Conservation and shall be sent to: Bureau of Program Management, Division of Environmental Remediation, New York State Department of Environmental Conservation, 625 Broadway, Albany, NY 12233-7012.

E. Each party shall provide written notification to the other within ninety (90) Days of any change in the foregoing addresses.

F. Volunteer may contest, in writing, invoiced costs under Subparagraph VI.A if it believes (i) the cost documentation contains clerical, mathematical, or accounting errors; (ii) the costs are not related to the State's activities reimbursable under this Agreement; or (iii) the Department is not otherwise legally entitled to such costs. If Volunteer objects to an invoiced cost, Volunteer shall pay all costs not objected to within the time frame set forth in Subparagraph VI.A and shall, within thirty (30) Days of receipt of an invoice, identify in writing all costs objected to and identify the basis of the objection. This objection shall be filed with the BPM Director. The BPM Director or the BPM Director's designee shall have the authority to relieve Volunteer of the obligation to pay invalid costs. Within forty-five (45) Days of the Department's determination of the objection, Volunteer shall pay to the Department the amount which the BPM Director or the BPM Director's designee determines Volunteer is obligated to pay or commence an action or proceeding seeking appropriate judicial relief.

G. In the event any instrument for the payment of any money due under this Agreement fails of collection, such failure of collection shall constitute a violation of this Agreement, provided (i) the Department gives Volunteer written notice of such failure of collection, and (ii) the Department does not receive from Volunteer a certified check or bank check within fourteen (14) Days after the date of the Department's written notification.

## VII. Reservation of Rights

A. 1. Except as provided in the Release and Covenant Not to Sue (Exhibit "C") after its issuance and except as provided in Subparagraph VII.A.2, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's or the Trustee's rights or authorities, including, but not limited to, the right to recover natural resource damages, the right to take any investigatory or remedial action deemed necessary, and the right to exercise summary abatement powers with respect to any person, including Volunteer.

2. Except for the Department's right to take any investigatory or remedial action deemed necessary as a result of a significant threat resulting from the Existing Contamination or to exercise summary abatement powers, the Department shall not take any enforcement action under ECL Article 27, Title 13, under CERCLA, under the NL, or under comparable statutory or common law theories of remedial liability with respect to the Existing Contamination, to the extent that such contamination is being addressed under the Agreement, against Volunteer or Volunteer's grantees, successors, or assigns during the implementation of this Agreement, provided such party is in compliance with the terms and provisions of this Agreement, including, without limitation, the requirements of all Work Plans and amendments thereto.

B. Except as otherwise provided in this Agreement, Volunteer specifically reserves all rights and defenses under applicable law to contest, defend against, dispute, or disprove any actions, proceedings, allegations, assertions, determination, or order of the Department, including

any assertion of remedial liability by the Department against Volunteer, and further reserves all rights including the rights to notice, to be heard, to appeal, and to any other due process respecting any action or proceeding by the Department, including the enforcement of this Agreement. The existence of this Agreement or Volunteer's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing, or violation of law by Volunteer, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

C. Except as provided in Subparagraph XIV.O, Volunteer reserves such rights as it may have to seek and obtain contribution, indemnification, and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers, for past or future response and/or cleanup costs or such other costs or damages arising from contamination at the Site as provided under applicable law.

#### VIII. Indemnification

Volunteer shall indemnify and hold the Department, the Trustee, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Volunteer prior to the Termination Date except for liability arising from (i) vehicular accidents occurring during travel to or from the Site; or (ii) from willful, wanton, or malicious acts or omissions, or acts or omissions constituting gross negligence or criminal behavior by the Department, the State of New York, and/or their representatives and employees during the course of any activities conducted pursuant to this Agreement. The Department shall provide Volunteer with written notice no less than thirty (30) Days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

#### IX. Public Notice

A. Within thirty (30) Days after the effective date of this Agreement, Volunteer shall cause to be filed a Department-approved Notice of Agreement, which Notice shall be substantially similar to the Notice of Agreement attached to this Agreement as Exhibit "D," with the County Clerk in the county in which the Site is located (or the City Register if the Site is located in Manhattan, Bronx, Kings or Queens County) to give all parties who may acquire any interest in the Site notice of this Agreement. Within thirty (30) Days of such filing (or such longer period of time as may be required to obtain a certified copy provided Volunteer advises the Department of the status of its efforts to obtain same within thirty (30) Days), Volunteer shall provide the Department with a copy of such instrument certified by such County Clerk (or the City Register) to be a true and faithful copy. Volunteer may terminate such Notice on or after the Termination Date of this Agreement.

B. If Volunteer proposes to convey the whole or any part of Volunteer's ownership interest in the Site, or becomes aware of such conveyance, Volunteer shall, not fewer than forty-five (45) Days before the date of conveyance or within forty-five (45) Days after becoming aware of such conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the conveyance, and shall notify the transferee in writing, with

a copy to the Department, of the applicability of this Agreement. However, such obligation shall not extend to the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security agreement, lease, or any other right accruing to a person not affiliated with Volunteer to secure the repayment of money or the performance of a duty or obligation.

X. Declaration of Covenants and Restrictions

A. Within thirty (30) Days after the Department's approval of a Work Plan which relies upon one or more institutional controls, or within thirty (30) Days after the Department's determination pursuant to Subparagraph II.F.1 that additional remediation is not needed based upon use restrictions, Volunteer shall submit to the Department for approval a Declaration of Covenants and Restrictions to run with the land which provides for covenants and restrictions consistent with the Work Plan. The submittal shall be substantially similar to Exhibit "E." Volunteer shall cause such instrument to be recorded with the County Clerk (or the City Register) in the county in which the Site is located within thirty (30) Days after the Department's approval of such instrument. Volunteer shall provide the Department with a copy of such instrument certified by the County Clerk (or the City Register) to be a true and faithful copy within thirty (30) Days of such recording (or such longer period of time as may be required to obtain a certified copy provided Volunteer advises the Department of the status of its efforts to obtain same within such 30 Day period).

B. Volunteer or the owner of the Site may petition the Department to modify or terminate the Declaration of Covenants and Restrictions filed pursuant to this Paragraph at such time as it can certify that the Site is protective of human health and the environment for residential uses without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer. The Department will not unreasonably withhold its consent.

XI. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, hand delivered, or electronic copy unless otherwise requested by a party.

1. Communication from Volunteer shall be sent to:

Peter J. Buechi, P.E.  
New York State Department of Environmental Conservation  
Division of Environmental Remediation  
270 Michigan Avenue  
Buffalo, New York 14203

Gary Litwin  
Bureau of Environmental Exposure Investigation  
New York State Department of Health  
Flanigan Square  
547 River Street  
Troy, New York 12180-2216

Joseph P. Ryan, Esq.  
New York State Department of Environmental Conservation  
Division of Environmental Enforcement  
270 Michigan Avenue  
Buffalo, New York 14203

Andrew English  
Division of Environmental Remediation  
New York State Department of Environmental Conservation  
625 Broadway  
Albany, New York 12233-7017

Cameron O'Connor  
New York State Department of Health  
584 Delaware Avenue  
Buffalo, New York 14202

Copies of work plans and reports shall be submitted as follows:

- Three copies to Mr. Buechi
- One copy to Mr. Litwin
- One copy to Mr. Ryan
- One copy to Mr. English
- One copy to Mr. O'Connor

2. Communication from the Department to Volunteer shall be sent to:

Paul H. Werthman, P. E.  
Steelfields, LTD.  
Key Tower, Suite 1350  
50 Fountain Plaza  
Buffalo, New York 14202

B. The Department and Volunteer reserve the right to designate additional or different addressees for communication on written notice to the other.

C. Each party shall notify the other within ninety (90) Days after any change in the addresses listed in this Paragraph XI or in Paragraph VI.

## XII. Termination of Agreement

A. 1. Volunteer may elect in writing to terminate this Agreement without cause while the Department may only elect to terminate this Agreement for cause, which shall be established so long as the Department's stated reason is not arbitrary and capricious. The Department shall include in its notice of termination the basis for its election to terminate this Agreement.

2. In the event of either party's election to terminate this Agreement, this Agreement shall terminate effective the 5th Day after the non-terminating party's receipt of the written notification terminating this Agreement, except that such termination shall not affect the provisions contained in Paragraphs IV, VI and VIII and in Subparagraph XIV.O, nor Volunteer's obligation to ensure that it does not leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which prevailed before any activities were commenced under this Agreement, which provisions and obligation shall survive the termination of this Agreement.

B. Notwithstanding Subparagraph XII.A, this Agreement shall terminate without notice in the event that Volunteer fails to submit additional Work Plans in accordance with Subparagraph II.E, unless other Work Plans are under review by the Department or being implemented by Volunteer.

C. Should this Agreement be terminated or the Volunteer in any way fail to fully implement any Work Plan under this Agreement, the Volunteer, its successor or assigns hereby consents, upon reasonable notice under the circumstances presented, to continued entry upon the Site or areas in the vicinity of the Site which may be under the control of Volunteer, by any duly designated officer or employee of the Department or any State agency having jurisdiction with respect to matters addressed in a Department-approved Work Plan, and by any agent, consultant, contractor or other persons so authorized by the Commissioner, for the purposes of conducting any investigative or remedial activities the Department deems necessary.

D. Should this Agreement be terminated, the Volunteer, its successors or assigns shall, should the Department determine one or more institutional controls or use restrictions be necessary at the Site or any portion of the Site, file any necessary Declaration of Covenants and Restrictions as set forth in Paragraph X and Exhibit "E" of this Agreement.

## XIII. Dispute Resolution

A. If Volunteer disagrees with the Department's notice of disapproval of a submittal or a proposed Work Plan, disapproval of a final report, nullification of this Agreement pursuant to Subparagraph XIV.A.2, or rejection of Volunteer's assertion of a Force Majeure Event, Volunteer may, within thirty (30) Days of receipt of such notice, request in writing informal negotiations with the Department in an effort to resolve the dispute. A copy of such request shall

be sent by Volunteer to the appropriate Remedial Bureau Chief in the Department's Central Office. The Department and Volunteer shall consult together in good faith and exercise best efforts to resolve any differences or disputes without resort to the procedures described in Subparagraph XIII.B. The period for informal negotiations shall not exceed thirty (30) Days from Volunteer's request for informal negotiations. If the parties cannot resolve a dispute by informal negotiations during this period, the Department's position shall be considered binding unless Volunteer notifies the Department in writing within thirty (30) Days after the conclusion of the thirty (30) Day period for informal negotiations that it invokes the dispute resolution provisions provided under Subparagraph XIII.B.

B. 1. Volunteer shall file with the "OH&M" a request for formal dispute resolution and a written statement of the issues in dispute, the relevant facts upon which the dispute is based, factual data, analysis, or opinion supporting its position, and all supporting documentation upon which Volunteer relies (hereinafter called the "Statement of Position"). A copy of such request and written statement shall be provided contemporaneously to the Director and to the parties listed under Subparagraph XI.A.1.

2. The Department shall serve its Statement of Position no later than twenty (20) Days after receipt of Volunteer's Statement of Position.

3. Volunteer shall have the burden of proving by substantial evidence that the Department's position does not have a rational basis and should not prevail. The OH&M can conduct meetings, in person or via telephone conferences, and request additional information from either party if such activities will facilitate a resolution of the issues.

4. The OH&M shall prepare and submit a report and recommendation to the Director. The Director shall issue a final decision resolving the dispute in a timely manner. The final decision shall constitute a final agency action and Volunteer shall have the right to seek judicial review of the decision pursuant to Article 78 of the CPLR provided that Volunteer notifies the Department within thirty (30) Days after receipt of a copy of the final decision of its intent to commence an Article 78 proceeding and commences such proceeding within sixty (60) Days after receipt of a copy of the Director's final decision. Volunteer shall be in violation of this Agreement if it fails to comply with the final decision resolving this dispute within forty-five (45) Days after the date of such final decision, or such other time period as may be provided in the final decision, unless it seeks judicial review of such decision within the forty-five (45) Day period provided. In the event that Volunteer seeks judicial review, Volunteer shall be in violation of this Agreement if it fails to comply with the final Court Order or settlement within thirty (30) Days after the effective date of such Order or settlement, unless otherwise directed by the Court. For purposes of this Subparagraph, a Court Order or settlement shall not be final until the time to perfect an appeal of same has expired.

5. The invocation of dispute resolution shall not extend, postpone, or modify Volunteer's obligations under this Agreement with respect to any item not in dispute unless or until the Department agrees or a Court determines otherwise. The invocation of the procedures set forth in this Paragraph XIII shall constitute a waiver of any and all other administrative remedies which may otherwise be available to Volunteer regarding the issue in dispute.

6. The Department shall keep an administrative record of any proceedings under this Paragraph XIII which shall be available consistent with Article 6 of the Public Officers Law.

7. Nothing in this Paragraph XIII shall be construed as an agreement by the parties to resolve disputes through administrative proceedings pursuant to the State Administrative Procedure Act, the ECL, or 6 NYCRR Part 622 or Section 375-2.1.

#### XIV. Miscellaneous

A. 1. Volunteer hereby certifies that all information known to Volunteer and all information in the possession or control of Volunteer and its agents which relates in any way to the contamination existing at the Site on the effective date of this Agreement, and to any past or potential future release of hazardous substances, pollutants, or contaminants at or from the Site, and to its application for this Agreement, has been fully and accurately disclosed to the Department in conjunction with the Volunteer's application for the Voluntary Cleanup Program.

2. If the information provided and certifications made by Volunteer are not materially accurate and complete, this Agreement, except with respect to the provisions of Paragraphs IV, VI and VIII and Subparagraph XIV.O, at the sole discretion of the Department, shall be null and void *ab initio* fifteen (15) Days after the Department's notification of such inaccuracy or incompleteness or fifteen (15) Days after issuance of a final decision resolving a dispute pursuant to Paragraph XIII, whichever is later, and the Department shall reserve all rights that it may have, unless, however, Volunteer submits information within that fifteen (15) Day time period indicating that the information provided and the certifications made were materially accurate and complete.

B. Volunteer shall allow the Department to attend, and shall notify the Department at least seven (7) Working Days in advance of, any field activities to be conducted pursuant to this Agreement, as well as any pre-bid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting; nothing in this Agreement shall be construed to require Volunteer to allow the Department to attend portions of meetings where privileged matters are discussed.

C. Volunteer shall use "best efforts" to obtain all Site access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations necessary to perform Volunteer's obligations under this Agreement, except that the Department may exempt Volunteer from the requirement to obtain any permit issued by the Department for any activity that is conducted on the Site and that the Department determines satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit. If, despite Volunteer's best efforts, any access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations required to perform this Agreement are not obtained within forty-five (45) Days after the effective date of this Agreement or within forty-five (45) Days after the date the Department notifies Volunteer in writing that additional access beyond that previously secured is necessary, Volunteer shall promptly notify the Department,

and shall include in that notification a summary of the steps Volunteer has taken to obtain access. The Department may, as it deems appropriate and within its authority, assist Volunteer in obtaining access. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require Volunteer to modify the Work Plan pursuant to Subparagraph II.C of this Agreement to reflect changes necessitated by the lack of access and/or approvals.

D. Volunteer shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this Agreement.

E. Volunteer shall provide a copy of this Agreement to each contractor hired to perform work required by this Agreement and shall condition all contracts entered into to carry out the obligations identified in this Agreement upon performance in conformity with the terms of this Agreement. Volunteer or its contractor(s) shall provide written notice of this Agreement to all subcontractors hired to perform any portion of the work required by this Agreement. Volunteer shall nonetheless be responsible for ensuring that Volunteer's contractors and subcontractors perform the work in satisfaction of the requirements of this Agreement.

F. The paragraph headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Agreement.

G. 1. Except for the Escrow Agreement, the terms of this Agreement shall constitute the complete and entire agreement between the Department and Volunteer concerning the implementation of the activities required by this Agreement. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Volunteer of Volunteer's obligation to obtain such formal approvals as may be required by this Agreement. In the event of a conflict between the terms of this Agreement and any Work Plan submitted pursuant to this Agreement, the terms of this Agreement shall control over the terms of the Work Plan(s) attached as Exhibit "B." Volunteer consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Agreement.

2. i. Except as set forth herein, if Volunteer desires that any provision of this Agreement be changed, other than a provision of a Work Plan or a time frame, Volunteer shall make timely written application to the Commissioner with copies to the parties listed in Subparagraph XI.A.1. The Commissioner or the Commissioner's designee shall timely respond.

ii. Changes to the Work Plan shall be accomplished as set forth in Subparagraph II.C of this Agreement.

iii. Changes to a time frame set forth in this Agreement shall be accomplished by a written request to the Department's project attorney and project manager, which request shall be timely responded to in writing. The Department's decision relative to a request for a time frame change shall be subject to dispute resolution pursuant to Paragraph XIII.

H. 1. If there are multiple parties signing this Agreement, the term "Volunteer" shall be read in the plural where required to give meaning to this Agreement. Further, the obligations of Volunteers under this Agreement are joint and several and the insolvency of or failure by any Volunteer to implement any obligations under this Agreement shall not affect the obligations of the remaining Volunteer(s) to carry out the obligations under this Agreement.

2. If Volunteer is a partnership, the obligations of all general partners, including limited partners who act as general partners, to finance and perform obligations under this Agreement and to pay amounts owed to the Department under this Order are joint and several. In the event of the insolvency or other failure of any one or more of the general partners to implement the requirements of this Agreement, the remaining general partners shall complete all such requirements.

3. Notwithstanding the foregoing Subparagraphs XIV.H.1 and 2, if multiple parties sign this Agreement as Volunteers but not all of the signing parties elect, pursuant to Subparagraph II.F.2, to implement a Work Plan, then all Volunteers are jointly and severally liable for each and every obligation under this Agreement through the completion of activities in such Work Plan that all such parties consented to; thereafter, only those Volunteers electing to perform additional work shall be jointly and severally liable under this Agreement for the obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Agreement relative to the activities set forth in such Work Plan(s). Further, only those Volunteers electing to implement such additional Work Plan(s) shall be eligible to receive the release and covenant not to sue as provided under Subparagraph II.H.

I. Except as provided in Subparagraph XIV.O, and to the extent authorized under 42 U.S.C. Section 9613, New York General Obligations Law Section 15-108, and any other applicable law, Volunteer shall be deemed to have resolved its liability to the State for purposes of contribution protection provided by CERCLA Section 113(f)(2) for "matters addressed" pursuant to and in accordance with this Agreement. "Matters addressed" in this Agreement shall mean all response actions taken to implement this Agreement for the Site and all response costs incurred and to be incurred by any person or party in connection with the work performed under this Agreement, which costs have been paid by Volunteer, including reimbursement of State Costs pursuant to this Agreement.

J. Volunteer, Volunteer's grantees, lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership of Volunteer including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Volunteer's responsibilities under this Agreement.

K. All activities undertaken by Volunteer pursuant to this Agreement shall be performed in accordance with the requirements of all applicable Federal and State laws, regulations, and guidance documents.

L. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in ECL Article 27, Title 13 or in regulations promulgated under such statute shall have the meaning assigned to them under said statute or regulations. Whenever terms listed in the Glossary attached hereto are used in this Agreement or in the attached Exhibits, the definitions set forth in the Glossary shall apply. In the event of a conflict, the definition set forth in the Glossary shall control.

M. Volunteer's obligations under this Agreement represent payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty.

N. This Agreement may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

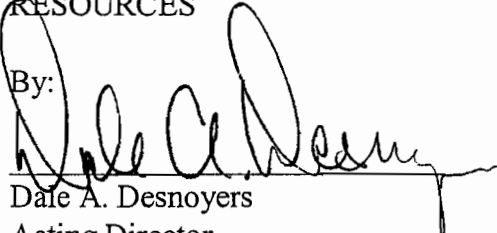
O. Volunteer and Volunteer's partners, officers, shareholders, directors, employees, agents, lessees, sub-lessees, grantees, successors and assigns hereby waive any right to pursue reimbursement of monies expended as against the State or the Spill Fund, and agree to indemnify and hold harmless the Spill Fund from any and all legal and/or equitable claims, suits, causes of action, or demands whatsoever that same has or may have with respect to the Site and with respect to petroleum contamination on the Site and/or having migrated or migrating from the Site.

P. The effective date of this Agreement is the 10<sup>th</sup> Day after the date it is signed by the Commissioner or the Commissioner's designee.

DATED: OCT 10 2002

ERIN M. CROTTY, COMMISSIONER  
NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION AND  
TRUSTEE OF THE STATE'S NATURAL  
RESOURCES

By:



Dale A. Desnoyers

Acting Director

Division of Environmental Remediation

## CONSENT BY VOLUNTEER

Volunteer hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

Steelfields, LTD.

By: Richard A. Paluso

Title: Secretary

Date: Oct 15<sup>th</sup>, 2002

STATE OF NEW YORK           )  
  ) ss:  
COUNTY OF NUE                 )

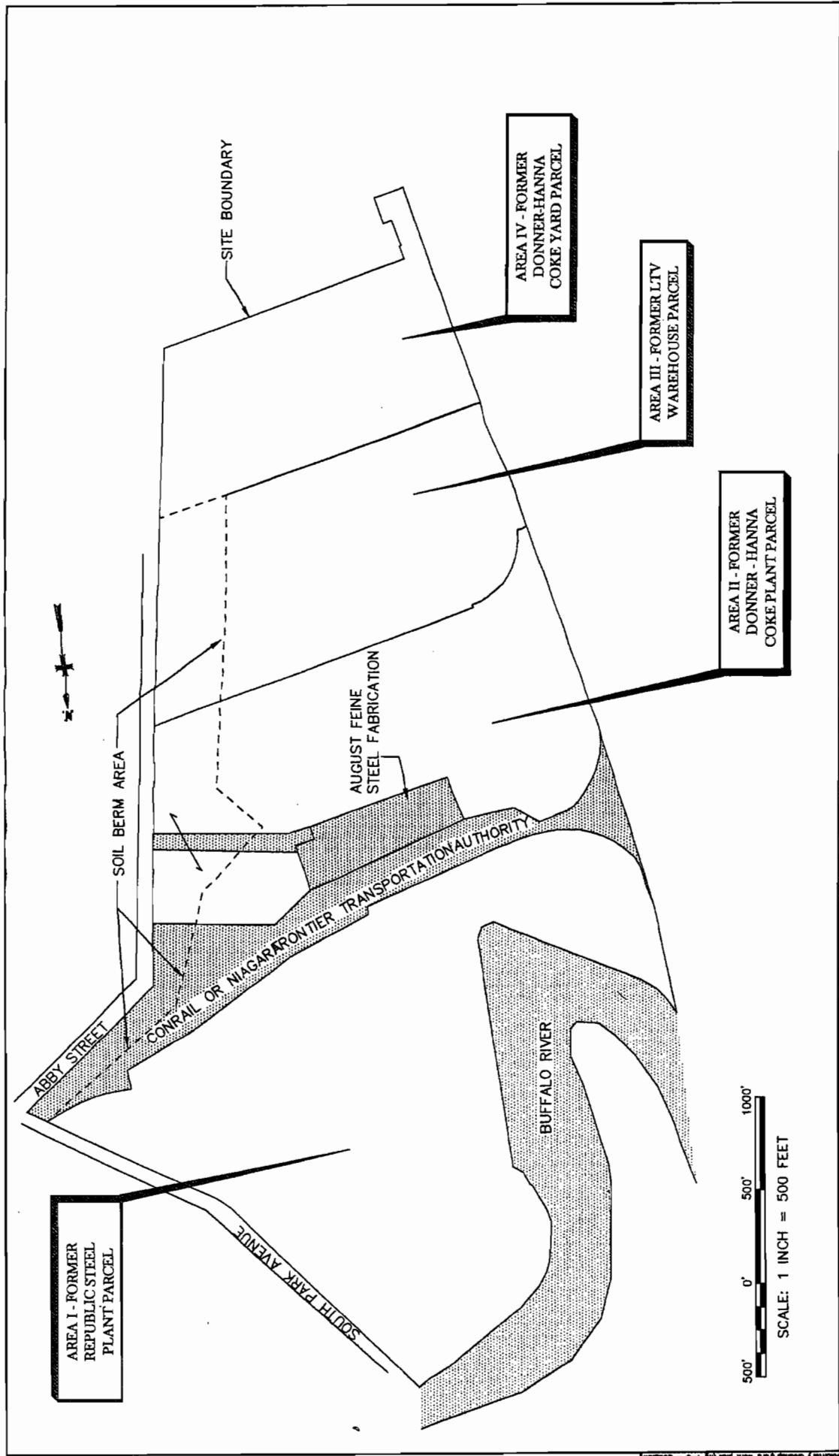
On the 15 day of October, in the year 2002, before me, the undersigned, personally appeared LICHTER H. HARRIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Mr. Mica  
Signature and Office of individual  
taking acknowledgment

LOUIS J. MICCA  
Notary Public, State of New York  
Qualified in Monroe County  
Reg. No. 4947196  
Commission Expires February 13, 2003

**EXHIBIT "A"**

**Maps of Site**



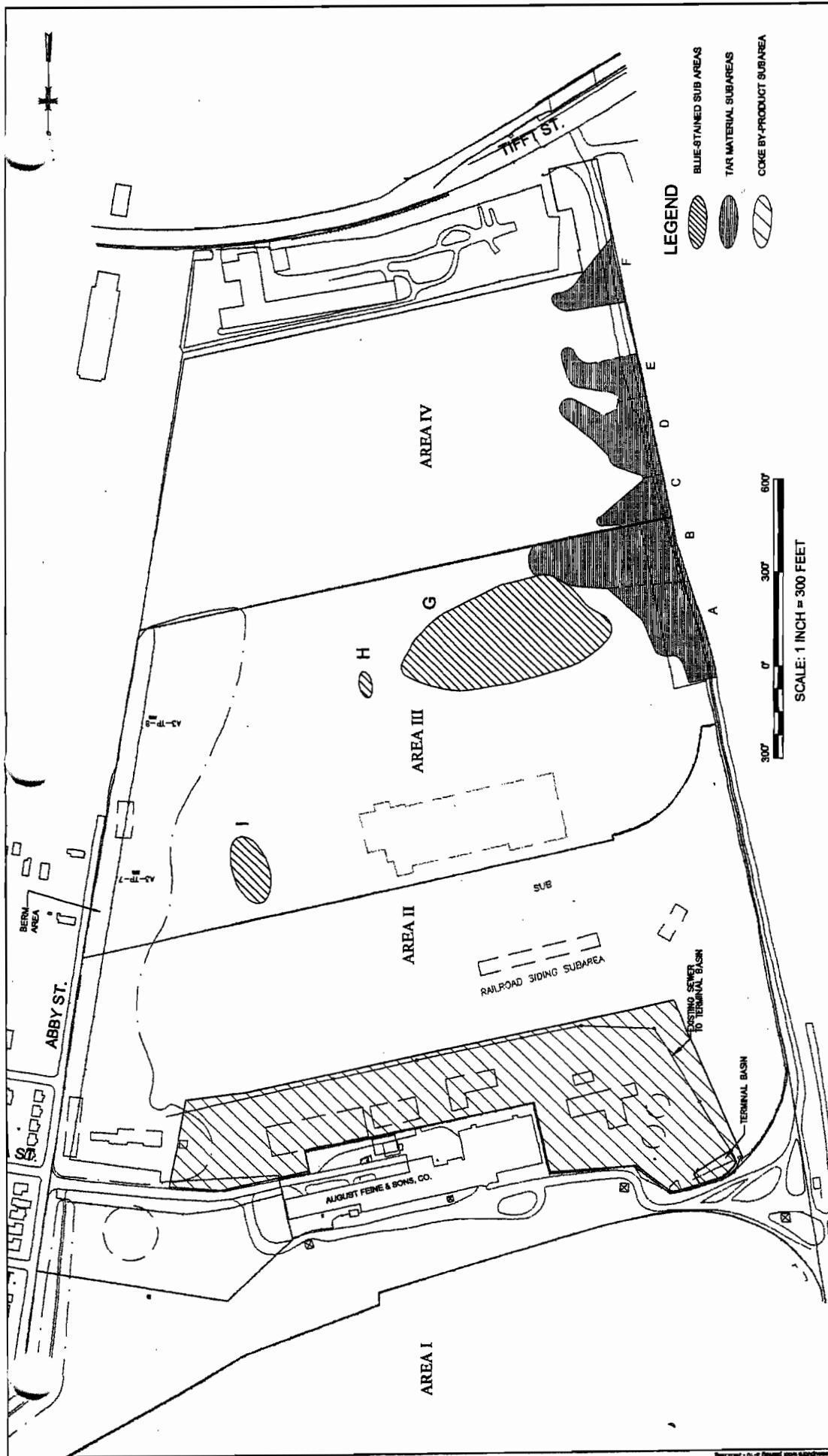
**FIGURE 1-3**

PROJECT NO.: 0062-001-100  
PROJECT LOCATION: BUFFALO, NEW YORK

**SITE MAP**

RD/RA WORK PLAN  
STEELFIELDS LLC





**FIGURE 3-10**

PROJECT NO.: 0062-001-100  
PROJECT LOCATION: BUFFALO, NEW YORK

SUBAREAS OF ENVIRONMENTAL CONCERN  
IN AREAS II, III, AND IV  
RD/RA WORK PLAN  
STEELFIELDS LLC



**EXHIBIT "B"**

**Department-Approved Work Plan(s)**

---

**WORK PLAN  
for  
VOLUNTARY CLEANUP PROGRAM  
REMEDIAL DESIGN/REMEDIAL  
ACTION**

**FORMER STEEL MANUFACTURING SITE  
BUFFALO, NY**

---

Revised September 2002

0062-001-100

Prepared for:

**Steelfields LLC  
Buffalo, NY**

Prepared by:



**POST-CLOSURE MONITORING AND  
MAINTENANCE PLAN FOR**

**REPUBLIC STEEL/LTV  
MARILLA STREET LANDFILL  
SITE I.D. NO. 915047**

**RECEIVED**

**MAY 15 2001**

**NYSDEC - REG. 9  
FOIL  
REL UNREL**

**LTV Steel Company  
Cleveland, Ohio**

**Date: October 1999  
Revised: January 2000  
Revised May 2001**

**Project No.: 0002-010-100**

Prepared by:



**RECEIVED**

**MAY 22 2001**

**NYSDEC - REG. 9  
FOIL  
REL UNREL**

**New York State Department of Environmental Conservation**

**Division of Environmental Remediation, Region 9**

670 Michigan Avenue, Buffalo, New York, 14203-2999

Phone: (716) 851-7220 • FAX: (716) 851-7226

Website: [www.dec.state.ny.us](http://www.dec.state.ny.us)



Erin M. Crotty  
Commissioner

July 3, 2002

Paul H. Werthman, P.E.  
Steelfields, LLC  
50 Fountain Plaza, Suite 1350  
Buffalo, New York 14202

Dear Mr. Werthman:

Proposed Revisions to Marilla Street Landfill  
Post-Closure Monitoring Plan  
(Site I.D. # 915047)  
Buffalo, New York

This is in response to your letters dated June 26, 2002 and July 2, 2002 wherein you proposed some revisions to the May 2001 Post-Closure Monitoring and Maintenance Plan for the Republic Steel/LTV/Marilla Street Landfill. Our response to the revisions is as follows:

**Surface Water Monitoring Location Revisions:**

1. The proposal to consolidate surface water monitoring locations SW-3, SW-4, and SW-6 to a new location SW-3A is acceptable.
2. The proposal to relocate surface water monitoring location SW-2 to SED-1 location is acceptable.
3. The Department believes that collection of surface water data from location SW-5 is necessary as some of the contaminated sediment underneath the Tift Street bridge was capped in place.

### Monitoring Frequency and Parameter Revision

1. Our review of the data submitted with your letter indicates that some volatile organics (VOCs) have been detected in some of the monitoring wells. Acetone was found above the Guidance Value in 3B and 7B. Dichloroethene and TCE were found above the Groundwater Standards in 16B. Since the VOCs data presented is from one year sampling only, testing for VOCs cannot be eliminated at this time. After reviewing two additional sets of data for VOCs, NYSDEC would reconsider your request to eliminate VOCs from the test parameters list for some monitoring wells.

Elimination of chloride, sulfate, potassium, sodium, antimony, and mercury from the test parameters list is acceptable. Cadmium should be tested for along with other parameters.

2. The proposed monitoring frequency of groundwater and surface water to annual, is acceptable.

If you have any questions related to this matter, please feel free to call me at (716) 851-7220.

Sincerely,



Jaspal S. Walia, P.E.  
Environmental Engineer

cc: Mr. Peter Buechi, NYSDEC  
Mr. Martin Doster, NYSDEC  
Mr. Cameron O' Connor, NYSDOH

## EXHIBIT "C"

### Release and Covenant Not to Sue

Unless otherwise specified in this letter, all terms used in this letter shall have the meaning assigned to them under the terms of the Voluntary Cleanup Agreement entered into between the New York State Department of Environmental Conservation (the "Department") and \_\_\_\_\_ ("Volunteer"), Index No. \_\_\_\_\_ (the "Agreement").

The Department is pleased to report that the Department is satisfied that the Agreement's Work Plan(s) relative to the Site, located at \_\_\_\_\_ has been successfully implemented.

The Department and the Trustee of New York State's natural resources ("Trustee"), therefore, hereby release and covenant not to sue, and shall forbear from bringing any action, proceeding, or suit pursuant to the Environmental Conservation Law, the NL or the State Finance Law, and from referring to the Attorney General any claim for recovery of costs incurred by the Department, against Volunteer and Volunteer's lessees and sublessees, grantees, successors, and assigns, and their respective secured creditors, for the further investigation and remediation of the Site, and for natural resource damages, based upon the release or threatened release of Covered Contamination, provided that (a) timely payments of the amounts specified in Paragraph VI of the Agreement continue to be or have been made to the Department, (b) appropriate deed restrictions remain recorded in accordance with Paragraph X of the Agreement, and (c) Volunteer and/or its' lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Work Plan providing for OM&M, if any. Nonetheless, the Department and the Trustee hereby reserve all of their respective rights concerning, and such release and covenant not to sue shall not extend to any further investigation or remedial action the Department deems necessary:

- due to off-Site migration of petroleum;
- due to environmental conditions or information related to the Site which were unknown at the time this Release and Covenant Not to Sue was issued and which indicate that the Contemplated Use cannot be implemented with sufficient protection of human health and the environment;
- due to Volunteer's failure to implement the Agreement to the Department's satisfaction;  
or
- due to fraud committed by Volunteer in entering into or implementing this Agreement.

Additionally, the Department and the Trustee hereby reserve all of their respective rights concerning, and any such release and covenant not to sue shall not extend to Volunteer nor to any of Volunteer's lessees, sublessees, successors, or assigns who cause or allow a release or threat of release at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Covered Contamination; or cause or allow the use of the Site to change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; nor to any of Volunteer's lessees, sublessees, successors, or assigns who are otherwise responsible under law for the remediation of the Existing Contamination independent of any obligation that party may have respecting same resulting solely from the Agreement's execution.

Notwithstanding the above, however, with respect to any claim or cause of action asserted by the Department or the Trustee, the one seeking the benefit of this release and covenant not to sue shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Covered Contamination.

Notwithstanding any other provision in this release, covenant not to sue, and forbearance,

- if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this letter shall be construed or deemed to preclude the State of New York from recovering such claim.
- except as provided in this letter and in Agreement, nothing contained in the Agreement or in this letter shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's or Trustee's rights (including, but not limited to, the right to recover natural resources damages) with respect to any party, including Volunteer.
- nothing contained in this letter shall prejudice any rights of the Department or Trustee to take any investigatory or remedial action it deems necessary if Volunteer fails to comply with the Agreement or if contamination other than Existing Contamination is encountered at the Site.
- nothing contained in this letter shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.
- nothing contained in this letter shall be construed to affect the Department's right to terminate the Agreement under the terms of the Agreement at any time during its implementation if Volunteer fails to comply substantially with the Agreement's terms and conditions.

In conclusion, the Department is pleased to be part of this effort to return the Site to productive use of benefit to the entire community.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION AND TRUSTEE OF NEW YORK STATE'S  
NATURAL RESOURCES

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

Date: \_\_\_\_\_

**Appendix "A"**  
**(to Exhibit "C")**  
**Map of the Site**

**Exhibit "D"**

**NOTICE OF AGREEMENT**

**This Notice** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_ regarding a parcel of real property located at \_\_\_\_\_ bearing Tax Map Number \_\_\_\_\_ (the "Property"); and

**WHEREAS**, \_\_\_\_\_ ("Volunteer"), entered into an agreement with the Department of Environmental Conservation, Index # \_\_\_\_\_ ( the "Agreement"), concerning contamination which is or may be present on the Property, which Agreement was executed on behalf of the Department on \_\_\_\_\_; and

**WHEREAS**, in return for the remediation of the Property pursuant to the Agreement to the satisfaction of the Department, the Department will provide Volunteer and its lessees and sublessees, grantees, successors, and assigns, including their respective secured creditors, with a release, covenant not to sue, and forbearance from bringing any action, proceeding, or suit related to the Site's further investigation or remediation, subject to certain reservations set forth in the Agreement; and

**WHEREAS**, pursuant to the Agreement, Volunteer agreed to cause the filing of a notice of the Agreement with the \_\_\_\_\_ County Clerk in accordance with Paragraph IX of the Agreement to give all parties who may acquire any interest in the Property notice of the Agreement.

**NOW, THEREFORE**, Volunteer, for itself and for its successors and assigns, declares that:

1. This Notice of Agreement is hereby given to all parties who may acquire any interest in the Property; and

2. This Notice shall terminate upon the filing of a Notice of Termination of this Agreement after having first received approval to do so from the New York State Department of Environmental Conservation or having terminated the Agreement pursuant to its Paragraph XII.

**IN WITNESS WHEREOF**, Volunteer has executed this Notice of Agreement by its duly authorized representative.

Dated:

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

STATE OF NEW YORK

)

) ss:

COUNTY OF

)

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 200\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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Signature and Office of individual  
taking acknowledgment

**Appendix "A"**

**(to Exhibit "D")**

**Map of the Property**

**Exhibit "E"**

**DECLARATION of COVENANTS and RESTRICTIONS**

**THIS COVENANT**, made the \_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_  
a [natural person residing at \_\_\_\_\_/partnership organized and existing under  
the laws of the State of \_\_\_\_\_/ corporation organized and existing under the  
laws of the State of \_\_\_\_\_] and having an office for the transaction of business  
at \_\_\_\_\_:

**WHEREAS**, \_\_\_\_\_ is the subject of a Voluntary Agreement  
executed by \_\_\_\_\_ as part of the New York State Department of Environmental  
Conservation's (the "Department's") Voluntary Cleanup Program, namely that parcel of real  
property located on \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_, County of  
\_\_\_\_\_, State of New York, which is part of lands conveyed  
by \_\_\_\_\_ to \_\_\_\_\_ by deed dated \_\_\_\_\_ and recorded in the  
\_\_\_\_\_ County Clerk's Office on \_\_\_\_\_ in Book \_\_\_\_\_ of Deeds at Page \_\_\_\_\_  
and being more particularly described in Appendix "A," attached to this declaration and made a  
part hereof, and hereinafter referred to as "the Property"; and

**WHEREAS**, the Department approved a remedy to eliminate or mitigate all  
significant threats to the environment presented by the contamination disposed at the Property  
and such remedy requires that the Property be subject to restrictive covenants.

**NOW, THEREFORE**, \_\_\_\_\_, for itself and its successors and/or  
assigns, covenants that:

First, the Property subject to this Declaration of Covenants and Restrictions, is as  
shown on a map attached to this declaration as Appendix "B" and made a part hereof, and  
consists of **[insert metes and bounds description]**

Second, unless prior written approval by the New York State Department of  
Environmental Conservation or, if the Department shall no longer exist, any New York State  
agency or agencies subsequently created to protect the environment of the State and the health of  
the State's citizens, hereinafter referred to as "the Relevant Agency," is first obtained, there shall  
be no construction, use or occupancy of the Property that results in the disturbance or excavation  
of the Property, which threatens the integrity of the soil cap, or which results in unacceptable  
human exposure to contaminated soils.

Third, the owner of the Property shall maintain the cap covering the Property by  
maintaining its grass cover or, after obtaining the written approval of the Relevant Agency, by  
capping the Property with another material.

Fourth, the owner of the Property shall prohibit the Property from ever being used for purposes other than for restricted industrial and restricted commercial use excluding day care, child care and medical care uses without the express written waiver of such prohibition by the Relevant Agency.

Fifth, the owner of the Property shall prohibit the use of the groundwater underlying the Property without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Relevant Agency.

Sixth, the owner of the Property shall continue in full force and effect any institutional and engineering controls required under the Agreement and maintain such controls unless the owner first obtains permission to discontinue such controls from the Relevant Agency.

Seventh, this Declaration is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property, and shall provide that the owner, and its successors and assigns, consents to enforcement by the Relevant Agency of the prohibitions and restrictions that Paragraph X of the Agreement requires to be recorded, and hereby covenants not to contest the authority of the Relevant Agency to seek enforcement.

Eighth, any deed of conveyance of the Property, or any portion thereof, shall recite, unless the Relevant Agency has consented to the termination of such covenants and restrictions, that said conveyance is subject to this Declaration of Covenants and Restrictions.

**IN WITNESS WHEREOF**, the undersigned has executed this instrument the day written below.

[acknowledgment]

**Exhibit "F"**

**United States District Court  
Western District of New York  
Consent Order  
99-CV-0624E(F)**

**July 16, 2002**

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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In Re:

CHATEAUGAY CORPORATION,  
ROMAR, INC.  
THE LTV CORPORATION, et al.

Debtors.

---

Civil Action No. 99-CV-0624E(F)

CONSENT ORDER

LTV STEEL COMPANY, INC. and  
HANNA FURNACE CORPORATION,

Plaintiffs,

-vs-

THE CITY OF BUFFALO, NEW YORK  
THE CITY OF BUFFALO URBAN  
RENEWAL AGENCY and  
JOHN DOES NOS. 1-10,

Defendants.

---

The Parties to this proceeding, Plaintiff LTV Steel Company, Inc. ("LTV"), Plaintiff Hanna Furnace Corporation ("Hanna"), Defendant City of Buffalo, New York ("City"), and Defendant the City of Buffalo Urban Renewal Agency ("BURA") (hereinafter, collectively, the "Parties" and individually, the "Party"), hereby respectfully lodge this proposed Consent Order providing for the full and final resolution of claims as provided herein on the following terms and conditions, contingent upon: (1) the fulfillment of certain specified Conditions Precedent set forth herein; (2) the filing of a Motion for Entry of this Consent Order; and (3) approval and entry of this Consent Order by this Court:

WHEREAS, LTV and Hanna filed a Complaint in this matter against the City and BURA on September 2, 1999 asserting claims relating to a berm allegedly constructed by Defendants on a portion of an approximately 220-acre parcel containing a former steel plant and a former coke manufacturing facility owned by Plaintiffs in South Buffalo (the "Plant Site");

WHEREAS, the City and BURA filed their Answers and Counterclaims on December 13, 1999, and the City filed an Amended Answer and Counterclaims on October 6, 2000, asserting legal and equitable claims for injunctive relief relating to conditions at or from the Plant Site and adjacent residential areas known as the Hickory Woods Neighborhood (the "Residential Properties") and also seeking reimbursement for certain costs and expenses incurred by the City and BURA related thereto;

WHEREAS, LTV filed a separate adversary proceeding against the City and BURA in the U.S. Bankruptcy Court for the Southern District of New York on September 2, 1999 styled LTV Steel Company, Inc., et al. v. The City of Buffalo (In re Chateaguay Corp.), Case No 86 B 11270 (Jointly Administered), Adv. Proc. No.: 998585A (BRL), which, by motion of the City and BURA, was subsequently transferred to the Western District of New York by Opinion and Order issued by the Bankruptcy Court on March 29, 2002;

WHEREAS, the adversary proceeding transferred to this Court by the U.S. Bankruptcy Court for the Southern District of New York was consolidated with the instant proceeding by Memorandum and Order of this Court dated May 9, 2002;

WHEREAS, LTV filed a petition for bankruptcy and is currently operating pursuant to an Asset Protection Plan approved by U.S. Bankruptcy Judge William T. Bodoh of the Northern District of Ohio;

WHEREAS, Hanna filed a petition for bankruptcy and is currently operating under U.S. Bankruptcy Court protection in the Northern District of Illinois;

WHEREAS, the U.S. Bankruptcy Court of the Northern District of Ohio and the U.S. Bankruptcy Court of the Northern District of Illinois shall be known herein collectively as "the Bankruptcy Courts";

WHEREAS, the Parties agree and submit that resolution of this proceeding upon the terms of this Consent Order is in the public interest;

WHEREAS, the May 9, 2002 Memorandum and Order of this Court denied the motions of LTV and Hanna to stay the Counterclaims of the City and BURA to the extent that the City and BURA seek to require LTV and Hanna to abate alleged public nuisance conditions and alleged liability under the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. ("RCRA") at or from the Plant Site but granted Plaintiffs' motion to stay Defendants' Counterclaims to the extent that they sought financial relief in the form of a fair market value protection plan and other monetary relief;

WHEREAS, Plaintiffs believe that they have reached conceptual agreement with the New York State Department of Environmental Conservation ("DEC") for the funding of certain remediation activities at the Plant Site and other properties to be undertaken by an entity known as "Steelfields LLC" ("Steelfields") pursuant to DEC-approved plans;

WHEREAS, Plaintiffs and Steelfields have reached agreement upon, and Plaintiffs believe that DEC is in conceptual agreement with, the terms of an Escrow Agreement establishing an Escrow Account into which Plaintiffs shall contribute specified assets and assign certain insurance rights to fund implementation of the DEC-approved plans by Steelfields, and which escrowed funds will be distributed to DEC in the event of material and final default by Steelfields;

WHEREAS, Steelfields and DEC anticipate entering into a Voluntary Cleanup Agreement (the "VCA") shortly to provide for implementation of the DEC-approved plans at the Plant Site and at other properties by Steelfields;

WHEREAS, Plaintiffs and Steelfields anticipate entering into a Property Transfer Agreement shortly providing for the transfer of title to the Plant Site and other properties from Plaintiffs to Steelfields;

WHEREAS, the Parties to this proceeding wish to fully and finally resolve claims between them as provided herein, based upon the terms of this Consent Order, without trial, admission or further adjudication of any liability, fact or issue of law;

WHEREAS, there are pending causes of action filed by certain private residents against LTV, Hanna, the City, and BURA under captions Acoff et al. v. The Hanna Furnace Corporation et al. (State of New York Supreme Court, Erie County, Index No. I2001-3942); Andriaccio et al. v. The Hanna Furnace Corporation et al. (State of New York Supreme Court, Erie County, Index No. I2000-10578); Blake et al. v. The Hanna Furnace Corporation et al. (State of New York Supreme Court, Erie County, Index No. I2000-006347); and Gilmour v. The Hanna Furnace Corporation et al. (State of New York Supreme Court, Erie County, Index No. I2000-10579) (hereinafter collectively the "Residents' Lawsuits"), which seek relief from the Parties pursuant to claims of property damage and personal injury;

WHEREAS, LTV is advised that its insurance carrier, the Travelers Indemnity Company and Travelers Casualty and Surety Company ("Travelers"), is in conceptual agreement with the partial assignment of LTV's rights to insurance proceeds to the Escrow Account subject to satisfaction of the Conditions Precedent set forth herein and provided that the assignment shall not enlarge Travelers' obligations under its settlement with LTV;

WHEREAS, the Parties represent and warrant that they have the authority to execute this Consent Order and, subject to the terms hereof, have the authority to consummate the transactions contemplated herein;

NOW, WHEREFORE, based upon the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

1. Plaintiffs' Obligations. After the entry and effective date of this Consent Order and no later than August 31, 2002, a closing will be held at which:

A. LTV and Hanna shall transfer title to the Plant Site and other specified properties to Steelfields in accordance with the terms of the Property Transfer Agreement;

B. In accordance with the terms of an Administrative Order on Consent with DEC ("AOC"), LTV and Hanna shall deposit the following sums into the Escrow Account established by the Escrow Agreement:

LTV: Two Million, One Hundred Eighty-Seven Thousand,  
Five Hundred Dollars (\$2,187,500.00)

Hanna: Seven Million, Seven Hundred Fifty Thousand Dollars  
(\$7,750,000.00)

C. In accordance with the terms of the AOC, LTV shall assign the specified portion of its rights to insurance proceeds in the amount of Six Million, Five Hundred Sixty-Two Thousand, Five Hundred Dollars (\$6,562,500.00) to the Escrow Account established by the Escrow Agreement.

D. Provided, however, that Plaintiffs' obligations under this Paragraph 1 are expressly contingent upon: (a) Steelfields closing in accordance with the terms of the Property Transfer Agreement; and (b) Steelfields entering into a final VCA with DEC

providing for remediation of the Plant Site and other properties in accordance with DEC-approved plans.

E. In the event that these obligations are not satisfied on or prior to August 31, 2002, whether due to default of the Plaintiffs or failure of the conditions in Paragraph 1.D, this Consent Order shall be null and void, whether proposed or entered, and the Parties shall appear before this Court at \_\_\_ on September 3, 2002 to report that the obligations have not been satisfied and a trial shall commence on September \_\_\_, 2002 in accordance with the May 9, 2002 Memorandum and Order and the Joint Stipulation of May 22, 2002.

2. Defendants' Obligations. Within seven (7) days following the fulfillment of LTV's and Hanna's obligations in Paragraph 1, the Parties shall file with this Court a Joint Voluntary Dismissal of all claims and counterclaims in this proceeding with prejudice and Defendants shall withdraw all of their notices of claims currently pending in the respective bankruptcy proceedings of LTV and Hanna.

3. Conditions Precedent. The consents of the Parties to the terms of this Consent Order are subject to all of the following Conditions Precedent, and each of the Parties shall use its best efforts commencing upon execution of this Consent Order by all Parties to fulfill all such Conditions Precedent to the extent any such condition is in such Party's control:

A. Administrative Order on Consent Between LTV, Hanna and DEC and/or the State of New York. Agreement upon and execution of a final AOC between LTV, Hanna and the DEC and/or the State of New York providing for (1) funding of the Escrow Agreement by LTV and Hanna to fund Steelfields' implementation of the Remedial Work Plan and its other obligations under the Voluntary Cleanup Agreement; and (2) issuances of releases and contribution protection from DEC and/or the State of New York to LTV, including its insurer Travelers, and Hanna;

B. Escrow Agreement Between LTV, Hanna, Steelfields, DEC and Escrow Agent. Agreement upon and execution of a final Escrow Agreement establishing: (1) an

Escrow Account to be funded by LTV and Hanna for the funding of Steelfields' implementation of the DEC-approved plans and its other obligations under the VCA; and (2) in the event of Steelfields' material and final default on its obligations under the VCA, disbursement of the escrowed funds in the Escrow Account to DEC pursuant to the terms of the Escrow Agreement for remediation activities at the Plant Site;

C. Property Transfer Agreement Between Steelfields, LTV, and Hanna. Agreement upon and execution of a final Property Transfer Agreement providing for transfer of title to the Plant Site and other properties from LTV and Hanna to Steelfields;

D. Approval of LTV's and Hanna's obligations under this Consent Order by Their Respective Bankruptcy Courts. The Parties understand that LTV's and Hanna's consents to the terms to this Consent Order are subject to approval by their respective Bankruptcy Courts and shall as soon as reasonably possible seek prompt approval of this Consent Order from the Bankruptcy Courts and approval from LTV's Bankruptcy Court authorizing Travelers to make payments to the Escrow Account pursuant to the terms of the Escrow Agreement. Within five (5) days after the granting or denial of such approval by its respective Bankruptcy Court, LTV and Hanna each shall file a notice of such Bankruptcy Court action with this Court and serve such notice upon all other Parties to this proceeding.

4. Motion for Entry of Consent Order. Upon fulfillment of all Conditions Precedent set forth in the preceding paragraph, any Party may file and serve a Motion for Entry of this Consent Order for this Court's consideration. Non-moving Parties, if any, shall file and serve written objections to said motion, if any, with this Court within five (5) days of service of said motion.

5. Failure of Conditions Precedent or Disapproval by This Court. In the event that any of the Conditions Precedent cannot be fulfilled, then the Parties' consents to the terms of this proposed Consent Order shall be considered withdrawn. In such event, one or more of the Parties shall so advise this Court by filing and serving a Motion of Withdrawal of

Proposed Consent Order within five (5) days following knowledge of the final failure of any Condition Precedent. Non-moving Parties, if any, shall file and serve written objections to said motion, if any, with this Court within five (5) days of service of said motion. Upon the granting of any such Motion of Withdrawal of Proposed Consent Order, or upon this Court's disapproval of a Motion for Entry of the Proposed Consent Order, this proposed Consent Order shall be considered withdrawn from this Court's consideration, null and void, and neither its terms nor the proposed Consent Order itself shall be admissible against any of the Parties to this action.

6. Effect of Consent Order.

A. Upon the entry of this Consent Order, BURA and the City, including without limitation all of the City's other related Public Benefit Corporations, fully and forever discharge, satisfy, and requit any and all claims, demands, actions, proceedings, suits, orders and directives that any of them may have under any federal law or statute, including without limitation CERCLA and RCRA, any laws or statutes of the State of New York, any and all local or municipal ordinances, regulations or rules, any police powers, and any theory of common law, known or unknown, foreseen or unforeseen, against LTV or Hanna, or either of their directors, officers, employees, agents, affiliates, parent companies, subsidiaries, secured creditors, insurers (including Travelers), or successors and assigns, for any liabilities, response costs, response actions, property damage, damages, losses, injuries, injunctive relief, remedies, oversight or administrative costs, fines, penalties, or other costs and expenses previously incurred or which may be incurred in the future, with regard to the Plant Site or the Residential Properties and related impacts or conditions arising therefrom.

B. Upon the entry of this Consent Order, LTV and Hanna fully and forever discharge, satisfy, and requit any and all claims, demands, actions, proceedings, suits, orders and directives that any of them may have under any federal law or statute, including without limitation CERCLA and RCRA, any laws or statutes of the State of New York, any and all local or municipal ordinances, regulations or rules, any police powers, and any theory of common law, known or unknown, foreseen or unforeseen, against the City or BURA, or either of

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their directors, officers, employees, agents, affiliates, secured creditors, insurers, successors and assigns, for any liabilities, response costs, response actions, property damage, damages, losses, injuries, injunctive relief, remedies, oversight or administrative costs, fines, penalties, or other costs or expenses previously incurred or which may be incurred in the future, with regard to the Plant Site or the Residential Properties and related impacts or conditions arising therefrom.

C. Nothing in any part of this Consent Order shall release any Party from its apportionable share of liability, if any, in the Residents' Lawsuits under Gen. Oblig. Law § 15-108 or otherwise; however, the Parties agree not to affirmatively assert any claim for such apportionable share against one another.

D. After the full performance of LTV and Hanna of their respective obligations under this Consent Order, the City and BURR shall withdraw any and all objections and claims against LTV, including against its insurer Travelers, and Hanna in their respective bankruptcy proceedings pertaining to conditions at the Plant Site or at the Residential Properties with prejudice, whether known or unknown, contingent or liquidated, existing or that may arise in the future, and shall not institute or re-institute any claims or objections with regard to the Plant Site or the Residential Properties in the future;

E. The Parties agree that this Consent Order shall be given the fullest and broadest possible *res judicata* effect. The Parties' obligations under this Paragraph 6 shall survive the voluntary dismissal of this action.

7. This Court shall maintain continuing jurisdiction to enforce the terms of this Consent Order until dismissal of this action with prejudice upon the Parties' filing of a Joint Voluntary Dismissal of all claims and counterclaims in this proceeding.

8. Nothing in this Consent Order shall affect any party's rights and obligations under the EPA Administrative Order on Consent for Removal Action, Index No. CERCLA-02-2000-2020.

9. Each Party shall bear its own costs and attorney's fees in this action.

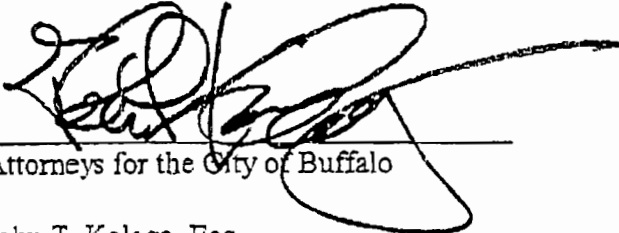
10. The Parties agree that this Consent Order is not an executory contract or an unexpired lease within the meaning of 11 U.S.C. Section 365. Both LTV and Hanna each warrant and represent that each and its directors, officers, employees, agents, affiliates, successors and assigns shall not seek to reject this Consent Order pursuant to any provision of the U.S. Bankruptcy Code or pursuant to LTV's Asset Protection Plan Order entered on December 7, 2001 in the Northern District of Ohio.

11. This Consent Order may be amended prior to entry by the Court by Joint Motion of the Parties. Such Amendment may include, but shall not be limited to, a contingency plan involving DEC to facilitate remediation of the Plant Site.

Dated: Buffalo, New York  
July 15, 2002

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## THE CITY OF BUFFALO

By: Harry M. MaxwellIts: Mayor  
Attorneys for the City of Buffalo

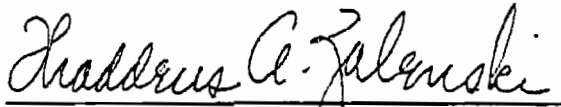
John T. Kolaga, Esq.  
Jaeckle Fleischmann & Mugel, LLP  
800 Fleet Bank Building  
Buffalo, New York 14202-2292  
(716) 856-0600

THE CITY OF BUFFALO URBAN  
RENEWAL AGENCYBy: Michael L. McCartyIts: Secretary  
Attorneys for the City of Buffalo  
Urban Renewal Agency

Charles C. Martorana, Esq.  
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1100 M&T Center  
Three Fountain Plaza  
Buffalo, New York 14202-1486  
(716) 856-5400

**LTV STEEL COMPANY, INC.**

By:



Thaddeus A. Zalenski, Esq.  
Assistant General Counsel  
LTV Steel Company, Inc.  
6801 Brecksville Road  
Independence, Ohio 44131  
(216) 642-3190



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Attorneys for The Hanna Furnace Corporation

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(412) 394-5400

John J. Marchese  
Colucci & Gallaher, PC  
2000 Liberty Building, 424 Main Street  
Buffalo, New York 14202  
(716) 853-4080

**THE HANNA FURNACE CORPORATION**By: Ronald J. WerhuyshIts: Vice President and General Counsel

SO ORDERED:

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HON. JOHN T. ELFVIN  
SENIOR U.S. DISTRICT JUDGE

DATED:

**Exhibit "G"**

**Order on Consent**

**Index Number**

**B9-0525-97-11**

**Site No. V00133-9**

**Exhibit "H"**

**Escrow Agreement**

## **Glossary of Terms**

The following terms shall have the following meanings:

"BPM Director": the Director of the Bureau of Program Management within the Division of Environmental Remediation.

"CERCLA": the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.

"Covered Contamination": the concentrations of Existing Contamination remaining on the Site on the date that the Department issues the Release set forth in Exhibit "C."

"CPLR": the Civil Practice Law and Rules, as amended.

"Day": a calendar day unless expressly stated to be a working day. "Working Day" shall mean a day other than a Saturday, Sunday or State holiday. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday or State holiday, the period shall run until the close of business of the next working day.

"Department": the New York State Department of Environmental Conservation.

"Director": the Division Director, Division of Environmental Remediation.

"ECL": the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended.

"Force Majeure Event": an event which is brought on as a result of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials, war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Volunteer's reasonable control.

"Interim Remedial Measure" or "IRM": an interim remedial measure which is a discrete set of activities, including removal activities, to address both emergency and non-emergency Site conditions, which can be undertaken without extensive investigation or evaluation, to prevent, mitigate, or remedy environmental damage or the consequences of environmental damage attributable to a Site.

"NL": the Navigation Law, as amended.

"OH&M": the Office of Hearings and Mediation Services.

"OM&M": post-construction operation, maintenance, and monitoring; the and the soil/fill management plan; last phase of a remedial program, which continues until the remedial action objectives for the Site are met.

"Professional Engineer": an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

"Spill Fund": the New York State Environmental Protection and Spill Compensation Fund as established by Article 12, Part 3 of the NL.

"State Costs": all the State's response expenses related to the Site, including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for negotiating, implementing, overseeing, and administering this Agreement, and any other response costs as defined under CERCLA. Approved agency fringe benefit and indirect cost rates will be applied.

"Termination Date": the date upon which (i) the Release (Exhibit "C") is issued or the Department approves the final report relative to the OM&M at the Site, whichever is later; or (ii) the Agreement terminates pursuant to Paragraph XII or is nullified pursuant to Subparagraph XIV.A.2.

"Trustee": the Trustee of New York State's natural resources.

"USEPA": the United States Environmental Protection Agency.

"Work Plan": a Department-approved work plan, as may be modified, pertaining to the Site, that Volunteer shall implement and that is attached to this Agreement.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of

Existing Environmental Conditions  
at the Former Steel and Coke Plant  
Areas and the Marilla Street Landfill  
Owned by LTV Steel Company, Inc. and  
The Hanna Furnace Corporation.

ADMINISTRATIVE ORDER ON CONSENT  
INDEX NUMBER: B9-0525-97- 11  
Site No. V00133-9

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DEFINITIONS

For purposes of this Administrative Order on Consent, the following terms have the following definitions:

- A. "ECL": the Environmental Conservation Law.
- B. "Escrow Account": the escrow account to be established under the terms of the Escrow Agreement.
- C. "Escrow Agreement": the Escrow Agreement dated October 15, 2002 between LTV, HFC, Steelfields, the Department, Travelers and Key Bank, N.A. establishing the Escrow Account.
- D. "Existing Environmental Conditions": means all environmental conditions existing at, on, under or from any of the Site properties or any portion thereof as of the effective date of this Order.
- E. "Day": a calendar day unless otherwise specified.
- F. "Department": the New York State Department of Environmental Conservation.
- G. "HFC" or "Hanna": The Hanna Furnace Company, a corporation organized and existing under the laws of the State of New York, with offices at 4100 Edison Lake Parkway, Mishawaka, Indiana.
- H. "Litigation": the federal court proceeding currently pending between LTV and HFC, as Plaintiffs, and the City of Buffalo and Buffalo Urban Renewal Agency (BURA), as Defendants, relating to the Former Steel and Coke Plant Areas and surrounding areas styled In re Chateaugay Corp., et al., LTV Steel Co., Inc., et al., v. City of Buffalo, et al., Case No. 99-CV-624 (W.D.N.Y. Judge Elfvig).
- I. "LTV": LTV Steel Company, Inc., a corporation organized and existing under the laws of the State of New Jersey with offices at 6801 Brecksville Road, Independence, Ohio.

J. "Property Transfer Agreement": the Property Transfer Agreement dated October 15, 2002 between LTV, HFC and Steelfields providing for transfer of title to the Former Steel and Coke Plant Areas and the Marilla Street Landfill to Steelfields.

K. "Site": an area consisting of (1) the "Former Steel and Coke Plant Areas"; (2) the "Marilla Street Landfill;" and (3) the "August Feine Property." Exhibits A and B, and C hereto contain, respectively, legal descriptions and/or maps of these Site properties.

1. The "Former Steel and Coke Plant Areas" consists of four parcels of land ("Areas I, II, III and IV"), located in Buffalo, New York. Areas which comprise the Former Steel and Coke Plant Areas are generally bounded on the north by the Buffalo River and South Park Avenue, on the east by Abby Street, on the south by Tift Street and Hood Industries, and on the west by current or former Conrail property and railroad tracks.

2. The "Marilla Street Landfill" is a closed landfill comprising approximately 80 acres, and is currently owned by LTV.

3. The "August Feine Property" was formerly owned and operated by August Feine, Inc.

L. "Steelfields": Steelfields, LTD, a corporation organized and existing under the laws of the State of New York. Steelfields is a bona fide prospective purchaser of the Site.

M. "Successors and assigns": means both corporate successors and assigns of LTV or HFC, respectively, but shall not include Steelfields or the Department.

N. "Travelers": individually and collectively, the Travelers Indemnity Company and the Travelers Casualty and Surety Company, their subsidiaries, affiliates, parent companies, successors and assigns.

O. "Voluntary Cleanup Agreement": the separate agreement between Steelfields and the Department dated October 15, 2002, providing for remediation of the Site properties by Steelfields in accordance with the Department-approved work plans.

P. "The Ace Companies": individually and collectively, Century Indemnity Company and Insurance Company of North America, their subsidiaries, affiliates, parent companies, successors, and assigns.

## RECITATIONS

1. The Department is responsible for enforcement of the ECL and the Navigation Law. This Order is entered into pursuant to the Department's authority under those laws and constitutes an administrative settlement resolving any liability LTV and HFC may have to the State of New York for matters addressed herein under Section 113(f)(2) of CERCLA, 42 USC 9613(f)(2), and confers contribution protection upon LTV and HFC, their directors, officers, employees, agents, affiliates, parent companies, subsidiaries, secured creditors and their successors and assigns, to the fullest extent allowed by law.

2. LTV and HFC represent, and for the purposes of this Order the State relies on those representations, that their involvement with the Site is as follows:

A. Former Steel and Coke Plant Areas: LTV and/or its predecessor Republic Steel Corporation have owned Area I since approximately 1930. LTV/Republic Steel have owned Area III since approximately 1958. Operations at these Areas ceased in the early 1980's.

LTV's predecessor, Republic Steel Corporation, owned 50 percent of the stock of Donner-Hanna Coke Corporation. Donner-Hanna Coke Corporation owned and operated Areas II and IV from approximately 1917 to 1979. Activities conducted in Area II included coke production and associated industrial activities. In 1979, Donner-Hanna Coke Corporation dissolved. A joint venture known as the Donner-Hanna Coke Joint Venture was then formed, with LTV as one of the joint venturers. All operations ceased in the early 1980's. LTV is joint owner of Areas II and IV.

HFC was the other 50 percent owner of the Donner-Hanna Coke Corporation and is the other joint venturer with LTV in the Donner-Hanna Coke Joint Venture described above. HFC is a joint owner of Areas II and IV.

B. Marilla Street Landfill: LTV also owns the closed Marilla Street Landfill, at which wastes were disposed during the Landfill's operational life.

C. August Feine Property: Neither LTV nor HFC has ever owned or operated any portion of the August Feine Property. However, operations at the Former Steel and Coke Plant Areas may have resulted in environmental impacts at, on or under the August Feine Property.

3. The Department has the power, *inter alia*, to provide for the prevention and abatement of all water, land, and air pollution. ECL 3-0301.1.i.

4. A. The Department has listed a 33-acre portion of the Site as an inactive hazardous waste disposal site, as that term is defined at ECL 27-1301.2. It has been listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Donner Hanna Coke Site Number 915017 with a classification "3".

B. ECL 27-1313.3 provides that the Department shall be responsible for inactive hazardous waste disposal site remedial programs, except as provided in Section 1389-b of the Public Health Law.

5. Navigation Law §173 prohibits the unpermitted "discharge" of "petroleum" as those terms are defined under Article 12 of the Navigation Law, and an investigation conducted by the Department at the Site has revealed that petroleum has been discharged at the Site.

6. Navigation Law §176 permits, upon approval by the Commissioner, any person to clean up and remove a discharge of petroleum without admission of responsibility for such discharge.

7. A. LTV and HFC wish to enter into this Order in order to resolve their potential liability to the Department or the State of New York with respect to the Site, including without limitation any potential liability for remediating the Existing Environmental Conditions as operators and owners under ECL Article 27, Title 13, the Navigation Law and other applicable laws. The Department finds that such resolution, undertaken in accordance with the terms of this Order, is in the public interest because private funds will be used to address environmental issues at the Site while ensuring the protection of human health and the environment.

B. LTV and HFC agree to fund implementation of a remedial program acceptable to the Department at the Site in accordance with the terms and conditions set forth in this Order and the Escrow Agreement.

8. The Department and LTV and HFC agree that the goals of this Order are:

A. for LTV and HFC to,

fund the Escrow Account as set forth below for implementation of the Remedial Work Plan in accordance with the Voluntary Cleanup Agreement, and

B. for the Department to release, covenant not to sue, and confer contribution protection upon LTV, HFC and Travelers their directors, officers, employees, agents, affiliates, parent companies, subsidiaries, secured creditors, insurers and their successors and assigns, from any and all liability, claims, actions, suits, demands, relief, remedies, actions and proceedings by the Department which may arise under any applicable law relating to Existing Environmental Conditions.

9. LTV and HFC agree to be bound by the terms of this Order. LTV and HFC consent to and agree not to contest the authority or jurisdiction of the Department to enter into or enforce this Order, and agree not to contest the validity of this Order or its terms. LTV and HFC agree to the terms of this Order without the admission, adjudication or finding of any liability or any issue of law or fact.

IN CONSIDERATION OF AND IN EXCHANGE FOR THE DEPARTMENT'S RELEASE, CONTRIBUTION PROTECTION, AND COVENANT NOT TO SUE SET FORTH IN THIS ORDER AND FOR THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, LTV AND HFC AGREE TO THE FOLLOWING:

I. LTV's and HFC's Funding of Escrow Account for Steelfields' Implementation of Remedial Work Plan

A. Upon execution of the Escrow Agreement and the Property Transfer Agreement, LTV and HFC shall make, or cause to make, the following respective contributions to the Escrow Account:

LTV:	Two Million, One Hundred Eighty-Seven Thousand, Five Hundred Dollars (\$2,187,500.00)
HFC:	Seven Million, Seven Hundred Fifty Thousand Dollars (\$7,750,000.00)

B. In addition, in accordance with and subject to the terms of the Escrow Agreement LTV shall further contribute to the Escrow Account the assignment of LTV's rights to a portion of insurance proceeds under its June 30, 2000 Agreement of Settlement, Compromise and Release with Travelers, in the amount of Six Million, Five Hundred Sixty-Two Thousand, Five Hundred Dollars (\$6,562,500.00).

C. All distributions from the Escrow Account shall be governed by and made in accordance with the Escrow Agreement. This Administrative Order in no way enlarges or expands Travelers' obligations under the Escrow Agreement.

## II. Effect of This Order

Upon the full payments by HFC and LTV and the assignment by LTV into the Escrow Account as required by Section I:

A. 1. The Department and/or the State of New York releases LTV, HFC, Travelers and their respective officers, directors, agents, employees, shareholders, affiliates, parent companies, subsidiaries, secured creditors, insurers and their successors and assigns, pursuant to Article 27, Titles 9 and 13 and Section 71-2705 of the ECL, section 107(a) of CERCLA, the Navigation Law, and any other statutory, regulatory or common law, from any claims, demands, actions, or liabilities with respect to Existing Environmental Conditions, including but not limited to, any and all claims for injunctive relief, remedial and/or corrective action, recovery of costs, damages (including natural resource damages), fines, penalties, oversight costs or any other claims which arise out of Existing Environmental Conditions or the implementation of or obligation to fund the cost of any corrective and/or remedial action designed to address such conditions; and

2. The Department and/or the State of New York covenants not to sue and shall forebear from bringing any civil or administrative claim, demand, order, directive, suit, action or proceeding against LTV, HFC, Travelers or their respective officers, directors, agents, employees, shareholders, affiliates, parent companies, subsidiaries, secured creditors, insurers and successors and assigns, pursuant to Article 27, Title 9 or 13 or Section 71-2705 of the ECL, Section 107(a) of CERCLA, the Navigation Law, or any other statutory, regulatory or common law with respect to Existing Environmental Conditions, including but not limited to, any and all claims for injunctive relief, remedial and/or corrective action, recovery of costs, damages (including natural resource damages), fines, penalties, oversight costs or any other claims which arise out of such Existing Environmental Conditions or the implementation of or obligation to fund the cost of any corrective and/or remedial action designed to address such conditions.

B. Nothing herein shall be deemed a waiver of any right LTV, HFC or Travelers otherwise may have to seek and obtain contribution and/or indemnification from other potentially responsible parties or their insurers, or LTV's or HFC's insurers other than Travelers and the ACE Companies. To the extent authorized under 42 USC 9613(f)(2) and any other applicable law, LTV, HFC, Travelers, and the ACE Companies shall not be liable for any claim, now or in the future, in the nature of contribution by potentially responsible parties concerning the Existing Environmental Conditions. In any future action brought by LTV, HFC or Travelers against a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the provision of 42 USC 9613(f)(3) shall apply.

C. By separate agreement or order with the Department, Steelfields shall assume all responsibilities for addressing any and all Existing Environmental Conditions at or from the Site properties. Upon fulfillment of LTV's and HFC's respective obligations under this Order, LTV (and Travelers, as LTV's insurer) and HFC (and the ACE Companies, as HFC's insurer) shall have no further liability or obligation with respect to any existing or future environmental conditions at or from the Site properties.

D. LTV hereby represents that it and its subsidiaries, all of which have been authorized by the Bankruptcy Court to implement an asset protection plan to effect the orderly cessation of operations for, and the sale of assets of, their integrated steel business, after which LTV and its subsidiaries shall no longer continue in existence, have no knowledge of any claims asserted against them by the State of New York under any applicable environmental or public safety law, statute, regulation, order or theory of common law, other than those claims resolved by the terms of this Order. Based upon LTV's representation, the Department hereby agrees that it shall not assert any such other claims or causes of action on the part of the State of New York against LTV or its subsidiaries (or Travelers as their insurer).

### III. Enforcement

The failure of LTV or HFC to comply with any of its obligations under this Order constitutes a violation of this Order and the ECL by that party.

### IV. Reservation of Rights

Except as set forth above, nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's civil, criminal or administrative rights or authorities, nor the Commissioner's or the Commissioner's duly authorized representative's abatement powers.

Nothing contained in this Order shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Order (other than the ACE Companies as HFC's insurer, and Travelers as LTV's insurer). The Department, LTV, HFC and Travelers expressly reserve any and all rights (including, but not limited to, any right of contribution), defenses, claims, demands and causes of action they may have with respect to any matter, transaction or occurrence relating in any way to the Site against any person not a party hereto (other than the ACE Companies as HFC's insurer, and Travelers as LTV's insurer).

### V. Communications

A. All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, or hand delivered.

1. Communication from LTV or HFC to the Department shall be sent to:

Joseph P. Ryan, Esq.  
New York State Department of Environmental Conservation  
270 Michigan Avenue  
Buffalo, New York 14203

2. Communication to be made from the Department to LTV, HFC or Travelers shall be sent to:

Secretary  
LTV Steel Company, Inc.  
5800 Lombardo Center, Suite 200  
Seven Hills, Ohio 44131-5044

Van Carson, Esq.  
Squire, Sanders & Dempsey LLP  
4900 Key Tower  
127 Public Square  
Cleveland, Ohio 44114-1304

Ronald J. Werhnyak, Esq.  
Vice President and General Counsel  
The Hanna Furnace Corporation  
4100 Edison Lakes Parkway  
Mishawaka, Indiana 45645-3440

Donald C. Bluedorn II, Esq.  
Babst, Calland, Clements and Zomnir, P.C.  
Two Gateway Center  
Pittsburgh, Pennsylvania 15222

William Tribou  
Travelers Property Casualty Corp.  
1 Farm Glen Boulevard  
Farmington, CT 06032

B. The Department, LTV, HFC and Travelers reserve the right to designate additional or different addressees for communication upon written notice to the other parties given in accordance with this Paragraph V.

C. Each party shall notify the other parties within 90 Days after any change in the addresses listed in this Paragraph V.

VI. Miscellaneous

A. 1. By entering into this Order, LTV and HFC each certify that it has disclosed to the Department all material information known to it and all material information in the possession or control of its officers, directors, employees, contractors, and agents which relates in any way to the contamination existing at the Site on the effective date of this Order, and to any past or potential future release of hazardous substances, pollutants, or contaminants, at or from the Site and to their application for this Order.

2. If the Department determines that information LTV and HFC provided and certifications made are not materially accurate and complete, this Order, within the sole discretion of the Department, shall be null and void *ab initio*, and the Department shall reserve all rights that it may have.

B. Any change in ownership or corporate status of LTV or HFC including, but not limited to, any transfer of assets or real or personal property, shall in no way alter LTV's or HFC's responsibilities under this Order.

C. 1. The terms of this Order shall constitute the complete and entire agreement between the Department and LTV and HFC concerning the Site properties. No term, condition, understanding, or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound.

2. If LTV or HFC desire that any provision of this Order be changed, it shall make timely written application, signed by LTV or HFC, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to Peter J. Buechi and Joseph P. Ryan, Esq. at the address referenced in paragraph V(A)(1) of this Order.

D. LTV and HFC and their employees, servants, agents, lessees, successors, and assigns hereby affirmatively waive any right they had, have, or may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site, and further release and hold harmless the New York State Environmental Protection and Spill Compensation Fund ("Fund") from any and all legal or equitable claims, suits, causes of action, or demands whatsoever that any of same has or may have as a result of LTV's and HFC's entering into or fulfilling the terms of this Order with respect to the Site. This waiver by LTV and HFC is limited to claims against the State of New York or the Fund. LTV and HFC do not waive any Navigation Law claims they may have against other parties.

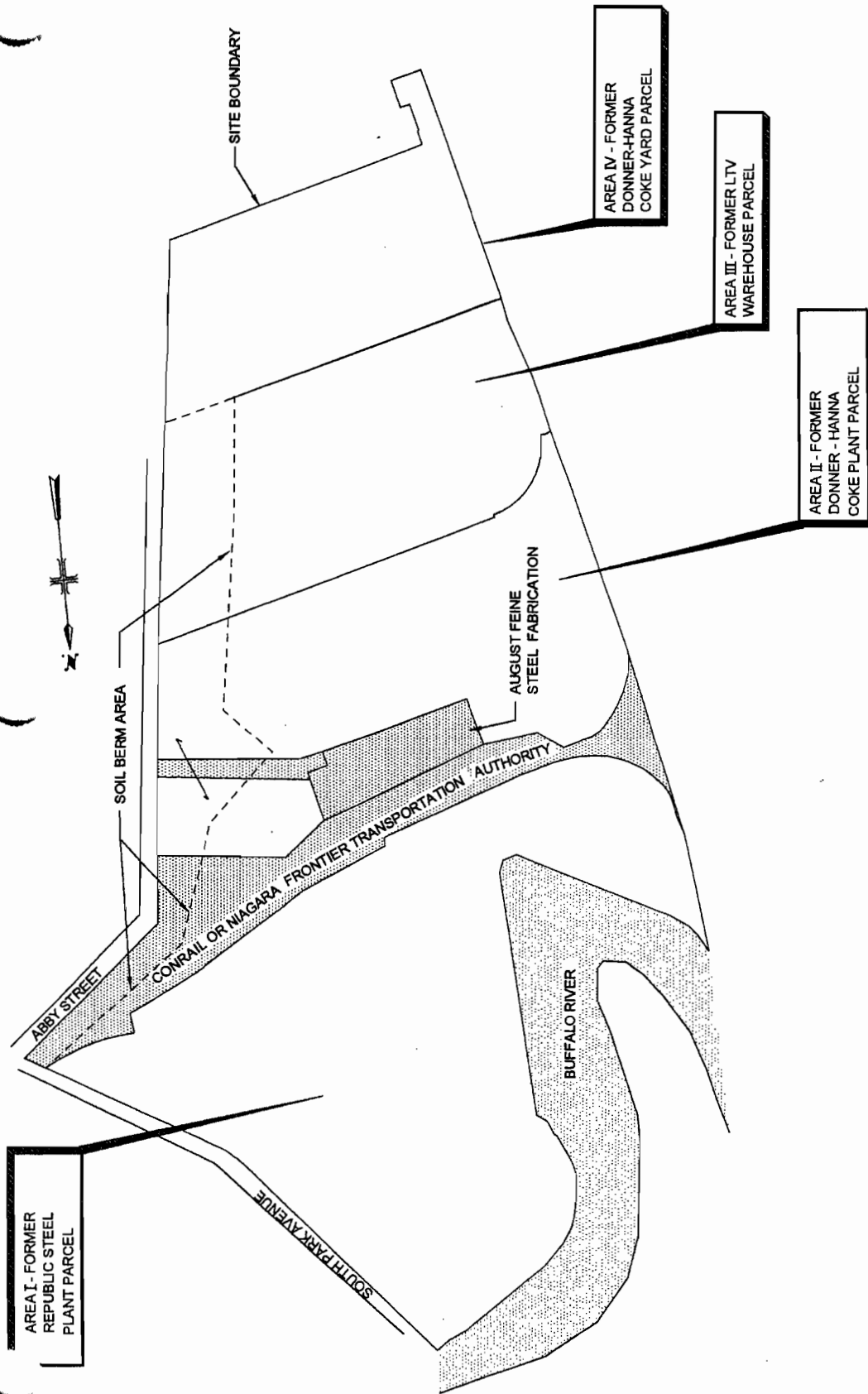
E. This Order may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

F. The obligations of LTV and HFC under this Order constitute injunctive relief and shall survive bankruptcy. LTV and HFC agree that no obligations imposed by this Order are intended to constitute a debt, damage claim, penalty or other civil action which may be limited or discharged in a bankruptcy proceeding. LTV received Bankruptcy Court approval to enter into this Order and assume its obligations hereunder on September 24, 2002. HFC received Bankruptcy Court approval to enter into this Order and assume its obligations hereunder on August 29, 2002.

**EXHIBIT "A"**

**Legal Description  
and Map of Former Steel  
and Coke Plant Areas**

FIGURE 1-3



APPROX. SCALE: 1 INCH = 500 FEET



NO.	REVISION	DATE	BY

LTV STEEL COMPANY / THE HANNA FURNACE CORPORATION

# VOLUNTARY CLEANUP PROGRAM RD/RA WORK PLAN

## SITE MAP

DATE: FEBRUARY, 2000  
SHEET: 1 OF 1  
CADD REF. NO.: FRI-1-LINK

**Area I**

**Parcel 1  
Part of 122.16-1-8.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Numbers 58 and 60, Township 10, Range 8 of the Buffalo Creek Indian Reservation, bounded and described as follows:

BEGINNING at a point in the southwesterly line of Abbott Road distant 50 feet northwesterly (measuring along said line of Abbott Road) from a stone monument set at the point of intersection of said line of Abbott Road with the east line of said Lot Number 58; running thence northwesterly along said line of Abbott Road 1382 feet to the margin of Buffalo River; thence southwesterly along the margin of Buffalo River about 775 feet to the point of intersection of said margin of Buffalo River with the northeasterly line of the right of way conveyed to the New York, Lackawanna & Western Railway Company, which right of way is 99 feet wide; thence southeasterly along said northeasterly line of said right of way of said New York, Lackawanna Western Railway Company about 1745 feet to a point in said northeasterly line of said right of way of said Railway Company where the last aforesaid line is intersected by a straight line drawn through the place of beginning forming an angle of  $71^{\circ} 33'$  with that portion of the southwesterly line of Abbott Road extending southeasterly from the place of beginning, being also the point of intersection of said northeasterly line of said right of way of said Railway Company with the southeasterly line of premises conveyed by Joseph Block to Spencer Kellogg by deed dated January 8, 1906 and recorded January 9, 1906 in the Office of the Clerk of the County of Erie in the State of New York in Liber 1034 of Deeds at page 61; thence northeasterly along the last aforesaid line 549.56 feet to the point or place of beginning;

containing 22.934 acres of land, more or less, and marked "Parcel 1" on the map or diagram annexed to the mortgage made and executed by New York State Steel Company to Commonwealth Trust Company dated October 1, 1906 and recorded in the Erie County Clerk's Office in Liber 1030 of Mortgages at page 253.

## **PARCEL 2**

### **Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in said City of Buffalo, being part of said Lots Numbers 58 and 60, Township 10, Range 8 of the Buffalo Creek Indian Reservation and also part of Lot Number 16 of the Ogden Gore Tract, so called, bounded and described as follows:

BEGINNING at the point of intersection of the southeasterly margin of the Buffalo River with the southwesterly line of the right of way (99 feet wide) of the New York, Lackawanna & Western Railway Company; running thence southwesterly; southerly and again southwesterly along the margin of said Buffalo River and following the various contours thereof about 2000 feet to the point of intersection of said margin of said Buffalo River with the southerly line of said Lot Number 60; thence easterly along the southerly line of said Lot Number 60 about 570 feet to an iron stake at the angle of the Buffalo Creek Reservation line; thence southerly along the easterly line of lands deeded to Anna H. Gould by deed recorded in said Erie County Clerk's Office in Liber 1023 of Deeds at page 300, 185.65 feet to the northerly line of lands owned by the New York, Lackawanna & Western Railway Company and used by that Company for a railroad yard; thence northeasterly along said line of said Railway Company's land 642.37 feet to the west line of lands conveyed by Richard Evans and wife to the New York, Lackawanna & Western Railway Company by deed dated January 6, 1883 and recorded in the

Office of the Clerk of the County of Erie in Liber 426 of Deeds at page 435; thence northeasterly along the southerly line of lands deeded by the New York, Lackawanna & Western Railway Company to Spencer Kellogg by deed dated January 16, 1906 and recorded March 8, 1906 in said Erie County Clerk's Office in Liber 1038 of Deeds at page 171, 40 feet to the southeasterly corner of lands so conveyed by the last aforesaid deed; thence northerly along the easterly line of lands conveyed by the last aforesaid deed, 652 feet to the northeasterly corner of lands conveyed by the last aforesaid deed; thence northwesterly along the northeasterly line of lands conveyed by the last aforesaid deed, 82 feet to the northwest corner of lands conveyed by the last aforesaid deed (being the northwesterly corner of lands so conveyed by said Richard Evans and wife to the New York, Lackawanna & Western Railway Company by deed recorded in said Erie County Clerk's Office in Liber 426 of Deeds at page 435); thence northwesterly and along the southwesterly line of said main right of way of said New York, Lackawanna & Western Railway Company (said right of way being 99 feet wide) 1750 feet to the point or place of beginning; containing 33.661 acres of land, more or less, marked "Parcel 2" on the map or diagram annexed to said mortgage made and executed by New York State Steel Company to Commonwealth Trust Company dated October 1, 1906 and recorded in the Erie County Clerk's Office in Liber 1030 of Mortgages at page 253.

### **PARCEL 3**

#### **Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 16 of the Ogden Gore Tract, Township 10, Range 8, bounded and described as follows to wit:

On the east by the boundary line between lands formerly owned by N.C. Newerf and lands formerly owned by Spencer Kellogg and on the west by the boundary line between lands of the South Buffalo Railway Company and the lands formerly owned by N. C. Newerf and being a strip of land 30 feet wide, 15 feet in width being on each side of the following described center line:

BEGINNING at a point in the boundary line between lands deeded to Spencer Kellogg by Joseph Block by deed dated August 26, 1905 and lands now of formerly owned by N. C. Newerf at a point therein distant 15 feet northerly on a radial line from the north line of lands of the New York, & Lackawanna & Western Railway Company deeded to it by George Humphrey's and Others by deed dated August 25, 1881 and recorded in Erie County Clerk's Office in Liber 430 of Deeds at page 37; thence westerly along a line curving to the right whose radius is 4746.2 feet and parallel with the north line of said land of the New York, Lackawanna & Western Railway Company, 770 feet; thence continuing westerly and northwesterly along a line curving to the right, tangent to last mentioned curved line and whose radius is 573.7 feet about 885 feet to and tangent to a line parallel with and distant 15 feet easterly from the east line of lands of the South Buffalo Railway Company deeded to it by N. C. Newerf by deed recorded in the Erie County Clerk's Office in Liber 917 of Deeds at page 174; thence northerly along said parallel line, 250 feet; thence northwesterly along a line curving to the left tangent to last mentioned line and whose radius is 573.7 feet about 50 feet to its intersection with the east boundary line of said lands of the South Buffalo Railway Company and to the point of beginning.

#### **PARCEL 4**

**Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in said City of Buffalo and being part of said Lot Number 16, of said Ogden Gore Tract, bounded and described as follows:

BEGINNING at a point in the north line of lands of the New York, Lackawanna & Western Railway Company conveyed by George Humphrey's et al by deed recorded in the Erie County Clerk's Office in Liber 430 of Deeds at page 37, said point of beginning being where the south line of aforesaid 30 foot strip (being the aforesaid Parcel 3) leaves said north line of the New York, Lackawanna & Western Railway Company's lands; thence westerly along said north line of the north line of the New York, Lackawanna & Western Railway Company's lands as so deeded and as deeded by N. C. Newerf by deed recorded in the Erie County Clerk's Office in Liber 943 of Deeds at page 385, being on a curve to the right with a radius of 4761.2 feet until it intersects with the east line of a portion of the land deeded by N. C. Newerf as aforesaid; thence northwesterly and northerly along last described line until it intersects the east line of land deeded by N. C. Newerf to the South Buffalo Railway Company by deed recorded in the Erie County Clerk's Office in Liber 917 of Deeds at page 174; thence northerly along the east line of lands of the South Buffalo Railway Company until it intersects the southwest line of the 30 foot strip above described (being the aforesaid Parcel 3); thence southeasterly along the southwest and south line of said 30 foot strip to the place of beginning, being all the land lying between said 30 foot strip and the lands of the New York, Lackawanna & Western Railway Company and lands of said South Buffalo Railway Company.

Said parcels Nos. 3 and 4 being parcels marked "Parcel No. 3" and "Parcel No. 4" respectively, upon the map annexed to said mortgage made and executed by New York State Steel Company to Commonwealth Trust Company, dated October 1<sup>st</sup>, 1906, and recorded in the

Erie County Clerk's office in Liber 1030 of Mortgages at page 253 and containing 2.515 acres of land, more or less.

Also, all the right, title and interest of first party to all crossings or rights of way across the lands now or formerly owned by New York, Lackawanna & Western Railway Company.

**PARCEL 5**

**Part of 122.16-1.8.1**

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 16, of the Ogden Gore Tract, bounded and described as follows:

BEGINNING in the boundary line between Lot Number 16 of the Ogden Gore Tract and Lot Number 60, Township 10, Range 8 of the Holland Land Company's Survey, said line being also the south line of lands formerly of New York State Steel Company formerly deeded by Joseph Block to Spencer Kellogg by deed dated August 26, 1905 and recorded in Liber 973 of Deeds page 600, where same is intersected by the south margin of the Buffalo River; thence southeasterly along said boundary line about 570 feet to an angle in the north line of Lot Number 16, said point being also the southeast corner of said Lot Number 60 and the southwest corner of Lot Number 58, Township 10, Range 8; thence southeasterly and a straight line being the southwest line of lands formerly of the New York Steel Company formerly deeded by Block to Kellogg as aforesaid about 105 feet to the north line of lands deeded by Nicholas C. Newerf to Henry W. Sprague by deed dated November 27, 1906 and recorded in the Erie County Clerk's Office in Liber 1028 of Deeds at page 274; thence westerly, northwesterly and northerly along the north and east line of said lands formerly deeded by said Newerf to said Sprague to its

intersection with the south margin of Buffalo River; thence easterly along the south margin of Buffalo River to point of beginning; containing 12.28 acres of land, more or less.

EXCEPTING AND RESERVING from the parcel above described those certain pieces or parcel of land conveyed by James S. Thompson, individually and as Chairman of the Committee of Bondholders of said New York Steel Company under Agreement dated the 1<sup>st</sup> day of July, 1913 and Geneva S. Thompson, his wife, to the City of Buffalo by deed dated the 21<sup>st</sup> day of September 1915 and recorded in the Office of the Clerk of the County of Erie, State of New York on the 19<sup>th</sup> day of October, 1915 in Liber 706 of Deeds at page 221.

#### **PARCEL 6**

##### **Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT RIGHT, TITLE AND INTEREST of the party of the first part in and to those certain premises described in and conveyed by a certain deed made by the City of Buffalo to the said James S. Thompson as Chairman of the Committee of Bondholders of the New York State Steel Company under Agreement dated the 1<sup>st</sup> day of July, 1913, which said deed is dated the 21<sup>st</sup> day of September, 1915 and recorded in the Office of the Clerk of the County of Erie, State of New York in Liber 1295 of Deeds at page 439 on the 19<sup>th</sup> day of October, 1915.

#### **PARCEL 7**

##### **Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 58, Township 10, Range 8 of the Buffalo Creek Reservation Lovejoy and Emslie Survey and part of Lot Number 16 of the Ogden Gore Tract and particularly bounded and described as follows:

BEGINNING at a point in the southerly line of lands conveyed to the New York, Lackawanna & Western Railway Company by Richard Evans by deed dated February 18, 1882, said point being located 352 feet westerly from the east line of said Lot Number 58 and measured along a line parallel to and distant 49 ½ feet southwesterly at right angles from the center line of the New York, Lackawanna & Western Railway; thence south 7° 16' east along the westerly line of lands conveyed to the said New York, Lackawanna & Western Railway Company by the said Richard Evans by deed dated January 6, 1883 about 755 feet to a point, distant 150 feet northerly measured at right angles from the center line of the New York, Lackawanna & Western Railway Company's so-called "Beach Line"; thence northeasterly about 40 feet to a point distant 170 feet northerly measured at right angles from the center line of said "Beach Line" said point being also distant 26 feet easterly measured at right angles from the westerly line of lands conveyed to said Railway Company by said Richard Evans by deed dated January 6, 1883, thence northerly about 652 feet to a point distant 40 ½ feet easterly measured at right angles from the aforesaid westerly line of lands conveyed to said Railway Company by said Richard Evans by deed dated January 6, 1883, and point being also distant 75 feet southwesterly measured at right angles from the center line of The New York Lackawanna & Western Railway Company's main line; thence northwesterly about 82 feet to the point of beginning.

#### **PARCEL 8**

##### **Part of 122.16-1-8.1**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 16, of the Ogden Gore Tract, bounded and described as follows:

BEGINNING at a point near the Buffalo River on the easterly line of lands conveyed by Nicholas C. Newerf to the South Buffalo Railway Company by deed dated September 5, 1900 and recorded in the Erie County Clerk's Office in Liber 917 of Deeds at page 174, which point is the point of intersection of the extreme northerly line of lands deeded by said Nicholas C. Newerf to Spencer Kellogg by deed dated November 10, 1905 and recorded in the Erie County Clerk's Office in Liber 1017 of Deeds at page 615 with said easterly line of said lands so conveyed to said South Buffalo Railway Company; running thence southerly and easterly along the easterly and northerly line of said line so conveyed by said Nicholas C. Newerf to said Spencer Kellogg and along the entire strip of land so deeded to said Spencer Kellogg 2000 feet more or less to the easterly line of lands formerly owned by said Nicholas C. Newerf being the westerly line of lands formerly belonging to the New York State Steel Company; thence northerly along said westerly line of said lands formerly belonging to said New York State Steel Company to a point where said line will be intersected by a line parallel with and distant 50 feet northerly measuring at right angles from the northerly line of said lands so conveyed to said Spencer Kellogg; thence westerly and northerly on a line 50 feet distant (measuring at right angles) from and parallel with said northerly line of said lands so conveyed to said Spencer Kellogg 2000 feet more or less to a point in said easterly line of said lands so conveyed to the South Buffalo Railway Company or on the last aforesaid line extended northerly, which point is distant 120 feet northerly from the point of beginning measuring along said easterly line of said lands so conveyed to said South Buffalo Railway Company or along the same extended; thence southerly along said easterly line of said lands so conveyed to said South Buffalo Railway Company or the same extended 120 feet to the point of beginning; containing 2.384 acres of land, more or less.

**PARCEL 9**

**Part of 122.20-1-3.1**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Numbers 57 and 58, Township 10, Range 8 of the Buffalo Creek Reservation and more particularly bounded and described as follows:

BEGINNING at the point of intersection of the southwesterly line of Abbotts Corners Road with the southeasterly line of "Parcel 1" hereinabove described; running thence southeasterly along the said southwesterly line of said Abbotts Corners Road to the point of intersection thereof with the westerly line of lands now owned or occupied by the Delaware, Lackawanna and Western Railroad Company, said point of intersection being the northeasterly corner of Subdivision Lot Number 1 according to a map and plan of subdivision of part of said Farm Lot Number 57 made by Richard Johnson surveyor and filed in the Office of the Clerk of the said County of Erie under Cover of Maps 341; running thence southerly along the westerly line of the said lands so owned or occupied by the said Delaware, Lackawanna and Western Railroad Company and along the said easterly line of said Subdivision Lot Number 1 to the southeasterly corner of said Subdivision Lot Number 1; running thence westerly along the southerly line of the property of the Donner Steel Company, said southerly line being the northerly line of lands now or formerly owned or occupied by the said Delaware, Lackawanna and Western Railroad Company to the point of intersection of the said northerly line with the said southeasterly line of the said "Parcel 1" hereinabove described and running thence northeasterly along the said southeasterly line of said "Parcel 1" to the said southwesterly line of Abbotts Corners Road at the point of beginning.

Parcels 1 through 9 BEING parcels 1 through 8 and parcel 10 conveyed by Donner Steel Company, Inc. to Republic Steel Corporation by deed dated April 8, 1930, and recorded in Erie County Clerk's Office on April 11, 1930, in Liber 2092 of Deeds at Page 481.

**PARCEL 10**

**Part of 122.16-1-8.1 and 8.1/A**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Numbers 57, 58 and 60, Township 10, Range 8 of the Buffalo Creek Reservation and part of Lot Number 16 of the Gore Tract, more particularly described according to a plan of survey No. A-3200 made by Trautman Associates entitled "Survey of Lands: Consolidated Rail Corporation to Republic Steel Corporation", dated December 23, 1976, revised to January 12, 1977, (Grantor's Case Plan No. 65069), described as follows.

BEGINNING at a point in the most southerly corner of land described in a conveyance to Republic Steel Corporation by deed dated March 11, 1959 and recorded in Erie County Clerk's Office in Liber 6419 of Deeds at page 470; thence northerly along lands so conveyed to said Steel Corp. on a curve to the left concentric with 30 feet measured westerly from and radially to said center line of the tract of the west leg of Abbott Road Yard Wye of the Consolidated Rail Corporation (formerly Delaware, Lackawanna and Western Railroad Company) 659.32 feet more or less to a point, said point being the southeasterly terminus of the firstly described course in the above mentioned conveyance; thence northwesterly thereon 60 feet to a point, said point being 75 feet measured southwesterly from and radially to the original center line of the railroad of the Consolidated Rail Corporation (formerly Delaware, Lackawanna and Western Railroad Company) opposite D.L. & W Survey Station 21522+23; thence northwesterly 88 feet to a point

in the southerly line of a parcel of land first described in a conveyance to New York Lackawanna & Western Railway Co. by deed dated February 18, 1882 and recorded in said Clerk's Office in Liber 430 of Deeds at page 130; thence northwesterly thereon 1522.46 feet to a point in the easterly line of lands taken by the City of Buffalo for the Buffalo River Improvement; thence northeasterly along in the bounds of said Improvement 99 feet more or less to a point in the northerly line of the herein above mentioned conveyance to said New York, Lackawanna & Western Railway Co.; thence southeasterly thereon 1492.27 feet to a point; thence on a curve to the left and continuing in part along the last mentioned conveyance 884.94 feet to a point; thence southwesterly along a radial line of the previous curved course a distance of 99 feet to a point; thence southwesterly at an interior angle of  $111^{\circ} 23' 58''$  turned from the last mentioned course a distance of 385.72 feet to a point; thence continuing southwesterly through lands of Erie-Lackawanna Railroad Company a distance of 520.38 feet more or less to the point of beginning; containing 9.314 acres of land, more or less.

Parcel 10 BEING the same premises conveyed by Consolidated Rail Corporation to Republic Steel Corporation by deed dated April 2, 1979, and recorded in the Erie County Clerk's Office on April 26, 1979 in Liber 8777 of Deeds at page 519.

#### **PARCEL 11**

##### **Part of 122.20-1-3.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, described as follows;

BEGINNING at a point in the southerly line of South Park Avenue (formerly Abbott Road) 272.53 feet measured northwesterly along the same from the corner formed by the intersection of said line of South Park Avenue and the westerly line of New Abbey Street, where

said line of South Park Avenue is intersected by the westerly line of the first parcel described in a deed dated October 10, 1882 made by Sheldon Collins, his wife, to New York, Lackawanna & Western Railway Company recorded in Erie County Clerk's Office on December 1, 1882 in Liber 436 of Deeds at page 262; thence southeasterly along said line of South Park Avenue 148 feet to a point 56 feet measured northwesterly from and radially to the original center line of the railroad of the Delaware, Lackawanna and Western Railroad Company at Survey Station 21509+49; thence southwesterly 160 feet more or less to a point in said westerly line of the first parcel described in said deed recorded in the Erie County Clerk's Office in Liber 436 of Deeds at page 262, 49.5 feet measured northwesterly from and radially to said centerline at survey station 21511+16; thence northeasterly along said westerly line of first parcel described in said deed recorded in the Erie County Clerk's Office in Liber 436 of Deeds at page 262, 148 feet more or less to the point of beginning; containing 9,961 square feet of land, more or less.

BEING the same premises conveyed by Delaware, Lackawanna and Western Railroad Company to Republic Steel Corporation by deed dated July 26, 1955, and recorded in the Erie County Clerk's Office on August 18, 1955 in Liber 5814 of Deeds at page 42.

#### **PARCEL 12**

##### **Part of 122.20-1-23.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Numbers 58 and 60, Township 10, Range 8 of the Holland Land Company's Survey and also part of Lot Number 16 of the original Ogden Gore Tract, bounded and described as follows:

BEGINNING at the intersection of courses 3 and 4 of deed dated September 19, 1902 from Nicolas G. Newerf to the New York, Lackawanna and Western Railway Company (Now

Erie Lackawanna Railway Company) recorded in Book 943 Page 385 of Erie County Deed Records, said intersection point also being 150 feet northwesterly by radial measurement from original center line of aforesaid former New York, Lackawanna and Western Railway Company at Chaining Station 21542+81 more or less:

1. Thence northeasterly along the division line between lands of Republic Steel Corporation on the north and lands of Erie Lackawanna Railway Company on the south, along a curve to the left having a radius of 4761.15 feet an arc distance of 1773.41 feet to a point and whose chord bears north  $80^{\circ} 02' 36''$  east for the distance of 1763.18 feet;
2. Thence south  $20^{\circ} 37' 39''$  east on a radial line 6 feet to a point in the southerly line of parcel now or formerly leased to the Republic Steel Corporation;
3. Thence southwesterly along aforesaid southerly line of the parcel now or formerly leased to Republic Steel Corporation along a curve to the right having a radius of 4767.15 feet an arc distance of 285.00 feet to a point and whose chord bears south  $71^{\circ} 05' 06''$  for a distance of 284.95 feet;
4. Thence south  $71^{\circ} 15' 58''$  west along the aforesaid southerly line of the parcel now or formerly leased to the Republic Steel Corporation a distance of 172.06 feet to a point in the center line projected southerly Column Line "A" in the open hearth building of Republic Steel Corporation;
5. Thence due south along aforesaid southerly projection of the center line of Column Line "A" 39.90 feet to a point;
6. Thence south  $79^{\circ} 36'$  west 745.51 feet to a point;
7. Thence south  $70^{\circ} 08' 26''$  west 171.82 feet to a point of curve;

8. Thence southwesterly on a curve to the right having a radius of 625.5 feet an arc distance of 134.18 feet to a point of compound curve and whose chord bears south  $85^{\circ} 17' 10''$  west for a distance of 133.93 feet;
9. Thence northwesterly continuing on a curve and to the right having a radius of 445.85 feet an arc distance of 213.99 feet to a point of tangency and whose chord bears north  $74^{\circ} 49' 07''$  west for a distance of 211.94 feet;
10. Thence north  $61^{\circ} 04' 07''$  west along a straight line 23.46 feet to a point of curve;
11. Thence northwesterly on a curve to the right having a radius of 424.68 feet an arc distance of 192.00 feet to point of compound curve and whose chord bears north  $48^{\circ} 07'$  west for a distance of 190.38 feet;
12. Thence northwesterly continuing on a curve to the right having a radius of 293.82 feet an arc distance of 74.16 feet to a point and whose chord bears north  $27^{\circ} 56' 03''$  west for a distance of 73.97 feet;
13. Thence north  $06^{\circ} 06' 04''$  west 88.52 feet to a point in the aforesaid division line between lands of Republic Steel Corporation on the north and lands of Erie, Lackawanna Railway Company on the south;
14. Thence southeasterly on the last mentioned division line along a curve to the left having a radius of 433.33 feet an arc distance of 255.00 feet to the point of beginning and whose chord bears south  $29^{\circ} 58' 54''$  east for a distance of 251.34 feet.

Containing 2.923 acres of land, more or less.

BEING the same premises conveyed by Erie-Lackawanna Railway Company to Republic Steel Corporation by deed dated June 4, 1969, and recorded in the Erie County Clerk's Office on August 29, 1969 in Liber 7622 of Deeds at page 649.

**PARCEL 13**

**Part of 122.16-1-8.1 and 8.1/A**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND and premises, hereinafter particularly described, situate, lying and being in the City of Buffalo, County of Erie and State of New York, bounded and described as follows:

BEGINNING at the intersection of the lines of the third and fourth courses described in a deed made January 16, 1906 between The New York Lackawanna and Western Railway Company and Spencer Kellogg recorded in the Erie County Clerk's Office on March 8, 1906 in Liber 1038 of Deeds at page 171, 75 feet measured southwesterly from and radially to the original center line of the railroad of The Delaware, Lackawanna and Western Railroad Company opposite Survey Station 21522+23;

1. Thence southeasterly 60 feet to a point 30 feet measured southwesterly from and at right angles to the center line of the track of the west leg of the Abbott Road Yard Wye of the Delaware, Lackawanna and Western Railroad Company;
2. Thence southerly on a curve to the right concentric with and 30 feet measured westerly from and radially to said center line of track of said west leg of said Wye 640 feet more or less to a point in said line of said third course described in said deed recorded in Liber 1038 of Deeds at page 171;
3. Thence northerly along a portion of said last mentioned line 645 feet more or less to the point of beginning.

Containing 1.269 acres of land, more or less.

BEING the same premises conveyed by the Delaware, Lackawanna and Western Railroad Company to Republic Steel Corporation by deed dated March 11, 1959, and recorded in the Erie County Clerk's Office on May 7, 1959 in Liber 6419 of Deeds at page 470.

**PARCEL 14**

**132.08-1-6 and 6A**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being parts of Lots 55 and 56, Township 10, Range 8 of the Buffalo Creek Reservation and further distinguished as Subdivision Lot Number 2, Block Number 1 according to a map and survey made by Thomas Rogers, Civil Engineers, and filed in the Erie County Clerk's Office June 3, 1897 under cover Number 615, except the northerly 10 feet of said Lot and being 26 feet front and rear by 110 feet in depth on South Park Avenue (formerly Abbott Road), north side, 27 feet east of Bertha Street.

BEING the same premises conveyed by Vincent J. Muffoletto, Referee, to Republic Steel Corporation by deed dated June 29, 1977, and recorded in the Erie County Clerk's Office on July 5, 1977 in Liber 8527 of Deeds at page 299.

**AREA II**

**PARCEL "A"**

**132.08-1-6 and 6A**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, begin part of Ogden Gore Lot Numbers 16 and 17 and being more particularly described as follows:

BEGINNING at a point on the west boundary line of Abby Street 120.83 feet northerly from the intersection of the center line of Bell Street with the west boundary line of Abby Street; thence northerly along the west boundary line of Abby Street 586.17 feet more or less to a point at the southeast corner of lands conveyed by Geraldine M. Grob to Donner-Hanna Coke Corporation under deed dated October 16, 1928 and recorded October 26, 1928 in Liber 1986 at page 500; thence westerly and at right angles with Abby Street and along the southerly boundary line of the said lands conveyed by Geraldine M. Grob and along the southerly boundary line of lands conveyed by National Fuel Gas Supply Corporation to Donner-Hanna Coke Corporation under deed dated October 14, 1977 and recorded November 30, 1977 in the Erie County Clerk's Office in Liber 8591 at page 548, a distance of 471.85 feet to a point, said point being a turning point along the southerly boundary line of the said lands conveyed by National Fuel Gas Supply Corporation; thence southwesterly and running parallel with Bell Street along the last mentioned southerly boundary line to a point, said point being the southwest corner of Subdivision Lot Number 22; thence northwesterly along the easterly property line of a parcel of land acquired by Donner-Union Coke Corporation under deed dated June 26, 1918 and recorded June 27, 1918 in Liber 1384 at page 303, a distance of 60 feet more or less to a point, said point now being on the northerly property line of property formerly owned by Donner-Hanna Coke Corporation; thence

in a southwesterly direction along said northerly property line of Donner-Hanna Coke Corporation, a distance of 600 feet more or less to a point; said point being the southeast corner of lands conveyed by Donner-Union Coke Corporation to August Feine under deed dated June 26, 1918 and recorded in Liber 1415 at page 91; thence southwesterly along the southerly boundary line of the said lands conveyed by Donner-Union Coke Corporation, a distance of 248 feet more or less to the southwest corner of the said lands conveyed by Donner-Union Coke Corporation; thence northerly and at right angles, a distance of 235 feet more or less to the south bounds of the lands of the Delaware, Lackawanna & Western Railroad; thence westerly, northwesterly and southerly along the said south bounds of said Railroad Company's land and the east bounds of the lands of the South Buffalo Railway Company 1909.35 feet more or less to the center line of Bell Street; thence continuing southerly along the easterly boundary line of the South Buffalo Railway Company 287.94 feet more or less to the lands conveyed by Bethlehem Steel Corporation to Republic Steel Corporation under deed dated June 24, 1968 and recorded June 27, 1968 in Liber 7482 at page 400; thence along the said lands conveyed by Bethlehem Steel Corporation the following courses and distances:

1. Eastwardly and at right angles to the said last mentioned easterly boundary line of the South Buffalo Railway Company 47.3 feet more or less to a point;
2. Thence northwardly by a curve to the right with a radius of 360.7 feet, a distance of 480.73 feet more or less to a point;
3. Thence northwardly and at right angles to the center line of Bell Street 14.5 feet more or less to a point in the center line of Bell Street, as formerly laid out;
4. Thence easterly along said center line and extension of same center line of Bell Street, being also the northerly boundary line of the said lands conveyed by Bethlehem Steel

Corporation, a distance of 1711.5 feet more or less to the westerly boundary line of Abby Street and the point of beginning.

**PARCEL "B"**

**122.20-1-21**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being parts of Ogden Gore Lot Number 16, being more particularly described as follows:

BEGINNING at the intersection of the southerly line of Baraga Street with the westerly line of Abby Street; thence running southerly along the westerly line of Abby Street 130.46 feet, more or less, to a point forming the northeast corner of lands conveyed to Donner-Union Coke Corporation by William H. Donner and Dora B. Donner under deed dated July 24, 1917 and recorded July 30, 1917 in the Erie County Clerk's Office in Liber 1357 of Deeds at page 610; thence westerly at right angles with Abby Street and along the northeasterly line of the said lands conveyed by William H. Donner and Dora B. Donner 471.85 feet, more or less, to a point, said point being a turning point along the northeasterly line of said lands conveyed by William H. Donner and Dora B. Donner; thence southwesterly and parallel with Baraga Street to a point forming the southwest corner of Subdivision Lot Number 22 as shown on map filed in the Erie County Clerk's Office under Cover Number 487; thence northwesterly and at right angles with Baraga Street along the westerly boundary line of Subdivision Lot Number 22, 113 feet, more or less, to the southerly line of Baraga Street; thence northeasterly and easterly along the southerly line of Baraga Street to the point of BEGINNING.

**PARCEL "C"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Mary A. Pyne, John J. O'Brien, Barbara J. O'Brien and Leonard C. Lovallo to Donner-Hanna Coke Corporation under deed dated March 23, 1977 and recorded March 28, 1977 in the Erie County Clerk's Office in Liber 8492 of Deeds at page 393 and being more particularly described as follows:

Subdivision Lots Numbers 57, 58, 59, and 60 according to map filed in the Erie County Clerk's Office under Cover Number 562; also, Subdivision Lot Number 62 in Block 23 according to map filed in the Erie County Clerk's Office under Cover Number 638; also, Subdivision Lots Numbers 14 through 18, inclusive, in Block "A" according to map filed in the Erie County Clerk's Office under Cover Number 245 and the additional land described as follows:

BEGINNING at a point on the northerly boundary line of Baraga Street (formerly Scranton Street) 360 feet westerly from its intersection with the westerly line of Abby Street, the said point being the intersection of the easterly boundary line of Subdivision Lot Number 14 extended and the northerly boundary line of Baraga Street; thence northerly and parallel with Abby Street 30 feet to the southerly line of Subdivision Lot Number 14 in the aforesaid Block "A"; thence westerly and parallel with Baraga Street along said southerly line 60 feet to the southwest corner of Subdivision Lot Number 15 in the aforesaid Block "A"; thence southerly along the extension of the westerly boundary line of Subdivision Lot Number 15 and at right angles with Baraga Street 30 feet to the northerly line of Baraga Street; thence easterly along the northerly line of Baraga Street 60 feet, more or less, to the point of beginning.

**PARCEL "D"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Vincent J. Muffoletto, Commissioner of Finance of the County of Erie, to Donner-Hanna Coke Corporation under deed dated May 6, 1976 and recorded June 16, 1976 in the Erie County Clerk's Office in Liber 8400 of Deeds at page 201 and being more particularly described as follows:

Subdivision Lot Number 61, Serial Number 946, 314 Abby, west side, 30 North Baraga, 34 feet by 120 feet.

**PARCEL "E"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and more particularly described as follows:

BEGINNNING at a point on the northerly line of Baraga Street 120 feet west of the intersection of the west line of Abby Street and the north line of Baraga Street, said point being the southwest corner of Subdivision Lot Number 62; thence westerly along the northerly line of Baraga Street 240 feet to the southwest corner of lands conveyed to Donner-Hanna Coke Corporation under deed dated March 23, 1977 and recorded March 28, 1977 in the Erie County Clerk's Office in Liber 8492 of Deeds at page 393; thence northerly and at right angles with the north line of Baraga Street along the easterly line as well as the extension of the same easterly line of Subdivision Lot Number 14 in Block "A" under Cover Number 245 in the Erie County Clerk's Office, a distance of 199.92 feet, more or less, to the southerly line of O'Connor Avenue

(formerly Lackawanna Avenue); thence easterly along the southerly line of O'Connor Avenue 240 feet, more or less, to the northwest corner of Subdivision Lot Number 57 as filed under Cover Number 562 in the Erie County Clerk's Office; thence southerly along the westerly boundary line of Subdivision Lots Numbers 57 through 62, inclusive, as filed under Cover Numbers 562 and 638 in the Erie County Clerk's Office, a distance of 199.92 feet, more or less, to the point of BEGINNING.

**PARCEL "F"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Edmund J. Heller to Donner-Hanna Coke Corporation under deed dated October 6, 1942 and recorded May 23, 1956 in the Erie County Clerk's Office in Liber 5990 of Deeds at page 330 and being more particularly described as follows:

Subdivision Lots Numbers 19, 20 and 21 in Block "A" as shown on map filed in the Erie County Clerk's Office under Cover Number 245 and the additional land described as follows:

BEGINNING at a point in the northerly line of Baraga Street at the distance of 420 feet westerly on the intersection of the northerly line of Baraga Street with the westerly line of Abby Street; running thence northerly 30 feet; thence westerly along a line drawn parallel to Baraga Street 115.50 feet; thence southerly 30 feet to the northerly line of Baraga Street; thence easterly and along the northerly line of Baraga Street 115.50 feet to the point and place of BEGINNING.

BEGINNING at a point in the northerly line of Baraga Street, as now laid out, (formerly Scranton Street) distant 535 ½ feet westerly of the point of intersection of the northerly line of Baraga Street and the westerly line of Abby Street; running thence northerly at right angles 30

feet; thence westerly along a line drawn parallel to the southerly line of Lackawanna Street 90 feet to the easterly line of Subdivision Lot Number 26 as shown on a map filed in the Office of the Clerk of Erie County under Cover Number 638; running thence southeasterly along the last mentioned line to the northerly line of Baraga Street; thence northeasterly along the northerly line of Baraga Street 73.30 feet to the point and place of BEGINNING.

**PARCEL "G"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Georgina Seligman to Donner-Hanna Coke Corporation under deed dated and recorded August 11, 1961 in the Erie County Clerk's Office in Liber 6687 of Deeds at page 345 and being more particularly described as follows:

Subdivision Lot Number 22 in Block "A" as shown under Cover Number 245 in the Erie County Clerk's Office.

**PARCEL "H"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Fenton M. Parke to Donner-Hanna Coke Corporation under deed dated September 1, 1937 and recorded May 23, 1956 in the Erie County Clerk's Office in Liber 5990 of Deeds at page 322 and being more particularly described as follows:

BEGINNING at a point on the north line of Baraga Street, formerly Scranton Street, as the same is laid out under Cover Number 638, 505 feet east of the easterly line of Rochester

Street, which said point of beginning is the southwest corner of Subdivision Lot Number 26 in Block 23, Cover Number 638, thence at right angles about 159.20 feet to the lands of the Delaware, Lackawanna and Western Railroad property; thence northeasterly along said Railroad lands to the northwesterly corner of Subdivision Lot Number 22 in Block "A", Cover Number 245; thence southerly along the westerly line of said Subdivision Lot Number 22 in Block "A", Cover Number 245 to its intersection with the northeasterly line of Subdivision Lot Number 26 in Block 23, Cover Number 638; thence southeasterly along the northeasterly line of Subdivision Lot Number 26 in Block 23, Cover Number 638 to the north line of Baraga Street; thence westerly along the north line of said street 30 feet to the point or place of BEGINNING.

**PARCEL "J"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16, being more particularly described as follows:

Subdivision Lot Number 25 in Block 23 as shown under Cover Number 638 in the Erie County Clerk's Office and conveyed by Fenton M. Parke and Margaret Kidd Parke to Donner-Union Coke Corporation under deed dated February 24, 1919 and recorded April 7, 1919 in the Erie County Clerk's Office in Liber 1428 of Deeds at page 162.

Subdivision Lots Numbers 15 and 16 in Block 23 as shown under Cover Number 487 in the Erie County Clerk's Office and conveyed by Fenton M. Parke and Margaret Kidd Parke to Donner-Union Coke Corporation under deed dated August 22, 1917 and recorded October 8, 1918 in the Erie County Clerk's Office in Liber 1399 of Deeds at page 307.

BEING parcels A through H, and J conveyed by Donner-Hanna Coke Corporation to LTV Steel Company Inc., formerly known as Republic Steel Corporation, and Hanna Furnace Corporation, by deed dated December 10, 1992, and recorded in the Erie County Clerk's Office on December 30, 1992 in Liber 10584 of Deeds at page 263.

**AREA III**

**PARCEL "A"**

**Part of 132.08-1-7**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Numbers 16 and 17 of the Ogden Gore Tract, bounded and described as follows:

BEGINNING at the point of intersection of the center line of Bell Street, as formerly laid out, and the westerly line of Abby Street; thence southwardly along said westerly line of Abby Street 541 feet to a point; thence westwardly at right angles to said westerly line of Abby Street 222.06 feet; thence westwardly and parallel with the center line of Bell Street, as formerly laid out, 1563.21 feet to a point in the easterly line of the right of way of Buffalo, Rochester and Pittsburgh Railway Company; thence northwardly along the easterly line of the right of way of Buffalo, Rochester and Pittsburgh Railway Company 112 feet to a point; thence westwardly and parallel with said center line of Bell Street 107 feet to a point in the easterly line of the right of way of South Buffalo Railway Company; thence northwardly along said last mentioned easterly line 142 feet to a point in the line of lands now or formerly of Donner-Union Coke Corporation; thence along said land the following three courses and distances:

1. Eastwardly and at right angles to said last mentioned easterly line of the right of way of South Buffalo Railway Company 47.3 feet to a point;
2. Thence northwardly by a curve to the right with a radius of 360.7 feet a distance of 480.73 feet to a point;
3. Northwardly at right angles to said center line of Bell Street 14.5 feet to a point in the center line of Bell Street, as formerly laid out;

thence along said center line and an extension thereof and also along lands now or formerly of Donner-Union Coke Corporation eastwardly 1711.5 feet to said westerly line of Abby Street; thence along said westerly line southwardly 121.15 feet to the place of beginning.

BEING parcel A conveyed by Bethlehem Steel Corporation to Republic Steel Corporation by deed dated June 24, 1968, and recorded in Erie County Clerk's Office on June 27, 1968, in Liber 7482 of Deeds at Page 400.

**(Parcel B) Part of 132.08-1-7**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 17 of the Ogden Gore Tract, bounded and described as follows:

BEGINNING at a point in the westerly line of Abby Street, distant 541 feet southerly from its intersection with the center line of Bell Street, as originally laid out, said point of beginning being the southeasterly corner of lands conveyed to Bethlehem Iron & Steel Corporation by Irene Krull by deed dated September 23, 1926 and recorded in the Erie County Clerk's Office on September 29, 1926, in Liber 1905 of Deeds at page 534; running thence southerly along the westerly line of Abby Street 383.30 feet to the southerly line of lands conveyed by Frederick Brown to Nicholas Newerf and William H. Newerf by deed dated April 19, 1887 and recorded in the Erie County Clerk's Office on April 22, 1887 in Liber 526 of Deeds at page 107; running thence westerly and along the southerly line of Newerf's lands, as above mentioned, 1633.32 feet to the easterly line of lands conveyed to Buffalo, Rochester and Pittsburgh Railway Co. by Irene Krull by deed dated June 8, 1917 and recorded in the Erie County Clerk's Office on June 22, 1917 in Liber 1364 of Deeds at page 540; running thence

**AREA IV**

**PARCEL "L"**

**Part of 132.12-1-10.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of the Ogden Gore Lot No. 17, and being more particularly described as follows:

BEGINNING at a point in the westerly line of Abby Street with the northerly line of Providence Street, which point is northerly 364.68 feet more or less measured along the westerly line of Abby Street from its intersection with the northerly line of Tifft Street and which point is also the southeasterly corner of Subdivision Lot No. 87 as shown on a map filed in the Erie County Clerk's Office under Cover No. 589; thence westerly along the northerly line of Providence Street which is also the southerly line of Subdivision Lots 87, and 91 through 130, inclusive, to the southwesterly corner of Subdivision Lot No. 130; thence northerly along the westerly line of Subdivision Lot No. 130 which is also on an easterly line of lands described at Parcel "M" described in deed recorded in the Erie County Clerk's Office in Liber 10584 of Deeds at page 263 to a point at the northwesterly corner of Subdivision Lot No. 130; thence easterly along the north line of Subdivision Lot No. 130, 14.56 feet more or less to the southwesterly corner of Subdivision Lot No. 137, being also along a southerly line of lands described at said Parcel "M"; thence north along the westerly line of Subdivision Lot No. 137 and the easterly line of Parcel "M", as aforesaid, 137.85 feet more or less to a point in the south line of Boller Street; thence continuing along the extension of the westerly line of Subdivision Lot No. 137 and an easterly line of Parcel "M", as aforesaid, a distance of 66 feet to a point in

the north line of Boller Street; thence westerly along the north line of Boller Street and a northerly line of the said Parcel "M" herein, 7.91 feet to a point; thence northerly at right angles along an easterly line of the said Parcel "M", 275.70 feet to an iron pipe; thence easterly along a line parallel with Tifft Street, being also a southerly line of the said Parcel "M", a distance of 24.01 feet to an iron pipe; thence northerly at right angles to Tifft Street and being also an easterly line of the said Parcel "M", a distance of 66 feet to an iron pipe; thence westerly along a line parallel to Tifft Street and being a northerly line of the said Parcel "M", 50 feet to an iron pipe; thence northerly and along the east line of the said Parcel "M", as aforesaid, a distance of 138.04 feet more or less to an iron pipe on the southerly line of lands conveyed by Bethlehem Steel Corporation to Republic Steel Corporation under deed dated June 24, 1968 and recorded June 27, 1968 in the Erie County Clerk's Office in Liber 7482 of Deeds at page 400; thence easterly and along the southerly line of lands of Republic Steel Corporation, 1635.95 feet more or less to the westerly line of Abby Street; thence southerly along the westerly line of Abby Street, 879.14 feet more or less to the place of beginning.

THE hereinabove described property having been acquired by Donner-Hanna Coke Corporation under the following deeds filed in the Erie County Clerk's Office:

1. Deed made by Cheektowaga Plaza, Inc. to Donner-Hanna Coke Corporation dated June 16, 1952 recorded May 23, 1956 in Liber 5990 of Deeds at page 326.
2. Deed made by Cheektowaga Plaza, Inc. to Donner-Hanna Coke Corporation dated July 28, 1953 and recorded May 23, 1956 in Liber 5990 of Deeds at page 309.
3. Deed made by Herman Doran to Donner-Hanna Coke Corporation dated August 4, 1961 and recorded August 8, 1961 in Liber 6686 of Deeds at page 47.

4. Deed made by Amy Regina Juengling to Donner-Hanna Coke Corporation dated August 25, 1961 and recorded August 31, 1961 in Liber 6695 of Deeds at page 41.
5. Deed made by Ralph J. Morrow, individually and as Executor of the Last Will and Testament of Alice L. Morrow, to Donner-Hanna Coke Corporation dated December 29, 1961 and recorded January 4, 1962 in Liber 6732 of Deeds at page 83.

**PARCEL "M"**

**132.12-1-9.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of the Ogden Gore Lot No. 17 and being more particularly described as follows:

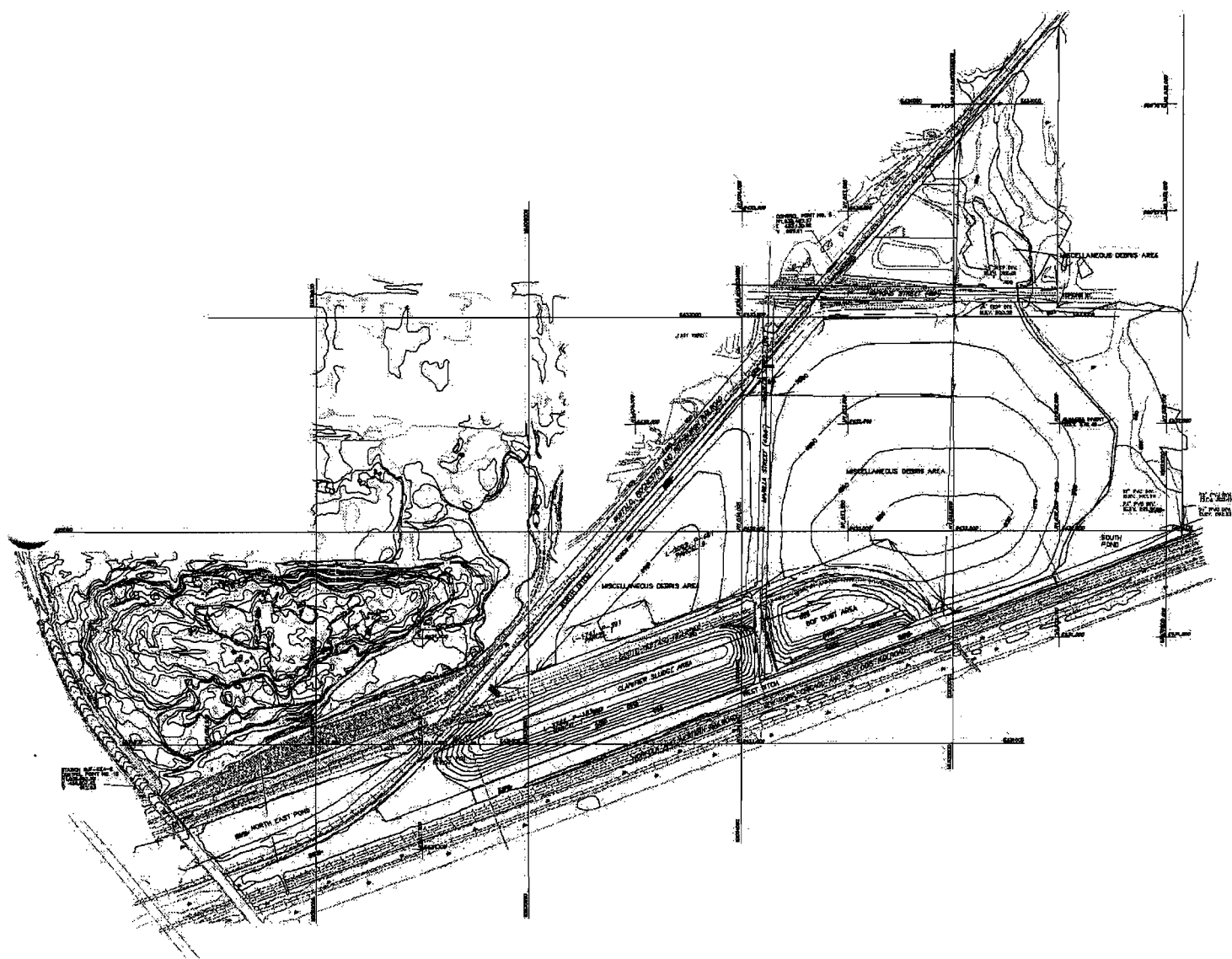
BEGINNING at a point in the northerly line of Tifft Street 1142 feet west of the intersection of the northerly line of Tifft Street with the westerly line of Abby Street, as measured along the northerly line of Tifft Street; thence northerly 137.85 feet along the west line of Subdivision Lot No. 39 as shown under map filed in the Erie County Clerk's Office under Cover No. 589; thence westerly along a line drawn parallel to the north line of Tifft Street 45.45 feet; thence northerly at right angles and along the west line of Subdivision Lot No. 46, 170.85 as shown under Map Cover No. 589 as filed in the Erie County Clerk's Office; thence easterly and parallel with the northerly line of Tifft Street 8.23 feet to the west line of Subdivision Lot No. 130 as shown under map filed in the Erie County Clerk's Office under Cover No. 589, as extended southerly, thence northerly at right angles and along the west line of Subdivision Lot No. 130 as extended southerly 170.85 feet; thence easterly and parallel with the northerly line of Tifft Street 14.56 feet; thence northerly at right angles and along a straight line 203.85 feet to the northerly line of a street formerly known as Boller Avenue; thence westerly and parallel with the

northerly line of Tiff Street 7.91 feet to a point which is 1427.40 feet westerly from the westerly line of Abby Street as measured along the northerly line of Boller Avenue; thence northerly at right angles to the aforementioned line and along a straight line 275.70 feet to the southerly line of lands conveyed by deed recorded in the Erie County Clerk's Office in Liber 1410 of Deeds at page 260; thence easterly along a line drawn parallel with the northerly line of Tiff Street 24.01 feet; thence northerly at an interior angle of  $90^{\circ} 01'$ , 66 feet; thence westerly along a line drawn parallel with the north line of Tiff Street 50 feet to a line drawn parallel with the center line of the main track of the South Buffalo Railway; thence northerly at an exterior angle of  $89^{\circ} 59'$  and along a line drawn parallel with the center line of the main track of the South Buffalo Railway 138.04 feet to the south line of land conveyed by Krull to McClintic Marshall Construction Co. by deed recorded in the Erie County Clerk's Office in Liber 2070 of Deeds at page 130; thence continuing northerly along said line drawn parallel to the center line of the main track of the South Buffalo Railway 548.85 feet to a line drawn parallel with the former center line of Bell Street and 429 feet southerly therefrom as measured at right angles thereto; thence westerly along the line drawn parallel with the former center line of Bell Street and 429 feet southerly therefrom as measured at right angles thereto 107 feet; thence southerly along a straight line 548.88 feet to a point in the south line of lands conveyed to McClintic Marshall Construction Co., as aforesaid, at a point 77 feet easterly of the center line of the main track of the South Buffalo Railway as measured along said south line of McClintic Marshall Construction Co.; thence continuing southerly along a line drawn parallel with and 77 feet easterly of the center line of the main track of the south Buffalo Railway 1163 feet to the northerly line of Tiff Street; thence easterly along the northerly line of Tiff Street 156.84 feet to the point or place of beginning; containing 4.674 acres of land, more or less.

BEING parcels L and M conveyed by Donner-Hanna Coke Corporation to LTV Steel Company Inc., formerly known as Republic Steel Corporation, and Hanna Furnace Corporation, by deed dated December 10, 1992, and recorded in the Erie County Clerk's Office on December 30, 1992 in Liber 10584 of Deeds at page 263.

**EXHIBIT "B"**

**Legal Description and Map of  
Marilla Street Landfill**



**MARILLA STREET**

**PARCEL "1"**

**132.20-1-9**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the Fourth Ward in the City of Buffalo, County of Erie and State of New York, being part of Lot 18 of the Ogden Gore Tract, so called, and part of Lot 43 of the Buffalo Creek Indian Reservation, bounded and described as follows, viz:

BEGINNING at a point in the middle line of Marilla Street at a corner of land of other owners in Lot 18 of the Ogden Gore Tract and at the distance of 87.5 feet measured eastwardly and at right angles from a point in the line dividing land of the New York, Chicago and St. Louis Railroad Company on the west from land of the Western New York and Pennsylvania Railway Company on the east, said beginning point being also at the distance of 99.17 feet measured south  $85^{\circ} 9'$  east along the prolongation westwardly of said middle line of Marilla Street from a point in the line established as the center line of the main track of railroad of the Western New York and Pennsylvania Railway Company known as the Chautauqua Branch, said last-mentioned point being at the distance of 1629.5 feet measured north  $17^{\circ} 9'$  west along said center line of the main track of railroad, Chautauqua Branch, from another point therein, opposite said Railway Company's Mile Post 5.

EXTENDING from said beginning point the following 4 courses and distances:

1. South  $85^{\circ} 9'$  east along said middle line of Marilla Street, being along a southerly line of land of other owners crossing the line dividing Lot 18 in the Ogden Gore Tract on the west from the Buffalo Creek Indian Reservation on the east, passing through a point common to the northwesterly corner of Lot 43 and common to the southwesterly corner

of Lot 44, both in said Buffalo Creek Indian Reservation, and along the line dividing Lot 43 on the south from Lot 44 on the north, both in said Buffalo Creek Indian Reservation, 273.58 feet to the point of meeting with the westerly line of land of the South Buffalo Railway Company, distant 79.79 measured north  $85^{\circ} 9'$  west along said middle line of Marilla Street which is coincident with said line dividing Lot 43 on the south from Lot 44 on the north from a point in the line established as the center line of railroad of the South Buffalo Railway Company and making an angle of  $68^{\circ} 2'$  therewith as measured from the westward towards the northward; the following 2 courses and distances being along said westerly line of the South Buffalo Railway Company.

2. South  $17^{\circ} 9'$  east crossing the southerly line of said Marilla Street 283 feet to a point;
3. Southwardly having said last-described course as a tangent on a curve to the right having a radius of 438.39 feet an arc length of 496.68 feet to a point at a corner of said last-mentioned land, said second course being along a line parallel with and distant westerly 74 feet at right angles from the center line of the South Buffalo Railway Company and said third course being along a line concentric with and distant westerly 74 feet radially from the center line of the South Buffalo Railway Company
4. North  $17^{\circ} 9'$  west by land of the Western New York and Pennsylvania Railway Company on a line parallel with and distant 87.5 feet measured eastwardly and at right angles from said line dividing land of the New York, Chicago and St. Louis Railroad Company on the west from land of the Western New York and Pennsylvania Railway Company on the east, recrossing said line dividing the Buffalo Creek Indian Reservation on the south from the Ogden Gore Tract on the north, being the line dividing Lot 43 in the Buffalo Creek Indian Reservation on the south from Lot 18 in the Ogden Gore Tract on the north, at

location recrossing said southerly line of Marilla Street at the westerly extremity thereof 782.9 feet to the place of beginning; containing 3.61 acres of land, more or less.

BEING part of the premises which The Stuyvesant Real Estate Company, by deed dated June 1, 1931 and recorded in the Office of the Clerk of the County of Erie, New York in Liber 2166 of Deeds at page 441, granted and conveyed unto the said Western New York and Pennsylvania Railway Company in fee and part of the premises which Franklin D. Locke and wife, by deed dated December 22, 1884 and recorded in the said Clerk's Office in Liber 470 of Deeds at page 434 granted and conveyed unto The Union Terminal Railroad Company of the City of Buffalo in fee and by agreement dated November 2, 1916, a certificate of which was filed in the Office of the Secretary of State of the State of New York November 12, 1917, all the property rights and franchises of The Union Terminal Railroad Company of the City of Buffalo were acquired by the said Western New York and Pennsylvania Railway Company.

BEING the same premises conveyed by Western New York and Pennsylvania Railway Company to Republic Steel Corporation by deed dated November 2, 1945, and recorded in the Erie County Clerk's Office on November 23, 1945 in Liber 3797 of Deeds at page 508.

#### **PARCEL "2"**

#### **133.17-1-6 and 133.17-1-9**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot 42, Township 10, Range 8 of the Holland Land Company' Survey, bounded and described as follows:

BEGINNING in the north line of said Lot 42 at the point of intersection of the southwesterly line of lands conveyed to the Rochester and Pittsburgh Railroad Company; running thence westerly and along the north line of said Lot 42 – 2251.63 feet to the northeast

line of lands conveyed to The Union Terminal Railroad Company; thence southeasterly and along the northeast line of said Union Terminal Railroad Company's lands about 1175 feet to the south line of said Lot 42; thence easterly and along the south line of said Lot 42 – 3076.43 feet to the southwest line of lands owned by the Rochester and Pittsburgh Railroad Company; thence northwesterly and along the southwest line of the said Rochester and Pittsburgh Railroad Company's lands about 1610 feet to the north line of said Lot 42 to the point or place of beginning; containing 65.42 acres of land, more or less.

**Part of 133.17-1-1**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, known and distinguished as Subdivisions Lots 25, 27, 29 and so much of Lot 31 lying east of the right of way of the South Buffalo Railway Company as conveyed by the deed dated November 5, 1903 and recorded in the Erie County Clerk's Office in Liber 984 of Deeds at page 412 on the 11<sup>th</sup> day of April 1904, as such subdivision lots are shown on a subdivision map of part of Lot 43, Township 10 Range 8 of the Holland Land Company's Survey and recorded in the Erie County Clerk's Office in Liber 125 of Deeds at page 332, more particularly bounded and described as follows:

BEGINNING at a point in the north line of said Lot 43 at the distance of 42 chains 37 links westerly from the northeast corner thereof and said commencing point being the northeast corner of said Subdivision Lot 25; running thence south – southerly and parallel with the east line of said Lot 43 – 13 chains 22 links to the south line of said Lot 43; thence westerly along said line of Lot 43 to the intersection of said line of Lot 43 with the easterly bounds of the said right of way of the South Buffalo Railway Company; thence running northeasterly and northwesterly along the east bounds of the said right of way of the South Buffalo Railway

Company to a point in the north line of said Lot 43 where the same is intersected by the easterly bounds of the right of way of said South Buffalo Railway Company and thence easterly along the north line of said lot 43 to the point or place of beginning.

EXCEPTING and reserving therefrom all that certain tract, piece or parcel of land taken and acquired by the City of Buffalo pursuant to Chapter 557 of the Laws of 1887 by an Order of the Superior Court of Buffalo dated April 3, 1891 and recorded May 6, 1891 in the Erie County Clerk's Office in Liber 609 of Deeds at page 374.

ALSO excepting and reserving therefrom all the certain tract, piece or parcel of land taken or acquired by the City of Buffalo pursuant to an Order of the Supreme Court Erie County dated October 23, 1903 and recorded October 24, 1903 in the Erie County Clerk's Office in Liber 981 of Deeds at page 238.

ALSO excepting and reserving therefrom all that certain tract, piece or parcel of land conveyed to the South Buffalo Railroad Company by Henry K. Kirkover and Emma J. Kirkover, his wife, and Henry Koons, a bachelor, by deed dated November 5, 1903 and recorded on April 11, 1904 in the Erie County Clerk's Office in Liber 984 of Deeds at page 412.

ALSO excepting and reserving therefrom all that certain tract, piece or parcel of land conveyed to the City of Buffalo by Henry K. Kirkover and Emma J. Kirkover, his wife, by deed dated December 29, 1904 and recorded January 27, 1905 in the Erie County Clerk's Office in Liber 1005 of Deeds at page 369.

ALSO excepting the fee of the lands within the limits of Marilla Street, as now laid out.

BEING parcel 12 conveyed by Donner Steel Company, Inc. to Republic Steel Corporation by deed dated April 8, 1930, and recorded in the Erie County Clerk's Office on April 11, 1930, in Liber 2092 of Deeds at Page 481.

**Part of 133.17-1-1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, Erie County, New York, being a part of Lot Number 43, of the Buffalo Creek Indian Reservation, bounded and described as follows:

BEGINNING at a point in the center line of Marilla Street, distant 92.73 feet eastwardly from its intersection with the center line of South Buffalo Railway Company as originally laid out, said point of beginning being the northeast corner of lands conveyed by Henry D. Kirkover and deeded to South Buffalo Railway Company by quit claim deed dated November 5<sup>th</sup>, 1903 and recorded in the Erie County's Office on April 11, 1904 in Liber 984 at page 412; thence continuing along the present right of way line of South Buffalo Railway Company south 20° 27' east 630.24 feet to a point; thence south 48° 37' west 417.18 feet to a point; thence north 25° 36' 20" west 67.71 feet to a point; thence along a curved line running east and north, said line being parallel with and distant 21 feet from the center line of the main line of the railway of South Buffalo Railway Company, said curve having a radius of 533.38 feet and a length of arc of 629.96 feet to a point; thence continuing parallel with and 21 feet distant from the center line of aforementioned main line north 20° 27' west 211.68 feet to a point; thence north 76° 52' 29" east 47.69 feet to a point; thence north 20° 27' west 20 feet to a point in the center line of Marilla Street, said point being 73.64 feet eastwardly from the intersection of the center line of said main line and center line of Marilla Street; thence along said center line of Marilla Street south 88° 29' east 19.09 feet to the point of beginning, containing in all 2.031 acres more or less.

**133.13-1-8**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots 17 and 18 of the Ogden Gore Tract and part of

Subdivision Lots 26, 28, 30, and 32 of Great Lot 44 of the Buffalo Creek Indian Reservation as set forth on a subdivision map in Liber 125 of Deeds at page 332 in the Erie County Clerk's Office and more particularly described as follows:

BEGINNING at a point of intersection of the center line of Marilla Street with the westerly line of Subdivision Lot 24; thence northerly along the westerly line of Subdivision Lot 24, 93.75 feet to the southerly line of lands deeded to the Buffalo, Rochester & Pittsburgh Railroad by Rufus L. Howard by deed dated October 31<sup>st</sup>, 1883; thence northwesterly along the southerly line of land of the Buffalo, Rochester & Pittsburg Railroad about 1810.61 feet to the easterly line of land conveyed by the Estate of Rufus L. Howard to the South Buffalo Railroad Company by deed dated September 15, 1900; thence southerly along the easterly line of land of the South Buffalo Railroad Company and a prolongation southerly thereof, 1341.59 feet to the center line of Marilla Street; thence easterly along center line of Marilla Street, a distance of about 897.45 feet to the southwesterly corner of Subdivision Lot 24 at the point or place of beginning.

SAID premises being further described as Block D on a certain map or survey made for Howard & Randall by George C. Diehl, Civil Engineer, and filed in the Erie County Clerk's Office under date of March 11, 1918 under Cover 1006, containing 14.33 acres of land, be the same more or less.

BEING parcel 9 conveyed by Donner Steel Company, Inc. to Republic Steel Corporation by deed dated April 8, 1930, and recorded in Erie County Clerk's Office on April 11, 1930, in Liber 2092 of Deeds at Page 481.

### **PARCEL "3"**

**(Parcel 1) – 132.16-1-9**

ALL those 3 certain lots of pieces of land, situate, lying and being in the City of Buffalo, County of Erie, State of New York, bounded and described as follows:

BEGINNING at a point at the intersection of the northerly line of Marilla Street with the easterly line of lands as conveyed to Franklin D. Locke, Trustee, by Rufus L. Howard and wife, and now owned or occupied by the Western New York and Pennsylvania Railroad Company; thence northwardly along said easterly line at an interior angle of  $112^{\circ} 0' 20''$  with said northerly line of Marilla Street 1852.16 feet, more or less, to a point; thence along the westerly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Rufus L. Howard and Maria, his wife, by deed dated October 10, 1882 and recorded in the Office of the Clerk of the County of Erie in Liber 446 of Deeds at page 2, the following 2 courses and distances:

1. Easterly at an interior angle of  $106^{\circ} 08'$  - 87.22 feet and southwardly by a curve to the left with a radius of 1966.58 feet, a distance of 373.26 feet to a point distant 108 feet westwardly at right angles to the center line of the South Buffalo Railway Company main line;
2. Thence southwardly parallel and distant 108 feet from said center line 1617.98 feet, more or less, to a point on the said northerly line of Marilla Street; thence westwardly along said northerly line at an interior angle of  $68^{\circ} 2'$  - 236.36 feet to the place of beginning.

Containing 9.106 acres of land, more or less.

**(Parcel 2) – Part of 132.12-1-7.1**

BEGINNING at a point at the intersection of the southerly line of Tiff Street with the easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Rufus L. Howard and Maria, his wife, by deed dated October 10, 1882 and recorded in the

Office of the Erie County Clerk in Liber 446 of Deeds at page 2; thence eastwardly along said southerly line of Tifft Street 189.77 feet to a point, distant 26.23 feet westwardly at right angles to the center line of the South Buffalo Railway Company main line; thence southwardly at an interior angle of  $88^{\circ} 23' 22''$  with said southerly line of Tifft Street 1286 feet, more or less, to a point, distant 62 feet westwardly at right angles to the said center line of said South Buffalo Railway Company main line; thence northwardly along the said easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by said deed dated October 10, 1882 to the place of beginning; containing 4.174 acres of land, more or less.

**(Parcel 3) – Part of 132.12-1-7.1**

BEGINNING at a point at the intersection of the center line of the Tifft Street with the easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Fred B. Curtis and Harriet N., his wife, by deed dated September 18, 1882 and recorded in the Office of the Clerk of the County of Erie in Liber 446 of Deeds at page 27; thence along said right of way line the following 2 courses and distance:

1. Northwardly 660 feet to a point and eastwardly and parallel to Tifft Street 150 feet to a point; thence along a line of land of the South Buffalo Railway Company southwardly and parallel to said easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by said deed dated September 18, 1882 – 660 feet to a point in said center line of Tifft Street;
2. Thence westwardly along said center line 150 feet to the place of beginning.

Containing 2.273 acres of land, more or less.

Parcel 3 BEING parcels 1 through 3 conveyed by Bethlehem Steel Company to Republic Steel Corporation by deed dated March 29, 1945, and recorded in Erie County Clerk's Office on September 4, 1945, in Liber 3756 of Deeds at Page 183.

**PARCEL "4"**

**(Tract One) – 132.16-1-11.2**

THE TRACT OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 44, Township 10 North, Range 8 West, of the Buffalo Creek Indian Reservation and parts of Lots 17 and 18 of the Ogden Gore, bounded and described as follows:

BEGINNING at a TRUE POINT OF BEGINNING determined as follows:

BEGINNING at the intersection of the center line of the right of way of Marilla Street, a street 49.50 feet in width with the easterly line of land now or formerly of Norfolk and Western Railroad Company; thence along said center line of Marilla Street south  $88^{\circ} 40' 22''$  east 445.87 feet; thence north  $20^{\circ} 27' 00''$  west, 26.65 feet to the northerly line of said right of way of Marilla Street, a southwesterly corner of a tract of land of the grantor, said TRUE POINT OF BEGINNING; thence along said northerly line of right of way of Marilla Street north  $88^{\circ} 40' 22''$  west, 209.51 feet to southeasterly corner of another tract of land of the grantor; thence along said last-mentioned tract of land north  $20^{\circ} 27' 00''$  west, 1617.98 feet to the southwesterly line of a tract of land now or formerly of the Baltimore and Ohio Railroad Company; thence along said last-mentioned tract of land the following 2 courses and distances:

1. Southeastwardly by a curve to the left the radius of which is 1966.58 feet and the chord of which bears south  $48^{\circ} 05' 19''$  east 55.25 feet an arc distance of 55.25 feet; and
2. South  $48^{\circ} 53' 36''$  east 354.68 feet to a northwesterly corner of the first above-mentioned tract of land of the grantor; thence along said last-mentioned tract of land south  $20^{\circ} 27' 00''$

east 232.56 feet to a corner of a tract of land now or formerly of Buffalo Sintering Corporation; thence along said last-mentioned tract of land, the following 4 courses and distances:

1. South 20° 27' 00" east 85.00 feet;
2. South 69° 33' 00" west, 50.00 feet;
3. South 20° 27' 00" East, 430.00 feet and
4. North 69° 33' 00" east 50.00 feet; thence partly along said last mentioned tract of land and partly along the first above-mentioned tract of land of the grantor south 20° 27' 00" east 587.33 feet to the said TRUE POINT OF BEGINNING.

**(Tract Two) – 132.20-1-2.2**

THE TRACT OF LAND, situate in the City of Buffalo, Erie County, New York, being parts of Lots 42 and 43, Township 10 North, Range 8 West of the Buffalo Creek Indian Reservation, that is bounded and described as follows:

BEGINNING at a TRUE POINT OF BEGINNING determined as follows:

BEGINNING at the intersection of the center line of the right of way of Marilla Street, a street 49.50 feet in width with the easterly line of land now or formerly of Norfolk and Western Railroad Company; thence along said center line of Marilla Street south 88° 40' 22" east 426.78 feet to a northwesterly corner of a tract of land of the grantor, said TRUE POINT OF BEGINNING; thence in and through said Marilla Street the following 2 courses and distances:

1. South 20° 27' 00" east 20 feet;
2. South 84° 03' 32" west 48.83 feet to the southerly line of said right of way of Marilla Street; thence the following 4 courses and distances:
  1. South 20° 27' 00" east 218.39 feet;

2. Southwestwardly by a curve to the right the radius of which is 533.39 feet and the chord of which bears south  $13^{\circ} 00' 51''$  west 588.24 feet, an arc distance of 623.06 feet;
3. South  $20^{\circ} 27' 00''$  east 70 feet; and
4. South  $48^{\circ} 30' 23''$  west 52.19 feet to the easterly line of a tract of land now or formerly of Norfolk and Western Railroad Company; thence along said last-mentioned tract of land the following 3 courses and distances:
  1. North  $20^{\circ} 27' 00''$  west 28.70 feet;
  2. South  $86^{\circ} 29' 08''$  east 26.29 feet;
  3. North  $20^{\circ} 27' 00''$  west 163.69 feet to a southwesterly corner of another tract of land of the grantor; thence along said last-mentioned tract of land the following 2 courses and distances:
    1. Northeastwardly by a curve to the left the radius of which is 438.39 feet and the chord of which bears north  $12^{\circ} 07' 02''$  east 471.96 feet, an arc distance of 498.37 feet;
    2. North  $20^{\circ} 27' 00''$  west 283 feet to the above-mentioned center line of Marilla Street; thence along said center line south  $88^{\circ} 40' 22''$  east 153.20 feet to said TRUE POINT OF BEGINNING.

BEING Tract One and Tract Two conveyed by South Buffalo Railway Company to LTV Steel Company, Inc., by deed dated December 7, 1989, and recorded in Erie County Clerk's Office on December 27, 1989, in Liber 10122 of Deeds at Page 58.

**PARCEL "5"**

**132.16-1-13 and 132.16-1-14**

**(Parcel 1)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and state of New York, being part of Lots Nos. 17 and 18 of the Ogden Gore Tract and part of Lot No. 44, Township 10, Range 8 of Holland Land Company's Survey, more particularly bounded and described as follows:

BEGINNING at point in the easterly line of right of way of the South Buffalo Railroad Company, distant along the said easterly line 209 feet southerly from a monument at the point of intersection of the said easterly line with the southwesterly line of the right of way of the Buffalo, Rochester & Pittsburg Railway Company, the said point of beginning being the point of intersection of the said easterly line of said right of way of the South Buffalo Railroad Company with a line drawn parallel with and distant 100 feet southwesterly from the said southwesterly line of the said right of way of the Buffalo, Rochester & Pittsburg Railway Company, measured at right angles thereto; running thence southerly along the said easterly line of the said right of way of the South Buffalo Railroad Company, a distance of 599 feet; running thence easterly at right angles with the said easterly line of the said right of way of the South Buffalo Railroad Company, a distance of 140 feet; running thence northerly on a line parallel with the said easterly line of said right of way of the South Buffalo Railroad Company, a distance of 342.06 feet to the point of intersection of the said parallel line with the said line drawn parallel with and distant 100 feet southwesterly from the said southwesterly line of said right of way of the Buffalo, Rochester & Pittsburg Railway Company measured at right angles thereto; running thence northwesterly along the said line drawn parallel with and distant 100 feet southwesterly from the said southwesterly line of said right of way of the Buffalo, Rochester & Pittsburg Railway Company measured at right angles thereto, a distance of 292.62 feet to the point or place of beginning.

**(Parcel 2)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 44, Township 10, Range 8 of the Holland Land Company's Survey, and more particularly bounded and described as follows:

BEGINNING at a point of intersection of the northerly line of Marilla Street with a line drawn parallel with and distant 10 feet easterly from the easterly line of the right of way of the South Buffalo Railroad Company, measured at right angles thereto; running thence northerly along the said parallel line, a distance of 10 feet; running thence easterly on a line drawn parallel with the said northerly line of Marilla Street, distance of 20 feet; running thence southerly on a line drawn parallel with the said easterly line of said right of way of the Buffalo Railroad Company, a distance of 10 feet to the northerly line of Marilla Street; running thence westerly along the said northerly line of Marilla Street, distance of 20 feet to the point of the point or place of beginning.

**(Parcel 3)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots 17 and 18 of the Ogden Gore Tract and part of Lot 44, Township 10, Range 8 of the Holland Land Company's Survey and more particularly bounded and described as follows:

BEGINNING at a point in the northerly line of Marilla Street where the same is intersected by the easterly line of the right of way of the South Buffalo Railroad Company; running thence northerly along the said easterly line of the said right way of the South Buffalo Railroad Company to the point of intersection of the said easterly line with the southerly line of Parcel 1 hereinabove described; running thence easterly along the said southerly line of said

Parcel 1 hereinabove described, a distance of 10 feet; running thence southerly on a line parallel with the said easterly line of said right of way of the South Buffalo Railway Company to the point of intersection of the said parallel line with said northerly line of Marilla Street; running thence westerly along the said northerly line of Marilla Street about 10 feet to the point or place of beginning.

**(Parcel 4)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot 17 and 18 of the Ogden Gore Tract and being further bounded and described as follows:

BEGINNING at a point in the easterly right of way line of the South Buffalo Railroad Company, said point being southerly along said right of way line 85 feet from intersection of said right of way line with the northerly line of lands conveyed to Buffalo Sintering Corporation by deed recorded in the Erie County Clerk's Office in Liber 1741 of Deeds at page 391; running thence southerly along said right of way line a distance of 430 feet to a point; running thence westerly at right angles to the said right of way line a distance of 50 feet to a point; running thence northerly parallel to and 50 feet distant from right of way line a distance of 430 feet to a point; thence at right angles to the last mentioned line a distance of 50 feet to the point or place of beginning.

Parcel 5 BEING parcels 1 through 4 conveyed by the City of Buffalo to LTV Steel Company, Inc. by deed dated April 14, 1992, and recorded in Erie County Clerk's Office on April 15, 1992, in Liber 10428 of Deeds at Page 163.

**Parcel "5 A"**

**133.17-1-2**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 43, Township 10 and Range 8 of the James Sperry's Survey of the Buffalo Creek Reservation, more particularly bounded and described as follows:

COMMENCING at a point in the southerly line of Marilla Street, distant 372.63 feet westerly from the point of intersection of said southerly line of Marilla Street with the westerly line of Hopkins Street, said point of beginning also being the point of intersection of the said southerly line of Marilla Street and the southwesterly line of a new street conveyed to the City of Buffalo by Elmwood Improvement Company by deed dated the 5<sup>th</sup> day of October, 1917 and recorded in the Office of the Clerk of the County of Erie, New York, in Liber 1368 of Deeds at page 400 on the 30<sup>th</sup> day of October, 1917; running thence west along the southerly line of Marilla Street 75.31 feet to the easterly line of premises now or formerly owned by Republic Steel Corporation; thence south along the east line of the premises now or formerly owned by Republic Steel Corporation 847.77 feet to the south line of said Lot No. 43; thence east along the south line of said Lot No. 43, 375.99 feet to the southwesterly corner of a certain parcel of land appropriated or to be appropriated by the State of New York from Elmwood Improvement Company as shown and described on a map designated as follows: PUBLIC SERVICE COMMISSION OF CASE NO. 8453 HOPKINS STREET AND MARILLA STREET, Grade Crossing Elimination of Buffalo, Rochester and Pittsburgh Railway, Operated by the Baltimore and Ohio Railroad, Map No. 2, Parcel 2, Elmwood Improvement Company (reputed owner) filed in the Office of the Department of State of the State of New York on the 24<sup>th</sup> day of August 1938; thence northerly along the westerly line of the said parcel of land so appropriated or to be appropriated by the State of New York from Elmwood Improvement Company, as aforesaid,

614.87 feet, more or less, to the southwesterly line of the premises so conveyed to the City of Buffalo by Elmwood Improvement Company as aforesaid; and thence northwesterly along the southwesterly line of the premises so conveyed to the City of Buffalo by Elmwood Improvement Company as aforesaid 369.14 feet to the point or place of beginning.

BEING the premises conveyed by Albert Fox to Republic Steel Corporation by deed dated August 12, 1942, and recorded in Erie County Clerk's Office on August 12, 1942, in Liber 3285 of Deeds at Page 290.

**PARCEL "6"**

**Marilla Street**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being all that portion of Marilla Street laying west of Hopkins Street in Lots 18, 43 and 44 of the Buffalo Creek Indian Reservation in Township 11, Range 8 of the Holland Land Company's Survey and being more particularly described as follows:

BEGINNING at the northerlymost corner of Parcel 2 of the lands taken for the Hopkins Street and Marilla Street Grade Crossing Elimination Project (Public Service Case No. 8453), said point of beginning being a point in the present southwesterly line of Marilla Street as relocated by the Grade Crossing Elimination, said point being 117.81 feet northwest of the original westerly line of Hopkins Street (66 feet wide) as measured along the extension of the present southwesterly line of Marilla Street and running thence northerly and along the northerly extension of the westerly line of Parcel 2, 86.72 feet, more or less, to a point in the present northeasterly line of Marilla Street (66 feet wide); running thence northwesterly and along the northeasterly line of relocated Marilla Street, 311.31 feet, more or less, to a point in the original northerly line of Marilla Street (49.50 feet wide); running thence westerly and along the

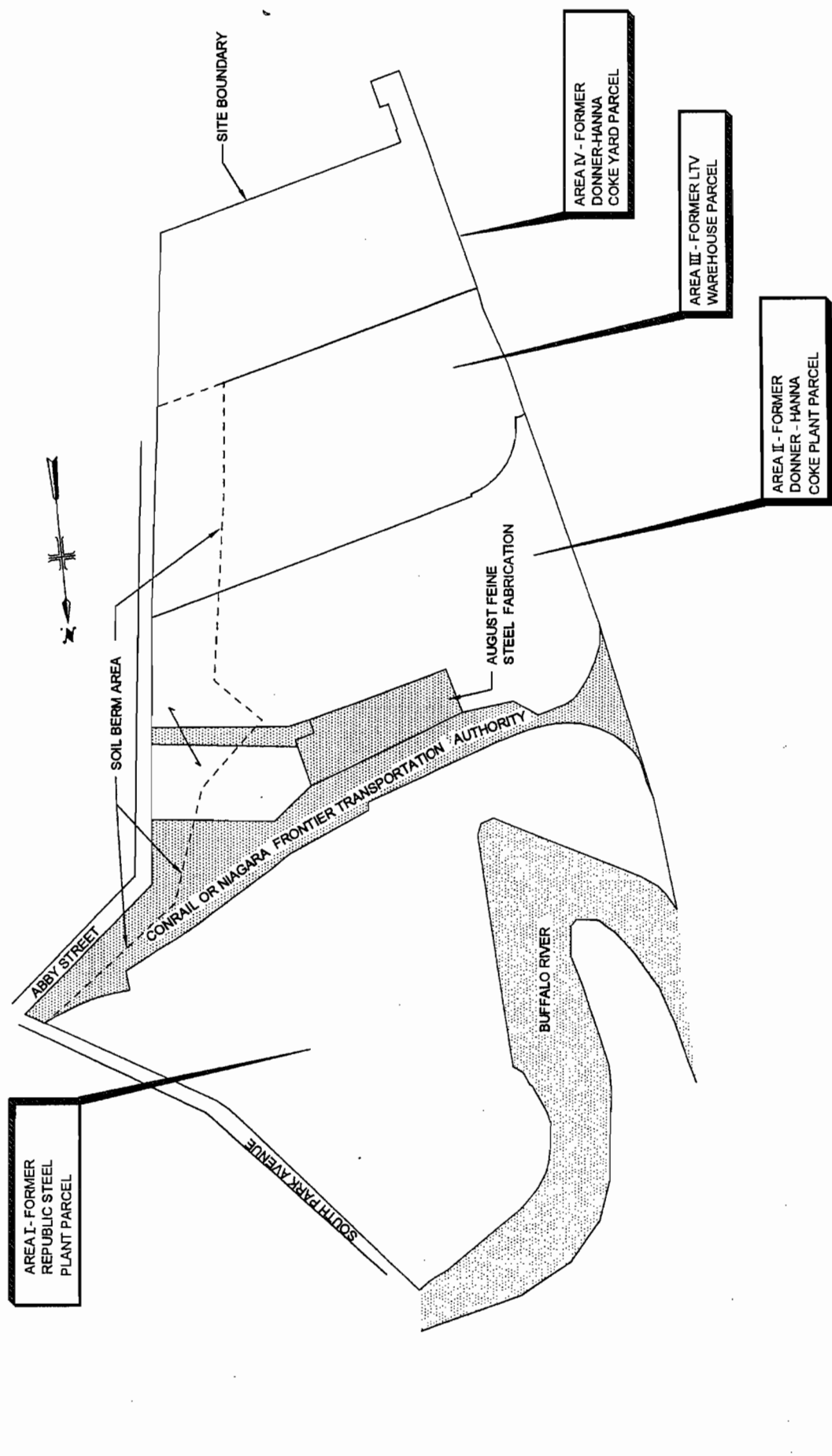
northerly line of Marilla Street, as originally laid out, 1761.81 feet, more or less, to the westerly terminus of Marilla Street, said terminus being the northeasterly line of the former New York Central Railroad; running thence southeasterly and along the northeasterly right of way line of the former New York Central Railroad, 53.39 feet, more or less, to a point in the southerly line of Marilla Street (49.50 feet wide); running thence easterly and along the southerly line of Marilla Street, 1692.32 feet, more or less, to its point of intersection with the southwesterly line of Marilla Street relocated; running thence southeasterly and along the southwesterly line of relocated Marilla Street (66 foot wide), 369.14 feet, more or less, to the point of beginning; containing 2.478 acres of land, more or less.

BEING a portion of the premises conveyed by the City of Buffalo to LTV Steel Company, Inc. by deed dated April 14, 1992, and recorded in Erie County Clerk's Office on April 15, 1992, in Liber 10428 of Deeds at Page 160.

**EXHIBIT "C"**

**Map of  
August Feine Property**

FIGURE 1-3



500' 0' 500' 1000'

APPROX. SCALE: 1 INCH = 500 FEET



**1111 STEEL COMPANY / THE HANNA FURNACE CORPORATION**

# VOLUNTARY CLEANUP PROGRAM RD/RA WORK PLAN

## SITE MAP

DATE \_\_\_\_\_ FEBRUARY 2000  
SHEET \_\_\_\_\_ OF \_\_\_\_\_  
QAO REF. NO. \_\_\_\_\_ FIG 1-4.DWG

CONSENT BY THE HANNA FURNACE CORPORATION

The Hanna Furnace Corporation hereby consents to the issuing and entering of this Order, waives its right to a hearing herein as provided by law, and agrees to be bound by this Order.

THE HANNA FURNACE CORPORATION

By: Ronald J. Werhnyak  
Title: Vice President  
Date: October 15, 2002

STATE OF New York )  
COUNTY OF Erie ) s.s.:

On this 15<sup>th</sup> day of October in the year 2002 before me, the undersigned, a notary public in and for said State, personally appeared Ronald J. Werhnyak personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed this instrument.

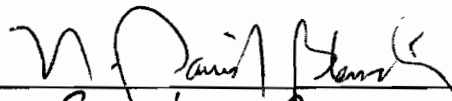
Lisa M. Wilson  
Notary Public

LISA M. WILSON  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY  
MY COMMISSION EXPIRES FEB. 26, 10 2006

CONSENT BY LTV STEEL COMPANY, INC.

LTV Steel Company hereby consents to the issuing and entering of this Order, waives its right to a hearing herein as provided by law, and agrees to be bound by this Order.

LTV STEEL COMPANY, INC.

By:   
Title: SR. VICE PRESIDENT  
Date: 10/14/02

STATE OF Ohio )  
COUNTY OF Cuyahoga ) s.s.:


On this 14th day of October in the year 2002 before me, the undersigned, a notary public in and for said State, personally appeared N. D. Bleiser personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed this instrument.

  
Notary Public

CAROL A. BLAZE, Notary Public  
State of Ohio, Cuyahoga County  
My commission expires Dec. 15, 2004

THE STATE OF NEW YORK

ELIOT SPITZER, Attorney General  
of the State of New York

By:   
TIMOTHY HOFFMAN

Title: Assistant Attorney General

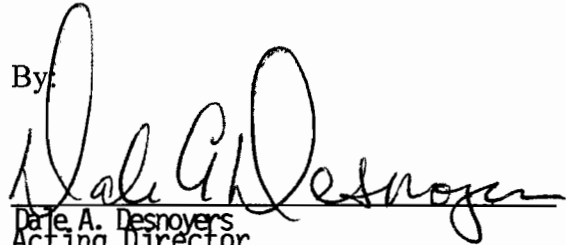
Date: OCT. 15, 2002

DATED:

OCT - 9 2002

ERIN M. CROTTY, COMMISSIONER  
NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

A handwritten signature in black ink, appearing to read "Dale A. Desnoyers", is written over a horizontal line.

Dale A. Desnoyers  
Acting Director

Div. of Environmental Remediation

**ESCROW AGREEMENT**

**by and among**

**LTV STEEL COMPANY, INC.,**

**STEELFIELDS LTD,**

**THE HANNA FURNACE CORPORATION,**

**THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION,**

**TRAVELERS INDEMNITY COMPANY AND TRAVELERS CASUALTY AND SURETY  
COMPANY,**

**and**

**KEY BANK, N.A.,**

**as Escrow Agent**

**Dated: October 15, 2002**

## **ESCROW AGREEMENT**

THIS ESCROW AGREEMENT, (hereinafter referred to as this "Agreement"), made and entered into as of October 15, 2002, by and among **LTV STEEL COMPANY, INC.**, a New Jersey corporation (hereinafter referred to as "LTV"), **STEELFIELDS LTD**, a New York corporation (hereinafter referred to as "Steelfields"), **THE HANNA FURNACE CORPORATION**, a New York corporation (hereinafter referred to as "Hanna Furnace"), **TRAVELERS INDEMNITY COMPANY AND TRAVELERS CASUALTY AND SURETY COMPANY**, Connecticut corporations (hereinafter referred to as "Travelers"), **THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION** (hereinafter referred to as "DEC") and Key Bank, N.A., a national banking association, as escrow agent (hereinafter referred to as "Escrow Agent").

### **WITNESSETH:**

WHEREAS, LTV is the owner of certain real property in Buffalo, New York commonly known as the Former LTV Steel Plant and the Marilla Street Landfill; and

WHEREAS, LTV and Hanna Furnace are the owners of certain real property in Buffalo, New York commonly known as the Former Donner-Hanna Coke Plant (the Former LTV Steel Plant, the Former Donner-Hanna Coke Plant, and the Marilla Street Landfill are collectively referred to hereinafter as the "Properties"); and

WHEREAS, LTV and Hanna Furnace have entered into a Consent Order with the City of Buffalo (hereinafter referred to as the "City") and the City of Buffalo Urban Renewal Agency (hereinafter referred to as "BURA") (the "Consent Decree") and an Administrative Order on Consent with DEC (the "Administrative Order"), pursuant to both of which LTV and Hanna Furnace have, among other things, committed to deposit cash into an Escrow Account and assign to that Escrow Account certain rights to insurance proceeds, the cash and insurance proceeds having a combined value of Sixteen Million Five Hundred Thousand Dollars (\$16,500,000.00) (the cash and insurance proceeds and any interest which accrues thereon constituting the "Escrow Funds"), which Escrow Funds will be held and disbursed by the Escrow Agent pursuant to the terms of this Agreement; and

WHEREAS, Steelfields and DEC have entered into a Voluntary Cleanup Agreement (the "VCA"), pursuant to which, among other things, Steelfields has committed to remediate, and to perform the operation, maintenance, and monitoring of the remedial systems at, the Properties pursuant to the VCA; and

WHEREAS, the VCA provides that the Former Donner-Hanna Coke Plant and Former LTV Steel Plant are divided into 4 areas (Area I, Area II, Area III, and Area IV) for purposes of remediation; and

WHEREAS, Steelfields, LTV, and Hanna Furnace have entered into a Property Transfer Agreement (the "Property Agreement"), pursuant to which, among other things, LTV and Hanna Furnace have committed to transfer the Properties to Steelfields; and

WHEREAS, in the event that the VCA is terminated, the Escrow Funds then held by the Escrow Agent in the Escrow Account will be disbursed to DEC pursuant to the terms of this Agreement for remediation of the Properties; and

WHEREAS, Travelers consents to an assignment to the Escrow Account of LTV's rights to a portion of the insurance proceeds arising from LTV's June 30, 2000 Agreement of Settlement, Compromise and Release with Travelers (the "Settlement Agreement"), subject to and in accordance with the terms of this Escrow Agreement and approval of the same by appropriate orders from the respective Bankruptcy Courts having jurisdiction over the Chapter 11 proceedings of LTV and Hanna Furnace; and

WHEREAS, LTV, Steelfields, Hanna Furnace, Travelers, and DEC have requested that Escrow Agent, as escrow agent, administer the Escrow Account and receive, hold and disburse the Escrow Funds in accordance with this Agreement.

NOW, THEREFORE, in consideration of the aforesaid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Preambles. The above preambles to this Agreement are hereby incorporated herein by reference and made a part hereof.

2. Acceptance by Escrow Agent. The Escrow Agent hereby accepts the appointment as escrow agent hereunder and agrees to act on the terms and conditions hereinafter set forth. The Escrow Agent acknowledges receipt of \$2,187,500.00 in cash from LTV, which payment has been authorized by the Bankruptcy Court to be made from the Government Regulation Reserve established in LTV's bankruptcy, \$7,750,000.00 in cash from Hanna, and the assignment of LTV's rights to a portion of insurance proceeds arising from the Settlement Agreement in the amount of \$6,562,500.00 as provided herein.

3. Assignment of LTV's Insurance Proceeds. Subject to and in accordance with the terms of this Agreement, LTV hereby unconditionally assigns to the Escrow Account its rights to a portion of the insurance proceeds to be made available by Travelers under the Settlement Agreement in the amount of \$6,562,500.00. Travelers consents to such unconditional partial assignment by LTV on the terms and subject to the conditions set forth herein, and agrees not to assert any objections with respect to such assignment except as may be expressly provided herein.

4. Investment of Escrow Funds. The Escrow Agent shall invest the cash assets of the Escrow Account in tax-free municipal bonds or other government-backed, tax-free instruments which guarantee the repayment of principal.

5. Rights and Responsibilities of Escrow Agent. The acceptance by the Escrow Agent of its duties hereunder is subject to the following terms and conditions, which the parties to this Agreement hereby agree shall govern and control with respect to the Escrow Agent's rights, duties, liabilities and immunities:

(a) The Escrow Agent shall act hereunder as a depositary only, and it shall not be responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any document furnished to the Escrow Agent or any asset deposited with it.

(b) The Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, authorization or other paper or document which the Escrow Agent, in good faith, believes to be genuine and what it purports to be. The Escrow Agent may assume that the person purporting to give any notice or make any statement in connection with the provisions thereof has been authorized to do so, without further inquiry or investigation.

(c) [INTENTIONALLY LEFT BLANK].

The Escrow Agent may confer with legal counsel, including its own in-house counsel, in the event of any dispute or question as to the construction of any of the provisions hereof, or its duties hereunder, and it shall incur no liability and it shall be fully protected in acting in accordance with the opinions of such counsel.

(d) The Escrow Agent shall have no duties except those specifically set forth in this Agreement. This Agreement represents the entire understanding of the parties hereto with respect to the specific subject matter contained herein and supersedes any and all other prior agreements between them.

(e) The Escrow Agent shall have the right at any time it reasonably deems appropriate to seek an adjudication in a court of competent jurisdiction as to the respective rights of the parties hereto and shall not be held liable by any party hereto for any delay or the consequences of any delay occasioned by such resort to court.

(f) For its services as escrow agent, Escrow Agent shall receive fees as stated in **Exhibit A** (the "Fees"). Such Fees for all years of the term of this Agreement shall be deducted directly from the proceeds generated by the investment of the Escrow Funds, and the parties hereby authorize such deduction by the Escrow Agent. The Escrow Agent shall not be authorized, unless agreed to by Steelfields, Hanna Furnace, Travelers and DEC, to charge any other fees, expenses or costs except as expressly authorized herein.

6. Statements. During the term of this Agreement, the Escrow Agent at no additional charge shall provide LTV, Steelfields, Hanna Furnace, Travelers, and DEC separately with monthly statements containing the beginning balance in the Escrow Account as well as all principal and income transactions for the statement period.

7. Progress Reports. Attached hereto as **Exhibit B** is a Schedule of Values for the remediation, operation, maintenance, monitoring and management activities at the Properties. Steelfields shall submit paper and/or electronic copies (as requested by recipients) of all Progress Reports required in paragraph III of the VCA to the following:

The Hanna Furnace Corporation  
4100 Edison Lakes Parkway  
Mishawaka, IN 46545-3440  
Attn: Ronald J. Werhnyak, Esq-  
Vice President and General Counsel

The Hanna Furnace Corporation  
4100 Edison Lakes Parkway  
Mishawaka, IN 46545-3440  
Attn: John K. Heintz

New York Department of Environmental Conservation  
Division of Environmental Remediation  
270 Michigan Avenue  
Buffalo, NY 14203-2999  
Attn: Peter J. Buechi (with copy of cover letter to Joseph P. Ryan, Esq.)

William Tribou  
Travelers Property Casualty Corp.  
1 Farm Glen Boulevard  
Farmington, CT 06032

On behalf of the City/BURA: Richard Stanton  
Department of Law  
City of Buffalo  
1100 City Hall  
Buffalo, NY 14202

The Progress Reports should include copies of pertinent documentation as reasonably necessary to support the conclusions in the report.

8. Distributions. The Schedule of Values attached hereto as **Exhibit B** is divided into the following Categories: (i) Category 1 (Up-front Cash Payment); (ii) Categories 2.A – E (Defined Remediation Costs); (iii) Category 3 (Operation, Maintenance & Monitoring Costs); and (iv) Category 4 (Administrative Costs, as set forth in paragraph 8(d)(i) and (ii) of this Agreement). The Escrow Funds shall be disbursed in accordance with the procedures of paragraphs 9, 10, and 11, and as follows:

(a) The Lump Sum payment described in Category 1 (Up-front Cash Payment) shall be made by the Escrow Agent to Steelfields within ten (10) business days of execution of this Agreement.

(b) Except as set forth in paragraph 11, below, the payments described in Categories 2.A – E (Defined Remediation Costs) shall be paid to Steelfields on a “progress basis” in accordance with the procedures outlined in paragraphs 9 and 10. Said progress payments for Categories 2.A – D shall be subject to retainage as set forth below.

- i. Until such time that Steelfields has invoiced for sixty percent (60%) of the Schedule of Values for a particular Area, payments shall be subject to a five percent (5%) retainage.
- ii. When Steelfields has invoiced for sixty percent (60%) of the Schedule of Values for a particular Area, the retainage for said Area shall be reduced to two-and-one-half percent (2.5%). At this time, Steelfields may include in its next Payment Request an invoice for the two-and-one-half percent (2.5%) reduction from the original five percent (5%) retainage for said Area.
- iii. When Steelfields has invoiced for ninety percent (90%) of the Schedule of Values for a particular Area, the retainage for said Area shall be reduced to one percent (1%). At this time, Steelfields may include in its next Payment Request an invoice for the one-and-one-half percent (1.5%) reduction from the previous two-and-one-half percent (2.5%) retainage for said Area.
- iv. The one percent retainage (1%) shall remain in the Escrow Account until DEC provides written notice to Steelfields that Steelfields has completed, in all material respects, the work required for an individual Area in accordance with the VCA. Such notices shall not be unreasonably withheld by DEC. Upon receipt of such notice, Steelfields shall submit a Request for Payment for the retainage for said Area and said Request for Payment shall be processed in accordance with the procedures outlined in paragraphs 9 and 10 (e.g., upon completion of the remediation work for Area I in all material respects in accordance with the VCA, and upon receipt of written notice of same by DEC, Steelfields shall submit a Request for Payment for the balance of the retainage on the Area I costs).

(c) Except as set forth in paragraph 11 and/or paragraph 8(f), below, the payments described in Category 3 shall be paid to Steelfields as follows, provided such activities shall have been undertaken during the preceding period:

- i. Category 3.A (Long Term Groundwater Monitoring – Plant Site): Four (4) individual payments of \$14,000 per payment, to be paid on January 1, 2003, June 1, 2003, January 1, 2004, and June 1, 2004, followed by three (3) individual payments of \$13,600 per payment, to be paid on June 1, 2005, June 1, 2006, and June 1, 2007.
- ii. Category 3.B (Marilla Street Landfill – Post Closure): Five (5) individual payments of \$16,400 per payment, to be paid on June 1, 2003, June 1, 2004, June 1, 2005, June 1, 2006, and June 1, 2007.
- iii. Category 3.C (Area II Containment Operation & Maintenance): Fifty-four (54) individual payments of \$7,500 per payment, to be paid monthly commencing on July 1, 2003 and continuing monthly thereafter through December 1, 2007.

The Parties agree that Steelfields shall be entitled to total payment for each payment item reflected in the Schedule of Values, whether the final actual quantity of materials or other items included in such unit as constructed is greater or less than the quantity estimated in the Schedule of Values.

(d) Except as set forth in paragraph 11 and/or paragraph 8(f), below, the payments described in Category 4 shall be paid to Steelfields as follows:

- i. Category 4.A (NYSDEC Oversight): As requested by and paid to DEC, in accordance with the procedures outlined in paragraphs 9 and 10, but in no event shall the cumulative sum of such payments hereunder exceed \$400,000, nor shall the cumulative sum of payments in any calendar year exceed \$100,000. If oversight costs in any given calendar year exceed \$100,000 in the calendar year, such excess costs shall be eligible for payment in subsequent years.
- ii. Category 4.B (Steelfields Management, Legal, and Administration): Steelfields may submit invoices justifying reimbursement for reasonable management, legal, and administrative expenses in accordance with the procedures outlined in paragraphs 9 and 10, but in no event shall the cumulative sum of such invoices exceed \$240,000. Upon request by DEC, Steelfields shall provide reasonably detailed documentation to support the requests for said payments; provided, however, that in no event shall Steelfields be required to divulge any information that reasonably may be construed as “attorney-client privileged.”

(e) Except as set forth in paragraph 11, below, the accumulated interest in the Escrow Account shall remain in the Escrow Account for distribution pursuant to paragraph 8(f) below, or for payment of fees pursuant to paragraph 5(f) above.

(f) Except as set forth in paragraph 11 below, within a reasonable time following the substantial completion of all remedial work for Areas I-IV and other remedial activities which are incorporated into the VCA, DEC shall provide written notice to Steelfields and to all other parties hereto of said substantial completion. Upon receipt of such notice, the Escrow Agent shall process all remaining Requests for Payment by Steelfields pursuant to Paragraph 9 of this Agreement. Following the payment and/or final resolution of all Requests for Payment, all remaining Escrow Funds shall be deposited into a trust account to be jointly established and administered by Steelfields and DEC. The trust funds shall be disbursed to Steelfields for all operation, maintenance and monitoring activities and administrative costs following the completion of the remedial activities in accordance with the VCA. The Trust Agreement shall be mutually agreed upon between DEC and Steelfields. Any such distribution of Escrow Funds to the trust pursuant to this paragraph 8(f) shall constitute a "Final Payout" under paragraph 13 and shall result in the termination of this Agreement under that paragraph. Nothing in this paragraph 8(f) shall modify the payment procedures set forth in paragraph 8(b), above.

9. Disbursements to Steelfields From Escrow Account With Respect to Remediation and Operation, Monitoring, and Maintenance Activities.

(a) Steelfields shall submit to the Escrow Agent with copies to the individuals identified in Paragraph 7, above, via registered or certified mail (return receipt requested) a Request for Payment on a monthly basis. The Request for Payment shall be in the form as set forth in **Exhibit C**, attached hereto.

(b) In the event that Hanna Furnace and/or DEC disagrees with a Request for Payment submitted pursuant to paragraph 9(a), above, on the grounds that: (i) mathematical, clerical or accounting errors have occurred, (ii) the costs are not related to remediation activities under the VCA, (iii) the work was not performed in accordance with the Schedule of Values and/or the Request for Payment, or (iv) Steelfields otherwise is not legally entitled to the payment, Hanna Furnace or DEC shall provide written notification to Steelfields, Travelers, the City/BURA, and the Escrow Agent, and to DEC or Hanna Furnace, within ten (10) business days of its receipt of such Request for Payment, in the form as set forth in **Exhibit D**, attached hereto.

(c) If the Escrow Agent **does not** receive written notification from Hanna Furnace pursuant to paragraph 9(b), (even if the Escrow Agent **does** receive a written notification from DEC only pursuant to paragraph 9(b)), then the Escrow Agent **shall** disburse the portion of the Escrow Funds indicated in the Request for Payment between twelve (12) and fifteen (15) business days after the Escrow Agent's receipt of such Request for Payment.

(d) If the Escrow Agent **does** receive a written notification from Hanna Furnace pursuant to paragraph 9(b), then the Escrow Agent **shall not** disburse the disputed portion of the Request for Payment and Steelfields may elect to submit a revised Request for Payment, in the form set forth in **Exhibit C**, within five (5) business days of receipt of such notice.

- i. If Steelfields elects to submit a revised Request for Payment within five (5) business days of receipt of Hanna Furnace's notice, and Hanna

Furnace disagrees with the revised Request for Payment, then Hanna Furnace shall provide written notification to Steelfields, DEC, Travelers, the City/BURA, and the Escrow Agent within five (5) business days of Hanna Furnace's receipt of such revised Request for Payment, in the form as set forth in **Exhibit D**, attached hereto. In the event that the Escrow Agent **does not** receive timely written notification from Hanna Furnace disagreeing with the revised Request for Payment, then the Escrow Agent **shall** disburse the portion of the Escrow Funds indicated in the revised Request for Payment between seven (7) and ten (10) business days after the Escrow Agent's receipt of such revised Request for Payment. If the Escrow Agent **does** receive a timely written notification from Hanna Furnace disagreeing with the revised Request for Payment, then the Escrow Agent **shall not** disburse any portion of the Escrow Funds indicated in the Request for Payment as disputed until (a) receipt of a written notice of resolution pursuant to paragraph 10, below; or (b) Steelfields resubmits a Request for Payment for the disputed portion of the Escrow Funds in a future month, and Hanna Furnace does not submit a notice disagreeing with the Request for Payment.

- ii. If Steelfields does not submit a revised Request for Payment within five (5) business days of receipt of Hanna Furnace's notice under paragraph 9(b), then the Escrow Agent **shall not** disburse any portion of the Escrow Funds indicated in the Request for Payment as disputed until (a) receipt of a written notice of resolution pursuant to paragraph 10, below; or (b) Steelfields resubmits a Request for Payment for the disputed portion of the Escrow Funds in a future month, and Hanna Furnace does not submit a notice disagreeing with the Request for Payment.
- iii. In any event, the Escrow Agent **shall** disburse the undisputed portion indicated in any Request for Payment or revised Request for Payment within the timeframes set forth above.

10. Mediation and Arbitration of Disputed Requests for Payment.

- (a) In the event that:
  - i. The Escrow Agent receives a written notification disagreeing with a Request for Payment pursuant to paragraph 9(b) from DEC; or
  - ii. The Escrow Agent receives a written notification disagreeing with a Request for Payment pursuant to paragraph 9(b) from Hanna Furnace and Steelfields does not submit a revised Request for Payment; or

- iii. The Escrow Agent receives a written notification from Hanna Furnace disagreeing with a revised Request for Payment pursuant to paragraph 9(d), above;

then Steelfields or DEC, in the event that it has issued a notice under paragraph 9(b), as the case may be, may elect to submit the dispute to independent mediation within five (5) business days after receipt of such notification. The parties shall agree on an independent mediator. The party electing to submit the dispute to mediation shall be responsible for commencing such mediation by issuing timely written notice to the other interested party (either DEC or Steelfields, as the case may be), with a copy to Hanna Furnace, Travelers, and the City/BURA. Steelfields and the disagreeing party (parties) agree to conduct the mediation within not more than ten (10) business days after the issuance of such notice. The costs of such mediation shall be borne equally between Steelfields and the disagreeing party (parties).

(b) If Steelfields and the disagreeing party (parties) are able to resolve the dispute through mediation or otherwise, they shall provide joint written notice to the Escrow Agent, Travelers and the City/BURA in the form as set forth in **Exhibit E**, attached hereto. Upon receipt of such notice, if the disputed funds **have not** been disbursed to Steelfields pursuant to paragraph 9(c), above, the Escrow Agent shall disburse the portion of the Escrow Funds as provided in the notice. If the disputed funds **have** been disbursed to Steelfields pursuant to paragraph 9(c), and the resolution provides for non-payment of any portion of the disputed Request for Payment, the Escrow Agent shall set off such non-payment amount against the next disbursement(s) to Steelfields from the Escrow Funds as provided in the notice.

(c) If Steelfields and the disagreeing party (parties) are unable to resolve the dispute through mediation or otherwise within ten (10) business days of commencement of mediation, then Steelfields or DEC, as the case may be, may refer the matter for binding arbitration. Steelfields and the disagreeing party (parties) shall use their best efforts to select a mutually agreeable single arbitrator within ten (10) days of receipt of written notice referring the matter to arbitration. In the event that Steelfields and the disagreeing party (parties) are unable to select a mutually agreeable single arbitrator during said ten (10) day period:

- i. No later than fourteen (14) days after receipt of written notice from Steelfields that it is referring the matter to arbitration, Steelfields shall select one (1) private arbitrator and the disagreeing party (parties) shall select one (1) private arbitrator.
- ii. The two (2) private arbitrators shall mutually select a third private arbitrator, all of whom together shall constitute a three (3)-member panel to arbitrate the dispute.

The arbitrator(s) shall use its (their) best efforts to complete the arbitration and provide written notice of the arbitration determination to Steelfields, Hanna Furnace, DEC, Travelers, the City/BURA, and the Escrow Agent within forty-five (45) days of receipt of written notice referring the matter to arbitration. The Escrow Agent shall disburse the portion of the Escrow Funds as

provided in the notice of the arbitration determination. The costs of arbitration shall be borne equally by Steelfields and the disagreeing party (parties); provided, however, that DEC's share of such costs, if any, shall be paid out of the Escrow Account.

11. Disbursement and Re-Assignment of Remaining Insurance Reimbursement Rights to DEC From Escrow Account In the Event of Termination of the VCA.

(a) In the event that (1) DEC terminates the VCA pursuant to the terms thereof, after receipt of prior written notice from DEC, and following the exhaustion of all dispute resolution or other administrative remedies available to Steelfields under Article 13 of the VCA, OR (2) Steelfields terminates the VCA for any reason whatsoever, DEC shall provide written notice of such termination to the Escrow Agent, Steelfields, Travelers, the City/BURA, and Hanna Furnace in the form set forth in **Exhibit F** hereto. Within fifteen (15) business days of receipt of such notice from DEC, the Escrow Agent shall: (i) disburse to DEC the portion of the Escrow Funds remaining in the Escrow Account and re-assign to DEC pursuant to this Agreement all remaining rights to insurance reimbursement from Travelers held by the Escrow Account for remediation of the Properties and (ii) send to all Parties written notice of such action in the form set forth in **Exhibit H** hereto.

(b) Before terminating the VCA, DEC and Steelfields agree to use their best efforts to resolve any issues or disagreements between them and/or with other entities that might lead to termination of the VCA.

12. Reimbursement from Travelers.

(a) Travelers shall pay into the Escrow Account the sum of Three Million, Five Hundred Thousand Dollars (\$3,500,000), as follows:

- i. A payment of Two Million Dollars (\$2,000,000) on or before December 1, 2002; and
- ii. A second payment of One Million, Five Hundred Thousand Dollars (\$1,500,000) between July 1, 2003 and July 15, 2003.

(b) Travelers shall make additional payments into the Escrow Account on or after July 1, 2004, said additional payments not to exceed a total of Three Million, Sixty-Two Thousand, Five Hundred Dollars (\$3,062,500), in reimbursement for 75% of the amounts previously disbursed from the Escrow Account pursuant to paragraphs 8, 9, 10, and 11 of this Escrow Agreement in accordance with the terms and subject to the conditions set forth below.

- i. On or before May 1, 2004, the Escrow Agent shall issue to Travelers, with a copy to Steelfields and DEC, a Request for Insurance Reimbursement for 75% of the total distributions previously made from the Escrow Account pursuant to paragraphs 8, 9, 10, and 11 of this Escrow Agreement since this Agreement's effective date. Such Request

for Insurance Reimbursement shall be in the form set forth in **Exhibit G** hereto.

- ii. On or about May 1 of each subsequent year, until such time as Travelers has paid the total sum of Six Million, Five Hundred Sixty-Two Thousand, Five Hundred Dollars (\$6,562,500) into the Escrow Account under this Agreement, the Escrow Agent shall issue to Travelers, with a copy to Steelfields and DEC, a Request for Insurance Reimbursement in the form set forth in **Exhibit G** for 75% of the total distributions previously made from the Escrow Account, other than any such costs that have already been reimbursed by Travelers under this paragraph 12(b). Once the total amount that has been paid by Travelers into the Escrow Account under this Agreement totals Six Million, Five Hundred Sixty-Two Thousand, Five Hundred Dollars (\$6,562,500), the Escrow Agent shall issue no further Requests for Insurance Reimbursement to Travelers.
- iii. Except as set forth in Paragraph 12(c) below, within seventy (70) days after receipt of each annual Request for Insurance Reimbursement from the Escrow Agent, but in no event prior to July 1 of the calendar year in which the request is made, Travelers shall pay into the Escrow Account the amount requested therein, up to an annual maximum of \$1,500,000. If the amount requested in an annual Request for Insurance Reimbursement exceeds \$1,500,000, then the Escrow Agent shall request insurance reimbursement for any such excess in the next annual Request for Insurance Reimbursement.
- iv. The total payments to be made by Travelers into the Escrow Account under this Agreement shall not exceed Six Million, Five Hundred Sixty-Two Thousand, Five Hundred Dollars (\$6,562,500.00).

(c) In the event that Travelers disagrees with a Request for Insurance Reimbursement submitted by the Escrow Agent on the grounds that: (i) mathematical, clerical, or accounting errors have occurred, (ii) the costs are not related to remediation activities under the VCA, (iii) the work was not performed in accordance with the Schedule of Values and/or the Request for Payment, or (iv) Steelfields otherwise is not legally entitled to the payment, Travelers shall provide written notification to the Escrow Agent, Steelfields, DEC, the City/BURA, and Hanna Furnace within ten (10) business days of its receipt of such Request for Insurance Reimbursement. Travelers shall timely pay all non-disputed portions of the amounts requested in the Request for Insurance Reimbursement into the Escrow Account. Upon receipt of any such notice from Travelers, Steelfields may elect to submit the dispute to mediation and, if mediation is unsuccessful, to arbitration, in accordance with the procedures and timeframes established under paragraph 10, above. If Steelfields prevails in the arbitration, Travelers shall pay into the Escrow Account any such amounts provided for in the arbitration determination within thirty (30) days

after its receipt of notice of the determination, subject to the limitations set forth in this Agreement. The costs of any such arbitration shall be borne equally between Steelfields and Travelers.

(d) Any and all insurance reimbursement payments from Travelers received by the Escrow Agent shall be immediately added to the Escrow Account and made available for distribution as part of the Escrow Funds pursuant to paragraphs 9, 10, and 11, above.

(e) In the event of re-assignment of the remaining insurance reimbursement rights to DEC under paragraph 11, DEC rather than the Escrow Agent shall request any remaining insurance reimbursement from Travelers subject to the terms, conditions, and maximums set forth in this Agreement, and Travelers shall make all remaining insurance reimbursements to DEC rather than to the Escrow Account.

(f) Upon making insurance reimbursement payments to the Escrow Account (or to DEC in the event that the rights to insurance reimbursement from Travelers have been assigned to DEC pursuant to the provisions of paragraph 11 hereof) in the full amount required to be paid by it under this Agreement, (i) Travelers shall have no further duties or obligations under this Escrow Agreement, (ii) Travelers shall be released from all its obligations to Steelfields and DEC with respect to the Properties under this Agreement or otherwise, and (iii) except with respect to the rights of LTV under the Settlement Agreement, Travelers shall have no further duties or obligations to provide insurance reimbursement of any nature with respect to remediation or any other conditions at the Properties.

13. Final Payout and Termination. Upon completion of the disbursements contemplated by Paragraphs 8, 9, 10, and 11 hereof, this Agreement shall be terminated and the Escrow Agent shall be discharged of any further duties and obligations hereunder.

14. Income. All income, including interest and dividends, earned on the Escrow Funds deposited hereunder shall be added to and held in the Escrow Account created hereunder, for disbursement in accordance with the terms of this Agreement.

15. Tax Identification Number. All interest on the Escrow Funds shall be for the account of Steelfields and shall be reported under applicable federal regulations using the tax identification number of Steelfields which has been separately supplied by Steelfields to the Escrow Agent.

16. Indemnification as to Taxes, Penalties, and Interest. Steelfields shall indemnify and hold harmless the Escrow Agent against and in respect of any liability for income taxes attributable to the investment of funds held in escrow by the Escrow Agent pursuant to this Agreement and for any penalties or interest in respect of such income taxes.

17. Amendment. This Agreement may not be amended or supplemented and no provision hereof may be modified or waived, except by an instrument in writing, signing by all of the parties hereto; provided, however, that in the event that a party is no longer in existence (e.g., it has lawfully liquidated), its signature shall not be required to amend this Agreement.

18. Resignation. The Escrow Agent may resign at any time by giving sixty (60) days written notice of such resignation separately to Steelfields, Hanna Furnace, LTV, Travelers, the City/BURA, and DEC. Within thirty (30) days of receipt of said written notice, Steelfields and Hanna Furnace, with the concurrence DEC, shall select a mutually acceptable successor Escrow Agent and shall notify the Escrow Agent, LTV, the City/BURA and Travelers in writing of said successor Escrow Agent. If Steelfields and Hanna Furnace are unable to, or otherwise fail to, provide written notice of a mutually acceptable successor Escrow Agent within said thirty (30) days, Steelfields, Hanna Furnace, and/or the Escrow Agent may submit the matter for binding arbitration in accordance with the provisions of Paragraph 10(c) above. Upon joint notification by Steelfields and Hanna Furnace or the arbitrator of the appointment of a successor, the Escrow Agent shall promptly deliver the Escrow Fund and all materials in its possession relating to the Escrow Fund to such successor, and the duties of the resigning Escrow Agent shall thereupon in all respects terminate, and it shall be released and discharged from all further obligations hereunder.

Similarly, the Escrow Agent may be discharged from its duties as Escrow Agent under this Agreement upon thirty (30) days joint written notice from Steelfields and Hanna Furnace, with the concurrence of DEC, and upon payment of any and all fees due to the Escrow Agent. In such event, the Escrow Agent shall be entitled to rely on joint instructions from Steelfields and Hanna Furnace as to the disposition and delivery of the Escrow Fund.

19. Notice. Unless otherwise specifically set forth herein, all notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally at, or sent by telecopy or overnight courier, or mailed by registered or certified mail (return receipt requested) to, the following addresses (or such other address as a party shall specify by like notice):

If to LTV:

LTV Steel Company, Inc.  
Secretary  
5800 Lombardo Center, Suite 200  
Seven Hills, Ohio 44131-5044

with a copy to:

Van Carson, Esq.  
Squire, Sanders & Dempsey L.L.P  
4900 Key Tower  
127 Public Square  
Cleveland, Ohio 44114-1304  
Telephone: (216) 479-8559  
Telecopy: (216) 479-8776

If to Steelfields: Paul H. Werthman, P.E.  
Turn Key Environmental Restoration, LLC  
Key Tower, Suite 1350  
50 Fountain Plaza  
Buffalo, New York 14202  
Telephone: (716) 856-0635  
Telecopy: (716) 856-0583

If to Hanna Furnace: The Hanna Furnace Corporation  
4100 Edison Lakes Parkway  
Mishawaka, IN 46545-3440  
Attn: Ronald J. Werhnyak, Esq.  
Vice President and General Counsel  
Telephone: (574 )273-7601  
Telecopy: (574) 273-7609

with a copy to: Babst, Calland, Clements & Zomnir, P.C.  
Two Gateway Center  
Pittsburgh, PA 15222  
Attn: Donald C. Bluedorn II, Esq.  
Telephone: (412) 394-5450  
Telecopy: (412) 394-6576

If to DEC: New York Department of  
Environmental Conservation  
Division of Environmental Enforcement  
270 Michigan Avenue  
Buffalo, NY 14203-2999  
Attn: Joseph P. Ryan, Esq.  
Telephone: (716) 851-7050  
Telecopy: (716) 851-7067

If to Escrow Agent: Key Bank, N.A.  
50 Fountain Plaza, 16<sup>th</sup> Floor  
Buffalo, NY 14202  
Attn: Amanda T. Marshall  
Sr. Vice President  
Telephone: (716) 847-7740  
Telecopy: (716) 847-8867

If to Travelers:

William Tribou  
Travelers Property Casualty Corp.  
1 Farm Glen Boulevard  
Farmington, CT 06032  
Telephone: (860) 277-3270  
Telecopy: (860) 277-9075

20. Governing Law. The parties hereto agree that this Agreement shall be deemed to have been executed and delivered in the State of New York and this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles of conflict of laws.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

22. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The rights and obligations of a party under this Agreement may not be assigned without the prior written consent of all other parties. Provided, however, that any time during the term of this Agreement after funding of the Escrow Account, Hanna Furnace may assign its rights and/or obligations under this Agreement to an entity not a party hereto, provided that said entity consents in writing to be bound by the same terms and conditions of this Agreement that apply to Hanna Furnace, and that copies of said written consent are provided to the other parties in accordance with the requirements of paragraph 19.

23. Further Action. The parties hereto agree to execute and deliver any and all documents and to take such further action as shall be reasonably required to effectuate the provisions of this Agreement.

WITNESS the due execution hereof as of the day and year first above written.



PrivateBank

KeyBank National Association  
Mailcode: NY-00-02-1602  
50 Fountain Plaza, 16th Floor  
Buffalo, NY 14202

(716) 847-7740  
(716) 847-8867 Fax

Richard Palumbo  
50 Fountain Plaza  
Suite 1350  
Buffalo, NY 14202

1 October 2002

Dear Mr. Palumbo,

We are pleased to learn of your decision to utilize Key Bank NA as the escrow agent for the "LTV Steel Company, Inc., Steelfields LLC, The New York State Department of Environmental Conservation, Travelers Indemnity Company and Travelers Casualty and Surety Company."

As we discussed, our annual escrow fee will be \$6000. This fee will be deducted (or billed if you wish) upon receipt of the escrow funds and then deducted or billed annually thereafter. The fee will be prorated in the final year should our escrow services not be required for the full year.

Please feel free to contact me should you have any questions.

Sincerely,

Amanda T. Marshall  
Sr. Vice President  
Key PrivateBank

## EXHIBIT B

1

## SCHEDULE OF VALUES ( U.S. \$)

Payment Item	Quantity	Payment Units	Unit Payment Value	Total Payment
1. UP-FRONT CASH PAYMENT	Lump Sum	1	\$1,000,000	\$1,000,000
2. DEFINED REMEDIATION COSTS <sup>1</sup>				
A. Area I				
1.) Design and Preconstruction <sup>2</sup>	Time & Materials	(See Rate Sched.)	(See Rate Sched.)	\$36,200
2.) Mobilization <sup>3</sup>	Lump Sum	1	\$100,000	\$100,000
3.) Clear & Grub	Acre	10	\$750	\$7,500
4.) Petroleum -Impacted Soil/Fill				
a. Subarea A				
i. Overburden Excav. & Backfill	Cubic Yard	9,391	\$7	\$66,207
ii. Impacted Soil Remove/Treat/Backfill	Cubic Yard	2,420	\$29	\$70,180
b. Subarea D				
i. Overburden Excav. & Backfill	Cubic Yard	3,144	\$7	\$22,008
ii. Impacted Soil Remove/Treat/Backfill	Cubic Yard	1,620	\$29	\$46,980
c. Subarea T3				
i. Overburden Excav. & Backfill	Cubic Yard	3,972	\$7	\$27,804
ii. Impacted Soil Remove/Treat/Backfill	Cubic Yard	2,766	\$29	\$80,214
d. Subarea K&L				
i. Overburden Excav. & Backfill	Cubic Yard	11,963	\$7	\$83,741
ii. Impacted Soil Remove/Treat/Backfill	Cubic Yard	8,500	\$29	\$246,500
e. Subarea N14				
i. Overburden Excav. & Backfill	Cubic Yard	394	\$7	\$2,758
ii. Impacted Soil Remove/Treat/Backfill	Cubic Yard	2,104	\$29	\$61,016
f. ORC Treatment	Acre	3.15	\$10,000	\$31,500
g. Verification Sampling & Reporting	Each	40	\$600	\$24,000
h. Erosion & Dust Controls	Acre	10	\$2,500	\$25,000
5.) Inorganic-Impacted Soil/Fill				
i. Subarea Q5 (Excav., Transport & Dispose)	Cubic Yard	400	\$57	\$22,800
ii. Subarea Q14 (Excav., Transport & Dispose)	Cubic Yard	105	\$57	\$5,985
iii. Subarea Q18 (Excav., Transport & Dispose)	Cubic Yard	690	\$57	\$39,330
iv. Subarea Q19 (Excav., Transport & Dispose)	Cubic Yard	90	\$57	\$5,130
v. Verification Sampling & Reporting	Each	35	\$400	\$14,000
vi. Deliver, Place & Compact Backfill	Cubic Yard	1320	\$8	\$10,560
6.) Pipeline Clean/Remove/Backfill	Linear Feet	2,200	\$14.50	\$31,900
7.) Tank Removal & Backfill	Lump Sum	1	\$10,000	\$10,000
7.) Air Monitoring	Month	4	\$7,500	\$30,000
8.) Monitoring Wells & Piezometers <sup>4</sup>	Each	4	\$1,500	\$6,000
6.) Seeding, Landscaping & Restoration	Acre	10	\$2,500	\$25,000
<b>SUBTOTAL AREA I (LUMP SUM)</b>				<b>\$1,132,300</b>

## EXHIBIT B

2

## SCHEDULE OF VALUES ( U.S. \$)

Payment Item	Quantity	Payment Units	Unit Payment Value	Total Payment
<b>B. Area II</b>				
1.) Design & Preconstruction <sup>2</sup>	Time & Material	(See Rate Sched.)	(See Rate Sched.)	\$100,000
2.) Mobilization <sup>3</sup>	Lump Sum	1	\$150,000	\$150,000
3.) Clear and Grub	Acre	48	\$750	\$36,000
4.) Groundwater Collection System				
i. Gravity Collection System (Incl. Excav., Bedding, Backfill)	Linear Feet	4,100	\$100	\$410,000
ii. Terminal Basin Decommissioning	Lump Sum	1	\$20,000	\$20,000
iii. Monitoring Well Decommissioning	Each	9	\$1,500	\$13,500
5.) Barrier Wall	Square Feet	28,600	\$18	\$514,800
6.) Duplex Submersible Pump Stations & Force Main				
i. Materials (pumps, valves, controls, manholes)	Each	3	\$15,000	\$45,000
ii. Install & Startup	Each	3	\$13,000	\$39,000
iii. Force Main to WWTP	Linear Feet	1,500	\$20	\$30,000
7.) Groundwater Pretreatment System				
i. Advanced Oxidation/Pretreatment Equipment <sup>8</sup>	Lump Sum	1	\$175,000	\$175,000
ii. Pumps/Tanks/Mixers & Piping Equipment	Lump Sum	1	\$109,000	\$109,000
iii. Install & Startup	Lump Sum	1	\$70,000	\$70,000
iv. Pre-Engineered Bldg. <sup>8</sup>	Lump Sum	1	\$30,000	\$30,000
v. Building Erection	Lump Sum	1	\$20,000	\$20,000
v. Foundation & Site Work	Lump Sum	1	\$25,000	\$25,000
vi. Building HVAC	Lump Sum	1	\$25,000	\$25,000
vii. Truck Unloading Station/ Day Tank	Lump Sum	1	\$15,000	\$15,000
viii. Electrical Panel /Instrumentation Eqt.	Lump Sum	1	\$30,000	\$30,000
ix. Electrical/ Instrument Installation	Lump Sum	1	\$20,000	\$20,000
x. Effluent Pump Station	Lump Sum	1	\$20,000	\$20,000
xi. Effluent Forcemain	Linear Feet	250	\$20	\$5,000
xii. Computer, Furniture, Fixtures	Lump Sum	1	\$15,000	\$15,000
8.) Containment Cover System				
i. Barrier Layer Materials	Square Feet	671,100	\$0.27	\$181,197
ii. Barrier Layer Installation <sup>9</sup>	Acre	15.4	\$20,000	\$308,000
iii. Geosynthetic Drainage Layer Materials	Square Feet	671,100	\$0.15	\$100,665
iv. Geosyn. Drain Layer Install	Acre	15.4	\$7,900	\$121,660
iii. 12-inch Barrier Protection Layer	Cubic Yard	23,000	\$10	\$230,000
iv. 6-inch Topsoil Layer	Cubic Yard	11,500	\$15	\$172,500
v. Gas Vents	Each	15	\$500	\$7,500
vi. Grading, Drainage, Erosion & Dust Controls	Lump Sum	1	\$25,000	\$25,000
vii. Daily, Intermediate Cover	Cubic Yard	24,900	\$6	\$149,400
viii. Hydroseeding and Restoration	Acres	15.4	\$2,500	\$38,500
9.) Multiphase Extraction/Biovent System	Month	6	\$15,000	\$90,000
10.) Air Monitoring	Month	20	\$7,500	\$150,000
11.) Monitoring Wells & Piezometers <sup>4</sup>	Each	11	\$1,500	\$16,500
12.) Seeding, Landscaping & Restoration	Acres	34	\$1,600	\$54,400
<b>SUBTOTAL AREA II (LUMP SUM)</b>				<b>\$3,562,600</b>

## EXHIBIT B

3

## SCHEDULE OF VALUES ( U.S. \$)

Payment Item	Quantity	Payment Units	Unit Payment Value	Total Payment
<b>C. Area III</b>				
1.) Design & Preconstruction <sup>2</sup>	Time & Materials	See Rate Sched	See Rate Sched	\$75,000
2.) Mobilization <sup>3</sup>	Lump Sum	1	\$100,000	\$100,000
3.) Clear and Grub	Acre	10	\$750	\$7,500
4.) Blue-Stained Soil/Fill Treatment				
i. Strip/Stockpile Exist Biopad Soil	Cubic Yard	7,000	\$2	\$14,000
ii. Excavate/Transfer Blue Stained Soils	Cubic Yard	75,000	\$4	\$300,000
iii. Prepare New Biopad, Sitework, Drainage Facil.	Acre	8	\$20,000	\$160,000
iv. Haul, Spread & Bioremediate Soils	Cubic Yard	75,000	\$17	\$1,275,000
v. Stabilize/Solidify Biotreated Soil	Cubic Yard	75,000	\$19	\$1,425,000
vi. Verification Sampling & Testing	Each	66	\$600	\$39,600
vii. Deliver, Place, Compact Off-Site Backfill	Cubic Yard	75,000	\$8	\$600,000
5.) Tar Soil/Fill Removal/Transport/ Disposal				
i. Overburden Excavation & Backfill	Cubic Yard	10,000	\$7	\$70,000
ii. Non-Hazardous Tar Excavation/Transport/Disposal	Cubic Yard	4,000	\$45	\$180,000
iii. Hazardous Tar Excavation/Transport/Disposal	Cubic Yard	12,000	\$132	\$1,584,000
iv. Deliver, Place, Compact Off-Site Backfill	Cubic Yard	16,000	\$8	\$128,000
6.) Monitoring Wells & Piezometers <sup>4</sup>	Each	2	\$1,500	\$3,000
7.) Air Monitoring	Month	9	\$7,500	\$67,500
8.) Dewatering	Month	6	\$17,000	\$102,000
9.) Erosion & Dust Controls	Acre	10	\$2,500	\$25,000
10.) Seeding, Landscape & Restoration	Acre	10	\$2,500	\$25,000
11.) Post-Remediation Surface Soil/Fill Characterization	Lump Sum	1	\$20,000	\$20,000
<b>SUBTOTAL AREA III (LUMP SUM)</b>				<b>\$6,200,600</b>
<b>D. Area IV</b>				
1.) Design & Preconstruction <sup>2</sup>	Time & Materials	See Rate Sched.	See Rate Sched.	\$20,000
2.) Mobilization <sup>3</sup>	Lump Sum	1	\$100,000	\$100,000
3.) Clear, Grub and Chip	Acre	31	\$1,000	\$31,000
4.) Coke Removal & Off-Site Backfill	Cubic Yard	90,000	\$9	\$810,000
5.) Tar Soil/Fill Removal/Transport/ Disposal				
i. Overburden Excavation & Backfill	Cubic Yard	10,000	\$7	\$70,000
ii. Non-Hazardous Tar Excavation/Transport/Disposal	Cubic Yard	4,000	\$45	\$180,000
iii. Hazardous Tar Excavation/Transport/Disposal	Cubic Yard	12,000	\$132	\$1,584,000
iv. Deliver, Place, Compact Off-Site Backfill	Cubic Yard	16,000	\$8	\$128,000
6.) Monitoring Wells & Piezometers <sup>4</sup>	Each	3	\$1,500	\$4,500
7.) Air Monitoring	Month	8	\$7,500	\$60,000
8.) Dewatering	Month	7	\$17,000	\$119,000
9.) Erosion & Dust Controls	Acre	31	\$2,500	\$77,500
10.) Seeding, Landscape & Restoration	Acre	31	\$1,600	\$49,600
<b>SUBTOTAL AREA IV (LUMP SUM)</b>				<b>\$3,233,600</b>

## EXHIBIT B

4

## SCHEDULE OF VALUES ( U.S. \$)

Payment Item	Quantity	Payment Units	Unit Payment Value	Total Payment
<b>E. Off-Site/ Other</b>				
1.) Coke Removal				
i. Excavation and Off-Site Backfill	Cubic Yard	11,200	\$9	\$100,800
ii. Erosion & Dust Controls	Acre	1.7	\$2,500	\$4,250
iii. Restoration & Seeding	Acre	1.7	\$2,500	\$4,250
iv. Air Monitoring	Month	1	\$7,500	\$7,500
2.) Feine <sup>5</sup>				
i. Acquisition	Lump Sum	1	\$250,000	\$250,000
ii. Demolition	Lump Sum	1	\$75,000	\$75,000
iii. Investigation	Lump Sum	1	\$50,000	\$50,000
iv. Remediation	Lump Sum	1	\$75,000	\$75,000
3.) Southwest Groundwater				
i. Investigation <sup>2</sup>	Time & Materials	See Rate Sched.	See Rate Sched.	\$50,000
ii. Remediation	Lump Sum	1	\$50,000	\$50,000
4.) Site Survey	Lump Sum	1	\$20,000	\$20,000
<b>SUBTOTAL OFF-SITE (LUMP SUM)</b>				<b>\$686,800</b>
<b>TOTAL REMEDIATION COST</b>				<b>\$14,815,900</b>
<b>3. OPERATION, MAINTENANCE &amp; MONITORING COSTS DURING REMEDIATION</b>				
A. Long-Term GW Monitoring - Plant Site				
1.) Years 1 & 2	Semi-Annual	4	\$14,000	\$56,000
2.) Years 3-5	Annual	3	\$13,600	\$40,800
B. Marilla Street Landfill - Post Closure <sup>6</sup>	Annual	5	\$16,400	\$82,000
C. Area II Containment O&M <sup>7</sup>	Month	42	\$7,500	\$315,000
<b>4. ADMINISTRATIVE COSTS DURING REMEDIATION</b>				
A. NYSDEC Oversight <sup>10</sup>	Time & Materials			\$400,000
B. Steelfields Management, Legal & Administration <sup>11</sup>	Time & Materials	See Rate Sched.	See Rate Sched.	\$240,000

## NOTES:

1. Per Work Plan including engineering, material, labor, analytical testing, and applicable taxes.
2. Includes treatability studies, engineering, geotechnical borings and analysis. Estimated total cost.
3. Includes insurance, trailer, utilities, portable toilet, equipment transportation, health & safety costs.
4. Includes new and replacement well installation and development
- 5 (Note intentionally deleted)
6. Includes monitoring, cover system maintenance and reporting.
7. Includes groundwater pretreatment system operation and collection/cover system maintenance
8. Includes freight and rigging.
9. Includes QA/QC testing
10. Not to exceed \$100K per year, \$400K total payment.
11. Not to exceed \$240K total payment.

**EXHIBIT C**  
**REQUEST FOR PAYMENT BY STEELFIELDS**

Date \_\_\_\_\_

Escrow Agent  
NAME  
ADDRESS

Re: Escrow Agreement with Steelfields, LTD et al.

Dear \_\_\_\_\_:

Pursuant to the terms and provisions of the Escrow Agreement dated October 15, 2002, I hereby certify and attest that Steelfields, LTD has completed the work described in the attached Request for Payment and requests payment from the Escrow Account as set forth in the attached Request for Payment.

Accordingly, kindly accept this letter as the undersigned's authorization for the Escrow Agent to disburse to Steelfields, LTD payment of \_\_\_\_\_ dollars (\$\_\_\_\_\_). Following receipt of this certification letter, payment to Steelfields, LTD thereof should occur in accordance with the instructions more particularly set forth in the Escrow Agreement.

Sincerely,

\_\_\_\_\_

Print name \_\_\_\_\_

Title \_\_\_\_\_

STEELFIELDS, LTD

REQUEST FOR PAYMENT - SUMMARY

PAGE 1 OF

ORIGINAL TO (Escrow Agent):

PROJECT:

REQUEST NO. \_\_\_\_\_

COPIES TO:

Hanna Furnace Corp., NYSDEC

REQUEST  
PERIOD \_\_\_\_\_

*Request is made for Payment as shown below and on the attached sheets itemizing the cost breakdown:*

1. TOTAL COMPLETED THROUGH THIS REQUEST FOR PAYMENT:
2. LESS RETAINAGE (5% OF DEFINED REMEDIATION COSTS TO DATE): \$ -
3. LESS PREVIOUS REQUESTS FOR PAYMENT:
4. CURRENT PAYMENT DUE: \$ -

ACTION	DATES:
Received By:	
Scheduled Escrow Disbursement: (12 to 15 days after receipt of original invoices) (7 to 10 days after receipt of revised invoices)	
Received Notice of Disagreement (Amt Disputed):	
Check (Amount) Issued:	

*The undersigned certifies that the Work covered by this Request for Payment has been completed in accordance with the Agreement and that the current payment shown herein is now due.*

STEELFIELDS, LTD

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

Date: \_\_\_\_\_

# SAMPLE INVOICE

**Steelfields, LTD**

Key Tower, Suite 1350  
50 Fountain Plaza  
Buffalo, NY 14202

Invoice No. \_\_\_\_\_

Date: \_\_\_\_\_

Original To:

Copies To:

Payment Item	Unit Payment Value	Quantity of Payment Units Provided to Date	Payment Amount Due to Date	Less Previous Invoice Amount	Amt. Due This Invoice
	\$ 100.00	5	\$ 500.00	\$ 200.00	\$ 300.00
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
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<b>SUBTOTAL</b>			\$ 500.00	\$ 200.00	\$ 300.00
			<LESS RETAINAGE>		\$ 15.00
			<b>TOTAL DUE THIS INVOICE</b>		\$ 285.00

**EXHIBIT D**  
**NOTICE BY HANNA FURNACE OR DEC OF DISAGREEMENT**

Date

Escrow Agent  
NAME  
ADDRESS

Re: Escrow Agreement with Steelfields, LTD et al.

Dear \_\_\_\_\_:

Pursuant to the terms and provisions of the Escrow Agreement dated October 15, 2002, I hereby certify and attest that {Hanna Furnace Corporation or New York State Department of Environmental Conservation} disagrees with the Request for Payment No. \_\_\_\_ submitted by Steelfields, LTD on {date}. The basis for this disagreement is set forth in the attached Notice of Disagreement with Steelfields, LTD Request for Payment.

Accordingly, kindly accept this letter as the undersigned's authorization for Escrow Agent to withhold payment for the portion of Request for Payment No. \_\_\_\_ to Steelfields, LTD that has been disputed by {Hanna Furnace Corporation or New York State Department of Environmental Conservation}. Following receipt of this disagreement letter, the processing of Steelfields, LTD's Request for Payment No. \_\_\_\_ should occur in accordance with the instructions more particularly set forth in the Escrow Agreement.

Sincerely,

\_\_\_\_\_

Print name \_\_\_\_\_

Title \_\_\_\_\_

**Steelfields Invoice Number:** \_\_\_\_\_  
**Steelfields Invoice Date:** \_\_\_\_\_

TOTAL INVOICE AMOUNT	
<LESS DISPUTED AMOUNT>	
TOTAL UNDISPUTED ESCROW PAYMENT DUE	

**EXHIBIT E**  
**JOINT NOTICE OF MEDIATED AGREEMENT ON DISBURSEMENT**

Date \_\_\_\_\_

Escrow Agent  
NAME  
ADDRESS

Re: Escrow Agreement with Steelfields, LTD et al.

Dear \_\_\_\_\_:

Pursuant to the terms and provisions of the Escrow Agreement dated October 15, 2002, we hereby certify and attest that Steelfields, LTD and {Hanna Furnace Corporation or The State of New York, Department of Environmental Conservation} have resolved their dispute regarding the Steelfields, LTD's Request for Payment No. \_\_\_\_\_. {Use one of next two sentences.} {1. Accordingly, kindly accept this letter as the undersigned's authorization for Escrow Agent to disburse to Steelfields, LTD payment of \_\_\_\_\_ dollars (\$\_\_\_\_\_).} {2. Accordingly, kindly accept this letter as the undersigned's authorization for the Escrow Agent to reduce the next payment or payments (as needed) to Steelfields, LTD by the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_).} Following receipt of this certification letter, processing of Steelfield, LTD's future Requests for Payment should occur in accordance with the instructions more particularly set forth in the Escrow Agreement.

Sincerely,

\_\_\_\_\_

\_\_\_\_\_

Print name \_\_\_\_\_

Print name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT F**  
**NOTICE OF TERMINATION OF VCA**

Date \_\_\_\_\_

Escrow Agent  
NAME  
ADDRESS

Re: Escrow Agreement with Steelfields, LTD et al.

Dear \_\_\_\_\_:

Pursuant to the terms and provisions of the Escrow Agreement dated October 15, 2002, I hereby certify and attest that the Voluntary Clean-up Agreement entered into between Steelfields, LTD and The State of New York, Department of Environmental Conservation ("DEC") has been terminated.

Accordingly, and in accordance with the instructions more particularly set forth in the Escrow Agreement, kindly accept this letter as the undersigned's authorization for the Escrow Agent to, within fifteen (15) business days of receipt of this letter: (i) disburse to DEC the portion of the Escrow Funds remaining in the Escrow Account and re-assign to DEC pursuant to the Escrow Agreement all remaining rights to insurance reimbursement from Travelers held by the Escrow Account for remediation of the Properties in accordance with the DEC-approved workplans, and (ii) send to all Parties to the Escrow Agreement written notice of such action in the form set forth in Exhibit H to the Escrow Agreement.

Sincerely,

\_\_\_\_\_

Print name \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT G**  
**NOTICE AND REQUEST FOR INSURANCE REIMBURSEMENT BY ESCROW**  
**AGENT**

Date

William Tribou  
Travelers Property Casualty Corp.  
1 Farm Glen Boulevard  
Farmington, CT 06032

Re: Escrow Agreement with Steelfields, LTD et al.

Dear Mr. Tribou:

Pursuant to the terms and provisions of the Escrow Agreement dated October 15, 2002, this letter is a Request for Insurance Reimbursement made by the Escrow Agent. As evidenced by the attached listing of distributions, to date, the Escrow Agent has distributed a total of \_\_\_\_\_ dollars (\$\_\_\_\_\_) from the Escrow Account. No previous Request for Insurance Reimbursement from the Escrow Agent has sought reimbursement for any of these costs. Therefore, in accordance with the instructions more particularly set forth in the Escrow Agreement, the Escrow Agent is requesting that Travelers reimburse the Escrow Account 75 percent (75%) of this amount by issuing a check in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) made payable to \_\_\_\_\_ for deposit into the Escrow Account.

Sincerely,

\_\_\_\_\_

Print name\_\_\_\_\_

Escrow Agent

cc: Steelfields, LTD  
NYDEC

**EXHIBIT H**  
**NOTICE OF DISBURSEMENT TO DEC**

Date

Van Carson, Esq.  
Squire, Sanders & Dempsey L.L.P.  
4900 Key Tower  
127 Public Square  
Cleveland, Ohio 44114-1304

Paul H. Werthman, P.E.  
Turn Key Environmental Restoration, LLC  
Key Tower, Suite 1350  
50 Fountain Plaza  
Buffalo, New York 14202

The Hanna Furnace Corporation  
4100 Edison Lakes Parkway  
Mishawaka, IN 46545-3440  
Attn: Ronald J. Werhnyak, Esq.  
Vice President and General Counsel

Babst, Calland, Clements & Zomnir, P.C.  
Two Gateway Center  
Pittsburgh, PA 15222  
Attn: Donald C. Bluedorn II, Esq.

New York Department  
of Environmental Conservation  
Division of Environmental Enforcement  
270 Michigan Avenue  
Buffalo, NY 14203-2999  
Attn: Joseph P. Ryan, Esq.

William Tribou  
Travelers Property Casualty Corp.  
1 Farm Glen Boulevard  
Farmington, CT 06032

Re: Escrow Agreement with Steelfields LTD et al.

Gentlemen:

Pursuant to the terms and provisions of the Escrow Agreement dated October 15, 2002, I hereby certify and attest that in response to a letter dated \_\_\_\_\_ from \_\_\_\_\_, the undersigned has disbursed to DEC the portion of the Escrow Funds remaining in the Escrow Account and re-assigned to DEC all remaining rights to insurance reimbursement from Travelers held by the Escrow Account for remediation of the Properties in accordance with the DEC-approved workplans.

Sincerely,

\_\_\_\_\_

Print name \_\_\_\_\_

Escrow Agent

**KEY BANK, N.A.**

By: Amanda Marshall

Name: Amanda Marshall

Title: Sr VP

**TRAVELERS INDEMNITY COMPANY AND  
TRAVELERS CASUALTY AND SURETY  
COMPANY**

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



Name: \_\_\_\_\_

Frank D. Judice, Jr.

Title: \_\_\_\_\_

Vice President

THE NEW YORK STATE DEPARTMENT  
OF ENVIRONMENTAL CONSERVATION

By: 

Name: **Richard K. Randles**

Title: **DIRECTOR OF MANAGEMENT & BUDGET**

**THE HANNA FURNACE CORPORATION**

By: Ronald J. Werhnyak  
Name: Ronald J. Werhnyak  
Title: Vice President

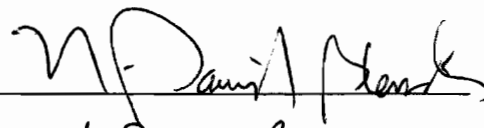
**STEELFIELDS, LTD**

By: Richard A. Palumbo

Name: RICHARD A. PALUMBO

Title: Secretary

LTV STEEL COMPANY, INC.

By:   
Name: N. DAVID BLEISCH  
Title: SR. VICE PRESIDENT



SQUIRE, SANDERS & DEMPSEY L.L.P.

4900 Key Tower  
127 Public Square  
Cleveland, Ohio 44114-1304

Office: +1.216.479.8500  
Fax: +1.216.479.8780

Direct Dial: +1.216.479.8559  
vcarson@ssd.com

October 15, 2002

Richard A. Palumbo, Esq.  
Devorsetz Stinziano Gilberti Heinz & Smith, P.C.  
300 Linden Oaks, Suite 220  
Rochester, NY 14625-2883

**Re: *LTV v. Buffalo*—Letter Agreement Concerning Certain Feine Property Acquisition Costs**

Dear Rich:

This letter is to memorialize the agreement reached between LTV Steel Company, Inc. (“LTV”), The Hanna Furnace Corporation (“Hanna”), and Steelfields LTD (“Steelfields”) (collectively “the Parties”) concerning the payment of certain costs to be incurred by Steelfields for acquisition of the August Feine Property (“the Feine Property”) in conjunction with Steelfields’ implementation of its Voluntary Cleanup Agreement with The State of New York Department of Environmental Conservation (DEC), and your agreement to hold such funds until the closing on the Feine Property takes place.

We understand that Steelfields will acquire the Feine Property in one of two ways: (1) through a negotiated purchase directly from the Property’s current owners; or (2) following condemnation proceedings by the City of Buffalo or its agencies. The purchase price or fair market value to be paid to the Feine Property’s current owners in conjunction with Steelfields’ acquisition is not yet known. Likewise, it is not yet known when the acquisition will occur.

The Schedule of Values, Exhibit B to the September 2002 Escrow Agreement between the Parties and others, contemplates that the cost of acquiring the Feine Property to Steelfields will be \$250,000. LTV and Hanna hereby agree that in the event the purchase price or fair market value that Steelfields is required to pay in order to acquire the Feine Property exceeds \$250,000, LTV and Hanna each shall pay Steelfields for 50% of any such excess, up to a maximum amount of \$75,000 each.

LTV’s and Hanna’s agreement is based upon the following terms and conditions:

1. This agreement applies only to consideration (*i.e.*, the purchase price or fair market value) to be paid by Steelfields to acquire the Feine Property. LTV and Hanna do not agree to assume any other

Richard A. Palumbo  
October 15, 2002  
Page 2

costs, fees or charges that may be incidental to such acquisition, such as, without limitation, attorney fees, court costs, title insurance, surveys, taxes, municipal fees, title abstracts or deed preparation expenses.

2. Steelfields shall use its best efforts to acquire the Feine Property for the lowest possible purchase price or fair market value. LTV and Hanna Furnace understand that the owner of the Feine Property has indicated that it is expecting a purchase price of \$400,000.

3. LTV and Hanna will each deliver to you via corporate check or wire transfer the amount of \$75,000 for its respective maximum share under this letter agreement at the closing of the transactions contemplated under the October 2002 Property Transfer Agreement between LTV, Hanna and Steelfields, now scheduled for October 15, 2002 in Buffalo.

4. You agree to promptly deposit the funds received from LTV and Hanna hereunder into a bank account maintained by you for this purpose in your individual capacity, until such time as Steelfields: (i) acquires title to the Feine Property, (ii) determines that it will not acquire the Feine Property as is now contemplated, or (iii) determines that its acquisition cost for the Feine Property will be less than or equal to \$250,000. Any interest which accrues on such funds may be retained by you.

5. At least three (3) business days prior to the closing on the Feine Property, Steelfields will provide to LTV and Hanna commercially acceptable documentation of the purchase price or fair market value that Steelfields must pay to acquire the Feine Property.

6. In the event Steelfields subsequently determines that it will not acquire the Feine Property as is now contemplated, or that Steelfields' acquisition cost for the Feine Property will be less than or equal to \$250,000, then you shall so notify LTV and Hanna Furnace in writing within five (5) days after such determination. Upon receipt of such notice from Steelfields, you shall deliver to Hanna and to LTV or, if LTV so notifies you in writing, to LTV's Bankruptcy Trustee (or other Bankruptcy Court-designated recipient) separate checks for \$75,000 each. Thereafter, LTV, Hanna, Steelfields and you shall have no further obligation under this letter agreement, which then shall become null and void.

7. At or prior to the closing of Steelfields' acquisition of the Feine Property, you shall deliver to Steelfields a check on your individual account for the consideration to be paid by Steelfields to acquire the Feine Property in excess of \$250,000, up to a total maximum excess of \$150,000. In the event that such excess consideration is less than \$150,000, then you shall deliver to Hanna and to LTV or, if LTV so notifies you in writing, to LTV's Bankruptcy Trustee (or other Bankruptcy Court-designated recipient), separate checks for one-half (1/2) of the difference between the actual excess consideration paid by Steelfields and \$150,000 within ten (10) days after the closing.

8. Each attorney signatory below is authorized to sign on behalf of, with the intention to legally bind, his respective Party. Each undersigned attorney agrees to accept any notices on behalf of his respective Party under this letter agreement.

Richard A. Palumbo

October 15, 2002

Page 3

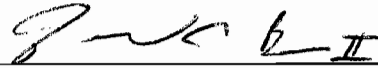
9. This letter sets forth the entire agreement between the Parties regarding payment of Feine Property acquisition costs in excess of \$250,000, and New York law shall apply to its interpretation, without regard to its conflict of law provisions. This letter agreement may be executed in one or more counterparts.

Please indicate agreement to the terms herein by signing this letter below and returning signed copies to us. Thank you for your cooperation in this matter.

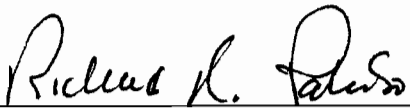
SO AGREED:



Van Carson, Esq.  
Counsel for LTV Steel Company



Donald C. Bluedorn II, Esq.  
Counsel for The Hanna Furnace Corporation



Richard A. Palumbo, Esq.  
Individually and Behalf of Steelfields LTD

Copy: Gary Smith  
Paul H. Werthman  
Ronald J. Werhnyak  
Thaddeus A. Zalenski

**PROPERTY TRANSFER AGREEMENT**

**AMONG**

**LTV STEEL COMPANY, INC.,**

**AND**

**THE HANNA FURNACE CORPORATION,**

**AS TRANSFERORS**

**AND**

**STEELFIELDS LTD,**

**AS TRANSFEREE**

**OCTOBER 15, 2002**

## **PROPERTY TRANSFER AGREEMENT**

THIS AGREEMENT (this "Agreement") is made and entered into as of the 15<sup>th</sup> day of October, 2002 by and between LTV STEEL COMPANY, INC., a New Jersey corporation ("LTV"), THE HANNA FURNACE CORPORATION, a New York corporation ("Hanna Furnace") (LTV and Hanna Furnace are collectively the "Transferors") and STEELFIELDS LTD, a New York corporation ("Steelfields" or "Transferee"). Transferors and Transferee are sometimes herein referred to individually as a "Party" or collectively as "Parties".

### **WITNESSETH:**

WHEREAS, LTV is the owner of certain real property in Buffalo, New York commonly known as the Former LTV Steel Plant, totaling approximately 135 acres and as more fully described in **Exhibit A** attached hereto, and the Marilla Street Landfill, totaling approximately 80 acres and as more fully described in **Exhibit B** attached hereto; and

WHEREAS, LTV and Hanna Furnace are the owners of certain real property in Buffalo, New York commonly known as the Former Donner-Hanna Coke Plant, totaling approximately 84 acres and as more fully described in **Exhibit C** attached hereto (the Former LTV Steel Plant, the Former Donner-Hanna Coke Plant, and the Marilla Street Landfill are collectively the "Properties"); and

WHEREAS, LTV, Hanna Furnace, the City of Buffalo and BURA have entered into a Consent Order (the "Consent Order") issued by the United States District Court, Western District of New York, in the case styled In re. Chateaugay Corp., et al., LTV Steel Co., Inc., et al., v. City of Buffalo, et al., Case No. 99-CV-00624E(F) (the "Litigation") and have entered into (or contemplate entering into) an Administrative Order on Consent with the New York State Department of Environmental Conservation ("DEC") (the "Administrative Order"), pursuant to both of which LTV and Hanna Furnace have, among other things, committed to contribute specified assets and assign certain insurance rights into an escrow fund to be used for remediation of the Properties by Steelfields; and

WHEREAS, Steelfields and DEC have entered into (or contemplate entering into) a Voluntary Cleanup Agreement (the "VCA"), pursuant to which, among other things, Steelfields has committed to remediate and manage the properties pursuant to DEC-approved Workplans; and

WHEREAS, LTV is currently operating pursuant to an Asset Protection Plan approved by U.S. Bankruptcy Judge William T. Bodo of the Northern District of Ohio; and

WHEREAS, Hanna Furnace is currently operating under U.S. Bankruptcy Court protection in the Northern District of Illinois (the Northern District of Ohio and the Northern District of Illinois collectively are the "Bankruptcy Courts"); and

WHEREAS, subject to the terms and conditions set forth in this Agreement, Transferors desire to transfer to Transferee, and Transferee desires to receive from Transferors, the Properties.

NOW, THEREFORE, in consideration of the aforesaid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. TRANSFER. Upon the terms and subject to the conditions set forth in this Agreement, Transferors shall convey and transfer to Transferee and Transferee agrees to receive and acquire from Transferors, on the Closing Date, all right, title and interest of Transferors in and to the Properties.

2. RESERVATIONS, RESTRICTIONS AND EXCEPTIONS. This Agreement and the Properties to be transferred shall be subject to:

(a) any rights of way, easements, liens or encumbrances apparent from a reasonable inspection of the Properties or which an accurate and commercially reasonable survey would reveal;

(b) zoning, subdivision and other governmental restrictions or requirements which could affect, or could reasonably be expected to have a material effect on, the use, enjoyment and development thereof or any portion thereof; and

(c) any liens or encumbrances of record affecting any of the Properties (except for delinquent real estate taxes and tax liens).

3. THE DEEDS. Transferors shall convey the Properties to Transferee by one or more Quitclaim Deeds.

4. BANKRUPTCY MATTERS. Transferors agree that, promptly after execution of this Agreement by the Parties, Transferors shall file motions with the Bankruptcy Courts seeking approval of this Agreement and the transactions contemplated hereunder. The Parties agree that the terms of this Agreement are expressly conditioned upon approval thereof by the Bankruptcy Courts.

5. CLOSING. Subject to the terms and conditions set forth herein, the Closing shall occur at the offices of Colucci & Gallaher, P.C. in Buffalo at 9:00 A.M. local time on a business day agreed to in writing by Transferors and Transferee (the "Closing Date"), but in no event shall the Closing Date be later than thirty (30) days after satisfaction of the conditions precedent set forth in Paragraph 6, below.

6. CONDITIONS PRECEDENT TO CLOSING.

(a) The obligations of the Parties to consummate the Closing are subject to the satisfaction of the following conditions on or prior to said Closing Date:

- i Approval of this Agreement by the Bankruptcy Courts;
- ii Entry of the Consent Order;
- iii. Agreement upon and execution of the Administrative Order;

- iv. Agreement upon and execution of the VCA; and
- v. Agreement upon and execution of a final Escrow Agreement establishing an Escrow Account to be funded by LTV and Hanna Furnace for the funding of Steelfields' implementation of the VCA and other costs.

(b) Transferors and Transferee shall use commercially reasonable efforts to satisfy all the conditions precedent to the Closing. Transferors and Transferee shall provide to the others at or prior to the Closing, such additional items, documents or instruments, and shall cooperate with each other in such manner, as any of them may reasonably request in order to satisfy the closing conditions and to accomplish the Closing. If despite such efforts, one or more of the conditions to the Closing are not satisfied or waived by any of the Parties in whose favor it was established, then any of the Parties may, as its (their) sole remedy, terminate this Agreement. If any of the Parties elect to terminate this Agreement pursuant to this Paragraph and if none of the Parties are in breach hereunder, then no Party shall have any further liability hereunder, to any other Party.

#### 7. SURVEY, TITLE COMMITMENTS.

(a) Transferee may, at its sole cost, obtain an update of existing surveys (or another survey) and such title insurance as it deems necessary or desirable. Transferors do not in any manner warrant or represent the accuracy, adequacy, completeness or reliability of existing surveys or any title commitment.

(b) After execution of this Agreement and prior to the Closing, neither of the Transferors shall grant or enter into any lease, easement or other document which would convey an interest in, or create a restriction on any of the Properties without the consent of the Transferee.

#### 8. DEFAULT, FAILURE TO CLOSE.

(a) If the transactions contemplated hereby do not close as a result of Transferee's breach, default or failure to perform its obligations under the terms of this Agreement, the sole and exclusive remedy of Transferors shall be to pursue specific performance against Transferee and reasonable, actual attorneys' fees. Denial of Bankruptcy Court or other Court approval of, or failure to reach agreement upon, any of the specified Conditions Precedent herein shall not be considered a breach, default or failure to perform by Transferee.

(b) If the transactions contemplated hereby do not close as a result of the default or non-performance by either of the Transferors of their obligations under this Agreement, Transferee shall be entitled, by notice given to Transferors as its sole and exclusive remedy, either (i) to terminate this Agreement in full and final satisfaction of all of Transferors' obligations to Transferee hereunder, or (ii) to pursue specific performance against Transferors and reasonable, actual attorneys' fees. Denial of Bankruptcy Court or other Court approval of, or failure to reach agreement upon, any of the specified Conditions Precedent herein shall not be considered a breach, default or failure to perform by Transferors.

(c) Neither Transferors nor Transferee may terminate this Agreement unless and until the non-defaulting Party gives notice to the defaulting Party stating the breach upon which such termination is predicated and the defaulting Party fails to cure such breach within thirty (30) days thereafter.

9. PRORATION. Transferors and Transferee shall, as of the Closing Date, prorate all real estate taxes and assessments, both general and special, and all water and sewer charges, except for special assessments arising from any actions or petitions by Transferee, which shall be Transferee's sole responsibility.

10. EXPENSES OF TRANSFERORS. Transferors shall pay all expenses incurred by Transferors in the course of performing their obligations under this Agreement.

11. EXPENSES OF TRANSFEE. Transferee shall pay the following expenses of this transaction:

- (a) All real estate transfer taxes;
- (b) The cost of any Title Commitment or Title Policy desired by Transferee;
- (c) The fees for filing and recording the Deeds and such other documents which Transferee may reasonably deem to be necessary;
- (d) The cost for any new or updated survey(s); and
- (e) All other expenses incurred by Transferee in the course of performing its obligations under this Agreement.

12. BROKER. In connection with this transaction, Transferors represent and warrant to Transferee that no broker, agent or finder (each, a "Broker") was employed by Transferors for the purpose of bringing about the transfer hereby contemplated, and Transferee represents and warrants to Transferors that no Broker was employed by Transferee for the purpose of bringing about the transfer hereby contemplated. Each Party agrees to indemnify and save harmless the other Parties against any costs or charges for broker's commissions or finder's fees which might arise from its employment of a Broker in connection with this transaction.

13. ASSUMPTION OF LIABILITIES; INDEMNIFICATION.

The Transferee agrees to indemnify, defend and hold harmless Transferors, their directors, officers, employees, agents, affiliates, parent companies, subsidiaries, secured creditors, insurers, successors and assigns, from any and all liabilities, claims, demands, actions, proceedings, suits, orders, directives, costs, fees, penalties, fines, judgments, response costs, response actions, property damage, natural resource damages, damages, losses, injuries, personal injuries, toxic tort injuries, exposure injuries, injunctive relief, abate claims, relief, remedies, expenses, attorneys fees or other expenditures asserted by any local, state or federal agency or governmental authority or by a private party (collectively, "claims") for or relating to:

- (a) Steelfields' failure to satisfy the terms and conditions of the Voluntary Cleanup

Agreement and/or DEC-approved Workplans, as they may be amended from time to time;

- (b) Conditions which exist(ed) on the Properties before, on or after Closing;
- (c) Conditions from the Properties to the extent that they emanate from the Properties after Closing; and
- (d) Steelfields' failure to comply with applicable regulatory or public safety requirements pertaining to the Properties after Closing.

Transferee shall assume no liability or obligation with respect to: (i) any Claims that are discharged through the Transferors' pending or previous bankruptcy proceedings; (ii) conditions from the Properties to the extent that they emanated from the Properties prior to closing; and (iii) exposures to conditions on the Properties, which exposures occurred prior to Closing.

14. REPRESENTATIONS BY TRANSFERORS AND TRANSFEREES.

(a) To the actual knowledge of remaining management employees at LTV and/or Hanna Furnace, there is no known contamination at the Properties beyond the disclosures in the Voluntary Cleanup Program Site Assessment Report & Addenda, Former Steel Manufacturing Site, Buffalo, NY (Revised January 2000), or information otherwise obtained by Transferee, its personnel, or its principals prior to the effective date of this Agreement, including without limitation, information obtained by Transferee, its personnel, or its principals in connection with the Litigation relating to the Properties.

(b) Transferee acknowledges and represents that it has been granted full and unfettered access to the Properties for the purpose of conducting all inspections, investigations, testing, sampling, analysis, or other inquiry or due diligence into any and all environmental conditions and environmental compliance matters with respect to the Properties which Transferee may deem prudent and necessary.

15. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY. EXCEPT AS MAY BE EXPRESSLY STATED IN THIS AGREEMENT TO THE CONTRARY, TRANSFEREE ACKNOWLEDGES THAT THE CONVEYANCE BY QUITCLAIM DEED OF THE PROPERTIES SHALL BE MADE BY TRANSFERORS WITHOUT REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT TO THE CONTRARY, TRANSFEREE AGREES TO ACCEPT ALL OF THE ACQUIRED PROPERTY "AS IS" AND "WHERE IS" WITHOUT RECOURSE AGAINST TRANSFERORS. WITHOUT LIMITING THE FOREGOING, AND EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT TO THE CONTRARY, TRANSFERORS SHALL NOT BE LIABLE TO TRANSFEREE FOR ANY DAMAGE OR LOSS (INCLUDING, BUT NOT LIMITED TO LIABILITIES, COSTS AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED

HEREBY, WHETHER IN CONTRACT OR IN TORT, OR BY REASON OF ANY LOCAL, STATE OR FEDERAL LAWS OR REGULATIONS, ENVIRONMENTAL OR OTHERWISE (INCLUDING BUT NOT LIMITED TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. SECTION 9601 ET SEQ., OR THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. SECTION 6901 ET SEQ., AND ALL AMENDMENTS THERETO).

16. CONSEQUENTIAL DAMAGES. In no event shall Transferors be liable to Transferee or to any third party for any incidental or consequential damages by reason of or related to this Agreement or the implementation hereof, whether or not either of the Transferors have been advised of the possibility of any such damages.

17. SURVIVAL OF PROVISIONS. Notwithstanding anything to the contrary herein and/or any doctrine of "merger," the provisions of Paragraphs 12, 13, 14, 15, and 16 shall survive any termination of this Agreement and/or Closing.

18. TIME OF THE ESSENCE. Time shall be of the essence of this Agreement and of each provision hereof.

19. NOTICES. All notices, consents and approvals required under this Agreement to be given by any Party to the others shall be in writing and shall be deemed to have been given or made (a) if sent by United States certified or registered mail, with appropriate postage attached on the second business day after deposit, (b) if sent by hand upon delivery, (c) if by prepaid overnight courier service on the next business day following delivery to such service and (d) if sent by fax, upon confirmation of receipt of such fax, in each case addressed to the respective parties as follows:

If to LTV:

LTV Steel Company, Inc.  
5800 Lombardo Center, Suite 200  
Seven Hills, OH 44131-5044  
Attention: Secretary

With copy to:

Squire, Sanders & Dempsey L.L.P.  
1300 Huntington Center  
41 South High Street  
Columbus, OH 43215  
Attention: Van Carson, Esq.  
Phone: (216) 479-8559  
Fax: (216) 479-8776

If to Hanna Furnace:

The Hanna Furnace Corporation  
4100 Edison Lakes Parkway  
Mishawaka, IN 46545-3440  
Attention: Ronald J. Werhnyak, Esq.  
Vice President and General Counsel  
Phone: (574 )273-7601  
Fax: (574) 273-7609

With copy to:

Babst, Calland, Clements & Zomnir, P.C.  
Two Gateway Center  
Pittsburgh, PA 15222  
Attn: Donald C. Bluedorn II, Esq.  
Phone: (412) 394-5450  
Fax: (412) 394-6576

If to Transferee:

Steelfields LTD  
Paul H. Werthman, P.E.  
Turn Key Environmental Restoration, LLC  
Key Tower, Suite 1350  
50 Fountain Plaza  
Buffalo, New York 14202  
Phone: (716) 856-0635  
Fax: (716) 856-0583

The Parties may change the addresses for giving notice by the procedures set forth in this Paragraph 19.

20. BINDING EFFECT; ASSIGNMENT. This Agreement has been duly authorized and executed and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, provided, however, this Agreement may not be assigned by Transferee in whole or in part without the prior written consent of Transferors.

21. CONDEMNATION. Transferors have no knowledge of any condemnation or eminent domain proceedings pending against the Properties as of the date hereof. In the event that the Properties or a material part thereof shall have been taken by eminent domain or shall be in the process of being so taken on or prior to the Closing, Transferee shall have the option, exercisable within ten (10) days of notice from Transferor(s) of such proceeding, to (a) terminate this Agreement and, in such event, except to the extent provided in Paragraph 17 hereof, no Party shall have any further liability, hereunder or otherwise, to any other Party, and the Transferors shall be entitled to all condemnation proceeds, or (b) proceed with the Closing on the terms and conditions of this Agreement and the proceeds of condemnation shall be deposited in the Escrow Account.

22. ENTIRE AGREEMENT. Except as otherwise expressly stated herein, this Agreement represents the entire and complete agreement of the Parties with respect to the subject

matter hereof. There are no present or prior understandings, commitments, representations or contracts between the Parties hereto with reference to the subject matter hereof, other than as set forth herein.

23. EXHIBITS. The Exhibits hereto are incorporated herein and made a part hereof.

24. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without regard to its conflict of law provisions.

25. FOREIGN PERSON AFFIDAVIT. On or before the Closing Date Transferors shall deliver to Transferee a non-foreign certificate or such other documentation as may be required to meet the non-withholding requirements under the Foreign Investments in Real Property Tax Act ("FIRPTA").

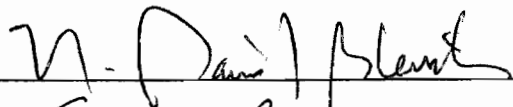
26. HEADINGS. Section headings are for convenience and reference purposes only and shall not in any manner affect the meaning or interpretation of this Agreement.

27. FURTHER ASSURANCES. Transferors and Transferee agree to cooperate prior to and after the Closing to execute and deliver such other documents, instruments of transfer or assignment, files, books, permits, and records and do all such further acts and things as may be reasonably required to carry out the transactions contemplated in this Agreement.

28. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have hereunto caused this Agreement to be executed on the day and year first above written.

LTV STEEL COMPANY, INC.

By:   
Title: SR. VICE PRESIDENT

THE HANNA FURNACE CORPORATION

By: Ronald J. Werhuyak  
Title: Vice President

STEELFIELDS LTD

By: Richard A. Pabis

Title: Secretary

**EXHIBIT "A"**

**Legal Description of  
Former LTV Steel Plant**

**Area I**

**Parcel 1  
Part of 122.16-1-8.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Numbers 58 and 60, Township 10, Range 8 of the Buffalo Creek Indian Reservation, bounded and described as follows:

BEGINNING at a point in the southwesterly line of Abbott Road distant 50 feet northwesterly (measuring along said line of Abbott Road) from a stone monument set at the point of intersection of said line of Abbott Road with the east line of said Lot Number 58; running thence northwesterly along said line of Abbott Road 1382 feet to the margin of Buffalo River; thence southwesterly along the margin of Buffalo River about 775 feet to the point of intersection of said margin of Buffalo River with the northeasterly line of the right of way conveyed to the New York, Lackawanna & Western Railway Company, which right of way is 99 feet wide; thence southeasterly along said northeasterly line of said right of way of said New York, Lackawanna Western Railway Company about 1745 feet to a point in said northeasterly line of said right of way of said Railway Company where the last aforesaid line is intersected by a straight line drawn through the place of beginning forming an angle of  $71^{\circ} 33'$  with that portion of the southwesterly line of Abbott Road extending southeasterly from the place of beginning, being also the point of intersection of said northeasterly line of said right of way of said Railway Company with the southeasterly line of premises conveyed by Joseph Block to Spencer Kellogg by deed dated January 8, 1906 and recorded January 9, 1906 in the Office of the Clerk of the County of Erie in the State of New York in Liber 1034 of Deeds at page 61; thence northeasterly along the last aforesaid line 549.56 feet to the point or place of beginning;

containing 22.934 acres of land, more or less, and marked "Parcel 1" on the map or diagram annexed to the mortgage made and executed by New York State Steel Company to Commonwealth Trust Company dated October 1, 1906 and recorded in the Erie County Clerk's Office in Liber 1030 of Mortgages at page 253.

**PARCEL 2**

**Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in said City of Buffalo, being part of said Lots Numbers 58 and 60, Township 10, Range 8 of the Buffalo Creek Indian Reservation and also part of Lot Number 16 of the Ogden Gore Tract, so called, bounded and described as follows:

BEGINNING at the point of intersection of the southeasterly margin of the Buffalo River with the southwesterly line of the right of way (99 feet wide) of the New York, Lackawanna & Western Railway Company; running thence southwesterly; southerly and again southwesterly along the margin of said Buffalo River and following the various contours thereof about 2000 feet to the point of intersection of said margin of said Buffalo River with the southerly line of said Lot Number 60; thence easterly along the southerly line of said Lot Number 60 about 570 feet to an iron stake at the angle of the Buffalo Creek Reservation line; thence southerly along the easterly line of lands deeded to Anna H. Gould by deed recorded in said Erie County Clerk's Office in Liber 1023 of Deeds at page 300, 185.65 feet to the northerly line of lands owned by the New York, Lackawanna & Western Railway Company and used by that Company for a railroad yard; thence northeasterly along said line of said Railway Company's land 642.37 feet to the west line of lands conveyed by Richard Evans and wife to the New York, Lackawanna & Western Railway Company by deed dated January 6, 1883 and recorded in the

Office of the Clerk of the County of Erie in Liber 426 of Deeds at page 435; thence northeasterly along the southerly line of lands deeded by the New York, Lackawanna & Western Railway Company to Spencer Kellogg by deed dated January 16, 1906 and recorded March 8, 1906 in said Erie County Clerk's Office in Liber 1038 of Deeds at page 171, 40 feet to the southeasterly corner of lands so conveyed by the last aforesaid deed; thence northerly along the easterly line of lands conveyed by the last aforesaid deed, 652 feet to the northeasterly corner of lands conveyed by the last aforesaid deed; thence northwesterly along the northeasterly line of lands conveyed by the last aforesaid deed, 82 feet to the northwest corner of lands conveyed by the last aforesaid deed (being the northwesterly corner of lands so conveyed by said Richard Evans and wife to the New York, Lackawanna & Western Railway Company by deed recorded in said Erie County Clerk's Office in Liber 426 of Deeds at page 435); thence northwesterly and along the southwesterly line of said main right of way of said New York, Lackawanna & Western Railway Company (said right of way being 99 feet wide) 1750 feet to the point or place of beginning; containing 33.661 acres of land, more or less, marked "Parcel 2" on the map or diagram annexed to said mortgage made and executed by New York State Steel Company to Commonwealth Trust Company dated October 1, 1906 and recorded in the Erie County Clerk's Office in Liber 1030 of Mortgages at page 253.

### **PARCEL 3**

#### **Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 16 of the Ogden Gore Tract, Township 10, Range 8, bounded and described as follows to wit:

On the east by the boundary line between lands formerly owned by N.C. Newerf and lands formerly owned by Spencer Kellogg and on the west by the boundary line between lands of the South Buffalo Railway Company and the lands formerly owned by N. C. Newerf and being a strip of land 30 feet wide, 15 feet in width being on each side of the following described center line:

BEGINNING at a point in the boundary line between lands deeded to Spencer Kellogg by Joseph Block by deed dated August 26, 1905 and lands now of formerly owned by N. C. Newerf at a point therein distant 15 feet northerly on a radial line from the north line of lands of the New York, & Lackawanna & Western Railway Company deeded to it by George Humphrey's and Others by deed dated August 25, 1881 and recorded in Erie County Clerk's Office in Liber 430 of Deeds at page 37; thence westerly along a line curving to the right whose radius is 4746.2 feet and parallel with the north line of said land of the New York, Lackawanna & Western Railway Company, 770 feet; thence continuing westerly and northwesterly along a line curving to the right, tangent to last mentioned curved line and whose radius is 573.7 feet about 885 feet to and tangent to a line parallel with and distant 15 feet easterly from the east line of lands of the South Buffalo Railway Company deeded to it by N. C. Newerf by deed recorded in the Erie County Clerk's Office in Liber 917 of Deeds at page 174; thence northerly along said parallel line, 250 feet; thence northwesterly along a line curving to the left tangent to last mentioned line and whose radius is 573.7 feet about 50 feet to its intersection with the east boundary line of said lands of the South Buffalo Railway Company and to the point of beginning.

#### **PARCEL 4**

**Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in said City of Buffalo and being part of said Lot Number 16, of said Ogden Gore Tract, bounded and described as follows:

BEGINNING at a point in the north line of lands of the New York, Lackawanna & Western Railway Company conveyed by George Humphrey's et al by deed recorded in the Erie County Clerk's Office in Liber 430 of Deeds at page 37, said point of beginning being where the south line of aforescribed 30 foot strip (being the aforesaid Parcel 3) leaves said north line of the New York, Lackawanna & Western Railway Company's lands; thence westerly along said north line of the north line of the New York, Lackawanna & Western Railway Company's lands as so deeded and as deeded by N. C. Newerf by deed recorded in the Erie County Clerk's Office in Liber 943 of Deeds at page 385, being on a curve to the right with a radius of 4761.2 feet until it intersects with the east line of a portion of the land deeded by N. C. Newerf as aforesaid; thence northwesterly and northerly along last described line until it intersects the east line of land deeded by N. C. Newerf to the South Buffalo Railway Company by deed recorded in the Erie County Clerk's Office in Liber 917 of Deeds at page 174; thence northerly along the east line of lands of the South Buffalo Railway Company until it intersects the southwest line of the 30 foot strip above described (being the aforesaid Parcel 3); thence southeasterly along the southwest and south line of said 30 foot strip to the place of beginning, being all the land lying between said 30 foot strip and the lands of the New York, Lackawanna & Western Railway Company and lands of said South Buffalo Railway Company.

Said parcels Nos. 3 and 4 being parcels marked "Parcel No. 3" and "Parcel No. 4" respectively, upon the map annexed to said mortgage made and executed by New York State Steel Company to Commonwealth Trust Company, dated October 1<sup>st</sup>, 1906, and recorded in the

Erie County Clerk's office in Liber 1030 of Mortgages at page 253 and containing 2.515 acres of land, more or less.

Also, all the right, title and interest of first party to all crossings or rights of way across the lands now or formerly owned by New York, Lackawanna & Western Railway Company.

**PARCEL 5**

**Part of 122.16-1.8.1**

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 16, of the Ogden Gore Tract, bounded and described as follows:

BEGINNING in the boundary line between Lot Number 16 of the Ogden Gore Tract and Lot Number 60, Township 10, Range 8 of the Holland Land Company's Survey, said line being also the south line of lands formerly of New York State Steel Company formerly deeded by Joseph Block to Spencer Kellogg by deed dated August 26, 1905 and recorded in Liber 973 of Deeds page 600, where same is intersected by the south margin of the Buffalo River; thence southeasterly along said boundary line about 570 feet to an angle in the north line of Lot Number 16, said point being also the southeast corner of said Lot Number 60 and the southwest corner of Lot Number 58, Township 10, Range 8; thence southeasterly and a straight line being the southwest line of lands formerly of the New York Steel Company formerly deeded by Block to Kellogg as aforesaid about 105 feet to the north line of lands deeded by Nicholas C. Newerf to Henry W. Sprague by deed dated November 27, 1906 and recorded in the Erie County Clerk's Office in Liber 1028 of Deeds at page 274; thence westerly, northwesterly and northerly along the north and east line of said lands formerly deeded by said Newerf to said Sprague to its

intersection with the south margin of Buffalo River; thence easterly along the south margin of Buffalo River to point of beginning; containing 12.28 acres of land, more or less.

EXCEPTING AND RESERVING from the parcel above described those certain pieces or parcel of land conveyed by James S. Thompson, individually and as Chairman of the Committee of Bondholders of said New York Steel Company under Agreement dated the 1<sup>st</sup> day of July, 1913 and Geneva S. Thompson, his wife, to the City of Buffalo by deed dated the 21<sup>st</sup> day of September 1915 and recorded in the Office of the Clerk of the County of Erie, State of New York on the 19<sup>th</sup> day of October, 1915 in Liber 706 of Deeds at page 221.

#### **PARCEL 6**

##### **Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT RIGHT, TITLE AND INTEREST of the party of the first part in and to those certain premises described in and conveyed by a certain deed made by the City of Buffalo to the said James S. Thompson as Chairman of the Committee of Bondholders of the New York State Steel Company under Agreement dated the 1<sup>st</sup> day of July, 1913, which said deed is dated the 21<sup>st</sup> day of September, 1915 and recorded in the Office of the Clerk of the County of Erie, State of New York in Liber 1295 of Deeds at page 439 on the 19<sup>th</sup> day of October, 1915.

#### **PARCEL 7**

##### **Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 58, Township 10, Range 8 of the Buffalo Creek Reservation Lovejoy and Emslie Survey and part of Lot Number 16 of the Ogden Gore Tract and particularly bounded and described as follows:

BEGINNING at a point in the southerly line of lands conveyed to the New York, Lackawanna & Western Railway Company by Richard Evans by deed dated February 18, 1882, said point being located 352 feet westerly from the east line of said Lot Number 58 and measured along a line parallel to and distant 49 ½ feet southwesterly at right angles from the center line of the New York, Lackawanna & Western Railway; thence south 7° 16' east along the westerly line of lands conveyed to the said New York, Lackawanna & Western Railway Company by the said Richard Evans by deed dated January 6, 1883 about 755 feet to a point, distant 150 feet northerly measured at right angles from the center line of the New York, Lackawanna & Western Railway Company's so-called "Beach Line"; thence northeasterly about 40 feet to a point distant 170 feet northerly measured at right angles from the center line of said "Beach Line" said point being also distant 26 feet easterly measured at right angles from the westerly line of lands conveyed to said Railway Company by said Richard Evans by deed dated January 6, 1883, thence northerly about 652 feet to a point distant 40 ½ feet easterly measured at right angles from the aforesaid westerly line of lands conveyed to said Railway Company by said Richard Evans by deed dated January 6, 1883, and point being also distant 75 feet southwesterly measured at right angles from the center line of The New York Lackawanna & Western Railway Company's main line; thence northwesterly about 82 feet to the point of beginning.

#### **PARCEL 8**

##### **Part of 122.16-1-8.1**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 16, of the Ogden Gore Tract, bounded and described as follows:

BEGINNING at a point near the Buffalo River on the easterly line of lands conveyed by Nicholas C. Newerf to the South Buffalo Railway Company by deed dated September 5, 1900 and recorded in the Erie County Clerk's Office in Liber 917 of Deeds at page 174, which point is the point of intersection of the extreme northerly line of lands deeded by said Nicholas C. Newerf to Spencer Kellogg by deed dated November 10, 1905 and recorded in the Erie County Clerk's Office in Liber 1017 of Deeds at page 615 with said easterly line of said lands so conveyed to said South Buffalo Railway Company; running thence southerly and easterly along the easterly and northerly line of said line so conveyed by said Nicholas C. Newerf to said Spencer Kellogg and along the entire strip of land so deeded to said Spencer Kellogg 2000 feet more or less to the easterly line of lands formerly owned by said Nicholas C. Newerf being the westerly line of lands formerly belonging to the New York State Steel Company; thence northerly along said westerly line of said lands formerly belonging to said New York State Steel Company to a point where said line will be intersected by a line parallel with and distant 50 feet northerly measuring at right angles from the northerly line of said lands so conveyed to said Spencer Kellogg; thence westerly and northerly on a line 50 feet distant (measuring at right angles) from and parallel with said northerly line of said lands so conveyed to said Spencer Kellogg 2000 feet more or less to a point in said easterly line of said lands so conveyed to the South Buffalo Railway Company or on the last aforesaid line extended northerly, which point is distant 120 feet northerly from the point of beginning measuring along said easterly line of said lands so conveyed to said South Buffalo Railway Company or along the same extended; thence southerly along said easterly line of said lands so conveyed to said South Buffalo Railway Company or the same extended 120 feet to the point of beginning; containing 2.384 acres of land, more or less.

**PARCEL 9**

**Part of 122.20-1-3.1**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Numbers 57 and 58, Township 10, Range 8 of the Buffalo Creek Reservation and more particularly bounded and described as follows:

BEGINNING at the point of intersection of the southwesterly line of Abbotts Corners Road with the southeasterly line of "Parcel 1" hereinabove described; running thence southeasterly along the said southwesterly line of said Abbotts Corners Road to the point of intersection thereof with the westerly line of lands now owned or occupied by the Delaware, Lackawanna and Western Railroad Company, said point of intersection being the northeasterly corner of Subdivision Lot Number 1 according to a map and plan of subdivision of part of said Farm Lot Number 57 made by Richard Johnson surveyor and filed in the Office of the Clerk of the said County of Erie under Cover of Maps 341; running thence southerly along the westerly line of the said lands so owned or occupied by the said Delaware, Lackawanna and Western Railroad Company and along the said easterly line of said Subdivision Lot Number 1 to the southeasterly corner of said Subdivision Lot Number 1; running thence westerly along the southerly line of the property of the Donner Steel Company, said southerly line being the northerly line of lands now or formerly owned or occupied by the said Delaware, Lackawanna and Western Railroad Company to the point of intersection of the said northerly line with the said southeasterly line of the said "Parcel 1" hereinabove described and running thence northeasterly along the said southeasterly line of said "Parcel 1" to the said southwesterly line of Abbotts Corners Road at the point of beginning.

Parcels 1 through 9 BEING parcels 1 through 8 and parcel 10 conveyed by Donner Steel Company, Inc. to Republic Steel Corporation by deed dated April 8, 1930, and recorded in Erie County Clerk's Office on April 11, 1930, in Liber 2092 of Deeds at Page 481.

**PARCEL 10**

**Part of 122.16-1-8.1 and 8.1/A**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Numbers 57, 58 and 60, Township 10, Range 8 of the Buffalo Creek Reservation and part of Lot Number 16 of the Gore Tract, more particularly described according to a plan of survey No. A-3200 made by Trautman Associates entitled "Survey of Lands: Consolidated Rail Corporation to Republic Steel Corporation", dated December 23, 1976, revised to January 12, 1977, (Grantor's Case Plan No. 65069), described as follows.

BEGINNING at a point in the most southerly corner of land described in a conveyance to Republic Steel Corporation by deed dated March 11, 1959 and recorded in Erie County Clerk's Office in Liber 6419 of Deeds at page 470; thence northerly along lands so conveyed to said Steel Corp. on a curve to the left concentric with 30 feet measured westerly from and radially to said center line of the tract of the west leg of Abbott Road Yard Wye of the Consolidated Rail Corporation (formerly Delaware, Lackawanna and Western Railroad Company) 659.32 feet more or less to a point, said point being the southeasterly terminus of the firstly described course in the above mentioned conveyance; thence northwesterly thereon 60 feet to a point, said point being 75 feet measured southwesterly from and radially to the original center line of the railroad of the Consolidated Rail Corporation (formerly Delaware, Lackawanna and Western Railroad Company) opposite D.L. & W Survey Station 21522+23; thence northwesterly 88 feet to a point

in the southerly line of a parcel of land first described in a conveyance to New York Lackawanna & Western Railway Co. by deed dated February 18, 1882 and recorded in said Clerk's Office in Liber 430 of Deeds at page 130; thence northwesterly thereon 1522.46 feet to a point in the easterly line of lands taken by the City of Buffalo for the Buffalo River Improvement; thence northeasterly along in the bounds of said Improvement 99 feet more or less to a point in the northerly line of the herein above mentioned conveyance to said New York, Lackawanna & Western Railway Co.; thence southeasterly thereon 1492.27 feet to a point; thence on a curve to the left and continuing in part along the last mentioned conveyance 884.94 feet to a point; thence southwesterly along a radial line of the previous curved course a distance of 99 feet to a point; thence southwesterly at an interior angle of  $111^{\circ} 23' 58''$  turned from the last mentioned course a distance of 385.72 feet to a point; thence continuing southwesterly through lands of Erie-Lackawanna Railroad Company a distance of 520.38 feet more or less to the point of beginning; containing 9.314 acres of land, more or less.

Parcel 10 BEING the same premises conveyed by Consolidated Rail Corporation to Republic Steel Corporation by deed dated April 2, 1979, and recorded in the Erie County Clerk's Office on April 26, 1979 in Liber 8777 of Deeds at page 519.

#### **PARCEL 11**

##### **Part of 122.20-1-3.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, described as follows;

BEGINNING at a point in the southerly line of South Park Avenue (formerly Abbott Road) 272.53 feet measured northwesterly along the same from the corner formed by the intersection of said line of South Park Avenue and the westerly line of New Abbey Street, where

said line of South Park Avenue is intersected by the westerly line of the first parcel described in a deed dated October 10, 1882 made by Sheldon Collins, his wife, to New York, Lackawanna & Western Railway Company recorded in Erie County Clerk's Office on December 1, 1882 in Liber 436 of Deeds at page 262; thence southeasterly along said line of South Park Avenue 148 feet to a point 56 feet measured northwesterly from and radially to the original center line of the railroad of the Delaware, Lackawanna and Western Railroad Company at Survey Station 21509+49; thence southwesterly 160 feet more or less to a point in said westerly line of the first parcel described in said deed recorded in the Erie County Clerk's Office in Liber 436 of Deeds at page 262, 49.5 feet measured northwesterly from and radially to said centerline at survey station 21511+16; thence northeasterly along said westerly line of first parcel described in said deed recorded in the Erie County Clerk's Office in Liber 436 of Deeds at page 262, 148 feet more or less to the point of beginning; containing 9,961 square feet of land, more or less.

BEING the same premises conveyed by Delaware, Lackawanna and Western Railroad Company to Republic Steel Corporation by deed dated July 26, 1955, and recorded in the Erie County Clerk's Office on August 18, 1955 in Liber 5814 of Deeds at page 42.

## **PARCEL 12**

### **Part of 122.20-1-23.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Numbers 58 and 60, Township 10, Range 8 of the Holland Land Company's Survey and also part of Lot Number 16 of the original Ogden Gore Tract, bounded and described as follows:

BEGINNING at the intersection of courses 3 and 4 of deed dated September 19, 1902 from Nicolas G. Newerf to the New York, Lackawanna and Western Railway Company (Now

Erie Lackawanna Railway Company) recorded in Book 943 Page 385 of Erie County Deed Records, said intersection point also being 150 feet northwesterly by radial measurement from original center line of aforesaid former New York, Lackawanna and Western Railway Company at Chaining Station 21542+81 more or less:

1. Thence northeasterly along the division line between lands of Republic Steel Corporation on the north and lands of Erie Lackawanna Railway Company on the south, along a curve to the left having a radius of 4761.15 feet an arc distance of 1773.41 feet to a point and whose chord bears north  $80^{\circ} 02' 36''$  east for the distance of 1763.18 feet;
2. Thence south  $20^{\circ} 37' 39''$  east on a radial line 6 feet to a point in the southerly line of parcel now or formerly leased to the Republic Steel Corporation;
3. Thence southwesterly along aforesaid southerly line of the parcel now or formerly leased to Republic Steel Corporation along a curve to the right having a radius of 4767.15 feet an arc distance of 285.00 feet to a point and whose chord bears south  $71^{\circ} 05' 06''$  for a distance of 284.95 feet;
4. Thence south  $71^{\circ} 15' 58''$  west along the aforesaid southerly line of the parcel now or formerly leased to the Republic Steel Corporation a distance of 172.06 feet to a point in the center line projected southerly Column Line "A" in the open hearth building of Republic Steel Corporation;
5. Thence due south along aforesaid southerly projection of the center line of Column Line "A" 39.90 feet to a point;
6. Thence south  $79^{\circ} 36'$  west 745.51 feet to a point;
7. Thence south  $70^{\circ} 08' 26''$  west 171.82 feet to a point of curve;

8. Thence southwesterly on a curve to the right having a radius of 625.5 feet an arc distance of 134.18 feet to a point of compound curve and whose chord bears south  $85^{\circ} 17' 10''$  west for a distance of 133.93 feet;
9. Thence northwesterly continuing on a curve and to the right having a radius of 445.85 feet an arc distance of 213.99 feet to a point of tangency and whose chord bears north  $74^{\circ} 49' 07''$  west for a distance of 211.94 feet;
10. Thence north  $61^{\circ} 04' 07''$  west along a straight line 23.46 feet to a point of curve;
11. Thence northwesterly on a curve to the right having a radius of 424.68 feet an arc distance of 192.00 feet to point of compound curve and whose chord bears north  $48^{\circ} 07'$  west for a distance of 190.38 feet;
12. Thence northwesterly continuing on a curve to the right having a radius of 293.82 feet an arc distance of 74.16 feet to a point and whose chord bears north  $27^{\circ} 56' 03''$  west for a distance of 73.97 feet;
13. Thence north  $06^{\circ} 06' 04''$  west 88.52 feet to a point in the aforesaid division line between lands of Republic Steel Corporation on the north and lands of Erie, Lackawanna Railway Company on the south;
14. Thence southeasterly on the last mentioned division line along a curve to the left having a radius of 433.33 feet an arc distance of 255.00 feet to the point of beginning and whose chord bears south  $29^{\circ} 58' 54''$  east for a distance of 251.34 feet.

Containing 2.923 acres of land, more or less.

BEING the same premises conveyed by Erie-Lackawanna Railway Company to Republic Steel Corporation by deed dated June 4, 1969, and recorded in the Erie County Clerk's Office on August 29, 1969 in Liber 7622 of Deeds at page 649.

## PARCEL 13

### Part of 122.16-1-8.1 and 8.1/A

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND and premises, hereinafter particularly described, situate, lying and being in the City of Buffalo, County of Erie and State of New York, bounded and described as follows:

BEGINNING at the intersection of the lines of the third and fourth courses described in a deed made January 16, 1906 between The New York Lackawanna and Western Railway Company and Spencer Kellogg recorded in the Erie County Clerk's Office on March 8, 1906 in Liber 1038 of Deeds at page 171, 75 feet measured southwesterly from and radially to the original center line of the railroad of The Delaware, Lackawanna and Western Railroad Company opposite Survey Station 21522+23;

1. Thence southeasterly 60 feet to a point 30 feet measured southwesterly from and at right angles to the center line of the track of the west leg of the Abbott Road Yard Wye of the Delaware, Lackawanna and Western Railroad Company;
2. Thence southerly on a curve to the right concentric with and 30 feet measured westerly from and radially to said center line of track of said west leg of said Wye 640 feet more or less to a point in said line of said third course described in said deed recorded in Liber 1038 of Deeds at page 171;
3. Thence northerly along a portion of said last mentioned line 645 feet more or less to the point of beginning.

Containing 1.269 acres of land, more or less.

BEING the same premises conveyed by the Delaware, Lackawanna and Western Railroad Company to Republic Steel Corporation by deed dated March 11, 1959, and recorded in the Erie County Clerk's Office on May 7, 1959 in Liber 6419 of Deeds at page 470.

**PARCEL 14**

**132.08-1-6 and 6A**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being parts of Lots 55 and 56, Township 10, Range 8 of the Buffalo Creek Reservation and further distinguished as Subdivision Lot Number 2, Block Number 1 according to a map and survey made by Thomas Rogers, Civil Engineers, and filed in the Erie County Clerk's Office June 3, 1897 under cover Number 615, except the northerly 10 feet of said Lot and being 26 feet front and rear by 110 feet in depth on South Park Avenue (formerly Abbott Road), north side, 27 feet east of Bertha Street.

BEING the same premises conveyed by Vincent J. Muffoletto, Referee, to Republic Steel Corporation by deed dated June 29, 1977, and recorded in the Erie County Clerk's Office on July 5, 1977 in Liber 8527 of Deeds at page 299.

### **AREA III**

#### **PARCEL "A"**

##### **Part of 132.08-1-7**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Numbers 16 and 17 of the Ogden Gore Tract, bounded and described as follows:

BEGINNING at the point of intersection of the center line of Bell Street, as formerly laid out, and the westerly line of Abby Street; thence southwardly along said westerly line of Abby Street 541 feet to a point; thence westwardly at right angles to said westerly line of Abby Street 222.06 feet; thence westwardly and parallel with the center line of Bell Street, as formerly laid out, 1563.21 feet to a point in the easterly line of the right of way of Buffalo, Rochester and Pittsburgh Railway Company; thence northwardly along the easterly line of the right of way of Buffalo, Rochester and Pittsburgh Railway Company 112 feet to a point; thence westwardly and parallel with said center line of Bell Street 107 feet to a point in the easterly line of the right of way of South Buffalo Railway Company; thence northwardly along said last mentioned easterly line 142 feet to a point in the line of lands now or formerly of Donner-Union Coke Corporation; thence along said land the following three courses and distances:

1. Eastwardly and at right angles to said last mentioned easterly line of the right of way of South Buffalo Railway Company 47.3 feet to a point;
2. Thence northwardly by a curve to the right with a radius of 360.7 feet a distance of 480.73 feet to a point;
3. Northwardly at right angles to said center line of Bell Street 14.5 feet to a point in the center line of Bell Street, as formerly laid out;

thence along said center line and an extension thereof and also along lands now or formerly of Donner-Union Coke Corporation eastwardly 1711.5 feet to said westerly line of Abby Street; thence along said westerly line southwardly 121.15 feet to the place of beginning.

BEING parcel A conveyed by Bethlehem Steel Corporation to Republic Steel Corporation by deed dated June 24, 1968, and recorded in Erie County Clerk's Office on June 27, 1968, in Liber 7482 of Deeds at Page 400.

**(Parcel B) Part of 132.08-1-7**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 17 of the Ogden Gore Tract, bounded and described as follows:

BEGINNING at a point in the westerly line of Abby Street, distant 541 feet southerly from its intersection with the center line of Bell Street, as originally laid out, said point of beginning being the southeasterly corner of lands conveyed to Bethlehem Iron & Steel Corporation by Irene Krull by deed dated September 23, 1926 and recorded in the Erie County Clerk's Office on September 29, 1926, in Liber 1905 of Deeds at page 534; running thence southerly along the westerly line of Abby Street 383.30 feet to the southerly line of lands conveyed by Frederick Brown to Nicholas Newerf and William H. Newerf by deed dated April 19, 1887 and recorded in the Erie County Clerk's Office on April 22, 1887 in Liber 526 of Deeds at page 107; running thence westerly and along the southerly line of Newerf's lands, as above mentioned, 1633.32 feet to the easterly line of lands conveyed to Buffalo, Rochester and Pittsburgh Railway Co. by Irene Krull by deed dated June 8, 1917 and recorded in the Erie County Clerk's Office on June 22, 1917 in Liber 1364 of Deeds at page 540; running thence

northerly and along the easterly line of lands conveyed to the Buffalo, Rochester and Pittsburgh Railway Co., as aforesaid, 433.29 feet to the southwesterly corner of lands conveyed to Bethlehem Iron & Steel Corporation, as above mentioned; running thence easterly and along the southerly line of Bethlehem Iron & Steel Corporation's lands, as aforesaid, 1561.33 feet to a point where a line drawn through the place of beginning and at right angles to the westerly line of Abby Street will intersect the same and running thence easterly and along the said right angle line 226.06 feet to the westerly line of Abby Street at the place of beginning; containing 16.9525 acres of land, more or less.

BEING parcel B conveyed by Bethlehem Steel Corporation to Republic Steel Corporation by deed dated June 24, 1968, and recorded in Erie County Clerk's Office on June 27, 1968, in Liber 7482 of Deeds at Page 400.

**EXHIBIT "B"**

**Legal Description of  
Marilla Street Landfill**

**MARILLA STREET**

**PARCEL "1"**

**132.20-1-9**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the Fourth Ward in the City of Buffalo, County of Erie and State of New York, being part of Lot 18 of the Ogden Gore Tract, so called, and part of Lot 43 of the Buffalo Creek Indian Reservation, bounded and described as follows, viz:

BEGINNING at a point in the middle line of Marilla Street at a corner of land of other owners in Lot 18 of the Ogden Gore Tract and at the distance of 87.5 feet measured eastwardly and at right angles from a point in the line dividing land of the New York, Chicago and St. Louis Railroad Company on the west from land of the Western New York and Pennsylvania Railway Company on the east, said beginning point being also at the distance of 99.17 feet measured south  $85^{\circ} 9'$  east along the prolongation westwardly of said middle line of Marilla Street from a point in the line established as the center line of the main track of railroad of the Western New York and Pennsylvania Railway Company known as the Chautauqua Branch, said last-mentioned point being at the distance of 1629.5 feet measured north  $17^{\circ} 9'$  west along said center line of the main track of railroad, Chautauqua Branch, from another point therein, opposite said Railway Company's Mile Post 5.

EXTENDING from said beginning point the following 4 courses and distances:

1. South  $85^{\circ} 9'$  east along said middle line of Marilla Street, being along a southerly line of land of other owners crossing the line dividing Lot 18 in the Ogden Gore Tract on the west from the Buffalo Creek Indian Reservation on the east, passing through a point common to the northwesterly corner of Lot 43 and common to the southwesterly corner

of Lot 44, both in said Buffalo Creek Indian Reservation, and along the line dividing Lot 43 on the south from Lot 44 on the north, both in said Buffalo Creek Indian Reservation, 273.58 feet to the point of meeting with the westerly line of land of the South Buffalo Railway Company, distant 79.79 measured north  $85^{\circ} 9'$  west along said middle line of Marilla Street which is coincident with said line dividing Lot 43 on the south from Lot 44 on the north from a point in the line established as the center line of railroad of the South Buffalo Railway Company and making an angle of  $68^{\circ} 2'$  therewith as measured from the westward towards the northward; the following 2 courses and distances being along said westerly line of the South Buffalo Railway Company.

2. South  $17^{\circ} 9'$  east crossing the southerly line of said Marilla Street 283 feet to a point;
3. Southwardly having said last-described course as a tangent on a curve to the right having a radius of 438.39 feet an arc length of 496.68 feet to a point at a corner of said last-mentioned land, said second course being along a line parallel with and distant westerly 74 feet at right angles from the center line of the South Buffalo Railway Company and said third course being along a line concentric with and distant westerly 74 feet radially from the center line of the South Buffalo Railway Company
4. North  $17^{\circ} 9'$  west by land of the Western New York and Pennsylvania Railway Company on a line parallel with and distant 87.5 feet measured eastwardly and at right angles from said line dividing land of the New York, Chicago and St. Louis Railroad Company on the west from land of the Western New York and Pennsylvania Railway Company on the east, recrossing said line dividing the Buffalo Creek Indian Reservation on the south from the Ogden Gore Tract on the north, being the line dividing Lot 43 in the Buffalo Creek Indian Reservation on the south from Lot 18 in the Ogden Gore Tract on the north, at

location recrossing said southerly line of Marilla Street at the westerly extremity thereof 782.9 feet to the place of beginning; containing 3.61 acres of land, more or less.

BEING part of the premises which The Stuyvesant Real Estate Company, by deed dated June 1, 1931 and recorded in the Office of the Clerk of the County of Erie, New York in Liber 2166 of Deeds at page 441, granted and conveyed unto the said Western New York and Pennsylvania Railway Company in fee and part of the premises which Franklin D. Locke and wife, by deed dated December 22, 1884 and recorded in the said Clerk's Office in Liber 470 of Deeds at page 434 granted and conveyed unto The Union Terminal Railroad Company of the City of Buffalo in fee and by agreement dated November 2, 1916, a certificate of which was filed in the Office of the Secretary of State of the State of New York November 12, 1917, all the property rights and franchises of The Union Terminal Railroad Company of the City of Buffalo were acquired by the said Western New York and Pennsylvania Railway Company.

BEING the same premises conveyed by Western New York and Pennsylvania Railway Company to Republic Steel Corporation by deed dated November 2, 1945, and recorded in the Erie County Clerk's Office on November 23, 1945 in Liber 3797 of Deeds at page 508.

#### **PARCEL "2"**

##### **133.17-1-6 and 133.17-1-9**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot 42, Township 10, Range 8 of the Holland Land Company' Survey, bounded and described as follows:

BEGINNING in the north line of said Lot 42 at the point of intersection of the southwesterly line of lands conveyed to the Rochester and Pittsburgh Railroad Company; running thence westerly and along the north line of said Lot 42 – 2251.63 feet to the northeast

line of lands conveyed to The Union Terminal Railroad Company; thence southeasterly and along the northeast line of said Union Terminal Railroad Company's lands about 1175 feet to the south line of said Lot 42; thence easterly and along the south line of said Lot 42 – 3076.43 feet to the southwest line of lands owned by the Rochester and Pittsburgh Railroad Company; thence northwesterly and along the southwest line of the said Rochester and Pittsburgh Railroad Company's lands about 1610 feet to the north line of said Lot 42 to the point or place of beginning; containing 65.42 acres of land, more or less.

**Part of 133.17-1-1**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, known and distinguished as Subdivisions Lots 25, 27, 29 and so much of Lot 31 lying east of the right of way of the South Buffalo Railway Company as conveyed by the deed dated November 5, 1903 and recorded in the Erie County Clerk's Office in Liber 984 of Deeds at page 412 on the 11<sup>th</sup> day of April 1904, as such subdivision lots are shown on a subdivision map of part of Lot 43, Township 10 Range 8 of the Holland Land Company's Survey and recorded in the Erie County Clerk's Office in Liber 125 of Deeds at page 332, more particularly bounded and described as follows:

BEGINNING at a point in the north line of said Lot 43 at the distance of 42 chains 37 links westerly from the northeast corner thereof and said commencing point being the northeast corner of said Subdivision Lot 25; running thence south – southerly and parallel with the east line of said Lot 43 – 13 chains 22 links to the south line of said Lot 43; thence westerly along said line of Lot 43 to the intersection of said line of Lot 43 with the easterly bounds of the said right of way of the South Buffalo Railway Company; thence running northeasterly and northwesterly along the east bounds of the said right of way of the South Buffalo Railway

Company to a point in the north line of said Lot 43 where the same is intersected by the easterly bounds of the right of way of said South Buffalo Railway Company and thence easterly along the north line of said lot 43 to the point or place of beginning.

EXCEPTING and reserving therefrom all that certain tract, piece or parcel of land taken and acquired by the City of Buffalo pursuant to Chapter 557 of the Laws of 1887 by an Order of the Superior Court of Buffalo dated April 3, 1891 and recorded May 6, 1891 in the Erie County Clerk's Office in Liber 609 of Deeds at page 374.

ALSO excepting and reserving therefrom all the certain tract, piece or parcel of land taken or acquired by the City of Buffalo pursuant to an Order of the Supreme Court Erie County dated October 23, 1903 and recorded October 24, 1903 in the Erie County Clerk's Office in Liber 981 of Deeds at page 238.

ALSO excepting and reserving therefrom all that certain tract, piece or parcel of land conveyed to the South Buffalo Railroad Company by Henry K. Kirkover and Emma J. Kirkover, his wife, and Henry Koons, a bachelor, by deed dated November 5, 1903 and recorded on April 11, 1904 in the Erie County Clerk's Office in Liber 984 of Deeds at page 412.

ALSO excepting and reserving therefrom all that certain tract, piece or parcel of land conveyed to the City of Buffalo by Henry K. Kirkover and Emma J. Kirkover, his wife, by deed dated December 29, 1904 and recorded January 27, 1905 in the Erie County Clerk's Office in Liber 1005 of Deeds at page 369.

ALSO excepting the fee of the lands within the limits of Marilla Street, as now laid out.

BEING parcel 12 conveyed by Donner Steel Company, Inc. to Republic Steel Corporation by deed dated April 8, 1930, and recorded in the Erie County Clerk's Office on April 11, 1930, in Liber 2092 of Deeds at Page 481.

**Part of 133.17-1-1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, Erie County, New York, being a part of Lot Number 43, of the Buffalo Creek Indian Reservation, bounded and described as follows:

BEGINNING at a point in the center line of Marilla Street, distant 92.73 feet eastwardly from its intersection with the center line of South Buffalo Railway Company as originally laid out, said point of beginning being the northeast corner of lands conveyed by Henry D. Kirkover and deeded to South Buffalo Railway Company by quit claim deed dated November 5<sup>th</sup>, 1903 and recorded in the Erie County's Office on April 11, 1904 in Liber 984 at page 412; thence continuing along the present right of way line of South Buffalo Railway Company south 20° 27' east 630.24 feet to a point; thence south 48° 37' west 417.18 feet to a point; thence north 25° 36' 20" west 67.71 feet to a point; thence along a curved line running east and north, said line being parallel with and distant 21 feet from the center line of the main line of the railway of South Buffalo Railway Company, said curve having a radius of 533.38 feet and a length of arc of 629.96 feet to a point; thence continuing parallel with and 21 feet distant from the center line of aforementioned main line north 20° 27' west 211.68 feet to a point; thence north 76° 52' 29" east 47.69 feet to a point; thence north 20° 27' west 20 feet to a point in the center line of Marilla Street, said point being 73.64 feet eastwardly from the intersection of the center line of said main line and center line of Marilla Street; thence along said center line of Marilla Street south 88° 29' east 19.09 feet to the point of beginning, containing in all 2.031 acres more or less.

**133.13-1-8**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots 17 and 18 of the Ogden Gore Tract and part of

Subdivision Lots 26, 28, 30, and 32 of Great Lot 44 of the Buffalo Creek Indian Reservation as set forth on a subdivision map in Liber 125 of Deeds at page 332 in the Erie County Clerk's Office and more particularly described as follows:

BEGINNING at a point of intersection of the center line of Marilla Street with the westerly line of Subdivision Lot 24; thence northerly along the westerly line of Subdivision Lot 24, 93.75 feet to the southerly line of lands deeded to the Buffalo, Rochester & Pittsburgh Railroad by Rufus L. Howard by deed dated October 31<sup>st</sup>, 1883; thence northwesterly along the southerly line of land of the Buffalo, Rochester & Pittsburg Railroad about 1810.61 feet to the easterly line of land conveyed by the Estate of Rufus L. Howard to the South Buffalo Railroad Company by deed dated September 15, 1900; thence southerly along the easterly line of land of the South Buffalo Railroad Company and a prolongation southerly thereof, 1341.59 feet to the center line of Marilla Street; thence easterly along center line of Marilla Street, a distance of about 897.45 feet to the southwest corner of Subdivision Lot 24 at the point or place of beginning.

SAID premises being further described as Block D on a certain map or survey made for Howard & Randall by George C. Diehl, Civil Engineer, and filed in the Erie County Clerk's Office under date of March 11, 1918 under Cover 1006, containing 14.33 acres of land, be the same more or less.

BEING parcel 9 conveyed by Donner Steel Company, Inc. to Republic Steel Corporation by deed dated April 8, 1930, and recorded in Erie County Clerk's Office on April 11, 1930, in Liber 2092 of Deeds at Page 481.

**PARCEL "3"**

**(Parcel 1) – 132.16-1-9**

ALL those 3 certain lots of pieces of land, situate, lying and being in the City of Buffalo, County of Erie, State of New York, bounded and described as follows:

BEGINNING at a point at the intersection of the northerly line of Marilla Street with the easterly line of lands as conveyed to Franklin D. Locke, Trustee, by Rufus L. Howard and wife, and now owned or occupied by the Western New York and Pennsylvania Railroad Company; thence northwardly along said easterly line at an interior angle of  $112^{\circ} 0' 20''$  with said northerly line of Marilla Street 1852.16 feet, more or less, to a point; thence along the westerly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Rufus L. Howard and Maria, his wife, by deed dated October 10, 1882 and recorded in the Office of the Clerk of the County of Erie in Liber 446 of Deeds at page 2, the following 2 courses and distances:

1. Easterly at an interior angle of  $106^{\circ} 08'$  - 87.22 feet and southwardly by a curve to the left with a radius of 1966.58 feet, a distance of 373.26 feet to a point distant 108 feet westwardly at right angles to the center line of the South Buffalo Railway Company main line;
2. Thence southwardly parallel and distant 108 feet from said center line 1617.98 feet, more or less, to a point on the said northerly line of Marilla Street; thence westwardly along said northerly line at an interior angle of  $68^{\circ} 2'$  - 236.36 feet to the place of beginning.

Containing 9.106 acres of land, more or less.

**(Parcel 2) – Part of 132.12-1-7.1**

BEGINNING at a point at the intersection of the southerly line of Tifft Street with the easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Rufus L. Howard and Maria, his wife, by deed dated October 10, 1882 and recorded in the

Office of the Erie County Clerk in Liber 446 of Deeds at page 2; thence eastwardly along said southerly line of Tifft Street 189.77 feet to a point, distant 26.23 feet westwardly at right angles to the center line of the South Buffalo Railway Company main line; thence southwardly at an interior angle of  $88^{\circ} 23' 22''$  with said southerly line of Tifft Street 1286 feet, more or less, to a point, distant 62 feet westwardly at right angles to the said center line of said South Buffalo Railway Company main line; thence northwardly along the said easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by said deed dated October 10, 1882 to the place of beginning; containing 4.174 acres of land, more or less.

**(Parcel 3) – Part of 132.12-1-7.1**

BEGINNING at a point at the intersection of the center line of the Tifft Street with the easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Fred B. Curtis and Harriet N., his wife, by deed dated September 18, 1882 and recorded in the Office of the Clerk of the County of Erie in Liber 446 of Deeds at page 27; thence along said right of way line the following 2 courses and distance:

1. Northwardly 660 feet to a point and eastwardly and parallel to Tifft Street 150 feet to a point; thence along a line of land of the South Buffalo Railway Company southwardly and parallel to said easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by said deed dated September 18, 1882 – 660 feet to a point in said center line of Tifft Street;
2. Thence westwardly along said center line 150 feet to the place of beginning.

Containing 2.273 acres of land, more or less.

Parcel 3 BEING parcels 1 through 3 conveyed by Bethlehem Steel Company to Republic Steel Corporation by deed dated March 29, 1945, and recorded in Erie County Clerk's Office on September 4, 1945, in Liber 3756 of Deeds at Page 183.

**PARCEL "4"**

**(Tract One) – 132.16-1-11.2**

THE TRACT OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 44, Township 10 North, Range 8 West, of the Buffalo Creek Indian Reservation and parts of Lots 17 and 18 of the Ogden Gore, bounded and described as follows:

BEGINNING at a TRUE POINT OF BEGINNING determined as follows:

BEGINNING at the intersection of the center line of the right of way of Marilla Street, a street 49.50 feet in width with the easterly line of land now or formerly of Norfolk and Western Railroad Company; thence along said center line of Marilla Street south  $88^{\circ} 40' 22''$  east 445.87 feet; thence north  $20^{\circ} 27' 00''$  west, 26.65 feet to the northerly line of said right of way of Marilla Street, a southwesterly corner of a tract of land of the grantor, said TRUE POINT OF BEGINNING; thence along said northerly line of right of way of Marilla Street north  $88^{\circ} 40' 22''$  west, 209.51 feet to southeasterly corner of another tract of land of the grantor; thence along said last-mentioned tract of land north  $20^{\circ} 27' 00''$  west, 1617.98 feet to the southwesterly line of a tract of land now or formerly of the Baltimore and Ohio Railroad Company; thence along said last-mentioned tract of land the following 2 courses and distances:

1. Southeastwardly by a curve to the left the radius of which is 1966.58 feet and the chord of which bears south  $48^{\circ} 05' 19''$  east 55.25 feet an arc distance of 55.25 feet; and
2. South  $48^{\circ} 53' 36''$  east 354.68 feet to a northwesterly corner of the first above-mentioned tract of land of the grantor; thence along said last-mentioned tract of land south  $20^{\circ} 27' 00''$

east 232.56 feet to a corner of a tract of land now or formerly of Buffalo Sintering Corporation; thence along said last-mentioned tract of land, the following 4 courses and distances:

1. South 20° 27' 00" east 85.00 feet;
2. South 69° 33' 00" west, 50.00 feet;
3. South 20° 27' 00" East, 430.00 feet and
4. North 69° 33' 00" east 50.00 feet; thence partly along said last mentioned tract of land and partly along the first above-mentioned tract of land of the grantor south 20° 27' 00" east 587.33 feet to the said TRUE POINT OF BEGINNING.

**(Tract Two) – 132.20-1-2.2**

THE TRACT OF LAND, situate in the City of Buffalo, Erie County, New York, being parts of Lots 42 and 43, Township 10 North, Range 8 West of the Buffalo Creek Indian Reservation, that is bounded and described as follows:

BEGINNING at a TRUE POINT OF BEGINNING determined as follows:

BEGINNING at the intersection of the center line of the right of way of Marilla Street, a street 49.50 feet in width with the easterly line of land now or formerly of Norfolk and Western Railroad Company; thence along said center line of Marilla Street south 88° 40' 22" east 426.78 feet to a northwesterly corner of a tract of land of the grantor, said TRUE POINT OF BEGINNING; thence in and through said Marilla Street the following 2 courses and distances:

1. South 20° 27' 00" east 20 feet;
2. South 84° 03' 32" west 48.83 feet to the southerly line of said right of way of Marilla Street; thence the following 4 courses and distances:
  1. South 20° 27' 00" east 218.39 feet;

2. Southwestwardly by a curve to the right the radius of which is 533.39 feet and the chord of which bears south  $13^{\circ} 00' 51''$  west 588.24 feet, an arc distance of 623.06 feet;
3. South  $20^{\circ} 27' 00''$  east 70 feet; and
4. South  $48^{\circ} 30' 23''$  west 52.19 feet to the easterly line of a tract of land now or formerly of Norfolk and Western Railroad Company; thence along said last-mentioned tract of land the following 3 courses and distances:
  1. North  $20^{\circ} 27' 00''$  west 28.70 feet;
  2. South  $86^{\circ} 29' 08''$  east 26.29 feet;
  3. North  $20^{\circ} 27' 00''$  west 163.69 feet to a southwesterly corner of another tract of land of the grantor; thence along said last-mentioned tract of land the following 2 courses and distances:
    1. Northeastwardly by a curve to the left the radius of which is 438.39 feet and the chord of which bears north  $12^{\circ} 07' 02''$  east 471.96 feet, an arc distance of 498.37 feet;
    2. North  $20^{\circ} 27' 00''$  west 283 feet to the above-mentioned center line of Marilla Street; thence along said center line south  $88^{\circ} 40' 22''$  east 153.20 feet to said TRUE POINT OF BEGINNING.

BEING Tract One and Tract Two conveyed by South Buffalo Railway Company to LTV Steel Company, Inc., by deed dated December 7, 1989, and recorded in Erie County Clerk's Office on December 27, 1989, in Liber 10122 of Deeds at Page 58.

**PARCEL "5"**

**132.16-1-13 and 132.16-1-14**

**(Parcel 1)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and state of New York, being part of Lots Nos. 17 and 18 of the Ogden Gore Tract and part of Lot No. 44, Township 10, Range 8 of Holland Land Company's Survey, more particularly bounded and described as follows:

BEGINNING at point in the easterly line of right of way of the South Buffalo Railroad Company, distant along the said easterly line 209 feet southerly from a monument at the point of intersection of the said easterly line with the southwesterly line of the right of way of the Buffalo, Rochester & Pittsburg Railway Company, the said point of beginning being the point of intersection of the said easterly line of said right of way of the South Buffalo Railroad Company with a line drawn parallel with and distant 100 feet southwesterly from the said southwesterly line of the said right of way of the Buffalo, Rochester & Pittsburg Railway Company, measured at right angles thereto; running thence southerly along the said easterly line of the said right of way of the South Buffalo Railroad Company, a distance of 599 feet; running thence easterly at right angles with the said easterly line of the said right of way of the South Buffalo Railroad Company, a distance of 140 feet; running thence northerly on a line parallel with the said easterly line of said right of way of the South Buffalo Railroad Company, a distance of 342.06 feet to the point of intersection of the said parallel line with the said line drawn parallel with and distant 100 feet southwesterly from the said southwesterly line of said right of way of the Buffalo, Rochester & Pittsburg Railway Company measured at right angles thereto; running thence northwesterly along the said line drawn parallel with and distant 100 feet southwesterly from the said southwesterly line of said right of way of the Buffalo, Rochester & Pittsburg Railway Company measured at right angles thereto, a distance of 292.62 feet to the point or place of beginning.

**(Parcel 2)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 44, Township 10, Range 8 of the Holland Land Company's Survey, and more particularly bounded and described as follows:

BEGINNING at a point of intersection of the northerly line of Marilla Street with a line drawn parallel with and distant 10 feet easterly from the easterly line of the right of way of the South Buffalo Railroad Company, measured at right angles thereto; running thence northerly along the said parallel line, a distance of 10 feet; running thence easterly on a line drawn parallel with the said northerly line of Marilla Street, distance of 20 feet; running thence southerly on a line drawn parallel with the said easterly line of said right of way of the Buffalo Railroad Company, a distance of 10 feet to the northerly line of Marilla Street; running thence westerly along the said northerly line of Marilla Street, distance of 20 feet to the point of the point or place of beginning.

**(Parcel 3)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots 17 and 18 of the Ogden Gore Tract and part of Lot 44, Township 10, Range 8 of the Holland Land Company's Survey and more particularly bounded and described as follows:

BEGINNING at a point in the northerly line of Marilla Street where the same is intersected by the easterly line of the right of way of the South Buffalo Railroad Company; running thence northerly along the said easterly line of the said right way of the South Buffalo Railroad Company to the point of intersection of the said easterly line with the southerly line of Parcel 1 hereinabove described; running thence easterly along the said southerly line of said

Parcel 1 hereinabove described, a distance of 10 feet; running thence southerly on a line parallel with the said easterly line of said right of way of the South Buffalo Railway Company to the point of intersection of the said parallel line with said northerly line of Marilla Street; running thence westerly along the said northerly line of Marilla Street about 10 feet to the point or place of beginning.

**(Parcel 4)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot 17 and 18 of the Ogden Gore Tract and being further bounded and described as follows:

BEGINNING at a point in the easterly right of way line of the South Buffalo Railroad Company, said point being southerly along said right of way line 85 feet from intersection of said right of way line with the northerly line of lands conveyed to Buffalo Sintering Corporation by deed recorded in the Erie County Clerk's Office in Liber 1741 of Deeds at page 391; running thence southerly along said right of way line a distance of 430 feet to a point; running thence westerly at right angles to the said right of way line a distance of 50 feet to a point; running thence northerly parallel to and 50 feet distant from right of way line a distance of 430 feet to a point; thence at right angles to the last mentioned line a distance of 50 feet to the point or place of beginning.

Parcel 5 BEING parcels 1 through 4 conveyed by the City of Buffalo to LTV Steel Company, Inc. by deed dated April 14, 1992, and recorded in Erie County Clerk's Office on April 15, 1992, in Liber 10428 of Deeds at Page 163.

**Parcel "5 A"**

**133.17-1-2**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 43, Township 10 and Range 8 of the James Sperry's Survey of the Buffalo Creek Reservation, more particularly bounded and described as follows:

COMMENCING at a point in the southerly line of Marilla Street, distant 372.63 feet westerly from the point of intersection of said southerly line of Marilla Street with the westerly line of Hopkins Street, said point of beginning also being the point of intersection of the said southerly line of Marilla Street and the southwesterly line of a new street conveyed to the City of Buffalo by Elmwood Improvement Company by deed dated the 5<sup>th</sup> day of October, 1917 and recorded in the Office of the Clerk of the County of Erie, New York, in Liber 1368 of Deeds at page 400 on the 30<sup>th</sup> day of October, 1917; running thence west along the southerly line of Marilla Street 75.31 feet to the easterly line of premises now or formerly owned by Republic Steel Corporation; thence south along the east line of the premises now or formerly owned by Republic Steel Corporation 847.77 feet to the south line of said Lot No. 43; thence east along the south line of said Lot No. 43, 375.99 feet to the southwesterly corner of a certain parcel of land appropriated or to be appropriated by the State of New York from Elmwood Improvement Company as shown and described on a map designated as follows: PUBLIC SERVICE COMMISSION OF CASE NO. 8453 HOPKINS STREET AND MARILLA STREET, Grade Crossing Elimination of Buffalo, Rochester and Pittsburgh Railway, Operated by the Baltimore and Ohio Railroad, Map No. 2, Parcel 2, Elmwood Improvement Company (reputed owner) filed in the Office of the Department of State of the State of New York on the 24<sup>th</sup> day of August 1938; thence northerly along the westerly line of the said parcel of land so appropriated or to be appropriated by the State of New York from Elmwood Improvement Company, as aforesaid,

614.87 feet, more or less, to the southwesterly line of the premises so conveyed to the City of Buffalo by Elmwood Improvement Company as aforesaid; and thence northwesterly along the southwesterly line of the premises so conveyed to the City of Buffalo by Elmwood Improvement Company as aforesaid 369.14 feet to the point or place of beginning.

BEING the premises conveyed by Albert Fox to Republic Steel Corporation by deed dated August 12, 1942, and recorded in Erie County Clerk's Office on August 12, 1942, in Liber 3285 of Deeds at Page 290.

### **PARCEL "6"**

#### **Marilla Street**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being all that portion of Marilla Street laying west of Hopkins Street in Lots 18, 43 and 44 of the Buffalo Creek Indian Reservation in Township 11, Range 8 of the Holland Land Company's Survey and being more particularly described as follows:

BEGINNING at the northerlymost corner of Parcel 2 of the lands taken for the Hopkins Street and Marilla Street Grade Crossing Elimination Project (Public Service Case No. 8453), said point of beginning being a point in the present southwesterly line of Marilla Street as relocated by the Grade Crossing Elimination, said point being 117.81 feet northwest of the original westerly line of Hopkins Street (66 feet wide) as measured along the extension of the present southwesterly line of Marilla Street and running thence northerly and along the northerly extension of the westerly line of Parcel 2, 86.72 feet, more or less, to a point in the present northeasterly line of Marilla Street (66 feet wide); running thence northwesterly and along the northeasterly line of relocated Marilla Street, 311.31 feet, more or less, to a point in the original northerly line of Marilla Street (49.50 feet wide); running thence westerly and along the

northerly line of Marilla Street, as originally laid out, 1761.81 feet, more or less, to the westerly terminus of Marilla Street, said terminus being the northeasterly line of the former New York Central Railroad; running thence southeasterly and along the northeasterly right of way line of the former New York Central Railroad, 53.39 feet, more or less, to a point in the southerly line of Marilla Street (49.50 feet wide); running thence easterly and along the southerly line of Marilla Street, 1692.32 feet, more or less, to its point of intersection with the southwesterly line of Marilla Street relocated; running thence southeasterly and along the southwesterly line of relocated Marilla Street (66 foot wide), 369.14 feet, more or less, to the point of beginning; containing 2.478 acres of land, more or less.

BEING a portion of the premises conveyed by the City of Buffalo to LTV Steel Company, Inc. by deed dated April 14, 1992, and recorded in Erie County Clerk's Office on April 15, 1992, in Liber 10428 of Deeds at Page 160.

**EXHIBIT “C”**

**Legal Description of  
Former Donner-Hanna Coke Plant**

## **AREA II**

### **PARCEL "A"**

#### **132.08-1-6 and 6A**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, begin part of Ogden Gore Lot Numbers 16 and 17 and being more particularly described as follows:

BEGINNING at a point on the west boundary line of Abby Street 120.83 feet northerly from the intersection of the center line of Bell Street with the west boundary line of Abby Street; thence northerly along the west boundary line of Abby Street 586.17 feet more or less to a point at the southeast corner of lands conveyed by Geraldine M. Grob to Donner-Hanna Coke Corporation under deed dated October 16, 1928 and recorded October 26, 1928 in Liber 1986 at page 500; thence westerly and at right angles with Abby Street and along the southerly boundary line of the said lands conveyed by Geraldine M. Grob and along the southerly boundary line of lands conveyed by National Fuel Gas Supply Corporation to Donner-Hanna Coke Corporation under deed dated October 14, 1977 and recorded November 30, 1977 in the Erie County Clerk's Office in Liber 8591 at page 548, a distance of 471.85 feet to a point, said point being a turning point along the southerly boundary line of the said lands conveyed by National Fuel Gas Supply Corporation; thence southwesterly and running parallel with Bell Street along the last mentioned southerly boundary line to a point, said point being the southwest corner of Subdivision Lot Number 22; thence northwesterly along the easterly property line of a parcel of land acquired by Donner-Union Coke Corporation under deed dated June 26, 1918 and recorded June 27, 1918 in Liber 1384 at page 303, a distance of 60 feet more or less to a point, said point now being on the northerly property line of property formerly owned by Donner-Hanna Coke Corporation; thence

in a southwesterly direction along said northerly property line of Donner-Hanna Coke Corporation, a distance of 600 feet more or less to a point; said point being the southeast corner of lands conveyed by Donner-Union Coke Corporation to August Feine under deed dated June 26, 1918 and recorded in Liber 1415 at page 91; thence southwesterly along the southerly boundary line of the said lands conveyed by Donner-Union Coke Corporation, a distance of 248 feet more or less to the southwest corner of the said lands conveyed by Donner-Union Coke Corporation; thence northerly and at right angles, a distance of 235 feet more or less to the south bounds of the lands of the Delaware, Lackawanna & Western Railroad; thence westerly, northwesterly and southerly along the said south bounds of said Railroad Company's land and the east bounds of the lands of the South Buffalo Railway Company 1909.35 feet more or less to the center line of Bell Street; thence continuing southerly along the easterly boundary line of the South Buffalo Railway Company 287.94 feet more or less to the lands conveyed by Bethlehem Steel Corporation to Republic Steel Corporation under deed dated June 24, 1968 and recorded June 27, 1968 in Liber 7482 at page 400; thence along the said lands conveyed by Bethlehem Steel Corporation the following courses and distances:

1. Eastwardly and at right angles to the said last mentioned easterly boundary line of the South Buffalo Railway Company 47.3 feet more or less to a point;
2. Thence northwardly by a curve to the right with a radius of 360.7 feet, a distance of 480.73 feet more or less to a point;
3. Thence northwardly and at right angles to the center line of Bell Street 14.5 feet more or less to a point in the center line of Bell Street, as formerly laid out;
4. Thence easterly along said center line and extension of same center line of Bell Street, being also the northerly boundary line of the said lands conveyed by Bethlehem Steel

Corporation, a distance of 1711.5 feet more or less to the westerly boundary line of Abby Street and the point of beginning.

**PARCEL "B"**

**122.20-1-21**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being parts of Ogden Gore Lot Number 16, being more particularly described as follows:

BEGINNING at the intersection of the southerly line of Baraga Street with the westerly line of Abby Street; thence running southerly along the westerly line of Abby Street 130.46 feet, more or less, to a point forming the northeast corner of lands conveyed to Donner-Union Coke Corporation by William H. Donner and Dora B. Donner under deed dated July 24, 1917 and recorded July 30, 1917 in the Erie County Clerk's Office in Liber 1357 of Deeds at page 610; thence westerly at right angles with Abby Street and along the northeasterly line of the said lands conveyed by William H. Donner and Dora B. Donner 471.85 feet, more or less, to a point, said point being a turning point along the northeasterly line of said lands conveyed by William H. Donner and Dora B. Donner; thence southwesterly and parallel with Baraga Street to a point forming the southwest corner of Subdivision Lot Number 22 as shown on map filed in the Erie County Clerk's Office under Cover Number 487; thence northwesterly and at right angles with Baraga Street along the westerly boundary line of Subdivision Lot Number 22, 113 feet, more or less, to the southerly line of Baraga Street; thence northeasterly and easterly along the southerly line of Baraga Street to the point of BEGINNING.

**PARCEL "C"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Mary A. Pyne, John J. O'Brien, Barbara J. O'Brien and Leonard C. Lovallo to Donner-Hanna Coke Corporation under deed dated March 23, 1977 and recorded March 28, 1977 in the Erie County Clerk's Office in Liber 8492 of Deeds at page 393 and being more particularly described as follows:

Subdivision Lots Numbers 57, 58, 59, and 60 according to map filed in the Erie County Clerk's Office under Cover Number 562; also, Subdivision Lot Number 62 in Block 23 according to map filed in the Erie County Clerk's Office under Cover Number 638; also, Subdivision Lots Numbers 14 through 18, inclusive, in Block "A" according to map filed in the Erie County Clerk's Office under Cover Number 245 and the additional land described as follows:

BEGINNING at a point on the northerly boundary line of Baraga Street (formerly Scranton Street) 360 feet westerly from its intersection with the westerly line of Abby Street, the said point being the intersection of the easterly boundary line of Subdivision Lot Number 14 extended and the northerly boundary line of Baraga Street; thence northerly and parallel with Abby Street 30 feet to the southerly line of Subdivision Lot Number 14 in the aforesaid Block "A"; thence westerly and parallel with Baraga Street along said southerly line 60 feet to the southwest corner of Subdivision Lot Number 15 in the aforesaid Block "A"; thence southerly along the extension of the westerly boundary line of Subdivision Lot Number 15 and at right angles with Baraga Street 30 feet to the northerly line of Baraga Street; thence easterly along the northerly line of Baraga Street 60 feet, more or less, to the point of beginning.

**PARCEL "D"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Vincent J. Muffoletto, Commissioner of Finance of the County of Erie, to Donner-Hanna Coke Corporation under deed dated May 6, 1976 and recorded June 16, 1976 in the Erie County Clerk's Office in Liber 8400 of Deeds at page 201 and being more particularly described as follows:

Subdivision Lot Number 61, Serial Number 946, 314 Abby, west side, 30 North Baraga, 34 feet by 120 feet.

**PARCEL "E"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and more particularly described as follows:

BEGINNNING at a point on the northerly line of Baraga Street 120 feet west of the intersection of the west line of Abby Street and the north line of Baraga Street, said point being the southwest corner of Subdivision Lot Number 62; thence westerly along the northerly line of Baraga Street 240 feet to the southwest corner of lands conveyed to Donner-Hanna Coke Corporation under deed dated March 23, 1977 and recorded March 28, 1977 in the Erie County Clerk's Office in Liber 8492 of Deeds at page 393; thence northerly and at right angles with the north line of Baraga Street along the easterly line as well as the extension of the same easterly line of Subdivision Lot Number 14 in Block "A" under Cover Number 245 in the Erie County Clerk's Office, a distance of 199.92 feet, more or less, to the southerly line of O'Connor Avenue

(formerly Lackawanna Avenue); thence easterly along the southerly line of O'Connor Avenue 240 feet, more or less, to the northwest corner of Subdivision Lot Number 57 as filed under Cover Number 562 in the Erie County Clerk's Office; thence southerly along the westerly boundary line of Subdivision Lots Numbers 57 through 62, inclusive, as filed under Cover Numbers 562 and 638 in the Erie County Clerk's Office, a distance of 199.92 feet, more or less, to the point of BEGINNING.

**PARCEL "F"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Edmund J. Heller to Donner-Hanna Coke Corporation under deed dated October 6, 1942 and recorded May 23, 1956 in the Erie County Clerk's Office in Liber 5990 of Deeds at page 330 and being more particularly described as follows:

Subdivision Lots Numbers 19, 20 and 21 in Block "A" as shown on map filed in the Erie County Clerk's Office under Cover Number 245 and the additional land described as follows:

BEGINNING at a point in the northerly line of Baraga Street at the distance of 420 feet westerly on the intersection of the northerly line of Baraga Street with the westerly line of Abby Street; running thence northerly 30 feet; thence westerly along a line drawn parallel to Baraga Street 115.50 feet; thence southerly 30 feet to the northerly line of Baraga Street; thence easterly and along the northerly line of Baraga Street 115.50 feet to the point and place of BEGINNING.

BEGINNING at a point in the northerly line of Baraga Street, as now laid out, (formerly Scranton Street) distant 535 ½ feet westerly of the point of intersection of the northerly line of Baraga Street and the westerly line of Abby Street; running thence northerly at right angles 30

feet; thence westerly along a line drawn parallel to the southerly line of Lackawanna Street 90 feet to the easterly line of Subdivision Lot Number 26 as shown on a map filed in the Office of the Clerk of Erie County under Cover Number 638; running thence southeasterly along the last mentioned line to the northerly line of Baraga Street; thence northeasterly along the northerly line of Baraga Street 73.30 feet to the point and place of BEGINNING.

**PARCEL "G"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Georgina Seligman to Donner-Hanna Coke Corporation under deed dated and recorded August 11, 1961 in the Erie County Clerk's Office in Liber 6687 of Deeds at page 345 and being more particularly described as follows:

Subdivision Lot Number 22 in Block "A" as shown under Cover Number 245 in the Erie County Clerk's Office.

**PARCEL "H"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Fenton M. Parke to Donner-Hanna Coke Corporation under deed dated September 1, 1937 and recorded May 23, 1956 in the Erie County Clerk's Office in Liber 5990 of Deeds at page 322 and being more particularly described as follows:

BEGINNING at a point on the north line of Baraga Street, formerly Scranton Street, as the same is laid out under Cover Number 638, 505 feet east of the easterly line of Rochester

Street, which said point of beginning is the southwest corner of Subdivision Lot Number 26 in Block 23, Cover Number 638, thence at right angles about 159.20 feet to the lands of the Delaware, Lackawanna and Western Railroad property; thence northeasterly along said Railroad lands to the northwesterly corner of Subdivision Lot Number 22 in Block "A", Cover Number 245; thence southerly along the westerly line of said Subdivision Lot Number 22 in Block "A", Cover Number 245 to its intersection with the northeasterly line of Subdivision Lot Number 26 in Block 23, Cover Number 638; thence southeasterly along the northeasterly line of Subdivision Lot Number 26 in Block 23, Cover Number 638 to the north line of Baraga Street; thence westerly along the north line of said street 30 feet to the point or place of BEGINNING.

**PARCEL "J"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16, being more particularly described as follows:

Subdivision Lot Number 25 in Block 23 as shown under Cover Number 638 in the Erie County Clerk's Office and conveyed by Fenton M. Parke and Margaret Kidd Parke to Donner-Union Coke Corporation under deed dated February 24, 1919 and recorded April 7, 1919 in the Erie County Clerk's Office in Liber 1428 of Deeds at page 162.

Subdivision Lots Numbers 15 and 16 in Block 23 as shown under Cover Number 487 in the Erie County Clerk's Office and conveyed by Fenton M. Parke and Margaret Kidd Parke to Donner-Union Coke Corporation under deed dated August 22, 1917 and recorded October 8, 1918 in the Erie County Clerk's Office in Liber 1399 of Deeds at page 307.

BEING parcels A through H, and J conveyed by Donner-Hanna Coke Corporation to LTV Steel Company Inc., formerly known as Republic Steel Corporation, and Hanna Furnace Corporation, by deed dated December 10, 1992, and recorded in the Erie County Clerk's Office on December 30, 1992 in Liber 10584 of Deeds at page 263.

**AREA IV**

**PARCEL "L"**

**Part of 132.12-1-10.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of the Ogden Gore Lot No. 17, and being more particularly described as follows:

BEGINNING at a point in the westerly line of Abby Street with the northerly line of Providence Street, which point is northerly 364.68 feet more or less measured along the westerly line of Abby Street from its intersection with the northerly line of Tifft Street and which point is also the southeasterly corner of Subdivision Lot No. 87 as shown on a map filed in the Erie County Clerk's Office under Cover No. 589; thence westerly along the northerly line of Providence Street which is also the southerly line of Subdivision Lots 87, and 91 through 130, inclusive, to the southwesterly corner of Subdivision Lot No. 130; thence northerly along the westerly line of Subdivision Lot No. 130 which is also on an easterly line of lands described at Parcel "M" described in deed recorded in the Erie County Clerk's Office in Liber 10584 of Deeds at page 263 to a point at the northwesterly corner of Subdivision Lot No. 130; thence easterly along the north line of Subdivision Lot No. 130, 14.56 feet more or less to the southwesterly corner of Subdivision Lot No. 137, being also along a southerly line of lands described at said Parcel "M"; thence north along the westerly line of Subdivision Lot No. 137 and the easterly line of Parcel "M", as aforesaid, 137.85 feet more or less to a point in the south line of Boller Street; thence continuing along the extension of the westerly line of Subdivision Lot No. 137 and an easterly line of Parcel "M", as aforesaid, a distance of 66 feet to a point in

the north line of Boller Street; thence westerly along the north line of Boller Street and a northerly line of the said Parcel "M" herein, 7.91 feet to a point; thence northerly at right angles along an easterly line of the said Parcel "M", 275.70 feet to an iron pipe; thence easterly along a line parallel with Tifft Street, being also a southerly line of the said Parcel "M", a distance of 24.01 feet to an iron pipe; thence northerly at right angles to Tifft Street and being also an easterly line of the said Parcel "M", a distance of 66 feet to an iron pipe; thence westerly along a line parallel to Tifft Street and being a northerly line of the said Parcel "M", 50 feet to an iron pipe; thence northerly and along the east line of the said Parcel "M", as aforesaid, a distance of 138.04 feet more or less to an iron pipe on the southerly line of lands conveyed by Bethlehem Steel Corporation to Republic Steel Corporation under deed dated June 24, 1968 and recorded June 27, 1968 in the Erie County Clerk's Office in Liber 7482 of Deeds at page 400; thence easterly and along the southerly line of lands of Republic Steel Corporation, 1635.95 feet more or less to the westerly line of Abby Street; thence southerly along the westerly line of Abby Street, 879.14 feet more or less to the place of beginning.

THE hereinabove described property having been acquired by Donner-Hanna Coke Corporation under the following deeds filed in the Erie County Clerk's Office:

1. Deed made by Cheektowaga Plaza, Inc. to Donner-Hanna Coke Corporation dated June 16, 1952 recorded May 23, 1956 in Liber 5990 of Deeds at page 326.
2. Deed made by Cheektowaga Plaza, Inc. to Donner-Hanna Coke Corporation dated July 28, 1953 and recorded May 23, 1956 in Liber 5990 of Deeds at page 309.
3. Deed made by Herman Doran to Donner-Hanna Coke Corporation dated August 4, 1961 and recorded August 8, 1961 in Liber 6686 of Deeds at page 47.

4. Deed made by Amy Regina Juengling to Donner-Hanna Coke Corporation dated August 25, 1961 and recorded August 31, 1961 in Liber 6695 of Deeds at page 41.
5. Deed made by Ralph J. Morrow, individually and as Executor of the Last Will and Testament of Alice L. Morrow, to Donner-Hanna Coke Corporation dated December 29, 1961 and recorded January 4, 1962 in Liber 6732 of Deeds at page 83.

**PARCEL "M"**

**132.12-1-9.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of the Ogden Gore Lot No. 17 and being more particularly described as follows:

BEGINNING at a point in the northerly line of Tifft Street 1142 feet west of the intersection of the northerly line of Tifft Street with the westerly line of Abby Street, as measured along the northerly line of Tifft Street; thence northerly 137.85 feet along the west line of Subdivision Lot No. 39 as shown under map filed in the Erie County Clerk's Office under Cover No. 589; thence westerly along a line drawn parallel to the north line of Tifft Street 45.45 feet; thence northerly at right angles and along the west line of Subdivision Lot No. 46, 170.85 as shown under Map Cover No. 589 as filed in the Erie County Clerk's Office; thence easterly and parallel with the northerly line of Tifft Street 8.23 feet to the west line of Subdivision Lot No. 130 as shown under map filed in the Erie County Clerk's Office under Cover No. 589, as extended southerly, thence northerly at right angles and along the west line of Subdivision Lot No. 130 as extended southerly 170.85 feet; thence easterly and parallel with the northerly line of Tifft Street 14.56 feet; thence northerly at right angles and along a straight line 203.85 feet to the northerly line of a street formerly known as Boller Avenue; thence westerly and parallel with the

northerly line of Tifft Street 7.91 feet to a point which is 1427.40 feet westerly from the westerly line of Abby Street as measured along the northerly line of Boller Avenue; thence northerly at right angles to the aforementioned line and along a straight line 275.70 feet to the southerly line of lands conveyed by deed recorded in the Erie County Clerk's Office in Liber 1410 of Deeds at page 260; thence easterly along a line drawn parallel with the northerly line of Tifft Street 24.01 feet; thence northerly at an interior angle of  $90^{\circ} 01'$ , 66 feet; thence westerly along a line drawn parallel with the north line of Tifft Street 50 feet to a line drawn parallel with the center line of the main track of the South Buffalo Railway; thence northerly at an exterior angle of  $89^{\circ} 59'$  and along a line drawn parallel with the center line of the main track of the South Buffalo Railway 138.04 feet to the south line of land conveyed by Krull to McClintic Marshall Construction Co. by deed recorded in the Erie County Clerk's Office in Liber 2070 of Deeds at page 130; thence continuing northerly along said line drawn parallel to the center line of the main track of the South Buffalo Railway 548.85 feet to a line drawn parallel with the former center line of Bell Street and 429 feet southerly therefrom as measured at right angles thereto; thence westerly along the line drawn parallel with the former center line of Bell Street and 429 feet southerly therefrom as measured at right angles thereto 107 feet; thence southerly along a straight line 548.88 feet to a point in the south line of lands conveyed to McClintic Marshall Construction Co., as aforesaid, at a point 77 feet easterly of the center line of the main track of the South Buffalo Railway as measured along said south line of McClintic Marshall Construction Co.; thence continuing southerly along a line drawn parallel with and 77 feet easterly of the center line of the main track of the south Buffalo Railway 1163 feet to the northerly line of Tifft Street; thence easterly along the northerly line of Tifft Street 156.84 feet to the point or place of beginning; containing 4.674 acres of land, more or less.

BEING parcels L and M conveyed by Donner-Hanna Coke Corporation to LTV Steel Company Inc., formerly known as Republic Steel Corporation, and Hanna Furnace Corporation, by deed dated December 10, 1992, and recorded in the Erie County Clerk's Office on December 30, 1992 in Liber 10584 of Deeds at page 263.

**AGREEMENT BETWEEN STEELFIELDS LTD.  
THE CITY OF BUFFALO AND THE CITY OF BUFFALO  
URBAN RENEWAL AGENCY**

**COPY**

The parties to this agreement, Steelfields LTD (“Steelfields”), the City of Buffalo (the “City”), and the City of Buffalo Urban Renewal Agency (“BURA”) (collectively, the “Parties”), enter into this agreement to facilitate and effectuate a pending compromise and settlement between, among others, LTV, Hanna Furnace Corporation (“Hanna”), the City, BURA, Steelfields, the New York State Department of Environmental Conservation (“DEC”), and Travelers Indemnity Company and Travelers Casualty and Surety Company (“Travelers”) to, among other things, (a) resolve claims between LTV, Hanna, the City and BURA pending in the Western District of New York; (b) to transfer certain former plant site properties (“the Properties”) from LTV and Hanna to Steelfields; and (c) to permit the remediation of the Properties by Steelfields;

Whereas, LTV, Hanna, the City and BURA have lodged a proposed Consent Order with the Clerk of the Court of the Western District of New York detailing the parties’ agreement for (a) the mechanism for the resolution of their claims against each other based on the terms of the Consent Order, without trial, admission or further adjudication of any liability, fact or issue of law; (b) the transfer of the Properties and other properties to Steelfields; and (c) the remediation of the Properties and other properties thereafter by Steelfields;

Whereas, LTV and Hanna have reached an agreement with the DEC for the funding of certain remediation activities at the Properties and other properties to be undertaken by Steelfields pursuant to DEC-approved plans pursuant to an Administrative Order on Consent;

Whereas, LTV, Hanna, DEC and Steelfields have reached agreement on the terms of an Escrow Agreement establishing an Escrow Account into which LTV and Hanna shall contribute specified assets and assign certain insurance rights to fund implementation of the DEC-approved plans by Steelfields, and which escrowed funds will be distributed to DEC in the event of material and final default by Steelfields;

Whereas, Steelfields and DEC have entered into a Voluntary Cleanup Agreement (the “VCA”) to provide for implementation of the DEC-approved plans at the Properties and at other properties by Steelfields;

Whereas, LTV, Hanna and Steelfields have entered into a Property Transfer Agreement providing for the transfer of title to the Properties and other properties from LTV and Hanna to Steelfields;

Whereas, the Parties wish to enter into this Agreement to set forth the respective rights and obligations of the City, BURA and Steelfields to (a) formulate, fund and implement a Hickory Woods Value Protection and Neighborhood Improvement Plan (“VPP”) to stabilize property values and offset lost homeowner equity for residential properties in the neighborhood

adjacent to the Properties and (b) to assure that the former Feine Property ("the Feine Property") located adjacent to the Properties will also be remediated by Steelfields incident to the DEC-approved VCP;

Whereas, the Parties represent and warrant that they have the authority to execute this Agreement and, subject to the terms hereof, have the authority to consummate the transactions contemplated herein;

NOW, WHEREFORE, based upon the mutual promises contained herein and other good and valuation consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

1. Steelfields shall implement and fund a VPP in the form described in **Exhibit A**(attached and incorporated by reference) in the amount of \$1.0 million for the benefit of the residents of the neighborhood adjacent to the Properties no later than December 15, 2002. In no event shall Steelfields' obligations to implement and fund the VPP exceed the \$1.0 million to be held in escrow under the terms of this Agreement.
2. The Parties understand and agree that the City and BURA are each third party beneficiaries of the VPP.
3. The Parties understand and agree that the City and/or BURA shall have the right to inspect and copy the books and records of the VPP upon 48 hours notice upon written request to Steelfields.
4. The Parties understand and agree that the funds from the VPP shall be kept and maintained in a separate, dedicated attorney escrow account ("the Account") by Richard A. Palumbo, Esq. Monies shall be dispersed from the Account in accordance with the VPP and the Hickory Woods Value Protection and Neighborhood Improvement Participation Agreement ("Participation Agreement") or to Steelfields to reimburse it for its reasonable expenses for administering the VPP. In addition to the list of eligible Residents attached as part of The Hickory Woods Value Protection and Neighborhood Improvement Plan (attached to **Exhibit A** hereto), the Parties understand and agree that the City and and BURA may designate an additional five (5) residential properties in the vicinity of Boone Park which shall also be eligible to participate in the VPP by opting into one of the two options thereunder by December 20, 2002. If after the time for all eligible VPP participants to elect into the plan has expired, and it appears that the fund still has no mathematical possibility of being fully utilized, then Steelfields shall be permitted to make expenditures for non-remediation related improvements to the Properties during or after the period of remediation to improve the value of the Properties and surrounding areas. It is further understood by the Parties that additional items may be identified which may add to the restoration of property values without threatening the obligations created under the VPP to residents who have opted into the VPP. In said event, such additional items may become legitimate expenses of the Fund with the mutual written agreement of the Parties.
5. To further facilitate the remediation of the plant site in accordance with the DEC-approved VCA and the abatement of the environmental conditions at the Properties, the City and/or

BURA shall acquire ownership and control of the Feine Property by eminent domain or otherwise by June 1, 2003, and shall make the fee interest in that property available to Steelfields for the implementation of the VCA for a cost to Steelfields not to exceed \$400,000.

6. Notwithstanding the above, the responsibilities and duties agreed to herein, particularly Steelfields' obligation to fund or administer the VPP, are conditioned upon (a) DEC's final approval and execution of the Voluntary Cleanup Agreement, inclusive by reference the RD/RA Workplan dated September 2002, which concerns the Properties and was filed with the DEC by Steelfields on or about October 11, 2002; and (b) two (2) actions by the Buffalo Sewer Authority; specifically: (i) a resolution by the Buffalo Sewer Authority authorizing the Buffalo Sewer Authority to enter into a Service Agreement with Steelfields in the form attached hereto as **Exhibit B**, and (ii) the execution by the Buffalo Sewer Authority of the Service Agreement

THE CITY OF BUFFALO

THE CITY OF BUFFALO URBAN  
RENEWAL AGENCY

By: Anthony M. Masiello  
Its: Mayor  
Date: 10/15/02

By: [Signature]  
Its: Secretary  
Date: 10/15/02

STEELFIELDS LTD.

APPROVED AS  
TO FORM ONLY

OCT 15 2002

By: Richard N. Palso  
Its: Secretary  
Date: 10.15.02

674018

APPROVED  
AS TO FORM ONLY

10/16/02  
Corporation Counsel  
By [Signature]

**THE HICKORY WOODS VALUE PROTECTION  
AND  
NEIGHBORHOOD IMPROVEMENT PLAN**

Steelfields LLC is about to enter into a contract with LTV Steel Corporation, Inc. and The Hanna Furnace Company to acquire the former steel and coke plant properties located on Abby Street in the City of Buffalo and to monitor and maintain the Marilla Street landfill (collectively, the "Site"). The former plant properties consist of approximately 219 acres of land.

Steelfields is also entering into a separate agreement with the New York State Department of Environmental Conservation ("DEC"), known as a Voluntary Cleanup Agreement. That agreement will require Steelfields to conduct the environmental cleanup of the plant properties according to an exhaustive DEC-approved Work Plan. The Voluntary Cleanup Agreement with DEC will require Steelfields to complete the cleanup of the entire site within five (5) years.

Steelfields is eager to have the environmental issues associated with this neighborhood resolved. As a new property owner in this community, it's in our best interest, just as it is in yours. The cleanup of the former plant properties is an important first step in the revitalization of this community and the improvement of its property values.

When the cleanup is finished, the property will be available for commercial and light industrial redevelopment. The cleanup for the northern 90 acres of the property should be completed by the Summer or Fall of 2003. Commercial redevelopment could begin in that area soon after. When the cleanup is complete and commercial redevelopment is well underway, it is our belief that the final ingredient for the full recovery of the Hickory Woods neighborhood will be in place.

In addition, Steelfields is establishing a Hickory Woods Value Protection and Neighborhood Improvement Plan ("Plan") for eligible homeowners ("Residents"). It will become effective when the Voluntary Cleanup Agreement with DEC and the proposed Work Plan become final. It will allow the eligible Residents the opportunity to choose either of the following two (2) options by December 20, 2002:

Option A--Annual Cash Payments Totaling \$7,500

The eligible Residents will receive five (5) annual cash payments of \$1,500 each from the Plan commencing on January 1, 2003, so long as the eligible Residents are the owners of the property on the date the payment is due. The payments by the Plan to the Residents must be reinvested into your home for general maintenance or other improvements. Examples of home improvements and maintenance include interior and exterior painting, roof and window repairs and replacements, finishing basements, carpets, drapes, flooring, appliances and other expenditures that will generally add to the value of your home.

B

### Option B--Reimbursement for Lost Market Value

The Residents will be reimbursed by the Plan for a portion of any loss in the market value of your home that occurs upon the sale of the property as the result of the presence of contamination in the Hickory Woods neighborhood. The amount of the loss will be calculated as the difference between the appraised value of the property based on the appraisal prepared by Gar & Associates in 2001. (A copy of your appraisal will be made available upon request). If the Residents dispute the appraised value, he or she may obtain a second appraisal from an approved appraiser at his or her own expense and the two appraisals will be averaged to establish the fair market value of the home. The portion of the reimbursement paid by the Plan for the loss as of the date of the sale of the home will be:

Year 1...(present to December 31, 2003).....	80%
Year 2...(January 1 to December 31, 2004).....	85%
Year 3...(January 1 to December 31, 2005).....	90%
Year 4...(January 1 to December 31, 2006).....	95%
Year 5...(January 1 to December 31, 2007).....	100%

In addition, the new purchaser of that home will receive full value protection under the Plan for the actual purchase price of the property from the time of the purchase until December 31, 2007 ("New Homeowner Protection").

The reimbursement to the current Residents and the new homeowner under Option B shall not exceed \$15,000 each.

(Example: In Year 3, a current Resident who has selected Option B sells his home for \$60,000. The Gar & Associates appraised value of the home is \$70,000. The Resident's loss would be \$10,000 and the VPP would reimburse the owner for 90% of the loss, or \$9,000. If the new owner of that home resold the property in 2007 for \$55,000 resulting in a loss of \$5,000, the new homeowner would receive a \$5,000 reimbursement from the VPP.)

### Other Terms of Plan

1. Steelfields will establish a cash fund in the principal amount of \$1,000,000 for the VPP. Steelfields will administer the VPP.
2. The VPP will become effective upon DEC's acceptance of the Voluntary Cleanup Agreement and the workplan. It shall remain in existence until January 1, 2008, or until the fund, including all investment income, has been exhausted, whichever occurs first.
3. The funds will be maintained in a conservative tax-free investment.
4. The books and records of the Plan will be available to eligible Residents for their review upon written request.

5. Residents participating in the Plan shall sign a Hickory Woods Value Protection and Neighborhood Improvement Plan Participation Agreement ("Participation Agreement") in the form attached to this Plan. The Participation Agreement will require, generally, the Residents to release the City of Buffalo, the Buffalo Urban Renewal Agency and Steelfields, LLC, its principals, successors and assignees from all liability for property damage caused by the presence of contamination on the homeowner's property or in proximity to the property. Residents must also agree not to interfere with the DEC-approved cleanup process to be conducted by Steelfields.
6. Residents must elect to participate in the Plan by signing the Participation Agreement on or before December 20, 2002. Any eligible Residents who fail to execute a Participation Agreement by December 20, 2002, will not receive any benefits under the Plan.
7. One package of benefits is available to the current Residents of each eligible home. In the case of a residence that is owned by two or more people, the benefits must be shared among the owners.
8. The Plan is only available to the current owners of eligible residences, except that purchaser(s) of eligible residences between January 1, 2003 and December 31, 2007 shall be entitled to New Homeowner Protection.
9. A list of all eligible personal residences is attached.
10. Steelfields makes no promises and shall not provide any benefits to any party who has not entered into the Participation with Steelfields.



[illegible]

107 O'Connor	123.77-1-12								
108 O'Connor	123.77-1-18								

**THE HICKORY WOODS VALUE PROTECTION  
AND  
NEIGHBORHOOD IMPROVEMENT PLAN  
PARTICIPATION AGREEMENT**

The parties to this Agreement are Steelfields LLC, 50 Fountain Plaza, Suite 1350, Buffalo, New York 14202 ("Steelfields") and

\_\_\_\_\_, who own(s) the property and reside(s) at \_\_\_\_\_, Buffalo, New York ("Resident"). The date of this Agreement is December \_\_, 2002.

**RESIDENT'S ACKNOWLEDGEMENTS**

Resident is the current owner of the property referred to in the first paragraph of this Agreement.

Resident has read The Hickory Woods Value Protection and Neighborhood Improvement Plan ("Plan") that is attached to this Agreement.

Resident has reviewed the Plan and this Agreement

Resident understands that Steelfields has made the Plan available to assist eligible homeowners in Hickory Woods.

Resident acknowledges that Steelfields, its officers, agents and employees have not made any statements, promises or representations, except those stated in the Plan and this Agreement.

Resident does not rely and will not rely on any statements, promises or representations regarding the Plan, except as expressly stated in the Plan and this Agreement.

No change or modification to the Plan or this Agreement will be valid or binding unless it is in writing and signed by Steelfields.

**RESIDENT'S ELECTION**

Based on the terms of the Plan and this Agreement, Resident hereby elects to participate in the Plan and to receive the benefits provided in:

[        ] Option A                      [        ] Resident's initials

[        ] Option B                      [        ] Resident's initials

## RESIDENT'S COVENANTS AND RELEASE

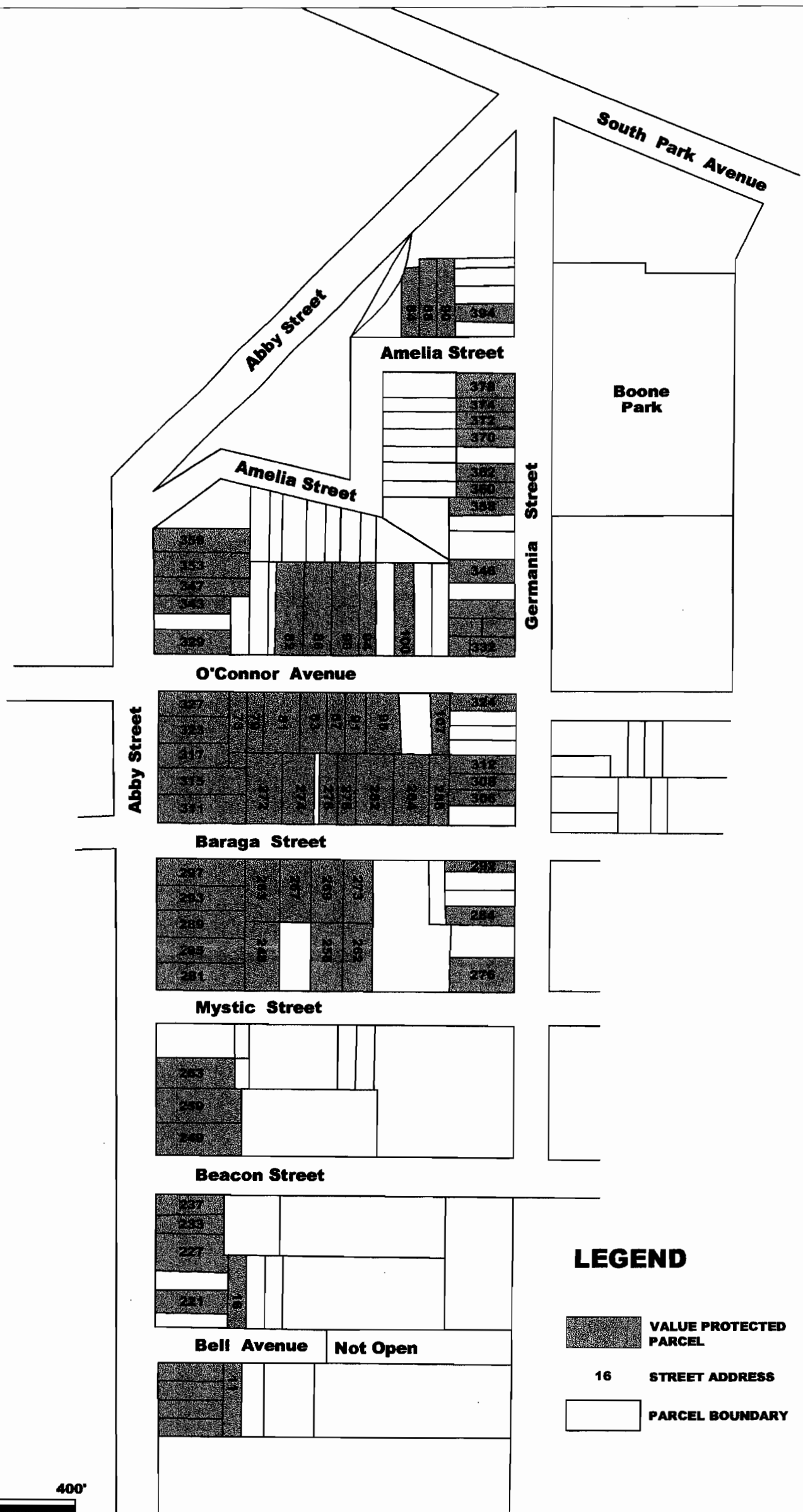
As consideration for those benefits, Resident agrees to the following terms and conditions:

1. Resident hereby releases and discharges the City of Buffalo, the Buffalo Urban Renewal Agency and Steelfields LLC, its principals, successors, and assignees, from all claims, causes of action, covenants or suits of any kind whatsoever for property damage that Resident suffered, may have suffered or suffers in the future arising from or in any way related to the former LTV plant site, the former Donner-Hanna Coke plant and/or the Marilla Street Landfill.
2. Resident will not interfere or cause others to interfere in any way with the implementation or performance of the Voluntary Cleanup Agreement between the New York State Department of Environmental Conservation and Steelfields regarding the plant properties ("Remediation").
3. Resident will not commence any action or cause any action to be commenced against Steelfields arising from or in any way related to the Remediation, provided Steelfields complies with all applicable laws and the terms of the Voluntary Cleanup Agreement, as it may be amended from time to time.
4. In the event Resident breaches any of the terms or conditions of this Agreement, Resident shall cease to be eligible for benefits provided by the Plan and shall refund all benefits previously paid by Steelfields.

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

\_\_\_\_\_ Buffalo, New York

By: \_\_\_\_\_  
Steelfields LLC



VALUE PROTECTION PROGRAM BOUNDARY

HICKORY WOODS NEIGHBORHOOD

BUFFALO, NEW YORK

## SERVICE AGREEMENT

This Service Agreement (hereinafter referred to as "Agreement") made and entered into on October \_\_, 2002, by and between the **Buffalo Sewer Authority** (hereinafter referred to as the "Authority") and **Steelfields LTD**, a New York corporation (hereinafter referred to as "Steelfields").

Whereas LTV Steel Company, Inc. and the Hanna Furnace Corporation jointly and/or individually own approximately 220 acres of property located in the City of Buffalo and formerly utilized for the manufacturing of metallurgic coke and steel ("Property"); and

Whereas the City of Buffalo believes that portions of the Property is currently contaminated with substantial quantities of uncontained hazardous substances or hazardous waste; and

Whereas the City of Buffalo commenced a nuisance abatement action against LTV Steel Company, Inc., the successor in the interest to Republic Steel Corporation ("LTV"), and the Hanna Furnace Corporation ("Hanna") to remediate the environmental conditions at the Property; and,

Whereas LTV has filed a petition under Chapter 11 of the Bankruptcy Code and is in the process of selling all of its assets and liquidating the corporation; and

Whereas Hanna's parent company, National Steel Corporation, has filed a petition under Chapter 11 of the Bankruptcy Code and is expected to dissolve Hanna as a part of its bankruptcy reorganization; and

Whereas there is a so-called "terminal basin" currently in use at the Property which collects groundwater from approximately 18 acres of the Property, and discharges the groundwater, untreated, to the City of Buffalo sewer system for treatment; and

Whereas the discontinuance of the use of the terminal basin would result in the absence of controls on the flow of contaminated groundwater from the Property and have an adverse effect on the environment in the immediate vicinity of the Property; and

Whereas the dissolutions of LTV and Hanna and the potential abandonment of the Property would result in the absence of a responsible party to manage groundwater and/or surfacewater before it migrates off-site; and

Whereas the Property is the subject of an Order of Consent between the City of Buffalo, the City of Buffalo Urban Renewal Agency ("BURA"), Hanna and LTV, which

requires the extensive remediation of the Property, including the removal, treatment and/or containment of the waste at the Property which is currently leaching contaminants into the groundwater; and

Whereas Steelfields has agreed to perform the remediation of the Property in accordance with a DEC-approved workplan which includes the construction and operation of an on-site containment area; and

Whereas the containment system required by the DEC-approved workplan is approximately 14 acres in size and would provide for pretreatment of surface water and groundwater from the containment system; and

Whereas implementation of the proposed remediation workplace for the Property would ultimately reduce the total mass of contaminants discharged to the groundwater or the City of Buffalo sewer system; and

Whereas Steelfields has committed to implement the remediation workplan for the Property which will render it suitable for commercial or industrial redevelopment provided that, among other things, the Buffalo Sewer Authority will agree to accept and treat all water from the proposed containment cell area without charge to Steelfields during and throughout the entire period of site remediation and the operation of the containment area; and

Whereas Steelfields has made a concurrent commitment to establish and administer a Value Protection and Neighborhood Improvement Plan ("VPP") and to fund the VPP with \$1 million to benefit the current and future homeowners property within the approximate boundaries of Abby Street, Germania Street and the South side of Bell Avenue by a) guaranteeing the purchase price of new purchasers to the area, b) providing annual capital improvement grants to residents who maintain ownership of their properties though the period of remediation of the Property, or c) reimbursing a portion of loss in homeownership equity for residents who sell their homes during the period of remediation; and

Whereas, the Buffalo Sewer Authority has determined that it is in the best interests of the City of Buffalo to accept and treat water from the purposed containment cell area to facilitate the remediation of the Property by Steelfields;

Now, it is hereby agreed and resolved that the Buffalo Sewer Authority shall accept and treat water collected from the terminal basin at the Property, and the containment cell to be constructed by Steelfields at the Property, without charge to Steelfields, subject to the following conditions:

1. The discharge must meet all conditions of the Buffalo Discharge Elimination System (BPDES) Permit. Below are the conditions that will be in the BPDES Permit.
  - i.) The proposed pretreatment facility must be able to treat the wastewater so it meets the BSA's allowable discharge limits;

- ii.) At no time will discharge be allowed that compromises the capacity of the sewer line or other users of the sewer system;
  - iii.) A discharge meter will be required after the pretreatment system and before the connection to the sanitary sewer. An outside contractor will calibrate this meter on a yearly basis. This proof of calibration must be submitted to the BSA.
2. The New York State Department of Environmental Conservation (NYSDEC) requires that the BSA submit all new discharge permits for their approval. Discharge cannot commence until the NYSDEC approves the permit.
  3. All proposed connections to the sewer system must be submitted to Mr. Frank DiMascio, P.E., Principal Sanitary Engineer for the BSA, for review and approval.

It is further agreed and the parties acknowledge that Steelfields will benefit the City of Buffalo and BSA's service area by its remediation of the Property pursuant to the RD/RA Work Plan. In consideration of Steelfields investment in the Property, otherwise deemed an "orphan site," the BSA shall charge and Steelfields shall pay for discharge of water into the BSA sewer system to the extent such discharge exceeds 108,000 gallon per day or in excess of 21,024,000 gallons per year.

It is further agreed that the Buffalo Sewer Authority's agreement to accept and treat such water shall be expressly conditioned upon Steelfield's compliance with the terms of the Voluntary Clean-up Agreement and Workplan with the New York State Department of Environmental Conservation ("NYSDEC") regarding the Property, and Steelfields compliance with the Agreement dated October 15<sup>th</sup> 2002 between Steelfields, the City of Buffalo, and BURA concerning the acquisition of 364 Baraga Street, and the implementation and funding of a Hickory Woods Neighborhood Value Protection Plan.

It is further agreed and the parties acknowledge that the only water discharged under the terms of this Agreement shall be that now being collected from the terminal basin, and/or the containment cell to be constructed pursuant to the DEC-approved workplan, and/or surface and ground waters collected from the Property during the remediation in accordance with the RD/RA Work Plan totaling up to 108,000 gallons per day and up to 21,024,000 gallons per year. Water discharged to the sewer system from the containment cell or from the Property during the five-year remediation period in excess of 108,000 gallons per day or in excess of 21,024,000 gallons per year shall be subject to ordinary sewer charges. All subsequent owners or tenants of the Property shall be responsible for ordinary sewer charges. However, the water associated with the containment cell shall continue to be discharged pursuant to the terms and consideration provided in this Agreement (up to the maximum daily and annual flow limits above), regardless of any change in the ownership of that portion of the site.

It is further agreed that Steelfields shall reimburse the Buffalo Sewer Authority for user fees or sewer charges to the extent that Steelfields receives grants from the State of New York, but in no event shall the annual user fees or sewer charges exceed the amount of \$60,000.

Date: October\_\_, 2002

The Buffalo Sewer Authority

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by: Anthony Hazzan, General Manager

Steelfields LTD

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by: Gary E. Smith, Manager

**LTV STEEL COMPANY, INC.  
and  
THE HANNA FURNACE CORPORATION  
("Transferors")**

**to**

**STEELFIELDS, LTD  
("Transferee")**

**Closing Date: October 15,2002**

**At:**

**Colucci & Gallaher, P.C.  
2000 Liberty Building  
Buffalo, New York 14202**

**CLOSING DOCUMENTS**

1. Quitclaim Deed from LTV Steel Company, Inc.
2. Quitclaim Deed from LTV Steel Company, Inc. and Hanna Furnace Corporation
3. Quitclaim Deed from Donner-Hanna Coke Corporation to Steelfields
  - a. Quitclaim Deed
  - b. Correction Quitclaim Deed
4. LTV Steel Company, Inc. Bankruptcy Order (certified copy)
5. Hanna Furnace Corporation Bankruptcy Motion and Order (certified copies)
6. LTV Steel Company, Inc. Corporate Documents
  - a. Secretary's Certificate
    - (i) Articles of Incorporation
    - (ii) Bylaws
    - (iii) Officers of the Company
    - (iv) Good Standing Certificate
    - (v) Resolution of the Board of Directors

7. Hanna Furnace Corporation Corporate Documents
  - a. Secretary's Certificate
    - (i) Articles of Incorporation
    - (ii) Resolutions of the Board of Directors
    - (iii) Officers of the Company
    - (iv) Certificate of Good Standing
8. Steelfields Ltd. Corporate Documents
  - a. Certification and Authorization
    - (i) Articles of Incorporation
    - (ii) Property Descriptions
    - (iii) Good Standing Certificate
9. FIRPTA Certificate – LTV Steel Company, Inc.
10. FIRPTA Certificate – Hanna Furnace Corporation
11. Closing Attendance List

FILE

OCT 16 2002

**QUITCLAIM DEED**

THIS INDENTURE, made the 15<sup>th</sup> day of October, 2002,

**BETWEEN**

LTV STEEL COMPANY, INC., f/k/a Republic Steel Corporation, having an address of 5800 Lombardo Center, Suite 200, Seven Hills, Ohio, 44131, Grantor

**and**

STEELFIELDS, LTD., having an address of Key Tower, Suite 1350, 50 Fountain Plaza, Buffalo, NY 14202, Grantee

**WITNESSETH**, that the Grantor, in consideration of one dollar (\$1.00), and other good and valuable consideration paid by the Grantee, hereby remises, quitclaims and releases unto the Grantee, its successors and assigns forever,

ALL THOSE TRACTS OR PARCELS OF LAND, described on the attached Exhibit "A"

**TOGETHER** with all of the right, title, and interest, if any, of the Grantor in and to any and all strips and gores of land adjacent to or adjoining said premises, and any other land lying in the bed of any street, road, avenue, lot, lane, alley, or right of way, as they now exist or formerly existed, included in, in front of, or abutting the above described premises herein conveyed.

**TOGETHER** with the appurtenances, hereditaments and all the estate and rights of the Grantor in and to said premises.

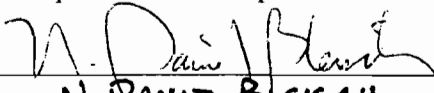
**TO HAVE AND TO HOLD** the premises herein granted unto the Grantee, its successors and assigns forever.

**IN WITNESS WHEREOF**, the Grantor has executed this deed the day and year first above written.

This transfer does not constitute a transfer of all or substantially all of the assets of LTV Steel Company Inc.

[SIGNATURES APPEAR ON NEXT PAGE]

LTV STEEL COMPANY, INC.  
f/k/a Republic Steel Corporation

By:   
Name: N. DAVID BLEISCH  
Title: SR. VICE PRESIDENT

Record and return to:

RICHARD A. PALUMBO, ESQ.  
300 LINDEN PARKS SUITE 220  
ROCHESTER, NY 14625

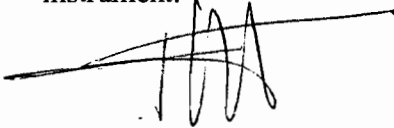
STATE OF OHIO

:

: SS

COUNTY OF CUYAHOGA:

On the 1<sup>st</sup> day of October in the year 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared N. DAVID BLEISCH as *senior vice president of the company* personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public: State of Ohio

TERENCE L. THOMAS, Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date.  
Section 147.03 O.R.C.

**EXHIBIT A**

**Area I**

**Parcel 1  
Part of 122.16-1-8.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Numbers 58 and 60, Township 10, Range 8 of the Buffalo Creek Indian Reservation, bounded and described as follows:

BEGINNING at a point in the southwesterly line of Abbott Road distant 50 feet northwesterly (measuring along said line of Abbott Road) from a stone monument set at the point of intersection of said line of Abbott Road with the east line of said Lot Number 58; running thence northwesterly along said line of Abbott Road 1382 feet to the margin of Buffalo River; thence southwesterly along the margin of Buffalo River about 775 feet to the point of intersection of said margin of Buffalo River with the northeasterly line of the right of way conveyed to the New York, Lackawanna & Western Railway Company, which right of way is 99 feet wide; thence southeasterly along said northeasterly line of said right of way of said New York, Lackawanna Western Railway Company about 1745 feet to a point in said northeasterly line of said right of way of said Railway Company where the last aforesaid line is intersected by a straight line drawn through the place of beginning forming an angle of 71° 33' with that portion of the southwesterly line of Abbott Road extending southeasterly from the place of beginning, being also the point of intersection of said northeasterly line of said right of way of said Railway Company with the southeasterly line of premises conveyed by Joseph Block to Spencer Kellogg by deed dated January 8, 1906 and recorded January 9, 1906 in the Office of the Clerk of the County of Erie in the State of New York in Liber 1034 of Deeds at page 61;

thence northeasterly along the last aforesaid line 549.56 feet to the point or place of beginning; containing 22.934 acres of land, more or less, and marked "Parcel 1" on the map or diagram annexed to the mortgage made and executed by New York State Steel Company to Commonwealth Trust Company dated October 1, 1906 and recorded in the Erie County Clerk's Office in Liber 1030 of Mortgages at page 253.

**PARCEL 2**

**Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in said City of Buffalo, being part of said Lots Numbers 58 and 60, Township 10, Range 8 of the Buffalo Creek Indian Reservation and also part of Lot Number 16 of the Ogden Gore Tract, so called, bounded and described as follows:

BEGINNING at the point of intersection of the southeasterly margin of the Buffalo River with the southwesterly line of the right of way (99 feet wide) of the New York, Lackawanna & Western Railway Company; running thence southwesterly; southerly and again southwesterly along the margin of said Buffalo River and following the various contours thereof about 2000 feet to the point of intersection of said margin of said Buffalo River with the southerly line of said Lot Number 60; thence easterly along the southerly line of said Lot Number 60 about 570 feet to an iron stake at the angle of the Buffalo Creek Reservation line; thence southerly along the easterly line of lands deeded to Anna H. Gould by deed recorded in said Erie County Clerk's Office in Liber 1023 of Deeds at page 300, 185.65 feet to the northerly line of lands owned by the New York, Lackawanna & Western Railway Company and used by that Company for a railroad yard; thence northeasterly along said line of said Railway Company's land 642.37 feet to the west line of lands conveyed by Richard Evans and wife to the New York,

Lackawanna & Western Railway Company by deed dated January 6, 1883 and recorded in the Office of the Clerk of the County of Erie in Liber 426 of Deeds at page 435; thence northeasterly along the southerly line of lands deeded by the New York, Lackawanna & Western Railway Company to Spencer Kellogg by deed dated January 16, 1906 and recorded March 8, 1906 in said Erie County Clerk's Office in Liber 1038 of Deeds at page 171, 40 feet to the southeasterly corner of lands so conveyed by the last aforesaid deed; thence northerly along the easterly line of lands conveyed by the last aforesaid deed, 652 feet to the northeasterly corner of lands conveyed by the last aforesaid deed; thence northwesterly along the northeasterly line of lands conveyed by the last aforesaid deed, 82 feet to the northwest corner of lands conveyed by the last aforesaid deed (being the northwesterly corner of lands so conveyed by said Richard Evans and wife to the New York, Lackawanna & Western Railway Company by deed recorded in said Erie County Clerk's Office in Liber 426 of Deeds at page 435); thence northwesterly and along the southwesterly line of said main right of way of said New York, Lackawanna & Western Railway Company (said right of way being 99 feet wide) 1750 feet to the point or place of beginning; containing 33.661 acres of land, more or less, marked "Parcel 2" on the map or diagram annexed to said mortgage made and executed by New York State Steel Company to Commonwealth Trust Company dated October 1, 1906 and recorded in the Erie County Clerk's Office in Liber 1030 of Mortgages at page 253.

### **PARCEL 3**

#### **Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 16 of the Ogden Gore Tract, Township 10, Range 8, bounded and described as follows to wit:

On the east by the boundary line between lands formerly owned by N.C. Newerf and lands formerly owned by Spencer Kellogg and on the west by the boundary line between lands of the South Buffalo Railway Company and the lands formerly owned by N. C. Newerf and being a strip of land 30 feet wide, 15 feet in width being on each side of the following described center line:

BEGINNING at a point in the boundary line between lands deeded to Spencer Kellogg by Joseph Block by deed dated August 26, 1905 and lands now of formerly owned by N. C. Newerf at a point therein distant 15 feet northerly on a radial line from the north line of lands of the New York, & Lackawanna & Western Railway Company deeded to it by George Humphrey's and Others by deed dated August 25, 1881 and recorded in Erie County Clerk's Office in Liber 430 of Deeds at page 37; thence westerly along a line curving to the right whose radius is 4746.2 feet and parallel with the north line of said land of the New York, Lackawanna & Western Railway Company, 770 feet; thence continuing westerly and northwesterly along a line curving to the right, tangent to last mentioned curved line and whose radius is 573.7 feet about 885 feet to and tangent to a line parallel with and distant 15 feet easterly from the east line of lands of the South Buffalo Railway Company deeded to it by N. C. Newerf by deed recorded in the Erie County Clerk's Office in Liber 917 of Deeds at page 174; thence northerly along said parallel line, 250 feet; thence northwesterly along a line curving to the left tangent to last mentioned line and whose radius is 573.7 feet about 50 feet to its intersection with the east boundary line of said lands of the South Buffalo Railway Company and to the point of beginning.

#### **PARCEL 4**

**Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in said City of Buffalo and being part of said Lot Number 16, of said Ogden Gore Tract, bounded and described as follows:

BEGINNING at a point in the north line of lands of the New York, Lackawanna & Western Railway Company conveyed by George Humphrey's et al by deed recorded in the Erie County Clerk's Office in Liber 430 of Deeds at page 37, said point of beginning being where the south line of aforescribed 30 foot strip (being the aforesaid Parcel 3) leaves said north line of the New York, Lackawanna & Western Railway Company's lands; thence westerly along said north line of the north line of the New York, Lackawanna & Western Railway Company's lands as so deeded and as deeded by N. C. Newerf by deed recorded in the Erie County Clerk's Office in Liber 943 of Deeds at page 385, being on a curve to the right with a radius of 4761.2 feet until it intersects with the east line of a portion of the land deeded by N. C. Newerf as aforesaid; thence northwesterly and northerly along last described line until it intersects the east line of land deeded by N. C. Newerf to the South Buffalo Railway Company by deed recorded in the Erie County Clerk's Office in Liber 917 of Deeds at page 174; thence northerly along the east line of lands of the South Buffalo Railway Company until it intersects the southwest line of the 30 foot strip above described (being the aforesaid Parcel 3); thence southeasterly along the southwest and south line of said 30 foot strip to the place of beginning, being all the land lying between said 30 foot strip and the lands of the New York, Lackawanna & Western Railway Company and lands of said South Buffalo Railway Company.

Said parcels Nos. 3 and 4 being parcels marked "Parcel No. 3" and "Parcel No. 4" respectively, upon the map annexed to said mortgage made and executed by New York State Steel Company to Commonwealth Trust Company, dated October 1<sup>st</sup>, 1906, and recorded in the

Erie County Clerk's office in Liber 1030 of Mortgages at page 253 and containing 2.515 acres of land, more or less.

Also, all the right, title and interest of first party to all crossings or rights of way across the lands now or formerly owned by New York, Lackawanna & Western Railway Company.

**PARCEL 5**

**Part of 122.16-1.8.1**

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 16, of the Ogden Gore Tract, bounded and described as follows:

BEGINNING in the boundary line between Lot Number 16 of the Ogden Gore Tract and Lot Number 60, Township 10, Range 8 of the Holland Land Company's Survey, said line being also the south line of lands formerly of New York State Steel Company formerly deeded by Joseph Block to Spencer Kellogg by deed dated August 26, 1905 and recorded in Liber 973 of Deeds page 600, where same is intersected by the south margin of the Buffalo River; thence southeasterly along said boundary line about 570 feet to an angle in the north line of Lot Number 16, said point being also the southeast corner of said Lot Number 60 and the southwest corner of Lot Number 58, Township 10, Range 8; thence southeasterly and a straight line being the southwest line of lands formerly of the New York Steel Company formerly deeded by Block to Kellogg as aforesaid about 105 feet to the north line of lands deeded by Nicholas C. Newerf to Henry W. Sprague by deed dated November 27, 1906 and recorded in the Erie County Clerk's Office in Liber 1028 of Deeds at page 274; thence westerly, northwesterly and northerly along the north and east line of said lands formerly deeded by said Newerf to said Sprague to its

intersection with the south margin of Buffalo River; thence easterly along the south margin of Buffalo River to point of beginning; containing 12.28 acres of land, more or less.

EXCEPTING AND RESERVING from the parcel above described those certain pieces or parcel of land conveyed by James S. Thompson, individually and as Chairman of the Committee of Bondholders of said New York Steel Company under Agreement dated the 1<sup>st</sup> day of July, 1913 and Geneva S. Thompson, his wife, to the City of Buffalo by deed dated the 21<sup>st</sup> day of September 1915 and recorded in the Office of the Clerk of the County of Erie, State of New York on the 19<sup>th</sup> day of October, 1915 in Liber 706 of Deeds at page 221.

#### **PARCEL 6**

##### **Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT RIGHT, TITLE AND INTEREST of the party of the first part in and to those certain premises described in and conveyed by a certain deed made by the City of Buffalo to the said James S. Thompson as Chairman of the Committee of Bondholders of the New York State Steel Company under Agreement dated the 1<sup>st</sup> day of July, 1913, which said deed is dated the 21<sup>st</sup> day of September, 1915 and recorded in the Office of the Clerk of the County of Erie, State of New York in Liber 1295 of Deeds at page 439 on the 19<sup>th</sup> day of October, 1915.

#### **PARCEL 7**

##### **Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 58, Township 10, Range 8 of the Buffalo Creek Reservation Lovejoy and Emslie Survey and part of Lot Number 16 of the Ogden Gore Tract and particularly bounded and described as follows:

BEGINNING at a point in the southerly line of lands conveyed to the New York, Lackawanna & Western Railway Company by Richard Evans by deed dated February 18, 1882, said point being located 352 feet westerly from the east line of said Lot Number 58 and measured along a line parallel to and distant 49 ½ feet southwesterly at right angles from the center line of the New York, Lackawanna & Western Railway; thence south 7° 16' east along the westerly line of lands conveyed to the said New York, Lackawanna & Western Railway Company by the said Richard Evans by deed dated January 6, 1883 about 755 feet to a point, distant 150 feet northerly measured at right angles from the center line of the New York, Lackawanna & Western Railway Company's so-called "Beach Line"; thence northeasterly about 40 feet to a point distant 170 feet northerly measured at right angles from the center line of said "Beach Line" said point being also distant 26 feet easterly measured at right angles from the westerly line of lands conveyed to said Railway Company by said Richard Evans by deed dated January 6, 1883, thence northerly about 652 feet to a point distant 40 ½ feet easterly measured at right angles from the aforesaid westerly line of lands conveyed to said Railway Company by said Richard Evans by deed dated January 6, 1883, and point being also distant 75 feet southwesterly measured at right angles from the center line of The New York Lackawanna & Western Railway Company's main line; thence northwesterly about 82 feet to the point of beginning.

### **PARCEL 8**

#### **Part of 122.16-1-8.1**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 16, of the Ogden Gore Tract, bounded and described as follows:

BEGINNING at a point near the Buffalo River on the easterly line of lands conveyed by Nicholas C. Newerf to the South Buffalo Railway Company by deed dated September 5, 1900 and recorded in the Erie County Clerk's Office in Liber 917 of Deeds at page 174, which point is the point of intersection of the extreme northerly line of lands deeded by said Nicholas C. Newerf to Spencer Kellogg by deed dated November 10, 1905 and recorded in the Erie County Clerk's Office in Liber 1017 of Deeds at page 615 with said easterly line of said lands so conveyed to said South Buffalo Railway Company; running thence southerly and easterly along the easterly and northerly line of said line so conveyed by said Nicholas C. Newerf to said Spencer Kellogg and along the entire strip of land so deeded to said Spencer Kellogg 2000 feet more or less to the easterly line of lands formerly owned by said Nicholas C. Newerf being the westerly line of lands formerly belonging to the New York State Steel Company; thence northerly along said westerly line of said lands formerly belonging to said New York State Steel Company to a point where said line will be intersected by a line parallel with and distant 50 feet northerly measuring at right angles from the northerly line of said lands so conveyed to said Spencer Kellogg; thence westerly and northerly on a line 50 feet distant (measuring at right angles) from and parallel with said northerly line of said lands so conveyed to said Spencer Kellogg 2000 feet more or less to a point in said easterly line of said lands so conveyed to the South Buffalo Railway Company or on the last aforesaid line extended northerly, which point is distant 120 feet northerly from the point of beginning measuring along said easterly line of said lands so conveyed to said South Buffalo Railway Company or along the same extended; thence southerly along said easterly line of said lands so conveyed to said South Buffalo Railway Company or the same extended 120 feet to the point of beginning; containing 2.384 acres of land, more or less.

**PARCEL 9**

**Part of 122.20-1-3.1**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Numbers 57 and 58, Township 10, Range 8 of the Buffalo Creek Reservation and more particularly bounded and described as follows:

BEGINNING at the point of intersection of the southwesterly line of Abbotts Corners Road with the southeasterly line of "Parcel 1" hereinabove described; running thence southeasterly along the said southwesterly line of said Abbotts Corners Road to the point of intersection thereof with the westerly line of lands now owned or occupied by the Delaware, Lackawanna and Western Railroad Company, said point of intersection being the northeasterly corner of Subdivision Lot Number 1 according to a map and plan of subdivision of part of said Farm Lot Number 57 made by Richard Johnson surveyor and filed in the Office of the Clerk of the said County of Erie under Cover of Maps 341; running thence southerly along the westerly line of the said lands so owned or occupied by the said Delaware, Lackawanna and Western Railroad Company and along the said easterly line of said Subdivision Lot Number 1 to the southeasterly corner of said Subdivision Lot Number 1; running thence westerly along the southerly line of the property of the Donner Steel Company, said southerly line being the northerly line of lands now or formerly owned or occupied by the said Delaware, Lackawanna and Western Railroad Company to the point of intersection of the said northerly line with the said southeasterly line of the said "Parcel 1" hereinabove described and running thence northeasterly along the said southeasterly line of said "Parcel 1" to the said southwesterly line of Abbotts Corners Road at the point of beginning.

Parcels 1 through 9 BEING parcels 1 through 8 and parcel 10 conveyed by Donner Steel Company, Inc. to Republic Steel Corporation by deed dated April 8, 1930, and recorded in Erie County Clerk's Office on April 11, 1930, in Liber 2092 of Deeds at Page 481.

**PARCEL 10**

**Part of 122.16-1-8.1 and 8.1/A**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Numbers 57, 58 and 60, Township 10, Range 8 of the Buffalo Creek Reservation and part of Lot Number 16 of the Gore Tract, more particularly described according to a plan of survey No. A-3200 made by Trautman Associates entitled "Survey of Lands: Consolidated Rail Corporation to Republic Steel Corporation", dated December 23, 1976, revised to January 12, 1977, (Grantor's Case Plan No. 65069), described as follows.

BEGINNING at a point in the most southerly corner of land described in a conveyance to Republic Steel Corporation by deed dated March 11, 1959 and recorded in Erie County Clerk's Office in Liber 6419 of Deeds at page 470; thence northerly along lands so conveyed to said Steel Corp. on a curve to the left concentric with 30 feet measured westerly from and radially to said center line of the tract of the west leg of Abbott Road Yard Wye of the Consolidated Rail Corporation (formerly Delaware, Lackawanna and Western Railroad Company) 659.32 feet more or less to a point, said point being the southeasterly terminus of the firstly described course in the above mentioned conveyance; thence northwesterly thereon 60 feet to a point, said point being 75 feet measured southwesterly from and radially to the original center line of the railroad of the Consolidated Rail Corporation (formerly Delaware, Lackawanna and Western Railroad Company) opposite D.L. & W Survey Station 21522+23; thence northwesterly 88 feet to a point

in the southerly line of a parcel of land first described in a conveyance to New York Lackawanna & Western Railway Co. by deed dated February 18, 1882 and recorded in said Clerk's Office in Liber 430 of Deeds at page 130; thence northwesterly thereon 1522.46 feet to a point in the easterly line of lands taken by the City of Buffalo for the Buffalo River Improvement; thence northeasterly along in the bounds of said Improvement 99 feet more or less to a point in the northerly line of the herein above mentioned conveyance to said New York, Lackawanna & Western Railway Co.; thence southeasterly thereon 1492.27 feet to a point; thence on a curve to the left and continuing in part along the last mentioned conveyance 884.94 feet to a point; thence southwesterly along a radial line of the previous curved course a distance of 99 feet to a point; thence southwesterly at an interior angle of  $111^{\circ} 23' 58''$  turned from the last mentioned course a distance of 385.72 feet to a point; thence continuing southwesterly through lands of Erie-Lackawanna Railroad Company a distance of 520.38 feet more or less to the point of beginning; containing 9.314 acres of land, more or less.

Parcel 10 BEING the same premises conveyed by Consolidated Rail Corporation to Republic Steel Corporation by deed dated April 2, 1979, and recorded in the Erie County Clerk's Office on April 26, 1979 in Liber 8777 of Deeds at page 519.

#### **PARCEL 11**

##### **Part of 122.20-1-3.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, described as follows;

BEGINNING at a point in the southerly line of South Park Avenue (formerly Abbott Road) 272.53 feet measured northwesterly along the same from the corner formed by the intersection of said line of South Park Avenue and the westerly line of New Abbey Street, where

said line of South Park Avenue is intersected by the westerly line of the first parcel described in a deed dated October 10, 1882 made by Sheldon Collins, his wife, to New York, Lackawanna & Western Railway Company recorded in Erie County Clerk's Office on December 1, 1882 in Liber 436 of Deeds at page 262; thence southeasterly along said line of South Park Avenue 148 feet to a point 56 feet measured northwesterly from and radially to the original center line of the railroad of the Delaware, Lackawanna and Western Railroad Company at Survey Station 21509+49; thence southwesterly 160 feet more or less to a point in said westerly line of the first parcel described in said deed recorded in the Erie County Clerk's Office in Liber 436 of Deeds at page 262, 49.5 feet measured northwesterly from and radially to said centerline at survey station 21511+16; thence northeasterly along said westerly line of first parcel described in said deed recorded in the Erie County Clerk's Office in Liber 436 of Deeds at page 262, 148 feet more or less to the point of beginning; containing 9,961 square feet of land, more or less.

BEING the same premises conveyed by Delaware, Lackawanna and Western Railroad Company to Republic Steel Corporation by deed dated July 26, 1955, and recorded in the Erie County Clerk's Office on August 18, 1955 in Liber 5814 of Deeds at page 42.

## **PARCEL 12**

### **Part of 122.20-1-23.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Numbers 58 and 60, Township 10, Range 8 of the Holland Land Company's Survey and also part of Lot Number 16 of the original Ogden Gore Tract, bounded and described as follows:

BEGINNING at the intersection of courses 3 and 4 of deed dated September 19, 1902 from Nicolas G. Newerf to the New York, Lackawanna and Western Railway Company (Now

Erie Lackawanna Railway Company) recorded in Book 943 Page 385 of Erie County Deed Records, said intersection point also being 150 feet northwesterly by radial measurement from original center line of aforesaid former New York, Lackawanna and Western Railway Company at Chaining Station 21542+81 more or less:

1. Thence northeasterly along the division line between lands of Republic Steel Corporation on the north and lands of Erie Lackawanna Railway Company on the south, along a curve to the left having a radius of 4761.15 feet an arc distance of 1773.41 feet to a point and whose chord bears north  $80^{\circ} 02' 36''$  east for the distance of 1763.18 feet;
2. Thence south  $20^{\circ} 37' 39''$  east on a radial line 6 feet to a point in the southerly line of parcel now or formerly leased to the Republic Steel Corporation;
3. Thence southwesterly along aforesaid southerly line of the parcel now or formerly leased to Republic Steel Corporation along a curve to the right having a radius of 4767.15 feet an arc distance of 285.00 feet to a point and whose chord bears south  $71^{\circ} 05' 06''$  for a distance of 284.95 feet;
4. Thence south  $71^{\circ} 15' 58''$  west along the aforesaid southerly line of the parcel now or formerly leased to the Republic Steel Corporation a distance of 172.06 feet to a point in the center line projected southerly Column Line "A" in the open hearth building of Republic Steel Corporation;
5. Thence due south along aforesaid southerly projection of the center line of Column Line "A" 39.90 feet to a point;
6. Thence south  $79^{\circ} 36'$  west 745.51 feet to a point;
7. Thence south  $70^{\circ} 08' 26''$  west 171.82 feet to a point of curve;

8. Thence southwesterly on a curve to the right having a radius of 625.5 feet an arc distance of 134.18 feet to a point of compound curve and whose chord bears south  $85^{\circ} 17' 10''$  west for a distance of 133.93 feet;
9. Thence northwesterly continuing on a curve and to the right having a radius of 445.85 feet an arc distance of 213.99 feet to a point of tangency and whose chord bears north  $74^{\circ} 49' 07''$  west for a distance of 211.94 feet;
10. Thence north  $61^{\circ} 04' 07''$  west along a straight line 23.46 feet to a point of curve;
11. Thence northwesterly on a curve to the right having a radius of 424.68 feet an arc distance of 192.00 feet to point of compound curve and whose chord bears north  $48^{\circ} 07'$  west for a distance of 190.38 feet;
12. Thence northwesterly continuing on a curve to the right having a radius of 293.82 feet an arc distance of 74.16 feet to a point and whose chord bears north  $27^{\circ} 56' 03''$  west for a distance of 73.97 feet;
13. Thence north  $06^{\circ} 06' 04''$  west 88.52 feet to a point in the aforesaid division line between lands of Republic Steel Corporation on the north and lands of Erie, Lackawanna Railway Company on the south;
14. Thence southeasterly on the last mentioned division line along a curve to the left having a radius of 433.33 feet an arc distance of 255.00 feet to the point of beginning and whose chord bears south  $29^{\circ} 58' 54''$  east for a distance of 251.34 feet.

Containing 2.923 acres of land, more or less.

BEING the same premises conveyed by Erie-Lackawanna Railway Company to Republic Steel Corporation by deed dated June 4, 1969, and recorded in the Erie County Clerk's Office on August 29, 1969 in Liber 7622 of Deeds at page 649.

**PARCEL 13**

**Part of 122.16-1-8.1 and 8.1/A**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND and premises, hereinafter particularly described, situate, lying and being in the City of Buffalo, County of Erie and State of New York, bounded and described as follows:

BEGINNING at the intersection of the lines of the third and fourth courses described in a deed made January 16, 1906 between The New York Lackawanna and Western Railway Company and Spencer Kellogg recorded in the Erie County Clerk's Office on March 8, 1906 in Liber 1038 of Deeds at page 171, 75 feet measured southwesterly from and radially to the original center line of the railroad of The Delaware, Lackawanna and Western Railroad Company opposite Survey Station 21522+23;

1. Thence southeasterly 60 feet to a point 30 feet measured southwesterly from and at right angles to the center line of the track of the west leg of the Abbott Road Yard Wye of the Delaware, Lackawanna and Western Railroad Company;
2. Thence southerly on a curve to the right concentric with and 30 feet measured westerly from and radially to said center line of track of said west leg of said Wye 640 feet more or less to a point in said line of said third course described in said deed recorded in Liber 1038 of Deeds at page 171;
3. Thence northerly along a portion of said last mentioned line 645 feet more or less to the point of beginning.

Containing 1.269 acres of land, more or less.

BEING the same premises conveyed by the Delaware, Lackawanna and Western Railroad Company to Republic Steel Corporation by deed dated March 11, 1959, and recorded in the Erie County Clerk's Office on May 7, 1959 in Liber 6419 of Deeds at page 470.

**PARCEL 14**

**132.08-1-6 and 6A**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being parts of Lots 55 and 56, Township 10, Range 8 of the Buffalo Creek Reservation and further distinguished as Subdivision Lot Number 2, Block Number 1 according to a map and survey made by Thomas Rogers, Civil Engineers, and filed in the Erie County Clerk's Office June 3, 1897 under cover Number 615, except the northerly 10 feet of said Lot and being 26 feet front and rear by 110 feet in depth on South Park Avenue (formerly Abbott Road), north side, 27 feet east of Bertha Street.

BEING the same premises conveyed by Vincent J. Muffoletto, Referee, to Republic Steel Corporation by deed dated June 29, 1977, and recorded in the Erie County Clerk's Office on July 5, 1977 in Liber 8527 of Deeds at page 299.

**AREA III**

**PARCEL "A"**

**Part of 132.08-1-7**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Numbers 16 and 17 of the Ogden Gore Tract, bounded and described as follows:

BEGINNING at the point of intersection of the center line of Bell Street, as formerly laid out, and the westerly line of Abby Street; thence southwardly along said westerly line of Abby Street 541 feet to a point; thence westwardly at right angles to said westerly line of Abby Street 222.06 feet; thence westwardly and parallel with the center line of Bell Street, as formerly laid out, 1563.21 feet to a point in the easterly line of the right of way of Buffalo, Rochester and Pittsburgh Railway Company; thence northwardly along the easterly line of the right of way of Buffalo, Rochester and Pittsburgh Railway Company 112 feet to a point; thence westwardly and parallel with said center line of Bell Street 107 feet to a point in the easterly line of the right of way of South Buffalo Railway Company; thence northwardly along said last mentioned easterly line 142 feet to a point in the line of lands now or formerly of Donner-Union Coke Corporation; thence along said land the following three courses and distances:

1. Eastwardly and at right angles to said last mentioned easterly line of the right of way of South Buffalo Railway Company 47.3 feet to a point;
2. Thence northwardly by a curve to the right with a radius of 360.7 feet a distance of 480.73 feet to a point;

3. Northwardly at right angles to said center line of Bell Street 14.5 feet to a point in the center line of Bell Street, as formerly laid out;  
thence along said center line and an extension thereof and also along lands now or formerly of Donner-Union Coke Corporation eastwardly 1711.5 feet to said westerly line of Abby Street;  
thence along said westerly line southwardly 121.15 feet to the place of beginning.

BEING parcel A conveyed by Bethlehem Steel Corporation to Republic Steel Corporation by deed dated June 24, 1968, and recorded in Erie County Clerk's Office on June 27, 1968, in Liber 7482 of Deeds at Page 400.

**(Parcel B) Part of 132.08-1-7**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 17 of the Ogden Gore Tract, bounded and described as follows:

BEGINNING at a point in the westerly line of Abby Street, distant 541 feet southerly from its intersection with the center line of Bell Street, as originally laid out, said point of beginning being the southeasterly corner of lands conveyed to Bethlehem Iron & Steel Corporation by Irene Krull by deed dated September 23, 1926 and recorded in the Erie County Clerk's Office on September 29, 1926, in Liber 1905 of Deeds at page 534; running thence southerly along the westerly line of Abby Street 383.30 feet to the southerly line of lands conveyed by Frederick Brown to Nicholas Newerf and William H. Newerf by deed dated April 19, 1887 and recorded in the Erie County Clerk's Office on April 22, 1887 in Liber 526 of Deeds at page 107; running thence westerly and along the southerly line of Newerf's lands, as above mentioned, 1633.32 feet to the easterly line of lands conveyed to Buffalo, Rochester and

Pittsburgh Railway Co. by Irene Krull by deed dated June 8, 1917 and recorded in the Erie County Clerk's Office on June 22, 1917 in Liber 1364 of Deeds at page 540; running thence northerly and along the easterly line of lands conveyed to the Buffalo, Rochester and Pittsburgh Railway Co., as aforesaid, 433.29 feet to the southwesterly corner of lands conveyed to Bethlehem Iron & Steel Corporation, as above mentioned; running thence easterly and along the southerly line of Bethlehem Iron & Steel Corporation's lands, as aforesaid, 1561.33 feet to a point where a line drawn through the place of beginning and at right angles to the westerly line of Abby Street will intersect the same and running thence easterly and along the said right angle line 226.06 feet to the westerly line of Abby Street at the place of beginning; containing 16.9525 acres of land, more or less.

BEING parcel B conveyed by Bethlehem Steel Corporation to Republic Steel Corporation by deed dated June 24, 1968, and recorded in Erie County Clerk's Office on June 27, 1968, in Liber 7482 of Deeds at Page 400.

**MARILLA STREET**

**PARCEL "1"**

**132.20-1-9**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the Fourth Ward in the City of Buffalo, County of Erie and State of New York, being part of Lot 18 of the Ogden Gore Tract, so called, and part of Lot 43 of the Buffalo Creek Indian Reservation, bounded and described as follows, viz:

BEGINNING at a point in the middle line of Marilla Street at a corner of land of other owners in Lot 18 of the Ogden Gore Tract and at the distance of 87.5 feet measured eastwardly and at right angles from a point in the line dividing land of the New York, Chicago and St. Louis Railroad Company on the west from land of the Western New York and Pennsylvania Railway Company on the east, said beginning point being also at the distance of 99.17 feet measured south  $85^{\circ} 9'$  east along the prolongation westwardly of said middle line of Marilla Street from a point in the line established as the center line of the main track of railroad of the Western New York and Pennsylvania Railway Company known as the Chautauqua Branch, said last-mentioned point being at the distance of 1629.5 feet measured north  $17^{\circ} 9'$  west along said center line of the main track of railroad, Chautauqua Branch, from another point therein, opposite said Railway Company's Mile Post 5.

EXTENDING from said beginning point the following 4 courses and distances:

1. South  $85^{\circ} 9'$  east along said middle line of Marilla Street, being along a southerly line of land of other owners crossing the line dividing Lot 18 in the Ogden Gore Tract on the west from the Buffalo Creek Indian Reservation on the east, passing through a point

common to the northwesterly corner of Lot 43 and common to the southwesterly corner of Lot 44, both in said Buffalo Creek Indian Reservation, and along the line dividing Lot 43 on the south from Lot 44 on the north, both in said Buffalo Creek Indian Reservation, 273.58 feet to the point of meeting with the westerly line of land of the South Buffalo Railway Company, distant 79.79 measured north  $85^{\circ} 9'$  west along said middle line of Marilla Street which is coincident with said line dividing Lot 43 on the south from Lot 44 on the north from a point in the line established as the center line of railroad of the South Buffalo Railway Company and making an angle of  $68^{\circ} 2'$  therewith as measured from the westward towards the northward; the following 2 courses and distances being along said westerly line of the South Buffalo Railway Company.

2. South  $17^{\circ} 9'$  east crossing the southerly line of said Marilla Street 283 feet to a point;
3. Southwardly having said last-described course as a tangent on a curve to the right having a radius of 438.39 feet an arc length of 496.68 feet to a point at a corner of said last-mentioned land, said second course being along a line parallel with and distant westerly 74 feet at right angles from the center line of the South Buffalo Railway Company and said third course being along a line concentric with and distant westerly 74 feet radially from the center line of the South Buffalo Railway Company
4. North  $17^{\circ} 9'$  west by land of the Western New York and Pennsylvania Railway Company on a line parallel with and distant 87.5 feet measured eastwardly and at right angles from said line dividing land of the New York, Chicago and St. Louis Railroad Company on the west from land of the Western New York and Pennsylvania Railway Company on the east, recrossing said line dividing the Buffalo Creek Indian Reservation on the south from the Ogden Gore Tract on the north, being the line dividing Lot 43 in the Buffalo Creek

Indian Reservation on the south from Lot 18 in the Ogden Gore Tract on the north, at location recrossing said southerly line of Marilla Street at the westerly extremity thereof 782.9 feet to the place of beginning; containing 3.61 acres of land, more or less.

BEING part of the premises which The Stuyvesant Real Estate Company, by deed dated June 1, 1931 and recorded in the Office of the Clerk of the County of Erie, New York in Liber 2166 of Deeds at page 441, granted and conveyed unto the said Western New York and Pennsylvania Railway Company in fee and part of the premises which Franklin D. Locke and wife, by deed dated December 22, 1884 and recorded in the said Clerk's Office in Liber 470 of Deeds at page 434 granted and conveyed unto The Union Terminal Railroad Company of the City of Buffalo in fee and by agreement dated November 2, 1916, a certificate of which was filed in the Office of the Secretary of State of the State of New York November 12, 1917, all the property rights and franchises of The Union Terminal Railroad Company of the City of Buffalo were acquired by the said Western New York and Pennsylvania Railway Company.

BEING the same premises conveyed by Western New York and Pennsylvania Railway Company to Republic Steel Corporation by deed dated November 2, 1945, and recorded in the Erie County Clerk's Office on November 23, 1945 in Liber 3797 of Deeds at page 508.

**PARCEL "2"**

**133.17-1-6 and 133.17-1-9**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot 42, Township 10, Range 8 of the Holland Land Company' Survey, bounded and described as follows:

BEGINNING in the north line of said Lot 42 at the point of intersection of the southwesterly line of lands conveyed to the Rochester and Pittsburgh Railroad Company;

running thence westerly and along the north line of said Lot 42 – 2251.63 feet to the northeast line of lands conveyed to The Union Terminal Railroad Company; thence southeasterly and along the northeast line of said Union Terminal Railroad Company's lands about 1175 feet to the south line of said Lot 42; thence easterly and along the south line of said Lot 42 – 3076.43 feet to the southwest line of lands owned by the Rochester and Pittsburgh Railroad Company; thence northwesterly and along the southwest line of the said Rochester and Pittsburgh Railroad Company's lands about 1610 feet to the north line of said Lot 42 to the point or place of beginning; containing 65.42 acres of land, more or less.

**Part of 133.17-1-1**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, known and distinguished as Subdivisions Lots 25, 27, 29 and so much of Lot 31 lying east of the right of way of the South Buffalo Railway Company as conveyed by the deed dated November 5, 1903 and recorded in the Erie County Clerk's Office in Liber 984 of Deeds at page 412 on the 11<sup>th</sup> day of April 1904, as such subdivision lots are shown on a subdivision map of part of Lot 43, Township 10 Range 8 of the Holland Land Company's Survey and recorded in the Erie County Clerk's Office in Liber 125 of Deeds at page 332, more particularly bounded and described as follows:

BEGINNING at a point in the north line of said Lot 43 at the distance of 42 chains 37 links westerly from the northeast corner thereof and said commencing point being the northeast corner of said Subdivision Lot 25; running thence south – southerly and parallel with the east line of said Lot 43 – 13 chains 22 links to the south line of said Lot 43; thence westerly along said line of Lot 43 to the intersection of said line of Lot 43 with the easterly bounds of the said right of way of the South Buffalo Railway Company; thence running northeasterly and

northwesterly along the east bounds of the said right of way of the South Buffalo Railway Company to a point in the north line of said Lot 43 where the same is intersected by the easterly bounds of the right of way of said South Buffalo Railway Company and thence easterly along the north line of said lot 43 to the point or place of beginning.

EXCEPTING and reserving therefrom all that certain tract, piece or parcel of land taken and acquired by the City of Buffalo pursuant to Chapter 557 of the Laws of 1887 by an Order of the Superior Court of Buffalo dated April 3, 1891 and recorded May 6, 1891 in the Erie County Clerk's Office in Liber 609 of Deeds at page 374.

ALSO excepting and reserving therefrom all the certain tract, piece or parcel of land taken or acquired by the City of Buffalo pursuant to an Order of the Supreme Court Erie County dated October 23, 1903 and recorded October 24, 1903 in the Erie County Clerk's Office in Liber 981 of Deeds at page 238.

ALSO excepting and reserving therefrom all that certain tract, piece or parcel of land conveyed to the South Buffalo Railroad Company by Henry K. Kirkover and Emma J. Kirkover, his wife, and Henry Koons, a bachelor, by deed dated November 5, 1903 and recorded on April 11, 1904 in the Erie County Clerk's Office in Liber 984 of Deeds at page 412.

ALSO excepting and reserving therefrom all that certain tract, piece or parcel of land conveyed to the City of Buffalo by Henry K. Kirkover and Emma J. Kirkover, his wife, by deed dated December 29, 1904 and recorded January 27, 1905 in the Erie County Clerk's Office in Liber 1005 of Deeds at page 369.

ALSO excepting the fee of the lands within the limits of Marilla Street, as now laid out.

BEING parcel 12 conveyed by Donner Steel Company, Inc. to Republic Steel Corporation by deed dated April 8, 1930, and recorded in the Erie County Clerk's Office on April 11, 1930, in Liber 2092 of Deeds at Page 481.

**Part of 133.17-1-1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, Erie County, New York, being a part of Lot Number 43, of the Buffalo Creek Indian Reservation, bounded and described as follows:

BEGINNING at a point in the center line of Marilla Street, distant 92.73 feet eastwardly from its intersection with the center line of South Buffalo Railway Company as originally laid out, said point of beginning being the northeast corner of lands conveyed by Henry D. Kirkover and deeded to South Buffalo Railway Company by quit claim deed dated November 5<sup>th</sup>, 1903 and recorded in the Erie County's Office on April 11, 1904 in Liber 984 at page 412; thence continuing along the present right of way line of South Buffalo Railway Company south 20° 27' east 630.24 feet to a point; thence south 48° 37' west 417.18 feet to a point; thence north 25° 36' 20" west 67.71 feet to a point; thence along a curved line running east and north, said line being parallel with and distant 21 feet from the center line of the main line of the railway of South Buffalo Railway Company, said curve having a radius of 533.38 feet and a length of arc of 629.96 feet to a point; thence continuing parallel with and 21 feet distant from the center line of aforementioned main line north 20° 27' west 211.68 feet to a point; thence north 76° 52' 29" east 47.69 feet to a point; thence north 20° 27' west 20 feet to a point in the center line of Marilla Street, said point being 73.64 feet eastwardly from the intersection of the center line of said main line and center line of Marilla Street; thence along said center line of Marilla Street south 88° 29' east 19.09 feet to the point of beginning, containing in all 2.031 acres more or less.

**133.13-1-8**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots 17 and 18 of the Ogden Gore Tract and part of Subdivision Lots 26, 28, 30, and 32 of Great Lot 44 of the Buffalo Creek Indian Reservation as set forth on a subdivision map in Liber 125 of Deeds at page 332 in the Erie County Clerk's Office and more particularly described as follows:

BEGINNING at a point of intersection of the center line of Marilla Street with the westerly line of Subdivision Lot 24; thence northerly along the westerly line of Subdivision Lot 24, 93.75 feet to the southerly line of lands deeded to the Buffalo, Rochester & Pittsburgh Railroad by Rufus L. Howard by deed dated October 31<sup>st</sup>, 1883; thence northwesterly along the southerly line of land of the Buffalo, Rochester & Pittsburg Railroad about 1810.61 feet to the easterly line of land conveyed by the Estate of Rufus L. Howard to the South Buffalo Railroad Company by deed dated September 15, 1900; thence southerly along the easterly line of land of the South Buffalo Railroad Company and a prolongation southerly thereof, 1341.59 feet to the center line of Marilla Street; thence easterly along center line of Marilla Street, a distance of about 897.45 feet to the southwesterly corner of Subdivision Lot 24 at the point or place of beginning.

SAID premises being further described as Block D on a certain map or survey made for Howard & Randall by George C. Diehl, Civil Engineer, and filed in the Erie County Clerk's Office under date of March 11, 1918 under Cover 1006, containing 14.33 acres of land, be the same more or less.

BEING parcel 9 conveyed by Donner Steel Company, Inc. to Republic Steel Corporation by deed dated April 8, 1930, and recorded in Erie County Clerk's Office on April 11, 1930, in Liber 2092 of Deeds at Page 481.

**PARCEL "3"**

**(Parcel 1) – 132.16-1-9**

ALL those 3 certain lots of pieces of land, situate, lying and being in the City of Buffalo, County of Erie, State of New York, bounded and described as follows:

BEGINNING at a point at the intersection of the northerly line of Marilla Street with the easterly line of lands as conveyed to Franklin D. Locke, Trustee, by Rufus L. Howard and wife, and now owned or occupied by the Western New York and Pennsylvania Railroad Company; thence northwardly along said easterly line at an interior angle of  $112^{\circ} 0' 20''$  with said northerly line of Marilla Street 1852.16 feet, more or less, to a point; thence along the westerly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Rufus L. Howard and Maria, his wife, by deed dated October 10, 1882 and recorded in the Office of the Clerk of the County of Erie in Liber 446 of Deeds at page 2, the following 2 courses and distances:

1. Easterly at an interior angle of  $106^{\circ} 08'$  - 87.22 feet and southwardly by a curve to the left with a radius of 1966.58 feet, a distance of 373.26 feet to a point distant 108 feet westwardly at right angles to the center line of the South Buffalo Railway Company main line;
2. Thence southwardly parallel and distant 108 feet from said center line 1617.98 feet, more or less, to a point on the said northerly line of Marilla Street; thence westwardly along said northerly line at an interior angle of  $68^{\circ} 2'$  - 236.36 feet to the place of beginning.

Containing 9.106 acres of land, more or less.

**(Parcel 2) – Part of 132.12-1-7.1**

BEGINNING at a point at the intersection of the southerly line of Tifft Street with the easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Rufus L. Howard and Maria, his wife, by deed dated October 10, 1882 and recorded in the Office of the Erie County Clerk in Liber 446 of Deeds at page 2; thence eastwardly along said southerly line of Tifft Street 189.77 feet to a point, distant 26.23 feet westwardly at right angles to the center line of the South Buffalo Railway Company main line; thence southwardly at an interior angle of  $88^{\circ} 23' 22''$  with said southerly line of Tifft Street 1286 feet, more or less, to a point, distant 62 feet westwardly at right angles to the said center line of said South Buffalo Railway Company main line; thence northwardly along the said easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by said deed dated October 10, 1882 to the place of beginning; containing 4.174 acres of land, more or less.

**(Parcel 3) – Part of 132.12-1-7.1**

BEGINNING at a point at the intersection of the center line of the Tifft Street with the easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Fred B. Curtis and Harriet N., his wife, by deed dated September 18, 1882 and recorded in the Office of the Clerk of the County of Erie in Liber 446 of Deeds at page 27; thence along said right of way line the following 2 courses and distance:

1. Northwardly 660 feet to a point and eastwardly and parallel to Tifft Street 150 feet to a point; thence along a line of land of the South Buffalo Railway Company southwardly and parallel to said easterly right of way line as conveyed to the Rochester and

Pittsburgh Railroad Company by said deed dated September 18, 1882 – 660 feet to a point in said center line of Tiff Street;

2. Thence westwardly along said center line 150 feet to the place of beginning.

Containing 2.273 acres of land, more or less.

Parcel 3 BEING parcels 1 through 3 conveyed by Bethlehem Steel Company to Republic Steel Corporation by deed dated March 29, 1945, and recorded in Erie County Clerk's Office on September 4, 1945, in Liber 3756 of Deeds at Page 183.

#### **PARCEL "4"**

##### **(Tract One) – 132.16-1-11.2**

THE TRACT OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 44, Township 10 North, Range 8 West, of the Buffalo Creek Indian Reservation and parts of Lots 17 and 18 of the Ogden Gore, bounded and described as follows:

BEGINNING at a TRUE POINT OF BEGINNING determined as follows:

BEGINNING at the intersection of the center line of the right of way of Marilla Street, a street 49.50 feet in width with the easterly line of land now or formerly of Norfolk and Western Railroad Company; thence along said center line of Marilla Street south  $88^{\circ} 40' 22''$  east 445.87 feet; thence north  $20^{\circ} 27' 00''$  west, 26.65 feet to the northerly line of said right of way of Marilla Street, a southwesterly corner of a tract of land of the grantor, said TRUE POINT OF BEGINNING; thence along said northerly line of right of way of Marilla Street north  $88^{\circ} 40' 22''$  west, 209.51 feet to southeasterly corner of another tract of land of the grantor; thence along said last-mentioned tract of land north  $20^{\circ} 27' 00''$  west, 1617.98 feet to the southwesterly line of a tract of land now or formerly of the Baltimore and Ohio Railroad Company; thence along said last-mentioned tract of land the following 2 courses and distances:

1. Southeastwardly by a curve to the left the radius of which is 1966.58 feet and the chord of which bears south 48° 05' 19" east 55.25 feet an arc distance of 55.25 feet; and
2. South 48° 53' 36" east 354.68 feet to a northwesterly corner of the first above-mentioned tract of land of the grantor; thence along said last-mentioned tract of land south 20° 27' 00" east 232.56 feet to a corner of a tract of land now or formerly of Buffalo Sintering Corporation; thence along said last-mentioned tract of land, the following 4 courses and distances:
  1. South 20° 27' 00" east 85.00 feet;
  2. South 69° 33' 00" west, 50.00 feet;
  3. South 20° 27' 00" East, 430.00 feet and
  4. North 69° 33' 00" east 50.00 feet; thence partly along said last mentioned tract of land and partly along the first above-mentioned tract of land of the grantor south 20° 27' 00" east 587.33 feet to the said TRUE POINT OF BEGINNING.

**(Tract Two) – 132.20-1-2.2**

THE TRACT OF LAND, situate in the City of Buffalo, Erie County, New York, being parts of Lots 42 and 43, Township 10 North, Range 8 West of the Buffalo Creek Indian Reservation, that is bounded and described as follows:

BEGINNING at a TRUE POINT OF BEGINNING determined as follows:

BEGINNING at the intersection of the center line of the right of way of Marilla Street, a street 49.50 feet in width with the easterly line of land now or formerly of Norfolk and Western Railroad Company; thence along said center line of Marilla Street south 88° 40' 22" east 426.78 feet to a northwesterly corner of a tract of land of the grantor, said TRUE POINT OF BEGINNING; thence in and through said Marilla Street the following 2 courses and distances:

1. South 20° 27' 00" east 20 feet;
2. South 84° 03' 32" west 48.83 feet to the southerly line of said right of way of Marilla Street; thence the following 4 courses and distances:
  1. South 20° 27' 00" east 218.39 feet;
  2. Southwestwardly by a curve to the right the radius of which is 533.39 feet and the chord of which bears south 13° 00' 51" west 588.24 feet, an arc distance of 623.06 feet;
  3. South 20° 27' 00" east 70 feet; and
  4. South 48° 30' 23" west 52.19 feet to the easterly line of a tract of land now or formerly of Norfolk and Western Railroad Company; thence along said last-mentioned tract of land the following 3 courses and distances:
    1. North 20° 27' 00" west 28.70 feet;
    2. South 86° 29' 08" east 26.29 feet;
    3. North 20° 27' 00" west 163.69 feet to a southwesterly corner of another tract of land of the grantor; thence along said last-mentioned tract of land the following 2 courses and distances:
      1. Northeastwardly by a curve to the left the radius of which is 438.39 feet and the chord of which bears north 12° 07' 02" east 471.96 feet, an arc distance of 498.37 feet;
      2. North 20° 27' 00" west 283 feet to the above-mentioned center line of Marilla Street; thence along said center line south 88° 40' 22" east 153.20 feet to said TRUE POINT OF BEGINNING.

BEING Tract One and Tract Two conveyed by South Buffalo Railway Company to LTV Steel Company, Inc., by deed dated December 7, 1989, and recorded in Erie County Clerk's Office on December 27, 1989, in Liber 10122 of Deeds at Page 58.

**PARCEL "5"**

**132.16-1-13 and 132.16-1-14**

**(Parcel 1)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and state of New York, being part of Lots Nos. 17 and 18 of the Ogden Gore Tract and part of Lot No. 44, Township 10, Range 8 of Holland Land Company's Survey, more particularly bounded and described as follows:

BEGINNING at point in the easterly line of right of way of the South Buffalo Railroad Company, distant along the said easterly line 209 feet southerly from a monument at the point of intersection of the said easterly line with the southwesterly line of the right of way of the Buffalo, Rochester & Pittsburg Railway Company, the said point of beginning being the point of intersection of the said easterly line of said right of way of the South Buffalo Railroad Company with a line drawn parallel with and distant 100 feet southwesterly from the said southwesterly line of the said right of way of the Buffalo, Rochester & Pittsburg Railway Company, measured at right angles thereto; running thence southerly along the said easterly line of the said right of way of the South Buffalo Railroad Company, a distance of 599 feet; running thence easterly at right angles with the said easterly line of the said right of way of the South Buffalo Railroad Company, a distance of 140 feet; running thence northerly on a line parallel with the said easterly line of said right of way of the South Buffalo Railroad Company, a distance of 342.06 feet to the point of intersection of the said parallel line with the said line drawn parallel with and distant 100 feet southwesterly from the said southwesterly line of said right of way of the Buffalo, Rochester & Pittsburg Railway Company measured at right angles thereto; running thence northwesterly along the said line drawn parallel with and distant 100 feet southwesterly

from the said southwesterly line of said right of way of the Buffalo, Rochester & Pittsburg Railway Company measured at right angles thereto, a distance of 292.62 feet to the point or place of beginning.

**(Parcel 2)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 44, Township 10, Range 8 of the Holland Land Company's Survey, and more particularly bounded and described as follows:

BEGINNING at a point of intersection of the northerly line of Marilla Street with a line drawn parallel with and distant 10 feet easterly from the easterly line of the right of way of the South Buffalo Railroad Company, measured at right angles thereto; running thence northerly along the said parallel line, a distance of 10 feet; running thence easterly on a line drawn parallel with the said northerly line of Marilla Street, distance of 20 feet; running thence southerly on a line drawn parallel with the said easterly line of said right of way of the Buffalo Railroad Company, a distance of 10 feet to the northerly line of Marilla Street; running thence westerly along the said northerly line of Marilla Street, distance of 20 feet to the point of the point or place of beginning.

**(Parcel 3)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots 17 and 18 of the Ogden Gore Tract and part of Lot 44, Township 10, Range 8 of the Holland Land Company's Survey and more particularly bounded and described as follows:

BEGINNING at a point in the northerly line of Marilla Street where the same is intersected by the easterly line of the right of way of the South Buffalo Railroad Company;

running thence northerly along the said easterly line of the said right way of the South Buffalo Railroad Company to the point of intersection of the said easterly line with the southerly line of Parcel 1 hereinabove described; running thence easterly along the said southerly line of said Parcel 1 hereinabove described, a distance of 10 feet; running thence southerly on a line parallel with the said easterly line of said right of way of the South Buffalo Railway Company to the point of intersection of the said parallel line with said northerly line of Marilla Street; running thence westerly along the said northerly line of Marilla Street about 10 feet to the point or place of beginning.

**(Parcel 4)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot 17 and 18 of the Ogden Gore Tract and being further bounded and described as follows:

BEGINNING at a point in the easterly right of way line of the South Buffalo Railroad Company, said point being southerly along said right of way line 85 feet from intersection of said right of way line with the northerly line of lands conveyed to Buffalo Sintering Corporation by deed recorded in the Erie County Clerk's Office in Liber 1741 of Deeds at page 391; running thence southerly along said right of way line a distance of 430 feet to a point; running thence westerly at right angles to the said right of way line a distance of 50 feet to a point; running thence northerly parallel to and 50 feet distant from right of way line a distance of 430 feet to a point; thence at right angles to the last mentioned line a distance of 50 feet to the point or place of beginning.

Parcel 5 BEING parcels 1 through 4 conveyed by the City of Buffalo to LTV Steel Company, Inc. by deed dated April 14, 1992, and recorded in Erie County Clerk's Office on April 15, 1992, in Liber 10428 of Deeds at Page 163.

**Parcel "5 A"**

**133.17-1-2**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 43, Township 10 and Range 8 of the James Sperry's Survey of the Buffalo Creek Reservation, more particularly bounded and described as follows:

COMMENCING at a point in the southerly line of Marilla Street, distant 372.63 feet westerly from the point of intersection of said southerly line of Marilla Street with the westerly line of Hopkins Street, said point of beginning also being the point of intersection of the said southerly line of Marilla Street and the southwesterly line of a new street conveyed to the City of Buffalo by Elmwood Improvement Company by deed dated the 5<sup>th</sup> day of October, 1917 and recorded in the Office of the Clerk of the County of Erie, New York, in Liber 1368 of Deeds at page 400 on the 30<sup>th</sup> day of October, 1917; running thence west along the southerly line of Marilla Street 75.31 feet to the easterly line of premises now or formerly owned by Republic Steel Corporation; thence south along the east line of the premises now or formerly owned by Republic Steel Corporation 847.77 feet to the south line of said Lot No. 43; thence east along the south line of said Lot No. 43, 375.99 feet to the southwesterly corner of a certain parcel of land appropriated or to be appropriated by the State of New York from Elmwood Improvement Company as shown and described on a map designated as follows: PUBLIC SERVICE COMMISSION OF CASE NO. 8453 HOPKINS STREET AND MARILLA STREET, Grade

Crossing Elimination of Buffalo, Rochester and Pittsburgh Railway, Operated by the Baltimore and Ohio Railroad, Map No. 2, Parcel 2, Elmwood Improvement Company (reputed owner) filed in the Office of the Department of State of the State of New York on the 24<sup>th</sup> day of August 1938; thence northerly along the westerly line of the said parcel of land so appropriated or to be appropriated by the State of New York from Elmwood Improvement Company, as aforesaid, 614.87 feet, more or less, to the southwesterly line of the premises so conveyed to the City of Buffalo by Elmwood Improvement Company as aforesaid; and thence northwesterly along the southwesterly line of the premises so conveyed to the City of Buffalo by Elmwood Improvement Company as aforesaid 369.14 feet to the point or place of beginning.

BEING the premises conveyed by Albert Fox to Republic Steel Corporation by deed dated August 12, 1942, and recorded in Erie County Clerk's Office on August 12, 1942, in Liber 3285 of Deeds at Page 290.

#### **PARCEL "6"**

##### **Marilla Street**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being all that portion of Marilla Street laying west of Hopkins Street in Lots 18, 43 and 44 of the Buffalo Creek Indian Reservation in Township 11, Range 8 of the Holland Land Company's Survey and being more particularly described as follows:

BEGINNING at the northerlymost corner of Parcel 2 of the lands taken for the Hopkins Street and Marilla Street Grade Crossing Elimination Project (Public Service Case No. 8453), said point of beginning being a point in the present southwesterly line of Marilla Street as relocated by the Grade Crossing Elimination, said point being 117.81 feet northwest of the original westerly line of Hopkins Street (66 feet wide) as measured along the extension of the

present southwesterly line of Marilla Street and running thence northerly and along the northerly extension of the westerly line of Parcel 2, 86.72 feet, more or less, to a point in the present northeasterly line of Marilla Street (66 feet wide); running thence northwesterly and along the northeasterly line of relocated Marilla Street, 311.31 feet, more or less, to a point in the original northerly line of Marilla Street (49.50 feet wide); running thence westerly and along the northerly line of Marilla Street, as originally laid out, 1761.81 feet, more or less, to the westerly terminus of Marilla Street, said terminus being the northeasterly line of the former New York Central Railroad; running thence southeasterly and along the northeasterly right of way line of the former New York Central Railroad, 53.39 feet, more or less, to a point in the southerly line of Marilla Street (49.50 feet wide); running thence easterly and along the southerly line of Marilla Street, 1692.32 feet, more or less, to its point of intersection with the southwesterly line of Marilla Street relocated; running thence southeasterly and along the southwesterly line of relocated Marilla Street (66 foot wide), 369.14 feet, more or less, to the point of beginning; containing 2.478 acres of land, more or less.

BEING a portion of the premises conveyed by the City of Buffalo to LTV Steel Company, Inc. by deed dated April 14, 1992, and recorded in Erie County Clerk's Office on April 15, 1992, in Liber 10428 of Deeds at Page 160.



New York State Department of Taxation and Finance  
**Combined Real Estate  
Transfer Tax Return and  
Credit Line Mortgage Certificate**

Recording Office Time Stamp

See instructions (TP-584-1) before completing this form. Please print or type.

**Schedule A — Information Relating to Conveyance**

<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Grantor	Name (if individual; last, first, middle initial) <b>LTV Steel Company, Inc.</b>	Social Security Number	
		Mailing address <b>5800 Lombardo Center, Suite 200</b>	Social Security Number	
		City <b>Seven Hills,</b>	State <b>OH</b>	ZIP code <b>44131-5044</b>
				Federal employer ident. number <b>34 0486510</b>
<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Grantee	Name (if individual; last, first, middle initial) <b>Steelfields, LTD</b>	Social Security Number	
		Mailing address <b>Turn Key Environmental Restoration, LLC Key Tower, Suite 1350 50 Fountain Plaza</b>	Social Security Number	
		City <b>Buffalo</b>	State <b>NY</b>	ZIP code <b>14202</b>
				Federal employer ident. number <b>75 3084242</b>

Location and description of property conveyed

Tax map designation			Address	City/Village	Town	County
Section	Block	Lot	See Attached Exhibit A			

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> 1 - 3 family house	5 <input checked="" type="checkbox"/> Commercial/Industrial	Date of conveyance <table><tr><td>10</td><td>15</td><td>2002</td></tr><tr><td>month</td><td>day</td><td>year</td></tr></table>	10	15	2002	month	day	year	Percentage of real property conveyed which is residential real property <u>0</u> % <i>(see instructions)</i>
10	15		2002						
month	day		year						
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building								
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building								
4 <input type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____								

Condition of conveyance (check all that apply)

- |  |   |  |
|--|---|--|
| a. <input checked="" type="checkbox"/> Conveyance of fee interest  | f. — Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) | k. — Contract assignment   |
| b. — Acquisition of a controlling interest (state percentage acquired _____ %)   | g. — Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)                         | l. — Option assignment or surrender  |
| c. — Transfer of a controlling interest (state percentage transferred _____ %)   | h. — Conveyance of cooperative apartment(s)   | m. — Leasehold assignment or surrender   |
| d. — Conveyance to cooperative housing corporation   | i. — Syndication  | n. — Leasehold grant   |
| e. — Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | j. — Conveyance of air rights or development rights   | o. — Conveyance of an easement   |
|  |   | p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax is claimed (complete Schedule B, Part III) |
|  |   | q. — Conveyance of property partly within and partly without the state   |
|  |   | r. — Other (describe) _____  |

**Schedule B — Real Estate Transfer Tax Return (Article 31 of the Tax Law)**

**Part I — Computation of Tax Due**

Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III).....	<input checked="" type="checkbox"/> Exemption claimed	1 \$1
2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....		2 ( )
3 Taxable consideration (subtract line 2 from line 1) .....		3
4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....		4
5 Amount of credit claimed (see instructions and attach Form TP-584.1, Schedule G).....		5 ( )
6 Total tax due* (subtract line 5 from line 4) .....		6

**Part II — Computation of Additional Tax Due on the Conveyance of Residential Real Property for \$1 Million or More**

1 Enter amount of consideration for conveyance (from Part I, line 1) .....	1
2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property; see instructions) .....	2
3 Total additional transfer tax due* (1% of line 2) .....	3

\*Please make check(s) payable to the county clerk where the recording is to take place or if the recording is to take place in New York City, make check(s) payable to the **NYC Department of Finance**. If no recording is required, send this return and your check(s) made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, TTB-Transfer Tax, PO Box 5045, Albany NY 12205-5045.

For recording officer's use	Amount received Part I \$ _____ Part II \$ _____	Date received	Transaction number
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Schedule B — (continued)

Part III – Explanation of Exemption Claimed in Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York or any of their instrumentalities, agencies or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada). a ☐
- b. Conveyance is to secure a debt or other obligation. b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify or supplement a prior conveyance. c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts. d ☒
- e. Conveyance is given in connection with a tax sale. e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F. f ☐
- g. Conveyance consists of deed of partition. g ☐
- h. Conveyance is given pursuant to the federal bankruptcy act. h ☐
- i. Conveyance consists of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property. i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a 1-, 2-, or 3-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment. j ☐
- k. Conveyance is not a conveyance within the meaning of section 1401(e) of Article 31 of the Tax Law (attach documents supporting such claim). k ☐
- l. Other (attach explanation). l ☐

Schedule C — Credit Line Mortgage Certificate (Article 11 of the Tax Law)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

- 1 ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2 ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee or other officer of a court.
  - ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

  - ☐ Other (attach detailed explanation).
- 3 ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4 ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (Insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign).

The undersigned certify that the above return, including any certification, schedule or attachment, is to the best of his/her knowledge, true and complete.

By: LTV Steel Company, Inc. Grantor Title Attorney Title STEELFIELDS, LTD. By: Richard H. Pardo Grantee Title Secretary Title

# LTV ONLY

ADDRESS	BLOCK & LOT	COUNTY	CITY
105 Marilla	132.20-1-9	Erie	Buffalo
1339 S. Park	122.16-1-8	Erie	Buffalo
14 Buffalo River	122.16-1-8/A	Erie	Buffalo
1341 S. Park	122.20-1-3.1	Erie	Buffalo
1322 S. Park	123.17-1-11	Erie	Buffalo
308 Abby	132.08-1-7	Erie	Buffalo
558 Tift	132.12-1-7.1	Erie	Buffalo
635 Tift	132.12-1-23	Erie	Buffalo
226 Marilla	132.16-1-9	Erie	Buffalo
230 Marilla	133.13-1-8	Erie	Buffalo
107 Marilla	133-17-1-1	Erie	Buffalo
109 Marilla	133-17-1-2	Erie	Buffalo
51 Hopkins	133-17-1-6	Erie	Buffalo
38 Hopkins	133-17-1-9	Erie	Buffalo
50 Marilla St.	132-16-1-11	Erie	Buffalo
47 Marilla	132.20-1-2.2	Erie	Buffalo
228 Marilla St.	132.16-1-14	Erie	Buffalo
4 Buffalo Railway South	132.16-1-13	Erie	Buffalo

22

RECEIPT  
ERIE COUNTY CLERKS OFFICE  
DAVID J SWARTS  
COUNTY CLERK

RECEIPT: 01309386 OPR: DWM

COLUCCI & GALLAHER

DESCRIPTION	TRANS AMOUNT
COUNTY	25.00
Total Fees	25.00

FOREIGN CORP

DATE: 10/16/2002 TIME: 11:08:27  
B/P D 00109 6409 Control# 200210160296  
2 BUFFALO UNION FURNACE COMPANY  
(THE)

COUNTY	141.00
STATE E&A	22.00
CDE STATE	4.75
COUNTY E&A	3.00
CDE COUNTY	1.00
CDE ST GEN	14.25
Total Fees	186.00

DEED # TT2002006354  
DATE: 10/16/2002 TIME: 11:10:49  
B/P D 11016 1565 Control# 200210160297  
31P CTY  
1 LTV STEEL COMPANY INC  
FKA  
1 REPUBLIC STEEL CORPORATION  
AKA  
2 STEELFIELDS LTD

COUNTY	69.00
STATE E&A	22.00
CDE STATE	4.75
COUNTY E&A	3.00
CDE COUNTY	1.00
CDE ST GEN	14.25
Total Fees	114.00

DEED # TT2002006356  
DATE: 10/16/2002 TIME: 11:14:53  
B/P D 11016 1609 Control# 200210160314  
11P CTY  
1 LTV STEEL COMPANY INC  
FKA  
1 REPUBLIC STEEL CORPORATION  
AKA  
1 HANNA FURNACE CORPORATION  
(THE)  
2 STEELFIELDS LTD

RECEIPT TOTAL:	325.00
K CHECK	322.00
C CASH	3.00
TOTAL AMOUNT TENDERED	325.00

**QUITCLAIM DEED**

FILED  
OCT 16 2002

THIS INDENTURE, made the 15<sup>th</sup> day of October, 2002,

**BETWEEN**

LTV STEEL COMPANY, INC., f/k/a Republic Steel Corporation having an address of 5800 Lombardo Center, Suite 200, Seven Hills, Ohio, 44131 and THE HANNA FURNACE CORPORATION, having an address of 4100 Edison Lakes Parkway, Mishawaka, IN 46545-3440, collectively, Grantors

**and**

STEELFIELDS, LTD, having an address of Key Tower, Suite 1350, 50 Fountain Plaza, Buffalo, NY 14202, Grantee.

**WITNESSETH**, that the Grantors, in consideration of one dollar (\$1.00), and other good and valuable consideration paid by the Grantee, hereby remise, quitclaim and release unto the Grantee, its successors and assigns forever,

ALL THOSE TRACTS OR PARCELS OF LAND, described on the attached Exhibit "A"

**TOGETHER** with all of the right, title, and interest, if any, of the Grantors in and to any and all strips and gores of land adjacent to or adjoining said premises, and any other land lying in the bed of any street, road, avenue, lot, lane, alley, or right of way, as they now exist or formerly existed, included in, in front of, or abutting the above described premises herein conveyed.

**TOGETHER** with the appurtenances, hereditaments and all the estate and rights of the Grantors in and to said premises.

**TO HAVE AND TO HOLD** the premises herein granted unto the Grantee, its successors and assigns forever.

This transfer does not constitute a transfer of all or substantially all of the assets of LTV Steel Company Inc.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Grantors have executed this deed the day and year first above written.

LTV STEEL COMPANY, INC., f/k/a  
Republic Steel Corporation

By: 

Name: N. DAVID BLEISCH

Title: SR. VICE PRESIDENT

THE HANNA FURNACE CORPORATION

By: 

Name: Ronald J. Werhnyak

Title: Vice President

RECORD AND RETURN TO:

RICHARD A. PALUMBO, ESQ  
300 LINDEN AVE SUITE 220  
ROCHESTER, NY 14625

STATE OF OHIO

:

: SS

COUNTY OF CUYAHOGA

:

On the 14<sup>th</sup> day of October in the year 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared N. DAVID BLEISCH *as senior vice president of the company* personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public: State of Ohio

TERENCE L. THOMAS, Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date.  
Section 147.03 O.R.C.

STATE OF NEW YORK

:

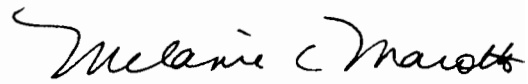
: SS

COUNTY OF ERIE...

:

On the 15 day of October in the year 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald J. Werhnyak personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

MELANIE C. MAROTTO  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY  
MY COMMISSION EXPIRES OCT. 22, 20 02



Notary Public: State of New York

**EXHIBIT A**

**AREA II**

**PARCEL "A"**

**132.08-1-6 and 6A**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, begin part of Ogden Gore Lot Numbers 16 and 17 and being more particularly described as follows:

BEGINNING at a point on the west boundary line of Abby Street 120.83 feet northerly from the intersection of the center line of Bell Street with the west boundary line of Abby Street; thence northerly along the west boundary line of Abby Street 586.17 feet more or less to a point at the southeast corner of lands conveyed by Geraldine M. Grob to Donner-Hanna Coke Corporation under deed dated October 16, 1928 and recorded October 26, 1928 in Liber 1986 at page 500; thence westerly and at right angles with Abby Street and along the southerly boundary line of the said lands conveyed by Geraldine M. Grob and along the southerly boundary line of lands conveyed by National Fuel Gas Supply Corporation to Donner-Hanna Coke Corporation under deed dated October 14, 1977 and recorded November 30, 1977 in the Erie County Clerk's Office in Liber 8591 at page 548, a distance of 471.85 feet to a point, said point being a turning point along the southerly boundary line of the said lands conveyed by National Fuel Gas Supply Corporation; thence southwesterly and running parallel with Bell Street along the last mentioned southerly boundary line to a point, said point being the southwest corner of Subdivision Lot Number 22; thence northwesterly along the easterly property line of a parcel of land acquired by Donner-Union Coke Corporation under deed dated June 26, 1918 and recorded June 27, 1918 in Liber 1384 at page 303, a distance of 60 feet more or less to a point, said point now being on the

northerly property line of property formerly owned by Donner-Hanna Coke Corporation; thence in a southwesterly direction along said northerly property line of Donner-Hanna Coke Corporation, a distance of 600 feet more or less to a point; said point being the southeast corner of lands conveyed by Donner-Union Coke Corporation to August Feine under deed dated June 26, 1918 and recorded in Liber 1415 at page 91; thence southwesterly along the southerly boundary line of the said lands conveyed by Donner-Union Coke Corporation, a distance of 248 feet more or less to the southwest corner of the said lands conveyed by Donner-Union Coke Corporation; thence northerly and at right angles, a distance of 235 feet more or less to the south bounds of the lands of the Delaware, Lackawanna & Western Railroad; thence westerly, northwesterly and southerly along the said south bounds of said Railroad Company's land and the east bounds of the lands of the South Buffalo Railway Company 1909.35 feet more or less to the center line of Bell Street; thence continuing southerly along the easterly boundary line of the South Buffalo Railway Company 287.94 feet more or less to the lands conveyed by Bethlehem Steel Corporation to Republic Steel Corporation under deed dated June 24, 1968 and recorded June 27, 1968 in Liber 7482 at page 400; thence along the said lands conveyed by Bethlehem Steel Corporation the following courses and distances:

1. Eastwardly and at right angles to the said last mentioned easterly boundary line of the South Buffalo Railway Company 47.3 feet more or less to a point;
2. Thence northwardly by a curve to the right with a radius of 360.7 feet, a distance of 480.73 feet more or less to a point;
3. Thence northwardly and at right angles to the center line of Bell Street 14.5 feet more or less to a point in the center line of Bell Street, as formerly laid out;

4. Thence easterly along said center line and extension of same center line of Bell Street, being also the northerly boundary line of the said lands conveyed by Bethlehem Steel Corporation, a distance of 1711.5 feet more or less to the westerly boundary line of Abby Street and the point of beginning.

**PARCEL "B"**

**122.20-1-21**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being parts of Ogden Gore Lot Number 16, being more particularly described as follows:

BEGINNING at the intersection of the southerly line of Baraga Street with the westerly line of Abby Street; thence running southerly along the westerly line of Abby Street 130.46 feet, more or less, to a point forming the northeast corner of lands conveyed to Donner-Union Coke Corporation by William H. Donner and Dora B. Donner under deed dated July 24, 1917 and recorded July 30, 1917 in the Erie County Clerk's Office in Liber 1357 of Deeds at page 610; thence westerly at right angles with Abby Street and along the northeasterly line of the said lands conveyed by William H. Donner and Dora B. Donner 471.85 feet, more or less, to a point, said point being a turning point along the northeasterly line of said lands conveyed by William H. Donner and Dora B. Donner; thence southwesterly and parallel with Baraga Street to a point forming the southwest corner of Subdivision Lot Number 22 as shown on map filed in the Erie County Clerk's Office under Cover Number 487; thence northwesterly and at right angles with Baraga Street along the westerly boundary line of Subdivision Lot Number 22, 113 feet, more or less, to the southerly line of Baraga Street; thence northeasterly and easterly along the southerly line of Baraga Street to the point of BEGINNING.

**PARCEL "C"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Mary A. Pyne, John J. O'Brien, Barbara J. O'Brien and Leonard C. Lovallo to Donner-Hanna Coke Corporation under deed dated March 23, 1977 and recorded March 28, 1977 in the Erie County Clerk's Office in Liber 8492 of Deeds at page 393 and being more particularly described as follows:

Subdivision Lots Numbers 57, 58, 59, and 60 according to map filed in the Erie County Clerk's Office under Cover Number 562; also, Subdivision Lot Number 62 in Block 23 according to map filed in the Erie County Clerk's Office under Cover Number 638; also, Subdivision Lots Numbers 14 through 18, inclusive, in Block "A" according to map filed in the Erie County Clerk's Office under Cover Number 245 and the additional land described as follows:

BEGINNING at a point on the northerly boundary line of Baraga Street (formerly Scranton Street) 360 feet westerly from its intersection with the westerly line of Abby Street, the said point being the intersection of the easterly boundary line of Subdivision Lot Number 14 extended and the northerly boundary line of Baraga Street; thence northerly and parallel with Abby Street 30 feet to the southerly line of Subdivision Lot Number 14 in the aforesaid Block "A"; thence westerly and parallel with Baraga Street along said southerly line 60 feet to the southwest corner of Subdivision Lot Number 15 in the aforesaid Block "A"; thence southerly along the extension of the westerly boundary line of Subdivision Lot Number 15 and at right

angles with Baraga Street 30 feet to the northerly line of Baraga Street; thence easterly along the northerly line of Baraga Street 60 feet, more or less, to the point of beginning.

**PARCEL "D"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Vincent J. Muffoletto, Commissioner of Finance of the County of Erie, to Donner-Hanna Coke Corporation under deed dated May 6, 1976 and recorded June 16, 1976 in the Erie County Clerk's Office in Liber 8400 of Deeds at page 201 and being more particularly described as follows:

Subdivision Lot Number 61, Serial Number 946, 314 Abby, west side, 30 North Baraga, 34 feet by 120 feet.

**PARCEL "E"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and more particularly described as follows:

BEGINNNING at a point on the northerly line of Baraga Street 120 feet west of the intersection of the west line of Abby Street and the north line of Baraga Street, said point being the southwest corner of Subdivision Lot Number 62; thence westerly along the northerly line of Baraga Street 240 feet to the southwest corner of lands conveyed to Donner-Hanna Coke Corporation under deed dated March 23, 1977 and recorded March 28, 1977 in the Erie County Clerk's Office in Liber 8492 of Deeds at page 393; thence northerly and at right angles with the

north line of Baraga Street along the easterly line as well as the extension of the same easterly line of Subdivision Lot Number 14 in Block "A" under Cover Number 245 in the Erie County Clerk's Office, a distance of 199.92 feet, more or less, to the southerly line of O'Connor Avenue (formerly Lackawanna Avenue); thence easterly along the southerly line of O'Connor Avenue 240 feet, more or less, to the northwest corner of Subdivision Lot Number 57 as filed under Cover Number 562 in the Erie County Clerk's Office; thence southerly along the westerly boundary line of Subdivision Lots Numbers 57 through 62, inclusive, as filed under Cover Numbers 562 and 638 in the Erie County Clerk's Office, a distance of 199.92 feet, more or less, to the point of BEGINNING.

**PARCEL "F"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Edmund J. Heller to Donner-Hanna Coke Corporation under deed dated October 6, 1942 and recorded May 23, 1956 in the Erie County Clerk's Office in Liber 5990 of Deeds at page 330 and being more particularly described as follows:

Subdivision Lots Numbers 19, 20 and 21 in Block "A" as shown on map filed in the Erie County Clerk's Office under Cover Number 245 and the additional land described as follows:

BEGINNING at a point in the northerly line of Baraga Street at the distance of 420 feet westerly on the intersection of the northerly line of Baraga Street with the westerly line of Abby Street; running thence northerly 30 feet; thence westerly along a line drawn parallel to Baraga Street 115.50 feet; thence southerly 30 feet to the northerly line of Baraga Street; thence easterly and along the northerly line of Baraga Street 115.50 feet to the point and place of BEGINNING.

BEGINNING at a point in the northerly line of Baraga Street, as now laid out, (formerly Scranton Street) distant 535 ½ feet westerly of the point of intersection of the northerly line of Baraga Street and the westerly line of Abby Street; running thence northerly at right angles 30 feet; thence westerly along a line drawn parallel to the southerly line of Lackawanna Street 90 feet to the easterly line of Subdivision Lot Number 26 as shown on a map filed in the Office of the Clerk of Erie County under Cover Number 638; running thence southeasterly along the last mentioned line to the northerly line of Baraga Street; thence northeasterly along the northerly line of Baraga Street 73.30 feet to the point and place of BEGINNING.

**PARCEL "G"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Georgina Seligman to Donner-Hanna Coke Corporation under deed dated and recorded August 11, 1961 in the Erie County Clerk's Office in Liber 6687 of Deeds at page 345 and being more particularly described as follows:

Subdivision Lot Number 22 in Block "A" as shown under Cover Number 245 in the Erie County Clerk's Office.

**PARCEL "H"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Fenton M. Parke to Donner-Hanna Coke Corporation under deed dated September 1, 1937 and recorded

May 23, 1956 in the Erie County Clerk's Office in Liber 5990 of Deeds at page 322 and being more particularly described as follows:

BEGINNING at a point on the north line of Baraga Street, formerly Scranton Street, as the same is laid out under Cover Number 638, 505 feet east of the easterly line of Rochester Street, which said point of beginning is the southwest corner of Subdivision Lot Number 26 in Block 23, Cover Number 638, thence at right angles about 159.20 feet to the lands of the Delaware, Lackawanna and Western Railroad property; thence northeasterly along said Railroad lands to the northwesterly corner of Subdivision Lot Number 22 in Block "A", Cover Number 245; thence southerly along the westerly line of said Subdivision Lot Number 22 in Block "A", Cover Number 245 to its intersection with the northeasterly line of Subdivision Lot Number 26 in Block 23, Cover Number 638; thence southeasterly along the northeasterly line of Subdivision Lot Number 26 in Block 23, Cover Number 638 to the north line of Baraga Street; thence westerly along the north line of said street 30 feet to the point or place of BEGINNING.

**PARCEL "J"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16, being more particularly described as follows:

Subdivision Lot Number 25 in Block 23 as shown under Cover Number 638 in the Erie County Clerk's Office and conveyed by Fenton M. Parke and Margaret Kidd Parke to Donner-Union Coke Corporation under deed dated February 24, 1919 and recorded April 7, 1919 in the Erie County Clerk's Office in Liber 1428 of Deeds at page 162.

Subdivision Lots Numbers 15 and 16 in Block 23 as shown under Cover Number 487 in the Erie County Clerk's Office and conveyed by Fenton M. Parke and Margaret Kidd Parke to Donner-Union Coke Corporation under deed dated August 22, 1917 and recorded October 8, 1918 in the Erie County Clerk's Office in Liber 1399 of Deeds at page 307.

BEING parcels A through H, and J conveyed by Donner-Hanna Coke Corporation to LTV Steel Company Inc., formerly known as Republic Steel Corporation, and Hanna Furnace Corporation, by deed dated December 10, 1992, and recorded in the Erie County Clerk's Office on December 30, 1992 in Liber 10584 of Deeds at page 263.

#### **AREA IV**

#### **PARCEL "L"**

#### **Part of 132.12-1-10.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of the Ogden Gore Lot No. 17, and being more particularly described as follows:

BEGINNING at a point in the westerly line of Abby Street with the northerly line of Providence Street, which point is northerly 364.68 feet more or less measured along the westerly line of Abby Street from its intersection with the northerly line of Tifft Street and which point is also the southeasterly corner of Subdivision Lot No. 87 as shown on a map filed in the Erie County Clerk's Office under Cover No. 589; thence westerly along the northerly line of Providence Street which is also the southerly line of Subdivision Lots 87, and 91 through 130, inclusive, to the southwesterly corner of Subdivision Lot No. 130; thence northerly along the westerly line of Subdivision Lot No. 130 which is also on an easterly line of lands described at

Parcel "M" described in deed recorded in the Erie County Clerk's Office in Liber 10584 of Deeds at page 263 to a point at the northwesterly corner of Subdivision Lot No. 130; thence easterly along the north line of Subdivision Lot No. 130, 14.56 feet more or less to the southwest corner of Subdivision Lot No. 137, being also along a southerly line of lands described at said Parcel "M"; thence north along the westerly line of Subdivision Lot No. 137 and the easterly line of Parcel "M", as aforesaid, 137.85 feet more or less to a point in the south line of Boller Street; thence continuing along the extension of the westerly line of Subdivision Lot No. 137 and an easterly line of Parcel "M", as aforesaid, a distance of 66 feet to a point in the north line of Boller Street; thence westerly along the north line of Boller Street and a northerly line of the said Parcel "M" herein, 7.91 feet to a point; thence northerly at right angles along an easterly line of the said Parcel "M", 275.70 feet to an iron pipe; thence easterly along a line parallel with Tifft Street, being also a southerly line of the said Parcel "M", a distance of 24.01 feet to an iron pipe; thence northerly at right angles to Tifft Street and being also an easterly line of the said Parcel "M", a distance of 66 feet to an iron pipe; thence westerly along a line parallel to Tifft Street and being a northerly line of the said Parcel "M", 50 feet to an iron pipe; thence northerly and along the east line of the said Parcel "M", as aforesaid, a distance of 138.04 feet more or less to an iron pipe on the southerly line of lands conveyed by Bethlehem Steel Corporation to Republic Steel Corporation under deed dated June 24, 1968 and recorded June 27, 1968 in the Erie County Clerk's Office in Liber 7482 of Deeds at page 400; thence easterly and along the southerly line of lands of Republic Steel Corporation, 1635.95 feet more or less to the westerly line of Abby Street; thence southerly along the westerly line of Abby Street, 879.14 feet more or less to the place of beginning.

THE hereinabove described property having been acquired by Donner-Hanna Coke Corporation under the following deeds filed in the Erie County Clerk's Office:

1. Deed made by Cheektowaga Plaza, Inc. to Donner-Hanna Coke Corporation dated June 16, 1952 recorded May 23, 1956 in Liber 5990 of Deeds at page 326.
2. Deed made by Cheektowaga Plaza, Inc. to Donner-Hanna Coke Corporation dated July 28, 1953 and recorded May 23, 1956 in Liber 5990 of Deeds at page 309.
3. Deed made by Herman Doran to Donner-Hanna Coke Corporation dated August 4, 1961 and recorded August 8, 1961 in Liber 6686 of Deeds at page 47.
4. Deed made by Amy Regina Juengling to Donner-Hanna Coke Corporation dated August 25, 1961 and recorded August 31, 1961 in Liber 6695 of Deeds at page 41.
5. Deed made by Ralph J. Morrow, individually and as Executor of the Last Will and Testament of Alice L. Morrow, to Donner-Hanna Coke Corporation dated December 29, 1961 and recorded January 4, 1962 in Liber 6732 of Deeds at page 83.

**PARCEL "M"**

**132.12-1-9.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of the Ogden Gore Lot No. 17 and being more particularly described as follows:

BEGINNING at a point in the northerly line of Tifft Street 1142 feet west of the intersection of the northerly line of Tifft Street with the westerly line of Abby Street, as measured along the northerly line of Tifft Street; thence northerly 137.85 feet along the west line of Subdivision Lot No. 39 as shown under map filed in the Erie County Clerk's Office under Cover No. 589; thence westerly along a line drawn parallel to the north line of Tifft Street 45.45

feet; thence northerly at right angles and along the west line of Subdivision Lot No. 46, 170.85 as shown under Map Cover No. 589 as filed in the Erie County Clerk's Office; thence easterly and parallel with the northerly line of Tifft Street 8.23 feet to the west line of Subdivision Lot No. 130 as shown under map filed in the Erie County Clerk's Office under Cover No. 589, as extended southerly, thence northerly at right angles and along the west line of Subdivision Lot No. 130 as extended southerly 170.85 feet; thence easterly and parallel with the northerly line of Tifft Street 14.56 feet; thence northerly at right angles and along a straight line 203.85 feet to the northerly line of a street formerly known as Boller Avenue; thence westerly and parallel with the northerly line of Tifft Street 7.91 feet to a point which is 1427.40 feet westerly from the westerly line of Abby Street as measured along the northerly line of Boller Avenue; thence northerly at right angles to the aforementioned line and along a straight line 275.70 feet to the southerly line of lands conveyed by deed recorded in the Erie County Clerk's Office in Liber 1410 of Deeds at page 260; thence easterly along a line drawn parallel with the northerly line of Tifft Street 24.01 feet; thence northerly at an interior angle of  $90^{\circ} 01'$ , 66 feet; thence westerly along a line drawn parallel with the north line of Tifft Street 50 feet to a line drawn parallel with the center line of the main track of the South Buffalo Railway; thence northerly at an exterior angle of  $89^{\circ} 59'$  and along a line drawn parallel with the center line of the main track of the South Buffalo Railway 138.04 feet to the south line of land conveyed by Krull to McClintic Marshall Construction Co. by deed recorded in the Erie County Clerk's Office in Liber 2070 of Deeds at page 130; thence continuing northerly along said line drawn parallel to the center line of the main track of the South Buffalo Railway 548.85 feet to a line drawn parallel with the former center line of Bell Street and 429 feet southerly therefrom as measured at right angles thereto; thence westerly along the line drawn parallel with the former center line of Bell Street and 429

feet southerly therefrom as measured at right angles thereto 107 feet; thence southerly along a straight line 548.88 feet to a point in the south line of lands conveyed to McClintic Marshall Construction Co., as aforesaid, at a point 77 feet easterly of the center line of the main track of the South Buffalo Railway as measured along said south line of McClintic Marshall Construction Co.; thence continuing southerly along a line drawn parallel with and 77 feet easterly of the center line of the main track of the south Buffalo Railway 1163 feet to the northerly line of Tiff Street; thence easterly along the northerly line of Tiff Street 156.84 feet to the point or place of beginning; containing 4.674 acres of land, more or less.

BEING parcels L and M conveyed by Donner-Hanna Coke Corporation to LTV Steel Company Inc., formerly known as Republic Steel Corporation, and Hanna Furnace Corporation, by deed dated December 10, 1992, and recorded in the Erie County Clerk's Office on December 30, 1992 in Liber 10584 of Deeds at page 263.



New York State Department of Taxation and Finance

Combined Real Estate  
Transfer Tax Return and  
Credit Line Mortgage Certificate

Recording Office Time Stamp

See instructions (TP-584-1) before completing this form. Please print or type.

Schedule A — Information Relating to Conveyance

<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Grantor	Name (if individual; last, first, middle initial)	Social Security Number	
		LTV Steel Company, Inc. and The Hanna Furnace Corporation		
	Mailing address	c/o LTV Steel Company, Inc. 5800 Lombardo Center, Suite 200		Social Security Number
	City	State	ZIP code	Federal employer ident. number
	Seven Hills,	OH	44131-5044	38   0624830 (Hanna)
<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Grantee	Name (if individual; last, first, middle initial)	Social Security Number	
		Steelfields, LTD		
	Mailing address	Turn Key Environmental Restoration, LLC Key Tower, Suite 1350 50 Fountain Plaza		Social Security Number
	City	State	ZIP code	Federal employer ident. number
	Buffalo	NY	14202	75   3084242

Location and description of property conveyed

Tax map designation			Address	City/Village	Town	County
Section	Block	Lot	See Attached Exhibit A			

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> 1 - 3 family house	5 <input checked="" type="checkbox"/> Commercial/Industrial	Date of conveyance <table><tr><td>10</td><td>15</td><td>2002</td></tr><tr><td>month</td><td>day</td><td>year</td></tr></table>	10	15	2002	month	day	year	Percentage of real property conveyed which is residential real property <u>0</u> % (see instructions)
10	15		2002						
month	day		year						
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building								
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building								
4 <input type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____								

Condition of conveyance (check all that apply)

a. <input checked="" type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	k. <input type="checkbox"/> Contract assignment
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	l. <input type="checkbox"/> Option assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	m. <input type="checkbox"/> Leasehold assignment or surrender
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	n. <input type="checkbox"/> Leasehold grant
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	o. <input type="checkbox"/> Conveyance of an easement
		p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax is claimed (complete Schedule B, Part III)
		q. <input type="checkbox"/> Conveyance of property partly within and partly without the state
		r. <input type="checkbox"/> Other (describe) _____

Schedule B — Real Estate Transfer Tax Return (Article 31 of the Tax Law)

Part I - Computation of Tax Due	
Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III).....	<input checked="" type="checkbox"/> Exemption claimed
2 Continuing lien deduction (see Instructions if property is taken subject to mortgage or lien) .....	1 \$1
3 Taxable consideration (subtract line 2 from line 1) .....	2 ( )
4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....	3
5 Amount of credit claimed (see instructions and attach Form TP-584.1, Schedule G).....	4
6 Total tax due* (subtract line 5 from line 4) .....	5 ( )
	6

Part II - Computation of Additional Tax Due on the Conveyance of Residential Real Property for \$1 Million or More

1 Enter amount of consideration for conveyance (from Part I, line 1) .....	1
2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property; see instructions) .....	2
3 Total additional transfer tax due* (1% of line 2) .....	3

\*Please make check(s) payable to the county clerk where the recording is to take place or if the recording is to take place in New York City, make check(s) payable to the NYC Department of Finance. If no recording is required, send this return and your check(s) made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, TTTB-Transfer Tax, PO Box 5045, Albany NY 12205-5045.

For recording officer's use	Amount received Part I \$ Part II \$	Date received	Transaction number
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Schedule B — (continued)

Part III – Explanation of Exemption Claimed in Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York or any of their instrumentalities, agencies or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☒
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal bankruptcy act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property ..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a 1-, 2-, or 3-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of section 1401(e) of Article 31 of the Tax Law (attach documents supporting such claim)..... k ☐
- l. Other (attach explanation)..... l ☐

Schedule C — Credit Line Mortgage Certificate (Article 11 of the Tax Law)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

- 1 ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2 ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee or other officer of a court.

☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

☐ Other (attach detailed explanation).
- 3 ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4 ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign).

The undersigned certify that the above return, including any certification, schedule or attachment, is to the best of his/her knowledge, true and complete.

LTV Steel Company, Inc.  
By: [Signature]  
Grantor

Attorney  
[Signature]  
Title

Steelfields, LTD.  
By: [Signature]  
Grantee

Secretary  
[Signature]  
Title

The Hanna Furnace Corporation  
By: [Signature]  
Vice President

Reminder: Did you complete all of the required information in Schedules A and B? Were you required to complete Schedule C? If you checked e, f or g in Schedule A, did you complete TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the NYC Department of Finance? If no recording is required, send your check(s), made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, TTTB-Transfer Tax, PO Box 5045, Albany NY 12205-5045.

## LTV/HANNA FURNACE

ADDRESS	BLOCK & LOT	COUNTY	CITY
312 Abby	122.20-1-5.1	Erie	Buffalo
321 Baraga Tift	122.20-1-21	Erie	Buffalo
304 Abbey	132.12-1-9.1	Erie	Buffalo
310 Abbey	132.12-1-10.1	Erie	Buffalo
2 Buffalo RR South	132.08-1-6	Erie	Buffalo
	132.08-1-61A	Erie	Buffalo

XX

RECEIPT  
ERIE COUNTY CLERKS OFFICE  
DAVID J SWARTS  
COUNTY CLERK

RECEIPT: 01309386    OPR: DMM

COLUCCI & GALLAHER

DESCRIPTION	TRANS AMOUNT
COUNTY	25.00
Total Fees	25.00

FOREIGN CORP  
DATE: 10/16/2002    TIME: 11:08:27  
B/P D 00109 6409 Control# 200210160296  
2 BUFFALO UNION FURNACE COMPANY  
(THE)

COUNTY	141.00
STATE E&A	22.00
COE STATE	4.75
COUNTY E&A	3.00
COE COUNTY	1.00
COE ST GEN	14.25
Total Fees	186.00

DEED                    # TT2002006354  
DATE: 10/16/2002    TIME: 11:10:49  
B/P D 11016 1565 Control# 200210160297  
31P CTY  
1 LTV STEEL COMPANY INC  
FKA  
1 REPUBLIC STEEL CORPORATION  
AKA  
2 STEELFIELDS LTD

COUNTY	69.00
STATE E&A	22.00
COE STATE	4.75
COUNTY E&A	3.00
COE COUNTY	1.00
COE ST GEN	14.25
Total Fees	114.00

DEED                    # TT2002006356  
DATE: 10/16/2002    TIME: 11:14:53  
B/P D 11016 1609 Control# 200210160314  
11P CTY  
1 LTV STEEL COMPANY INC  
FKA  
1 REPUBLIC STEEL CORPORATION  
AKA  
1 HANNA FURNACE CORPORATION  
(THE)  
2 STEELFIELDS LTD

RECEIPT TOTAL:	325.00
K CHECK	322.00
C CASH	3.00
TOTAL AMOUNT TENDERED	325.00

## **QUITCLAIM DEED**

**THIS INDENTURE**, made the 3<sup>rd</sup> day of January, 2003,

### **BETWEEN**

DONNER-HANNA COKE CORPORATION, a New York Corporation dissolved on September 10, 1979, but continuing to wind up its affairs, with an address of c/o Hanna Furnace, 4100 Edison Lakes Parkway, Mishawaka, IN 46545-3440, Grantor

**and**

STEELFIELDS LTD, having an address of Key Tower, Suite 1350, 50 Fountain Plaza, Buffalo, NY 14202, Grantee.

**WITNESSETH**, that the Grantors, in consideration of one dollar (\$1.00), and other good and valuable consideration paid by the Grantee, hereby remise, quitclaim and release unto the Grantee, its successors and assigns forever,

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number Sixteen (16) of the Ogden Gore, so-called, and being more particularly bounded and described as follow:

**BEGINNING** at the northwesterly corner of the lands described in a certain deed from Donner-Hanna Coke Corporation to Iroquois Gas Corporation, dated August 30, 1937 and recorded in the office of the Clerk of the County of Erie, New York, in Liber 2707 of Deeds at page 77, said northwesterly corner being at the point of junction of the southerly line of Baraga Street and being along a line forming a right angle with the southerly line of Baraga Street and being along the westerly line of lands described in a certain deed from August Feine and wife to Donner-Union Coke Corp., recorded in said Erie County Clerk's office in Liber 1384 of Deeds at page 303; running thence westerly, along a line of Baraga Street extended westerly and being along said northerly line of the lands described in said deed to Donner-Union Coke Corp., on hundred (100) feet to a point in a line forming a right angle with the southerly line of Baraga Street and drawn from the point of beginning; and running thence southerly, along said last mentioned right angle line, fifteen (15) feet to the point of beginning.

**BEING** a portion of the premises conveyed by National Fuel Gas Supply Corporation (formerly known as Iroquois Gas Corporation) to Donner-Hanna Coke Corporation by deed dated October 14<sup>th</sup>, 1977, and recorded in the Erie County Clerk's office in Liber 8591 of deeds at page 548.

**TOGETHER** with all of the right, title, and interest, if any, of the Grantors in and to any and all strips and gores of land adjacent to or adjoining said premises, and any other land lying in the bed of any street, road, avenue, lot, lane, alley, or right of way, as they now exist or formerly existed, included in, in front of, or abutting the above described premises herein conveyed.

**TOGETHER** with the appurtenances, hereditaments and all the estate and rights of the Grantors in and to said premises.

**TO HAVE AND TO HOLD** the premises herein granted unto the Grantee, its successors and assigns forever.

This conveyance is made pursuant to a plan of liquidation of the Party of the Grantor.

**IN WITNESS WHEREOF**, the Grantor has executed this deed the day and year first above written.

DONNER-HANNA COKE CORPORATION

By: LTV STEEL COMPANY, INC. and  
THE HANNA FURNACE CORPORATION,  
its sole shareholders

LTV STEEL COMPANY, INC.

By: 

Name: N. David Bleisch

Title: Sr. Vice President

THE HANNA FURNACE CORPORATION

By: 

Name: Ronald J. Werhnyak

Title: Vice President

RECORD AND RETURN TO:

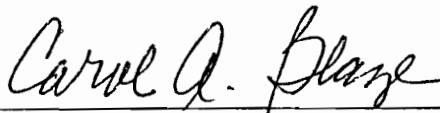
Richard A. Palumbo, Esq.  
300 Linden Oaks, Suite 220  
Rochester, New York 14625

STATE OF OHIO

:  
: SS

COUNTY OF CUYAHOGA

On the 15<sup>th</sup> day of ~~December~~ <sup>January</sup> in the year ~~2002~~ <sup>2003</sup>, before me, the undersigned, a Notary Public in and for said State, personally appeared N. David Bleisch, as Sr. Vice President of LTV STEEL COMPANY, INC., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public: State of Ohio

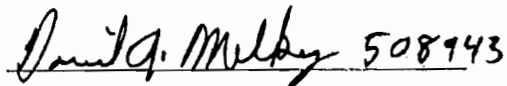
CAROL A. BLAZE, Notary Public  
State of Ohio, Cuyahoga County  
My commission expires Dec. 15, 2004

STATE OF INDIANA

:  
: SS

COUNTY OF ST. JOSEPH

On the 3<sup>RD</sup> day of ~~December~~ <sup>January</sup> in the year ~~2002~~ <sup>2003</sup>, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald J. Werhnyak, Vice President of THE HANNA FURNACE CORPORATION, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

 508943

Notary Public: State of Indiana

EXPIRES ON 10/11/2009

New York State Department of Taxation and Finance

**Combined Real Estate  
Transfer Tax Return and  
Credit Line Mortgage Certificate**

See instructions (TP-584-I) before completing this form. Please print or type.

**Schedule A — Information Relating to Conveyance**

<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Grantor	Name (If individual; last, first, middle initial)	Donner-Hanna Coke Corporation		Social Security Number		
		Mailing address			Social Security Number		
		City	State	ZIP code	Federal employer ident. number		
<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Grantee	Name (If individual; last, first, middle initial)	Steelfields LTD		Social Security Number		
		Mailing address	50 Fountain Plaza, Suite 1350		Social Security Number		
		City	State	ZIP code	Federal employer ident. number		
		Buffalo	NY	14202	75   3084242		

**Location and description of property conveyed**

Tax map designation			Address	City/Village	Town	County
Section	Block	Lot				
122	20	1-21	Baraga Street	Buffalo		Erie

**Type of property conveyed (check applicable box)**

- |  |  |   |      |  |  |       |     |      |   |
|--|--|---|------|--|--|-------|-----|------|---|
| 1 <input type="checkbox"/> 1 - 3 family house      | 5 <input type="checkbox"/> Commercial/Industrial | Date of conveyance<br><table><tr><td></td><td></td><td></td></tr><tr><td>month</td><td>day</td><td>year</td></tr></table> |      |  |  | month | day | year | Percentage of real property conveyed which is residential real property _____ %<br>(see instructions) |
|  |  |   |      |  |  |       |     |      |   |
| month  | day  |   | year |  |  |       |     |      |   |
| 2 <input type="checkbox"/> Residential cooperative | 6 <input type="checkbox"/> Apartment building    |   |      |  |  |       |     |      |   |
| 3 <input type="checkbox"/> Residential condominium | 7 <input type="checkbox"/> Office building       |   |      |  |  |       |     |      |   |
| 4 <input checked="" type="checkbox"/> Vacant land  | 8 <input type="checkbox"/> Other _____           |   |      |  |  |       |     |      |   |

**Condition of conveyance (check all that apply)**

- |  |   |  |
|--|---|--|
| a. — Conveyance of fee interest  | f. — Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) | k. — Contract assignment   |
| b. — Acquisition of a controlling interest (state percentage acquired _____ %)   | g. — Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)                         | l. — Option assignment or surrender  |
| c. — Transfer of a controlling interest (state percentage transferred _____ %)   | h. — Conveyance of cooperative apartment(s)   | m. — Leasehold assignment or surrender   |
| d. — Conveyance to cooperative housing corporation   | i. — Syndication  | n. — Leasehold grant   |
| e. — Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | j. — Conveyance of air rights or development rights   | o. — Conveyance of an easement   |
|  |   | p. — Conveyance for which exemption from transfer tax is claimed (complete Schedule B, Part III) |
|  |   | q. — Conveyance of property partly within and partly without the state                           |
|  |   | r. <input checked="" type="checkbox"/> Other (describe) <u>Quitclaim Deed</u>                    |

**Schedule B — Real Estate Transfer Tax Return (Article 31 of the Tax Law)****Part I — Computation of Tax Due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III). ☐ Exemption claimed
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due\* (subtract line 5 from line 4)

1	1	0
2	( )	
3	1	0
4		0
5	( )	
6		0

**Part II — Computation of Additional Tax Due on the Conveyance of Residential Real Property for \$1 Million or More**

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property; see instructions)
- 3 Total additional transfer tax due\* (1% of line 2)

1		
2		
3		00

\*Please make check(s) payable to the county clerk where the recording is to take place or if the recording is to take place in New York City, make check(s) payable to the NYC Department of Finance. If no recording is required, send this return and your check(s) made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, TTTB-Transfer Tax, PO Box 5045, Albany NY 12205-5045.

For recording officer's use	Amount received Part I \$ _____ Part II \$ _____	Date received	Transaction number
-----------------------------	--	---------------	--------------------

**Schedule B — (continued)****Part III — Explanation of Exemption Claimed in Part I, line 1 (check any boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York or any of their instrumentalities, agencies or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal bankruptcy act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a 1-, 2-, or 3-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of section 1401(e) of Article 31 of the Tax Law (attach documents supporting such claim)..... k ☐
- l. Other (attach explanation)..... l ☐

**Schedule C — Credit Line Mortgage Certificate (Article 11 of the Tax Law)**

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

- 1 ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2 ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee or other officer of a court.
- ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
- Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- ☐ Other (attach detailed explanation).
- 3 ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4 ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the NYC Department of Finance.)

**Signature (both the grantor(s) and grantee(s) must sign).**

The undersigned certify that the above return, including any certification, schedule or attachment, is to the best of his/her knowledge, true and complete. Donner-Hanna Coke Corporation by its sole shareholders:

Grantor Hanna Furnace Corporation By: <u>Ronald J. Werhnyak</u>	Vice President Title <u>1/3/03</u> Sr. Vice President	Grantee Steelfields LTD Title
LTV Steel Company, Inc. <u>by: [Signature]</u>	<u>1/15/03</u>	

Reminder: Did you complete all of the required information in Schedules A and B? Were you required to complete Schedule C? If you checked e, f or g in Schedule A, did you complete TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the NYC Department of Finance? If no recording is required, send your check(s), made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, TTB-Transfer Tax, PO Box 5045, Albany NY 12205-5045.



## **CORRECTION QUITCLAIM DEED**

**THIS INDENTURE**, made the 18<sup>th</sup> day of March 2003,

### **BETWEEN**

DONNER-HANNA COKE CORPORATION, a New York Corporation dissolved on September 10, 1979, but continuing to wind up its affairs, with an address of c/o Hanna Furnace, 4100 Edison Lake Parkway, Mishawaka, IN 46545-3440, Grantor

**and**

STEELFIELDS LTD, having an address of Key Tower, Suite 1350, 50 Fountain Plaza, Buffalo, NY 14202, Grantee.

**WITNESSETH**, that the Grantors, in consideration of one dollar (\$1.00), and other good and valuable consideration paid by the Grantee, hereby remise, quitclaim and release unto the Grantee, its successors and assigns forever,

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number Sixteen (16) of the Ogden Gore, so-called, and being more particularly bounded and described as follows:

**BEGINNING** at the northwesterly corner of the lands described in a certain deed from Donner-Hanna Coke Corporation to Iroquois Gas Corporation, dated August 30, 1937 and recorded in the office of the Clerk of the County of Erie, New York, in Liber 2707 of Deeds at page 77, said northwesterly corner being at the point of junction of the southerly line of Baraga Street with the westerly line of the lands described in said deed to Iroquois Gas Corporation; running thence southerly, along a line forming a right angle with the southerly line of Baraga Street and being along the westerly line of lands described in said deed to Iroquois Gas Corporation, fifty-three (53) feet to the northerly line of the lands described in a certain deed from August Feine and wife to Donner-Union Coke Corp., recorded in said Erie County Clerk's office in Liber 1384 of Deeds at page 303; running thence westerly, along a line forming a right angle with said last described boundary line and being parallel with the southerly line of Baraga Street extended westerly and being along said northerly line of the lands described in said deed to Donner-Union Coke Corp., one hundred (100) feet; running thence northerly, along a line forming a right angle with the last described boundary line, sixty-eight (68) feet; running thence easterly, along a line forming a right angle with said last described boundary line, one hundred (100) feet to a point in a line forming a right angle with the southerly line of Baraga Street and drawn from the point of beginning; and running thence southerly, along said last mentioned right angle line, fifteen (15) feet to the point of beginning.

**BEING** a portion of the premises conveyed by National Fuel Gas Supply Corporation (formerly known as Iroquois Gas Corporation) to Donner-Hanna Coke Corporation by deed dated October 14<sup>th</sup> 1977, and recorded in the Erie County Clerk's office in Liber 8591 of deeds at page 548.

Correcting the Deed dated January 3, 2003, and recorded in the Erie County Clerk's Office on February 10, 2003, in Liber 11028 of deeds at page 9739.

**TOGETHER** with all of the right, title, and interest, if any, of the Grantors in and to any and all strips and gores of land adjacent to or adjoining said premises, and any other land lying in the bed of any street, road, avenue, lot, lane, alley, or right of way, as they now exist or formerly existed, included in, in front of, or abutting the above described premises herein conveyed.

**TOGETHER** with the appurtenances, hereditaments and all the estate and rights of the Grantors in and to said premises.

**TO HAVE AND TO HOLD** the premises herein granted unto the Grantee, its successors and assigns forever.

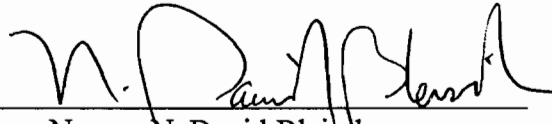
This conveyance is made pursuant to a plan of liquidation of the Party of the Grantor.

**IN WITNESS WHEREOF**, the Grantor has executed this deed the day and year first above written.

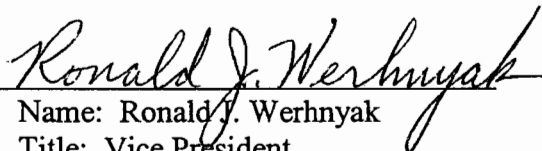
DONNER-HANNA COKE CORPORATION

By: LTV STEEL COMPANY, INC. and  
THE HANNA FURNACE CORPORATION,  
its sole shareholders

LTV STEEL COMPANY, INC.

By:   
Name: N. David Bleisch  
Title: Sr. Vice President

THE HANNA FURNACE CORPORATION

By:   
Name: Ronald J. Werhnyak  
Title: Vice President

RECORD AND RETURN TO:

Richard A. Palumbo, Esq.  
300 Linden Oaks, Suite 220  
Rochester, New York 14625

STATE OF OHIO

:  
: ss  
:

COUNTY OF CUYAHOGA

On the 15<sup>th</sup> day of April in the year 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared N. David Bleisch, as Sr. Vice President of LTV STEEL COMPANY, INC., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public: State of Ohio

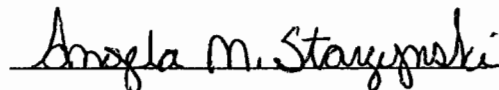
CAROL A. BLAZE, Notary Public  
State of Ohio, Cuyahoga County  
My commission expires Dec. 15, 2004

STATE OF INDIANA

:  
: ss  
:

COUNTY OF ST. JOSPEH

On the 18<sup>th</sup> day of March in the year 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald J. Werhnyak, Vice President of THE HANNA FURNACE CORPORATION, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public: State of Indiana

Notary Public - State of Indiana  
My Commission Expires:  
January 28, 2008



New York State Department of Taxation and Finance  
**Combined Real Estate  
Transfer Tax Return and  
Credit Line Mortgage Certificate**

Recording Office Time Stamp

See instructions (TP-584-1) before completing this form. Please print or type.

**Schedule A — Information Relating to Conveyance**

<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Grantor	Name (If individual; last, first, middle initial) Donner-Hanna Coke Corporation	Social Security Number	
		Mailing address	Social Security Number	
		City	State	ZIP code
				Federal employer ident. number 38   0624830
<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Grantee	Name (If individual; last, first, middle initial) Steelfields LTD	Social Security Number	
		Mailing address 50 Fountain Plaza, Suite 1350	Social Security Number	
		City	State	ZIP code
		Buffalo	NY	14202
			Federal employer ident. number 75   3084242	

**Location and description of property conveyed**

Tax map designation			Address	City/Village	Town	County
Section	Block	Lot				
122	20	1-21	Baraga Street	Buffalo		Erie

Type of property conveyed (check applicable box)

- ☐ 1 - 3 family house
- ☐ 2 - Residential cooperative
- ☐ 3 - Residential condominium
- ☒ 4 - Vacant land
- ☐ 5 - Commercial/Industrial
- ☐ 6 - Apartment building
- ☐ 7 - Office building
- ☐ 8 - Other

Date of conveyance

1	3	03
month	day	year

Percentage of real property conveyed which is residential real property 0 %  
(see instructions)

Condition of conveyance (check all that apply)

- a. - Conveyance of fee interest

b. - Acquisition of a controlling interest (state percentage acquired %)

c. - Transfer of a controlling interest (state percentage transferred %)

d. - Conveyance to cooperative housing corporation

e. - Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)

f. - Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)

g. - Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)

h. - Conveyance of cooperative apartment(s)

i. - Syndication

j. - Conveyance of air rights or development rights

k. - Contract assignment

l. - Option assignment or surrender

m. - Leasehold assignment or surrender

n. - Leasehold grant

o. - Conveyance of an easement

p. - Conveyance for which exemption from transfer tax is claimed (complete Schedule B, Part III)

q. - Conveyance of property partly within and partly without the state

r. - Other (describe) Correction Deed

**Schedule B — Real Estate Transfer Tax Return (Article 31 of the Tax Law)**

**Part I — Computation of Tax Due**

Enter amount of consideration for the conveyance (If you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III).	<input type="checkbox"/> Exemption claimed	1	1	00
2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)		2	( )	
3 Taxable consideration (subtract line 2 from line 1)		3	1	00
4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3		4		00
5 Amount of credit claimed (see instructions and attach Form TP-584.1, Schedule G)		5	( )	
6 Total tax due* (subtract line 5 from line 4)		6	1	00

**Part II — Computation of Additional Tax Due on the Conveyance of Residential Real Property for \$1 Million or More**

1 Enter amount of consideration for conveyance (from Part I, line 1)	1		
2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property; see instructions)	2		
3 Total additional transfer tax due* (1% of line 2)	3		00

\*Please make check(s) payable to the county clerk where the recording is to take place or if the recording is to take place in New York City, make check(s) payable to the NYC Department of Finance. If no recording is required, send this return and your check(s) made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, TTTB-Transfer Tax, PO Box 5045, Albany NY 12205-5045.

For recording officer's use	Amount received Part I \$ Part II \$	Date received	Transaction number
-----------------------------	--	---------------	--------------------

Schedule B — (continued)

Part III – Explanation of Exemption Claimed in Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York or any of their instrumentalities, agencies or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal bankruptcy act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property ..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a 1-, 2-, or 3-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of section 1401(e) of Article 31 of the Tax Law (attach documents supporting such claim)..... k ☐
- Other (attach explanation)..... i ☐

Schedule C — Credit Line Mortgage Certificate (Article 11 of the Tax Law)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

- 1 ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
  - 2 ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
    - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
    - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
    - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee or other officer of a court.
    - ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

  - ☐ Other (attach detailed explanation).
- 3 ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4 ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign).

The undersigned certify that the above return, including any certification, schedule or attachment, is to the best of his/her knowledge, true and complete. Donner-Hanna Coke Corporation by its sole shareholders:

Hanna Furnace Corporation	Steelfields LTD		
By: <u>Ronald J. Werhnyak</u>	Vice President		Secretary
By: <u>Ronald J. Werhnyak</u>	Title	By: <u>Richard A. Palumbo</u>	Title
LTV Steel Company, Inc.			
By: <u>N. David Bleisch</u>	Sr. Vice President		

Reminder: Did you complete all of the required information in Schedules A and B? Were you required to complete Schedule C? If you checked e, f or g in Schedule A, did you complete TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the NYC Department of Finance? If no recording is required, send your check(s), made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, TTTB-Transfer Tax, PO Box 5045, Albany NY 12205-5045.



New York State Department of Taxation and Finance  
**Combined Real Estate  
Transfer Tax Return and  
Credit Line Mortgage Certificate**

Recording Office Time Stamp

See instructions (TP-584-1) before completing this form. Please print or type.

**Schedule A — Information Relating to Conveyance**

<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Grantor	Name (If individual; last, first, middle initial)	Social Security Number	
		Donner-Hanna Coke Corporation		
		Mailing address	Social Security Number	
	City	State	ZIP code	Federal employer ident. number
				38   0624830
<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Grantee	Name (If individual; last, first, middle initial)	Social Security Number	
		Steelfields LTD		
		Mailing address	Social Security Number	
		50 Fountain Plaza, Suite 1350		
	City	State	ZIP code	Federal employer ident. number
	Buffalo	NY	14202	75   3084242

Location and description of property conveyed

Tax map designation			Address	City/Village	Town	County
Section	Block	Lot				
122	20	1-21	Baraga Street	Buffalo		Erie

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> 1 - 3 family house	5 <input type="checkbox"/> Commercial/Industrial	Date of conveyance <table><tr><td>1</td><td>3</td><td>03</td></tr><tr><td>month</td><td>day</td><td>year</td></tr></table>	1	3	03	month	day	year	Percentage of real property conveyed which is residential real property <u>0</u> % (see instructions)
1	3		03						
month	day		year						
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building								
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building								
4 <input checked="" type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____								

Condition of conveyance (check all that apply)

- |  |   |  |
|--|---|--|
| a. - Conveyance of fee interest  | f. - Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) | k. - Contract assignment   |
| b. - Acquisition of a controlling interest (state percentage acquired _____ %)   | g. - Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)                         | l. - Option assignment or surrender  |
| c. - Transfer of a controlling interest (state percentage transferred _____ %)   | h. - Conveyance of cooperative apartment(s)   | m. - Leasehold assignment or surrender   |
| d. - Conveyance to cooperative housing corporation   | i. - Syndication  | n. - Leasehold grant   |
| e. - Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | j. - Conveyance of air rights or development rights   | o. - Conveyance of an easement   |
|  |   | p. - Conveyance for which exemption from transfer tax is claimed (complete Schedule B, Part III) |
|  |   | q. - Conveyance of property partly within and partly without the state                           |
|  |   | r. - Other (describe) <u>Correction Deed</u>   |

**Schedule B — Real Estate Transfer Tax Return (Article 31 of the Tax Law)**

**Part I — Computation of Tax Due**

Enter amount of consideration for the conveyance (If you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III)..... <input type="checkbox"/> Exemption claimed	1	1	00
2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien).....	2	( )	
3 Taxable consideration (subtract line 2 from line 1).....	3	1	00
4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3.....	4		00
5 Amount of credit claimed (see instructions and attach Form TP-584.1, Schedule G).....	5	( )	
6 Total tax due* (subtract line 5 from line 4).....	6	1	00

**Part II — Computation of Additional Tax Due on the Conveyance of Residential Real Property for \$1 Million or More**

1 Enter amount of consideration for conveyance (from Part I, line 1).....	1		
2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property; see instructions).....	2		
3 Total additional transfer tax due* (1% of line 2).....	3		00

\*Please make check(s) payable to the county clerk where the recording is to take place or if the recording is to take place in New York City, make check(s) payable to the **NYC Department of Finance**. If no recording is required, send this return and your check(s) made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, TTTB-Transfer Tax, PO Box 5045, Albany NY 12205-5045.

For recording officer's use	Amount received Part I \$ _____ Part II \$ _____	Date received	Transaction number
-----------------------------	--	---------------	--------------------

**Schedule B — (continued)****Part III — Explanation of Exemption Claimed in Part I, line 1 (check any boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- ☒ Conveyance is to the United Nations, the United States of America, the state of New York or any of their instrumentalities, agencies or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal bankruptcy act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a 1-, 2-, or 3-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of section 1401(e) of Article 31 of the Tax Law (attach documents supporting such claim)..... k ☐
- Other (attach explanation)..... l ☐

**Schedule C — Credit Line Mortgage Certificate (Article 11 of the Tax Law)**

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

- 1 ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2 ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee or other officer of a court.
- ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
- Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- ☐ Other (attach detailed explanation).
- 3 ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4 ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the NYC Department of Finance.)

**Signature (both the grantor(s) and grantee(s) must sign).**

The undersigned certify that the above return, including any certification, schedule or attachment, is to the best of his/her knowledge, true and complete. Donner-Hanna Coke Corporation by its sole shareholders:

Hanna Furnace Corporation	Steelfields LTD	Secretary
By: <u>Ronald J. Werhnyak</u>	Vice President	
By: Ronald J. Werhnyak	Title	By: Richard A. Palumbo
		Title
LTV Steel Company Inc.		
By: <u>N. David Bleisch</u>	Sr. Vice President	

Reminder: Did you complete all of the required information in Schedules A and B? Were you required to complete Schedule C? If you checked e, f or g in Schedule A, did you complete TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the NYC Department of Finance? If no recording is required, send your check(s), made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, TTB-Transfer Tax, PO Box 5045, Albany NY 12205-5045.

FOR COUNTY USE ONLY

C1. SWIS Code

C2. Date Deed Recorded

Month / Day / Year

C3. Book

C4. Page

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK

STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217

RP-5217 Rev 3/97



PROPERTY INFORMATION

1. Property Location Baraga Street

STREET NUMBER

STREET NAME

Buffalo

CITY OR TOWN

VILLAGE

ZIP CODE

2. Buyer Name Steelfields LTD

LAST NAME / COMPANY

FIRST NAME

LAST NAME / COMPANY

FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)

Steelfields LTD

LAST NAME / COMPANY

FIRST NAME

50 Fountain Plaza, Suite 1350

Buffalo

N Y

14202

STREET NUMBER AND STREET NAME

CITY OR TOWN

STATE

ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed

# of Parcels

OR ☒

Part of a Parcel

(Only if Part of a Parcel) Check as they apply:

4A. Planning Board with Subdivision Authority Exists ☐

4B. Subdivision Approval was Required for Transfer ☐

4C. Parcel Approved for Subdivision with Map Provided ☐

5. Deed Property Size

100

X

68

OR

0.00

FRONT FEET

DEPTH

ACRES

6. Seller Name Donner-Hanna Coke Corporation

LAST NAME / COMPANY

FIRST NAME

LAST NAME / COMPANY

FIRST NAME

Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential

E ☐ Agricultural

I ☐ Community Service

B ☐ 2 or 3 Family Residential

F ☐ Commercial

J ☐ Industrial

C ☐ Residential Vacant Land

G ☐ Apartment

K ☐ Public Service

D ☒ Non-Residential Vacant Land

H ☐ Entertainment / Amusement

L ☐ Forest

Check the boxes below as they apply:

8. Ownership Type is Condominium ☐

9. New Construction on Vacant Land ☐

10A. Property Located within an Agricultural District ☐

10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District ☐

SALE INFORMATION

11. Sale Contract Date

1 / 3 / 03

Month / Day / Year

12. Date of Sale / Transfer

1 / 3 / 03

Month / Day / Year

13. Full Sale Price

1,000,000.00

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

14. Indicate the value of personal property included in the sale

0.00

15. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives

B ☐ Sale Between Related Companies or Partners in Business

C ☐ One of the Buyers is also a Seller

D ☐ Buyer or Seller is Government Agency or Lending Institution

E ☒ Deed Type not Warranty or Bargain and Sale (Specify Below)

F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)

G ☐ Significant Change in Property Between Taxable Status and Sale Dates

H ☐ Sale of Business is Included in Sale Price

I ☒ Other Unusual Factors Affecting Sale Price (Specify Below)

J ☐ None

Correction Quit Claim Deed

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken

03

17. Total Assessed Value (of all parcels in transfer)

3,900,000.00

18. Property Class

340

19. School District Name

City of Buffalo

Tax Map Identifier(s) / Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))

122.20-1-21 (part of)

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

STEELFIELDS LTD

BUYER'S ATTORNEY

Micca

Louis

LAST NAME

FIRST NAME

585

899-6031

AREA CODE

TELEPHONE NUMBER

BUYER SIGNATURE

DATE

50

Fountain Plaza, Suite 1350

STREET NUMBER

STREET NAME (AFTER SALE)

Buffalo

NY

14202

CITY OR TOWN

STATE

ZIP CODE

ONNER-HANNA COKE CORPORATION

TV STEEL COMPANY, INC.

by: [Signature]

SELLER SIGNATURE

by its Sole Shareholders

THE HANNA FURNACE CORPORATION

by: [Signature]

DATE 3/11/03

NEW YORK STATE

COPY

By: Kenneth J. Hirz, Clerk  
U.S. Bankruptcy Court  
Northern District of Ohio

By: Rosa M. Livingston  
Deputy Clerk

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

2002 SEP 24 PM 2: 20

NORTHEAST DISTRICT OF CALIF  
YOUNGSTOWN

In re:

## Chapter 11

**LTV STEEL COMPANY, INC.,  
a New Jersey corporation, et al.,**

**Jointly Administered  
Case No. 00-43866**

### Debtors.

**Chief Judge William T. Bodoh**

ORDER APPROVING COMPROMISE AND  
SETTLEMENT BETWEEN AND AMONG  
LTV STEEL COMPANY, INC., HANNA FURNACE CORPORATION,  
STEELFIELDS LLC, THE CITY OF BUFFALO, NEW YORK,  
THE CITY OF BUFFALO URBAN RENEWAL AGENCY,  
THE NEW YORK STATE DEPARTMENT  
OF ENVIRONMENTAL CONSERVATION AND TRAVELERS  
INDEMNITY COMPANY AND TRAVELERS CASUALTY AND SURETY COMPANY

FILED  
JAN - 2 2003  
ERIE COUNTY  
CLERK'S OFFICE

This matter coming before the Court on the Motion of Debtor LTV Steel Company, Inc. ("LTV Steel"), one of the above-captioned debtors and debtors in possession, for an Order Approving Compromise and Settlement Between and Among LTV Steel Company, Inc., Hanna Furnace Corporation, Steelfields LLC, the City of Buffalo, New York, the City of Buffalo Urban Renewal Agency, the New York State Department of Environmental Conservation and Travelers Indemnity Company and Travelers Casualty and Surety Company (the "Motion"); the Court having reviewed the Motion and having heard the statements of counsel regarding the relief requested in the Motion at a hearing before the Court (the "Hearing"); the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (c) notice of the Motion and the Hearing was sufficient under the circumstances, and (d) the Comprehensive Settlement (as such term is defined in the Motion), which includes LTV Steel's entry into the Environmental Settlement Agreements and the Ancillary Agreements (as such

terms are defined in the Motion), represents a reasonable exercise of LTV Steel's business judgment and is in the best interests of its estate and creditors; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

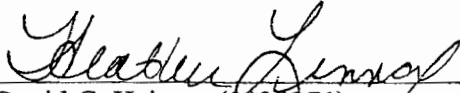
1. The Motion is GRANTED.
2. Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.
3. The Comprehensive Settlement is approved.
4. The Environmental Settlement Agreements and the Ancillary Agreements are approved.
5. LTV Steel is authorized to enter into the Environmental Settlement Agreements and the Ancillary Agreements.
6. LTV Steel is authorized to assign to the Escrow Account a portion of its rights to insurance reimbursement from Travelers pursuant to the Insurance Settlement Agreement and, upon making the insurance reimbursement payments required under the Escrow Agreement, except with respect to the rights of LTV Steel under the Insurance Settlement Agreement, Travelers shall have no further duties or obligations to provide insurance reimbursement of any nature in respect of LTV Steel's interest in the Site and, to the extent permitted by applicable law, to any other person or entity.

7. LTV Steel is further authorized to take all such other actions and enter into all such other documents and instruments as may be necessary or appropriate to implement and effectuate the relief granted herein.

Dated: Sept 24, 2002

  
\_\_\_\_\_  
CHIEF UNITED STATES BANKRUPTCY JUDGE

PREPARED BY:



David G. Heiman (0038271)  
Heather Lennox (0059649)  
Leah J. Sellers (0072861)  
JONES, DAY, REAVIS & POGUE  
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41 South High Street  
Suite 1900  
Columbus, Ohio 43215  
Telephone: (614) 469-3939  
Facsimile: (614) 461-4198

ATTORNEYS FOR DEBTORS  
AND DEBTORS IN POSSESSION

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re: ) Case No. 02-08699  
) (Jointly Administered)  
NATIONAL STEEL CORPORATION, ) Chapter 11  
et al., ) Hon. John H. Squires  
) Hearing Date: August 29, 2002  
Debtors. ) Hearing Time: 2:00 p.m.  
) Objection Deadline: August 22, 2002

FILED  
UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
AUG 7 - 2002  
EOD

KENNETH S. GARDNER, CLERK  
PS REP. - RD  
AUG - 8 2002

FILED  
JAN - 2 2003  
ERIE COUNTY  
CLERK'S OFFICE

**MOTION FOR ORDER PURSUANT TO 11 U.S.C. § 365(A) AND 105(A)  
AND BANKRUPTCY RULE 9019 AUTHORIZING THE DEBTORS TO  
(1) ENTER INTO A CONSENT ORDER WITH THE CITY OF  
BUFFALO, NEW YORK AND THE BUFFALO URBAN RENEWAL  
AGENCY IN CONNECTION WITH CERTAIN ENVIRONMENTAL  
LIABILITIES AND (2) ASSUME A COVERAGE-IN-PLACE  
INSURANCE AGREEMENT WITH ACE-INA**

National Steel Corporation ("National Steel") and certain of its subsidiaries and affiliates, including Hanna Furnace Corporation ("Hanna"), debtors and debtors-in-possession (collectively or individually, the "Debtors"), submit this motion (the "Motion") for an order pursuant to 11 U.S.C. §§ 365(a) and 105(a) and Bankruptcy Rule 9019 authorizing the Debtors to (1) enter into a consent order with the City of Buffalo, New York and the Buffalo Urban Renewal Agency in connection with certain environmental liabilities and (2) assume a coverage-in-place insurance agreement with ACE-INA. In support of this Motion, the Debtors respectfully represent as follows:

**BACKGROUND**

1. On March 6, 2002 (the "Petition Date"), the Debtors each filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101-1330 (as amended, the "Bankruptcy Code"). The Debtors continue to

This is to certify that the within and attached document is a full, true and correct copy of the original thereof as the same appears on file in the office of the Clerk of the United States Bankruptcy Court for the Northern District of Illinois.

KENNETH S. GARDNER  
CLERK OF COURT

By Telyle Rama  
Deputy Clerk

- 124

762-32-0

manage and operate their businesses as debtors and debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On March 18, 2002, the United States Trustee appointed the official committee of unsecured creditors of the Debtors (the "Creditors' Committee"). No trustee or examiner has been appointed.

3. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory predicates for the relief requested herein are sections 365(a) and 105(a) of the Bankruptcy Code and Rules 6006 and 9019 of the Federal Rules of Bankruptcy Procedure.

## **INTRODUCTION**

### **A. Environmental Contamination At The Donner Hanna Coke Plant**

5. National Steel has been in existence for over seventy years, having been formed through the merger of Great Lakes Steel Corporation, Weirton Steel Corporation and Hanna Iron Ore Company and incorporated in 1929. National Steel acquired Hanna in 1929 as part of its formation. National Steel grew steadily in the following decades both by building new facilities and through acquisitions.

6. One of the Debtors' first facilities was the Donner Hanna coke plant (the "Site") located in Buffalo, New York and which operated from approximately 1920 to 1982. For the majority of that time, the Site was operated as a corporation jointly owned by Hanna and

LTV Steel Company, Inc. (or its predecessor) (collectively, "LTV").<sup>1</sup> In 1989 and 1990, the Site was demolished and, at present, Hanna and LTV each have a 50% ownership share in the Site.

7. In 1992, Hanna and LTV transferred certain properties in the vicinity of the Site to the Buffalo Urban Renewal Agency ("BURA"). These properties are located in a residential housing development commonly known as the Hickory Woods Subdivision. In the spring of 1999, contamination was discovered on certain of these properties in the Hickory Woods Subdivision. Shortly thereafter, contamination was also discovered on a berm constructed on the Site by BURA pursuant to an easement granted by Hanna and LTV to BURA.

8. On September 3, 1999, Hanna and LTV filed suit (the "Environmental Suit") in the United States District Court for the Western District of New York against the City of Buffalo and BURA (collectively, the "Defendants") arising from the Defendants' alleged placement of hazardous substances within the berm on the Site. Hanna and LTV sought \$3 million to remove the berm and an unspecified amount of other damages for response costs and attorney fees, as well as injunctive relief and other claims under CERCLA, breach of contract and common law.

9. On December 13, 1999, the Defendants asserted counterclaims alleging, among other things, that Hanna and LTV disposed of wastes both on the Site and on the properties in the Hickory Woods Subdivision. The Defendants' counterclaims seek an unspecified amount of response costs, compensatory damages, injunctive relief and attorney fees, as well

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<sup>1</sup> On December 29, 2000, LTV filed for chapter 11 bankruptcy protection in the bankruptcy court for the Northern District of Ohio, which cases are still pending before such bankruptcy court (Case No. 00-43867).

as punitive damages of \$250 million based on CERCLA and New York statutory and common law (collectively, the "Counterclaims").

10. In March, 2002, Hanna and LTV filed motions in United States District Court for the Western District of New York arguing that, among other things, the automatic stay imposed under section 362 of the Bankruptcy Code prohibited the Defendants from continuing the litigation of the Counterclaims. On May 9, 2002, the court denied these automatic stay motions in part and held that certain Counterclaims could proceed to the extent that the Defendants sought to require Hanna and LTV to abate alleged public nuisance conditions and alleged liability to remediate environmental conditions under applicable environmental laws rather than monetary relief.

11. Each party has denied all fault and liability to the other. Thus, in an effort to conserve resources of the estate, as well as those of this Court, and in the exercise of the Debtors' reasonable business judgment, the Debtors have agreed to settle the above referenced matters on the terms set forth herein, subject to this Court's approval.

**B. Insurance Coverage Agreement**

12. Prior to the Petition Date, National Steel and several of its subsidiaries, including Hanna, entered into a coverage-in-place settlement agreement (the "Agreement")<sup>2</sup> with various ACE companies ("ACE-INA"), as successor to the Cigna Companies, regarding insurance coverage for certain environmental liabilities. The Agreement resolved a coverage

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<sup>2</sup> Due to the confidential nature of the Agreement, the relevant aspects of the Agreement have been summarized herein, but the Agreement is not attached as an exhibit to the Motion. If requested by the Court, the Agreement will be provided for in camera review by the Court.

lawsuit that had been pending prior to the Petition Date in the Circuit Court for Hancock County, West Virginia.

13. Specifically, the Agreement provides for shared payment of certain environmental defense and indemnity costs, with ACE-INA reimbursing the Debtors for 43% of the first \$20 million in covered costs and 25% of the next \$20 million. The Agreement covers specified locations, including the Site, and there is nearly \$12.8 million available under the Agreement for future claims of the Debtors, including those for the Site. The Agreement does not require the Debtors to pay any fees or premiums to ACE-INA in connection with such coverage.

14. The Agreement further provides that the Debtors will defend covered claims, with counsel of their choice, and periodically submit demands for reimbursement of defense or indemnity costs to ACE-INA with periodic status reports. The Agreement requires the Debtors to indemnify and defend ACE-INA against any direct claims by third-parties related to the covered sites, including the Site. To date, no such claim has ever been asserted and there have been no demands for indemnification by ACE-INA. Finally, the Debtors believe they are in full compliance with the terms of the Agreement and that there are no defaults under the Agreement that must be cured upon assumption of the Agreement.

#### **RELIEF REQUESTED**

15. By this Motion, the Debtors seek two forms of relief. First, pursuant to Bankruptcy Rule 9019, the Debtors seek to settle the Environmental Suit and Counterclaims with the City of Buffalo, New York and BURA pursuant to the consent order attached hereto as Exhibit 1 (the "Consent Order"). In particular, in exchange for a full discharge of claims by the City of Buffalo and BURA in connection with the Site and properties in the Hickory Woods

Subdivision, Hanna has agreed to deposit \$7.75 million in escrow and transfer title for the Site to an independent third-party for remediation of the Site. Second, pursuant to section 365 of the Bankruptcy Code, the Debtors seek to assume the Agreement so that the \$12.8 million available under the Agreement may be used for, among other things, current and future environmental clean-up costs at the Site.

#### **BASIS FOR RELIEF**

16. The Debtors' ability to quickly reorganize these estates and provide a recovery to their creditors and interest holders rests, at least in part, on their ability to resolve outstanding claims in these cases. The Debtors believe that the Consent Order constitutes a fair and equitable resolution of the Environmental Suit and Counterclaims, and further, that approval of the Consent Order is in the best interests of the Debtors' estates. The principal terms of the Consent Order with respect to Hanna are summarized below.<sup>3</sup>

- (a) Hanna Obligations. No later than August 31, 2002, a closing will be held at which Hanna will transfer title to the Site to Steelfields LLC ("Steelfields") and deposit \$7.75 million into an escrow account as required by the Consent Order.
- (b) Conditions Precedent to Hanna Obligations. Hanna's obligations are expressly contingent upon Steelfields closing on the Site in accordance with the terms of the Property Transfer Agreement and Steelfields entering into a final Voluntary Cleanup Agreement with the New York State Department of Environmental Conservation. In the event these obligations are not satisfied on or prior to August 31, 2002 for any reason, the Consent Order will be null

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<sup>3</sup> This portion of the Motion is presented in summary form only. In the event of any discrepancy between these terms and the terms contained in the Consent Order, the terms of the Consent Order shall control. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Consent Order. The terms and conditions of the Consent Order for LTV are substantially similar to those for Hanna.

and void, and Hanna, LTV and the Defendants will proceed to trial on September 16, 2002. The consent of the parties to the Consent Order is conditioned on, among other things, agreement and execution of a final Administrative Order on Consent with the New York State Department of Environmental Conservation providing Hanna with releases and contribution protection from the New York State Department of Environmental Conservation, an escrow agreement, a property transfer agreement and approval of the Consent Order by this Court.

- (c) Release by Defendants. Upon the entry of the Consent Order, the City of Buffalo and BURA, including without limitation all of the City's other related Public Benefit Corporations, fully and forever discharge, satisfy, and requit any and all claims, demands, actions, proceedings, suits, orders and directives that any of them may have under any federal law or statute, including without limitation CERCLA and RCRA, any laws or statutes of the State of New York, any and all local or municipal ordinances, regulations or rules, any police powers, and any theory of common law, known or unknown, foreseen or unforeseen, against Hanna, or any of its directors, officers, employees, agents, affiliates, parent companies, subsidiaries, secured creditors, insurers, or successors and assigns, for any liabilities, response costs, response actions, property damage, damages, losses, injuries, injunctive relief, remedies, oversight or administrative costs, fines, penalties, or other costs and expenses previously incurred or which may be incurred in the future, with regard to the Site or the properties in the Hickory Woods Subdivisions and related impacts or conditions arising therefrom.
- (d) Release by Hanna. Upon the entry of the Consent Order, Hanna fully and forever discharges, satisfies, and requits any and all claims, demands, actions, proceedings, suits, orders and directives that it may have under any federal law or statute, including without limitation CERCLA and RCRA, any laws or statutes of the State of New York, any and all local or municipal ordinances, regulations or rules, any policy powers, and any theory of common law, known or unknown, foreseen or unforeseen, against the City of Buffalo or BURA, or either of their directors, officers, employees, agents, affiliates, secured creditors, insurers, successors and assigns, for any liabilities, response costs, response actions, property damage, damages, losses, injuries, injunctive relief, remedies, oversight or administrative costs, fines, penalties, or other costs or expenses previously incurred or which may be incurred in the future, with regard to the Site or the properties in the Hickory Woods Subdivision and related impacts or conditions arising therefrom.
- (e) Withdrawal of Claims by Defendants. After the full performance by Hanna

of its obligations under the Consent Order, the Defendants will withdraw any and all objections and claims against Hanna in these chapter 11 cases pertaining to conditions at the Site or at the properties in the Hickory Woods Subdivision with prejudice, whether known or unknown, contingent or liquidated, existing or that may arise in the future, and will not institute or re-institute any claims or objections with regard to the Site or at the properties in the Hickory Woods Subdivision in the future.

- (f) Withdrawal of Environmental Suit and Counterclaims. After the full compliance with the terms and conditions of the Consent Order, Hanna and the Defendants will dismiss with prejudice their claims and counterclaims in the United States District Court for the Western District of New York.

17. There are several benefits to the Debtors and their estates in entering into the Consent Order. First, the Consent Order provides for the consensual resolution of the Environmental Suit and Counterclaims, which would otherwise involve considerable time, expense and the uncertainty of litigation. Second, the City of Buffalo and BURA have agreed to dismiss with prejudice their Counterclaims and discharge the Debtors from any other liability in connection with the Site and properties in the Hickory Woods Subdivision in exchange for a mutual dismissal and discharge by the Debtors. Third, the City of Buffalo and BURA have agreed to withdraw with prejudice any and all objections and claims against the Debtors in these chapter 11 cases pertaining to conditions at the Site and properties in the Hickory Woods Subdivision.

18. The Debtors believe that they are receiving a significant benefit from resolution of the Environmental Suit and Counterclaims because they will avoid any uncertainty and cost involved in the continued litigation of these matters, and the attendant distraction of the Debtors' management. The Debtors, absent a settlement, could be required to spend significant amounts to abate a public nuisance and to remediate environmental conditions at the Site. The Debtors further believe that the Consent Order represents a fair and reasonable settlement of the

disputes between the parties and provides a result that is beneficial to the Debtors' estates.

Accordingly, the Debtors seek approval of the Consent Order under Bankruptcy Rule 9019.

19. Finally, the Debtors also assert that assumption of the Agreement is in the best interests of the Debtors' estates and creditors. As stated above, the Agreement provides that ACE-INA will reimburse the Debtors for 43% of the first \$20 million in covered costs and 25% of the next \$20 million, and that \$12.8 million is available under the Agreement. In this case, ACE-INA has already given its preliminary approval for payment of its 43% share of the \$7,750,000 settlement payment (\$3,332,500), subject to this Court's approval of the assumption of the Agreement. Accordingly, by assuming the Agreement, the Debtors' out-of-pocket payment under the Consent Order will be reduced to \$4,417,500 and the Debtors will still have approximately \$8.4 million of availability under the Agreement.

#### **APPLICABLE AUTHORITY**

20. This Court may authorize the Debtors to settle the litigation as provided in the Consent Order. Specifically, Bankruptcy Rule 9019 provides, in part, that "[o]n motion by the [debtor-in-possession] and after notice and a hearing, the court may approve a compromise or settlement." Fed. R. Bankr. P. 9019(a). Compromises are tools for expediting the administration of the case and reducing administrative costs and are favored in bankruptcy. See Fogel v. Zell, 221 F.3d 955, 960 (7th Cir. 2000); Fishell v. Soltow (In re Fishell), No. 94-1109, 1995 WL 66622, at \*2 (6th Cir. February 16, 1995); In re Martin, 91 F.3d 389, 393 (3d Cir. 1996) ("To minimize litigation and expedite the administration of a bankruptcy case, '[c]ompromises are favored in bankruptcy.'") (quoting 9 Colliers on Bankruptcy ¶ 9019.03[1] (15th Ed. 1993)). Various courts have endorsed the use of Bankruptcy Rule 9019. See, e.g., In re Patel, 43 B.R.

500, 504 (N.D. Ill. 1982); In re Miller, 148 B.R. 510, 516 (Bankr. N.D. Ill. 1992); In re Check Reporting Service, Inc., 137 B.R. 653 (Bankr. W.D. Mich. 1992); Bartel v. Bar Harbour Airways, Inc., 196 B.R. 268 (S.D.N.Y. 1996); In re Foundation for New Era Philanthropy, Case No. 95-13729B, 1996 Bankr. LEXIS 1892 (Bankr. E.D. Pa. Aug. 21, 1996).

21. The standards by which a court should evaluate a settlement are well established. In addition to considering the proposed terms of the settlement, the Court should consider the following factors: (a) the probability of success in litigation; (b) the difficulty in collecting any judgment that may be obtained; (c) the complexity of the litigation involved, and the expense inconvenience and delay necessarily attendant to it; and (d) the interest of creditors and stockholders and a proper deference to their reasonable views of the settlement. See In re Patel, 43 B.R. at 504-05; Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424-245 (1968); Fisheil, 1995 WL 66622, at \*3; In re Pennsylvania Truck Lines, Inc., 150 B.R. 595, 598 (E.D. Pa. 1992), aff'd, 8 F.3d 812 (3d Cir. 1993); In re Grant Broadcasting, Inc., 71 B.R. 390, 395 (Bankr. E.D. Pa. 1987); In re Neshaminy Office Bldg. Assoc's., 62 B.R. 798, 803 (E.D. Pa. 1986).

22. The decision to approve a settlement or compromise is within the discretion of the Court and is warranted where the settlement is found to be reasonable and fair in light of the particular circumstances of the case. See TMT Trailer Ferry, 390 U.S. at 424-25. The settlement need not be the best that the debtor could have achieved, but need only fall "within the reasonable range of litigation possibilities." In re Telesphere Communications, Inc., 179 B.R. 544, 553 (Bankr. N.D. Ill. 1994). In making its determination, a court should not substitute its own judgment for that of the debtor. Neshaminy Office, 62 B.R. at 803.

23. There is sufficient justification for the Debtors to enter into the Consent Order. Most importantly, the Debtors are potentially liable under applicable environmental laws for all of the costs of cleaning up environmental contamination at the Site, which will in all likelihood substantially exceed \$7.75 million and the total value of the Site. Specifically, under applicable environmental laws, the Debtors could be liable for all cleanup costs as an owner of the Site, as the alleged generator of a portion of the hazardous substances that have contaminated the Site, and as the alleged successor to Donner-Hanna Coke Corp., the original owner of the Site. In addition, litigation of these issues would engender a great deal of time, expense and administrative burden if litigation were to continue. Finally, even if the Debtors had a contribution right to recover some of these costs from LTV, litigation of such claims would be complex and the outcome uncertain, given the particulars of the factual circumstances involved, as well as the fact that such claims might be uncollectible given LTV's bankruptcy. In light of all these factors, the Debtors believe that the Consent Order is fair and reasonable and in the best interests of the Debtors' estates and their creditors.

24. Section 365(a) of the Bankruptcy Code provides that a debtor, "subject to the court's approval, may assume or reject an executory contract or an unexpired lease." The assumption or rejection of an executory contract, such as the Agreement, by a debtor is subject to review under the business judgment standard. A court should grant a motion to assume an executory contract under Section 365(a) of the Bankruptcy Code if such assumption is within the debtor's business judgment. See e.g., In re Del Grosso, 115 B.R. 136, 138 (Bankr. N.D. Ill. 1990). The debtor in possession must simply show some benefit flowing to the estate. Del Grosso, 115 B.R. at 138.

25. If the debtor's business judgment has been reasonably exercised, a court should approve the assumption or rejection of an executory agreement. See, e.g., NLRB v. Bildisco and Bildisco, 465 U.S. 513, 523 (1984); Group of Institutional Investors v. Chicago, Milwaukee, St. Paul & Pacific R.R. Co., 318 U.S. 523 (1943); In re Del Grosso, 115 B.R. 136,138 (Bankr. N.D. Ill. 1990).

26. The business judgment rule obviates the need for the court to second guess a debtor's management. In re Johns-Manville Corp., 60 B.R. 612, 615-16 (Bankr. S.D.N.Y. 1986) ("[T]he Code favors the continued operation of a business by a debtor and a presumption of reasonableness attaches to a Debtor's management decisions."). Once the Debtors articulate a valid business justification, "[t]he business judgment rule 'is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.'" In re Integrated Resources, Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting Smith v. Van Gorkom, 488 A.2d 858, 872 (Del. 1985)).

27. Indeed, when applying the "business judgment" rule, courts show great deference to the debtor's decision-making. See Summit Land Co. v. Allen (In re Summit Land Co.), 13 B.R. 310, 315 (Bankr. D. Utah 1981) ("Court approval under Section 365(a), if required, except in extraordinary situations, should be granted as a matter of course."). Thus, this Court should approve the assumption of the Agreement if the Debtors demonstrate a sound business justification therefor. Chicago, Milwaukee, St. Paul & Pacific R.R. Co., 318 U.S. at 550 (applying business judgment rule in context of assumption of a prepetition agreement); In re Van Sweringen Corp., 155 F.2d at 1013 (same); Cutters, 104 B.R. at 889 (same).

28. In determining to assume the Agreement, the Debtors clearly have satisfied the requisite "business judgment" standard. Assumption of the Agreement is in the best interests of the estate and its creditors. The Agreement makes over \$12.8 million available to satisfy current and future environmental obligations. Specifically, ACE-INA has given preliminary approval for payment of its 43% share of the \$7,750,000 settlement payment (\$3,332,500), subject to this Court's approval of the assumption of the Agreement. Accordingly, the Debtors assert that assumption of the Agreement is in the best interests of the Debtors' estates and creditors.

29. No previous request for the relief sought herein has been made to this Court or any other Court.

WHEREFORE, the Debtors respectfully request that the Court enter an order pursuant to 11 U.S.C. § 365(a) and Bankruptcy Rule 9019 authorizing the Debtors to enter into the Consent Order and assume the Agreement and granting such further relief as is appropriate.

Dated: Chicago, Illinois  
August 6, 2002

Respectfully Submitted,

National Steel Corporation, et al.,



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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re:	)	Case No. 02- 08699
	)	(Jointly Administered)
NATIONAL STEEL CORPORATION,	)	Chapter 11
et al.,	)	Hon. John H. Squires
	)	
Debtors.	)	

**ORDER PURSUANT TO 11 U.S.C. §§ 365(A) AND 105(A)  
AND BANKRUPTCY RULE 9019 AUTHORIZING THE DEBTORS TO  
(1) ENTER INTO A CONSENT ORDER WITH THE CITY OF  
BUFFALO, NEW YORK AND THE BUFFALO URBAN RENEWAL  
AGENCY IN CONNECTION WITH CERTAIN ENVIRONMENTAL  
LIABILITIES AND (2) ASSUME A COVERAGE-IN-PLACE  
INSURANCE AGREEMENT WITH ACE-INA**

Upon the motion dated (the "Motion"),<sup>1</sup> of National Steel Corporation ("National Steel") and certain of its subsidiaries and affiliates, including Hanna Furnace Corporation ("Hanna"), debtors and debtors-in-possession (collectively, the "Debtors"), for entry of an order under 11 U.S.C. §§ 365(a) and 105(a) and Bankruptcy Rule 9019 authorizing the Debtors to (1) enter into a consent order with the City of Buffalo, New York and the Buffalo Urban Renewal Agency in connection with certain environmental liabilities and (2) assume a coverage-in-place insurance agreement with ACE-INA, as more fully described in the Motion; and it appearing that the relief requested is in the best interest of the Debtors, their estates, creditors and other parties in interest and is a proper exercise of the Debtors' business judgment; all parties in interest

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<sup>1</sup> Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Motion.

having been heard or having had the opportunity to be heard; it appearing that good and sufficient notice of the Motion having been given and that no other or further notice of the Motion or of the entry of this Order need be provided; upon the entire record herein; and good and sufficient cause appearing therefor,

IT IS ORDERED, ADJUDGED AND DECREED:

1. The Motion is granted in its entirety.
2. The Debtors' business judgment to enter into the Consent Order and to assume the Agreement upon the terms described in the Motion is reasonable under the circumstances and is hereby approved.
3. The Debtors are authorized to enter into the Consent Order pursuant to section 105 of the Bankruptcy Code and Bankruptcy Rule 9019 and to assume the Agreement pursuant to section 365(a) of the Bankruptcy Code.
4. The cure claim amount under the Agreement is \$0, and any and all defaults by the Debtors to ACE-INA arising or occurring under the Agreement prior to assumption shall be and hereby are deemed cured and shall give rise to no further liability or remedy under the Agreement to ACE-INA (or its successor).
5. The Debtors and their respective officers, employees and agents, are authorized to perform all of their obligations, take whatever actions necessary, and issue, execute and deliver whatever documents may be necessary or appropriate in order to effectuate the Consent Order and/or to assume the Agreement as contemplated herein.
6. This Order shall survive and remain in full force and effect notwithstanding dismissal, conversion of, appointment of a trustee in or confirmation of a plan of

reorganization in these chapter 11 cases. The Court shall retain jurisdiction to enforce the terms of this Order.

7. Notwithstanding Rule 6006(d) of the Federal Rules of Bankruptcy Procedure or any other Bankruptcy Rule, this Order shall take effect immediately upon its entry.

Dated: Chicago, Illinois  
August \_\_, 2002

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UNITED STATES BANKRUPTCY JUDGE

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK**

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**In Re:**

**CHATEAUGAY CORPORATION,  
ROMAR, INC.  
THE LTV CORPORATION, et al.**

**Debtors.**

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**Civil Action No. 99-CV-0624E(F)**

**CONSENT ORDER**

**LTV STEEL COMPANY, INC. and  
HANNA FURNACE CORPORATION,**

**Plaintiffs,**

**-vs-**

**THE CITY OF BUFFALO, NEW YORK  
THE CITY OF BUFFALO URBAN  
RENEWAL AGENCY and  
JOHN DOES NOS. 1-10,**

**Defendants.**

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The Parties to this proceeding, Plaintiff LTV Steel Company, Inc. ("LTV"), Plaintiff Hanna Furnace Corporation ("Hanna"), Defendant City of Buffalo, New York ("City"), and Defendant the City of Buffalo Urban Renewal Agency ("BURA") (hereinafter, collectively, the "Parties" and individually, the "Party"), hereby respectfully lodge this proposed Consent Order providing for the full and final resolution of claims as provided herein on the following terms and conditions, contingent upon: (1) the fulfillment of certain specified Conditions Precedent set forth herein; (2) the filing of a Motion for Entry of this Consent Order; and (3) approval and entry of this Consent Order by this Court:

**Exhibit 1**

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WHEREAS, LTV and Hanna filed a Complaint in this matter against the City and BURA on September 2, 1999 asserting claims relating to a berm allegedly constructed by Defendants on a portion of an approximately 220-acre parcel containing a former steel plant and a former coke manufacturing facility owned by Plaintiffs in South Buffalo (the "Plant Site");

WHEREAS, the City and BURA filed their Answers and Counterclaims on December 13, 1999, and the City filed an Amended Answer and Counterclaims on October 6, 2000, asserting legal and equitable claims for injunctive relief relating to conditions at or from the Plant Site and adjacent residential areas known as the Hickory Woods Neighborhood (the "Residential Properties") and also seeking reimbursement for certain costs and expenses incurred by the City and BURA related thereto;

WHEREAS, LTV filed a separate adversary proceeding against the City and BURA in the U.S. Bankruptcy Court for the Southern District of New York on September 2, 1999 styled LTV Steel Company, Inc., et al. v. The City of Buffalo (In re Chateaguay Corp.), Case No 86 B 11270 (Jointly Administered), Adv. Proc. No.: 998585A (BRL), which, by motion of the City and BURA, was subsequently transferred to the Western District of New York by Opinion and Order issued by the Bankruptcy Court on March 29, 2002;

WHEREAS, the adversary proceeding transferred to this Court by the U.S. Bankruptcy Court for the Southern District of New York was consolidated with the instant proceeding by Memorandum and Order of this Court dated May 9, 2002;

WHEREAS, LTV filed a petition for bankruptcy and is currently operating pursuant to an Asset Protection Plan approved by U.S. Bankruptcy Judge William T. Bodoh of the Northern District of Ohio;

WHEREAS, Hanna filed a petition for bankruptcy and is currently operating under U.S. Bankruptcy Court protection in the Northern District of Illinois;

WHEREAS, the U.S. Bankruptcy Court of the Northern District of Ohio and the U.S. Bankruptcy Court of the Northern District of Illinois shall be known herein collectively as "the Bankruptcy Courts";

WHEREAS, the Parties agree and submit that resolution of this proceeding upon the terms of this Consent Order is in the public interest;

WHEREAS, the May 9, 2002 Memorandum and Order of this Court denied the motions of LTV and Hanna to stay the Counterclaims of the City and BURA to the extent that the City and BURA seek to require LTV and Hanna to abate alleged public nuisance conditions and alleged liability under the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. ("RCRA") at or from the Plant Site but granted Plaintiffs' motion to stay Defendants' Counterclaims to the extent that they sought financial relief in the form of a fair market value protection plan and other monetary relief;

WHEREAS, Plaintiffs believe that they have reached conceptual agreement with the New York State Department of Environmental Conservation ("DEC") for the funding of certain remediation activities at the Plant Site and other properties to be undertaken by an entity known as "Steelfields LLC" ("Steelfields") pursuant to DEC-approved plans;

WHEREAS, Plaintiffs and Steelfields have reached agreement upon, and Plaintiffs believe that DEC is in conceptual agreement with, the terms of an Escrow Agreement establishing an Escrow Account into which Plaintiffs shall contribute specified assets and assign certain insurance rights to fund implementation of the DEC-approved plans by Steelfields, and which escrowed funds will be distributed to DEC in the event of material and final default by Steelfields;

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WHEREAS, Steelfields and DEC anticipate entering into a Voluntary Cleanup Agreement (the "VCA") shortly to provide for implementation of the DEC-approved plans at the Plant Site and at other properties by Steelfields;

WHEREAS, Plaintiffs and Steelfields anticipate entering into a Property Transfer Agreement shortly providing for the transfer of title to the Plant Site and other properties from Plaintiffs to Steelfields;

WHEREAS, the Parties to this proceeding wish to fully and finally resolve claims between them as provided herein, based upon the terms of this Consent Order, without trial, admission or further adjudication of any liability, fact or issue of law;

WHEREAS, there are pending causes of action filed by certain private residents against LTV, Hanna, the City, and BURA under captions Acoff et al. v. The Hanna Furnace Corporation et al. (State of New York Supreme Court, Erie County, Index No. I2001-3942); Andriaccio et al. v. The Hanna Furnace Corporation et al. (State of New York Supreme Court, Erie County, Index No. I2000-10578); Blake et al. v. The Hanna Furnace Corporation et al. (State of New York Supreme Court, Erie County, Index No. I2000-006347); and Gilmour v. The Hanna Furnace Corporation et al. (State of New York Supreme Court, Erie County, Index No. I2000-10579) (hereinafter collectively the "Residents' Lawsuits"), which seek relief from the Parties pursuant to claims of property damage and personal injury;

WHEREAS, LTV is advised that its insurance carrier, the Travelers Indemnity Company and Travelers Casualty and Surety Company ("Travelers"), is in conceptual agreement with the partial assignment of LTV's rights to insurance proceeds to the Escrow Account subject to satisfaction of the Conditions Precedent set forth herein and provided that the assignment shall not enlarge Travelers' obligations under its settlement with LTV;

WHEREAS, the Parties represent and warrant that they have the authority to execute this Consent Order and, subject to the terms hereof, have the authority to consummate the transactions contemplated herein;

NOW, WHEREFORE, based upon the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

1. Plaintiffs' Obligations. After the entry and effective date of this Consent Order and no later than August 31, 2002, a closing will be held at which:

A. LTV and Hanna shall transfer title to the Plant Site and other specified properties to Steelfields in accordance with the terms of the Property Transfer Agreement;

B. In accordance with the terms of an Administrative Order on Consent with DEC ("AOC"), LTV and Hanna shall deposit the following sums into the Escrow Account established by the Escrow Agreement:

LTV: Two Million, One Hundred Eighty-Seven Thousand,  
Five Hundred Dollars (\$2,187,500.00)

Hanna: Seven Million, Seven Hundred Fifty Thousand Dollars  
(\$7,750,000.00)

C. In accordance with the terms of the AOC, LTV shall assign the specified portion of its rights to insurance proceeds in the amount of Six Million, Five Hundred Sixty-Two Thousand, Five Hundred Dollars (\$6,562,500.00) to the Escrow Account established by the Escrow Agreement.

D. Provided, however, that Plaintiffs' obligations under this Paragraph 1 are expressly contingent upon: (a) Steelfields closing in accordance with the terms of the Property Transfer Agreement; and (b) Steelfields entering into a final VCA with DEC

providing for remediation of the Plant Site and other properties in accordance with DEC-approved plans.

E. In the event that these obligations are not satisfied on or prior to August 31, 2002, whether due to default of the Plaintiffs or failure of the conditions in Paragraph 1.D, this Consent Order shall be null and void, whether proposed or entered, and the Parties shall appear before this Court at \_\_\_ on September 3, 2002 to report that the obligations have not been satisfied and a trial shall commence on September \_\_, 2002 in accordance with the May 9, 2002 Memorandum and Order and the Joint Stipulation of May 22, 2002.

2. Defendants' Obligations. Within seven (7) days following the fulfillment of LTV's and Hanna's obligations in Paragraph 1, the Parties shall file with this Court a Joint Voluntary Dismissal of all claims and counterclaims in this proceeding with prejudice and Defendants shall withdraw all of their notices of claims currently pending in the respective bankruptcy proceedings of LTV and Hanna.

3. Conditions Precedent. The consents of the Parties to the terms of this Consent Order are subject to all of the following Conditions Precedent, and each of the Parties shall use its best efforts commencing upon execution of this Consent Order by all Parties to fulfill all such Conditions Precedent to the extent any such condition is in such Party's control:

A. Administrative Order on Consent Between LTV, Hanna and DEC and/or the State of New York. Agreement upon and execution of a final AOC between LTV, Hanna and the DEC and/or the State of New York providing for (1) funding of the Escrow Agreement by LTV and Hanna to fund Steelfields' implementation of the Remedial Work Plan and its other obligations under the Voluntary Cleanup Agreement; and (2) issuances of releases and contribution protection from DEC and/or the State of New York to LTV, including its insurer Travelers, and Hanna;

B. Escrow Agreement Between LTV, Hanna, Steelfields, DEC and Escrow Agent. Agreement upon and execution of a final Escrow Agreement establishing: (1) an

Escrow Account to be funded by LTV and Hanna for the funding of Steelfields' implementation of the DEC-approved plans and its other obligations under the VCA; and (2) in the event of Steelfields' material and final default on its obligations under the VCA, disbursement of the escrowed funds in the Escrow Account to DEC pursuant to the terms of the Escrow Agreement for remediation activities at the Plant Site;

C. Property Transfer Agreement Between Steelfields, LTV, and Hanna. Agreement upon and execution of a final Property Transfer Agreement providing for transfer of title to the Plant Site and other properties from LTV and Hanna to Steelfields;

D. Approval of LTV's and Hanna's obligations under this Consent Order by Their Respective Bankruptcy Courts. The Parties understand that LTV's and Hanna's consents to the terms to this Consent Order are subject to approval by their respective Bankruptcy Courts and shall as soon as reasonably possible seek prompt approval of this Consent Order from the Bankruptcy Courts and approval from LTV's Bankruptcy Court authorizing Travelers to make payments to the Escrow Account pursuant to the terms of the Escrow Agreement. Within five (5) days after the granting or denial of such approval by its respective Bankruptcy Court, LTV and Hanna each shall file a notice of such Bankruptcy Court action with this Court and serve such notice upon all other Parties to this proceeding.

4. Motion for Entry of Consent Order. Upon fulfillment of all Conditions Precedent set forth in the preceding paragraph, any Party may file and serve a Motion for Entry of this Consent Order for this Court's consideration. Non-moving Parties, if any, shall file and serve written objections to said motion, if any, with this Court within five (5) days of service of said motion.

5. Failure of Conditions Precedent or Disapproval by This Court. In the event that any of the Conditions Precedent cannot be fulfilled, then the Parties' consents to the terms of this proposed Consent Order shall be considered withdrawn. In such event, one or more of the Parties shall so advise this Court by filing and serving a Motion of Withdrawal of

Proposed Consent Order within five (5) days following knowledge of the final failure of any Condition Precedent. Non-moving Parties, if any, shall file and serve written objections to said motion, if any, with this Court within five (5) days of service of said motion. Upon the granting of any such Motion of Withdrawal of Proposed Consent Order, or upon this Court's disapproval of a Motion for Entry of the Proposed Consent Order, this proposed Consent Order shall be considered withdrawn from this Court's consideration, null and void, and neither its terms nor the proposed Consent Order itself shall be admissible against any of the Parties to this action.

6. Effect of Consent Order.

A. Upon the entry of this Consent Order, BURA and the City, including without limitation all of the City's other related Public Benefit Corporations, fully and forever discharge, satisfy, and requit any and all claims, demands, actions, proceedings, suits, orders and directives that any of them may have under any federal law or statute, including without limitation CERCLA and RCRA, any laws or statutes of the State of New York, any and all local or municipal ordinances, regulations or rules, any police powers, and any theory of common law, known or unknown, foreseen or unforeseen, against LTV or Hanna, or either of their directors, officers, employees, agents, affiliates, parent companies, subsidiaries, secured creditors, insurers (including Travelers), or successors and assigns, for any liabilities, response costs, response actions, property damage, damages, losses, injuries, injunctive relief, remedies, oversight or administrative costs, fines, penalties, or other costs and expenses previously incurred or which may be incurred in the future, with regard to the Plant Site or the Residential Properties and related impacts or conditions arising therefrom.

B. Upon the entry of this Consent Order, LTV and Hanna fully and forever discharge, satisfy, and requit any and all claims, demands, actions, proceedings, suits, orders and directives that any of them may have under any federal law or statute, including without limitation CERCLA and RCRA, any laws or statutes of the State of New York, any and all local or municipal ordinances, regulations or rules, any policy powers, and any theory of common law, known or unknown, foreseen or unforeseen, against the City or BURA, or either of

their directors, officers, employees, agents, affiliates, secured creditors, insurers, successors and assigns, for any liabilities, response costs, response actions, property damage, damages, losses, injuries, injunctive relief, remedies, oversight or administrative costs, fines, penalties, or other costs or expenses previously incurred or which may be incurred in the future, with regard to the Plant Site or the Residential Properties and related impacts or conditions arising therefrom.

C. Nothing in any part of this Consent Order shall release any Party from its apportionable share of liability, if any, in the Residents' Lawsuits under Gen. Oblig. Law § 15-108 or otherwise; however, the Parties agree not to affirmatively assert any claim for such apportionable share against one another.

D. After the full performance of LTV and Hanna of their respective obligations under this Consent Order, the City and BURR shall withdraw any and all objections and claims against LTV, including against its insurer Travelers, and Hanna in their respective bankruptcy proceedings pertaining to conditions at the Plant Site or at the Residential Properties with prejudice, whether known or unknown, contingent or liquidated, existing or that may arise in the future, and shall not institute or re-institute any claims or objections with regard to the Plant Site or the Residential Properties in the future;

E. The Parties agree that this Consent Order shall be given the fullest and broadest possible *res judicata* effect. The Parties' obligations under this Paragraph 6 shall survive the voluntary dismissal of this action.

7. This Court shall maintain continuing jurisdiction to enforce the terms of this Consent Order until dismissal of this action with prejudice upon the Parties' filing of a Joint Voluntary Dismissal of all claims and counterclaims in this proceeding.

8. Nothing in this Consent Order shall affect any party's rights and obligations under the EPA Administrative Order on Consent for Removal Action, Index No. CERCLA-02-2000-2020.

9. Each Party shall bear its own costs and attorney's fees in this action.

10. The Parties agree that this Consent Order is not an executory contract or an unexpired lease within the meaning of 11 U.S.C. Section 365. Both LTV and Hanna each warrant and represent that each and its directors, officers, employees, agents, affiliates, successors and assigns shall not seek to reject this Consent Order pursuant to any provision of the U.S. Bankruptcy Code or pursuant to LTV's Asset Protection Plan Order entered on December 7, 2001 in the Northern District of Ohio.

11. This Consent Order may be amended prior to entry by the Court by Joint Motion of the Parties. Such Amendment may include, but shall not be limited to, a contingency plan involving DEC to facilitate remediation of the Plant Site.

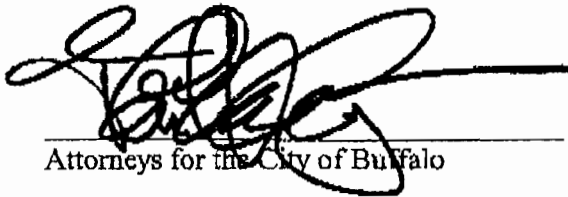
Dated: Buffalo, New York  
July 15, 2002

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THE CITY OF BUFFALO

By: Anthony M. Mancillo

Its: Mayor

  
Attorneys for the City of Buffalo

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(716) 856-0600

THE CITY OF BUFFALO URBAN  
RENEWAL AGENCY

By: Michael L. McCarty

Its: Secretary

Charles C. Martorana  
Attorneys for the City of Buffalo  
Urban Renewal Agency

Charles C. Martorana, Esq.  
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LTV STEEL COMPANY, INC.

By:



Thaddeus A. Zalenski, Esq.  
Assistant General Counsel  
LTV Steel Company, Inc.  
6801 Brecksville Road  
Independence, Ohio 44131  
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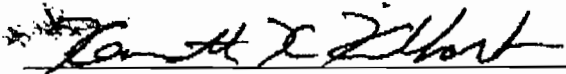


Attorneys for LTV Steel Company, Inc.

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Squire, Sanders & Dempsey L.L.P.  
4900 Key Tower  
127 Public Square  
Cleveland, Ohio 44114-1304  
(216) 479-8500

**THE HANNA FURNACE CORPORATION**

By: Ronald J. Werhmyak  
Its: Vice President and General Counsel

  
Attorneys for The Hanna Furnace Corporation

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Pittsburgh, Pennsylvania 15222  
(412) 394-5400

John J. Marchese  
Colucci & Gallaher, PC  
2000 Liberty Building, 424 Main Street  
Buffalo, New York 14202  
(716) 853-4080

SO ORDERED:

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HON. JOHN T. ELFVIN  
SENIOR U.S. DISTRICT JUDGE

DATED:

E O D    AUG 30 2002

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re:	)	Case No. 02- 08699
	)	(Jointly Administered)
NATIONAL STEEL CORPORATION,	)	Chapter 11
et al.,	)	Hon. John H. Squires
	)	
Debtors.	)	

**FILED**  
**JAN - 2 2003**  
ERIE COUNTY  
CLERK'S OFFICE

**ORDER PURSUANT TO 11 U.S.C. §§ 365(A) AND 105(A)  
AND BANKRUPTCY RULE 9019 AUTHORIZING THE DEBTORS TO  
(1) ENTER INTO A CONSENT ORDER WITH THE CITY OF  
BUFFALO, NEW YORK AND THE BUFFALO URBAN RENEWAL  
AGENCY IN CONNECTION WITH CERTAIN ENVIRONMENTAL  
LIABILITIES AND (2) ASSUME A COVERAGE-IN-PLACE  
INSURANCE AGREEMENT WITH ACE-INA**

Upon the motion dated (the "Motion"),<sup>1</sup> of National Steel Corporation ("National Steel") and certain of its subsidiaries and affiliates, including Hanna Furnace Corporation ("Hanna"), debtors and debtors-in-possession (collectively, the "Debtors"), for entry of an order under 11 U.S.C. §§ 365(a) and 105(a) and Bankruptcy Rule 9019 authorizing the Debtors to (1) enter into a consent order with the City of Buffalo, New York and the Buffalo Urban Renewal Agency in connection with certain environmental liabilities and (2) assume a coverage-in-place insurance agreement with ACE-INA, as more fully described in the Motion; and it appearing that the relief requested is in the best interest of the Debtors, their estates, creditors and other parties in interest and is a proper exercise of the Debtors' business judgment; all parties in interest

<sup>1</sup> Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Motion.

This is to certify that the within and attached document is a full, true and correct copy of the original thereof as the same appears on file in the office of the Clerk of the United States Bankruptcy Court for the Northern District of Illinois.

KENNETH S. GARDNER  
CLERK OF COURT

By *John H. Squires*  
Deputy Clerk

- 88  
762-18 -0

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having been heard or having had the opportunity to be heard; it appearing that good and sufficient notice of the Motion having been given and that no other or further notice of the Motion or of the entry of this Order need be provided; upon the entire record herein; and good and sufficient cause appearing therefor,

IT IS ORDERED, ADJUDGED AND DECREED:

1. The Motion is granted in its entirety.
2. The Debtors' business judgment to enter into the Consent Order and to assume the Agreement upon the terms described in the Motion is reasonable under the circumstances and is hereby approved.
3. The Debtors are authorized to enter into the Consent Order pursuant to section 105 of the Bankruptcy Code and Bankruptcy Rule 9019 and to assume the Agreement pursuant to section 365(a) of the Bankruptcy Code.
4. The cure claim amount under the Agreement is \$0, and any and all defaults by the Debtors to ACE-INA arising or occurring under the Agreement prior to assumption shall be and hereby are deemed cured and shall give rise to no further liability or remedy under the Agreement to ACE-INA (or its successor).
5. The Debtors and their respective officers, employees and agents, are authorized to perform all of their obligations, take whatever actions necessary, and issue, execute and deliver whatever documents may be necessary or appropriate in order to effectuate the Consent Order and/or to assume the Agreement as contemplated herein.
6. This Order shall survive and remain in full force and effect notwithstanding dismissal, conversion of, appointment of a trustee in or confirmation of a plan of

reorganization in these chapter 11 cases. The Court shall retain jurisdiction to enforce the terms of this Order.

7. Notwithstanding Rule 6006(d) of the Federal Rules of Bankruptcy Procedure or any other Bankruptcy Rule, this Order shall take effect immediately upon its entry.

Dated: Chicago, Illinois  
August ~~18~~ 2002

  
UNITED STATES BANKRUPTCY JUDGE

29 AUG 2002

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK**

---

**In Re:**

**CHATEAUGAY CORPORATION,  
ROMAR, INC.  
THE LTV CORPORATION, et al.**

**Debtors.**

---

**Civil Action No. 99-CV-0624E(F)**

**CONSENT ORDER**

**LTV STEEL COMPANY, INC. and  
HANNA FURNACE CORPORATION,**

**Plaintiffs,**

**-vs-**

**THE CITY OF BUFFALO, NEW YORK  
THE CITY OF BUFFALO URBAN  
RENEWAL AGENCY and  
JOHN DOES NOS. 1-10,**

**Defendants.**

---

The Parties to this proceeding, Plaintiff LTV Steel Company, Inc. ("LTV"), Plaintiff Hanna Furnace Corporation ("Hanna"), Defendant City of Buffalo, New York ("City"), and Defendant the City of Buffalo Urban Renewal Agency ("BURA") (hereinafter, collectively, the "Parties" and individually, the "Party"), hereby respectfully lodge this proposed Consent Order providing for the full and final resolution of claims as provided herein on the following terms and conditions, contingent upon: (1) the fulfillment of certain specified Conditions Precedent set forth herein; (2) the filing of a Motion for Entry of this Consent Order; and (3) approval and entry of this Consent Order by this Court:

WHEREAS, LTV and Hanna filed a Complaint in this matter against the City and BURA on September 2, 1999 asserting claims relating to a berm allegedly constructed by Defendants on a portion of an approximately 220-acre parcel containing a former steel plant and a former coke manufacturing facility owned by Plaintiffs in South Buffalo (the "Plant Site");

WHEREAS, the City and BURA filed their Answers and Counterclaims on December 13, 1999, and the City filed an Amended Answer and Counterclaims on October 6, 2000, asserting legal and equitable claims for injunctive relief relating to conditions at or from the Plant Site and adjacent residential areas known as the Hickory Woods Neighborhood (the "Residential Properties") and also seeking reimbursement for certain costs and expenses incurred by the City and BURA related thereto;

WHEREAS, LTV filed a separate adversary proceeding against the City and BURA in the U.S. Bankruptcy Court for the Southern District of New York on September 2, 1999 styled LTV Steel Company, Inc., et al. v. The City of Buffalo (In re Chateaguay Corp.), Case No 86 B 11270 (Jointly Administered), Adv. Proc. No.: 998585A (BRL), which, by motion of the City and BURA, was subsequently transferred to the Western District of New York by Opinion and Order issued by the Bankruptcy Court on March 29, 2002;

WHEREAS, the adversary proceeding transferred to this Court by the U.S. Bankruptcy Court for the Southern District of New York was consolidated with the instant proceeding by Memorandum and Order of this Court dated May 9, 2002;

WHEREAS, LTV filed a petition for bankruptcy and is currently operating pursuant to an Asset Protection Plan approved by U.S. Bankruptcy Judge William T. Bodoh of the Northern District of Ohio;

WHEREAS, Hanna filed a petition for bankruptcy and is currently operating under U.S. Bankruptcy Court protection in the Northern District of Illinois;

WHEREAS, the U.S. Bankruptcy Court of the Northern District of Ohio and the U.S. Bankruptcy Court of the Northern District of Illinois shall be known herein collectively as "the Bankruptcy Courts";

WHEREAS, the Parties agree and submit that resolution of this proceeding upon the terms of this Consent Order is in the public interest;

WHEREAS, the May 9, 2002 Memorandum and Order of this Court denied the motions of LTV and Hanna to stay the Counterclaims of the City and BURA to the extent that the City and BURA seek to require LTV and Hanna to abate alleged public nuisance conditions and alleged liability under the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. ("RCRA") at or from the Plant Site but granted Plaintiffs' motion to stay Defendants' Counterclaims to the extent that they sought financial relief in the form of a fair market value protection plan and other monetary relief;

WHEREAS, Plaintiffs believe that they have reached conceptual agreement with the New York State Department of Environmental Conservation ("DEC") for the funding of certain remediation activities at the Plant Site and other properties to be undertaken by an entity known as "Steelfields LLC" ("Steelfields") pursuant to DEC-approved plans;

WHEREAS, Plaintiffs and Steelfields have reached agreement upon, and Plaintiffs believe that DEC is in conceptual agreement with, the terms of an Escrow Agreement establishing an Escrow Account into which Plaintiffs shall contribute specified assets and assign certain insurance rights to fund implementation of the DEC-approved plans by Steelfields, and which escrowed funds will be distributed to DEC in the event of material and final default by Steelfields;

WHEREAS, Steelfields and DEC anticipate entering into a Voluntary Cleanup Agreement (the "VCA") shortly to provide for implementation of the DEC-approved plans at the Plant Site and at other properties by Steelfields;

WHEREAS, Plaintiffs and Steelfields anticipate entering into a Property Transfer Agreement shortly providing for the transfer of title to the Plant Site and other properties from Plaintiffs to Steelfields;

WHEREAS, the Parties to this proceeding wish to fully and finally resolve claims between them as provided herein, based upon the terms of this Consent Order, without trial, admission or further adjudication of any liability, fact or issue of law;

WHEREAS, there are pending causes of action filed by certain private residents against LTV, Hanna, the City, and BURA under captions Acoff et al. v. The Hanna Furnace Corporation et al. (State of New York Supreme Court, Erie County, Index No. I2001-3942); Andriaccio et al. v. The Hanna Furnace Corporation et al. (State of New York Supreme Court, Erie County, Index No. I2000-10578); Blake et al. v. The Hanna Furnace Corporation et al. (State of New York Supreme Court, Erie County, Index No. I2000-006347); and Gilmour v. The Hanna Furnace Corporation et al. (State of New York Supreme Court, Erie County, Index No. I2000-10579) (hereinafter collectively the "Residents' Lawsuits"), which seek relief from the Parties pursuant to claims of property damage and personal injury;

WHEREAS, LTV is advised that its insurance carrier, the Travelers Indemnity Company and Travelers Casualty and Surety Company ("Travelers"), is in conceptual agreement with the partial assignment of LTV's rights to insurance proceeds to the Escrow Account subject to satisfaction of the Conditions Precedent set forth herein and provided that the assignment shall not enlarge Travelers' obligations under its settlement with LTV;

WHEREAS, the Parties represent and warrant that they have the authority to execute this Consent Order and, subject to the terms hereof, have the authority to consummate the transactions contemplated herein;

NOW, WHEREFORE, based upon the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

1. Plaintiffs' Obligations. After the entry and effective date of this Consent Order and no later than August 31, 2002, a closing will be held at which:

A. LTV and Hanna shall transfer title to the Plant Site and other specified properties to Steelfields in accordance with the terms of the Property Transfer Agreement;

B. In accordance with the terms of an Administrative Order on Consent with DEC ("AOC"), LTV and Hanna shall deposit the following sums into the Escrow Account established by the Escrow Agreement:

LTV: Two Million, One Hundred Eighty-Seven Thousand,  
Five Hundred Dollars (\$2,187,500.00)

Hanna: Seven Million, Seven Hundred Fifty Thousand Dollars  
(\$7,750,000.00)

C. In accordance with the terms of the AOC, LTV shall assign the specified portion of its rights to insurance proceeds in the amount of Six Million, Five Hundred Sixty-Two Thousand, Five Hundred Dollars (\$6,562,500.00) to the Escrow Account established by the Escrow Agreement.

D. Provided, however, that Plaintiffs' obligations under this Paragraph 1 are expressly contingent upon: (a) Steelfields closing in accordance with the terms of the Property Transfer Agreement; and (b) Steelfields entering into a final VCA with DEC

providing for remediation of the Plant Site and other properties in accordance with DEC-approved plans.

E. In the event that these obligations are not satisfied on or prior to August 31, 2002, whether due to default of the Plaintiffs or failure of the conditions in Paragraph 1.D, this Consent Order shall be null and void, whether proposed or entered, and the Parties shall appear before this Court at \_\_\_ on September 3, 2002 to report that the obligations have not been satisfied and a trial shall commence on September \_\_, 2002 in accordance with the May 9, 2002 Memorandum and Order and the Joint Stipulation of May 22, 2002.

2. Defendants' Obligations. Within seven (7) days following the fulfillment of LTV's and Hanna's obligations in Paragraph 1, the Parties shall file with this Court a Joint Voluntary Dismissal of all claims and counterclaims in this proceeding with prejudice and Defendants shall withdraw all of their notices of claims currently pending in the respective bankruptcy proceedings of LTV and Hanna.

3. Conditions Precedent. The consents of the Parties to the terms of this Consent Order are subject to all of the following Conditions Precedent, and each of the Parties shall use its best efforts commencing upon execution of this Consent Order by all Parties to fulfill all such Conditions Precedent to the extent any such condition is in such Party's control:

A. Administrative Order on Consent Between LTV, Hanna and DEC and/or the State of New York. Agreement upon and execution of a final AOC between LTV, Hanna and the DEC and/or the State of New York providing for (1) funding of the Escrow Agreement by LTV and Hanna to fund Steelfields' implementation of the Remedial Work Plan and its other obligations under the Voluntary Cleanup Agreement; and (2) issuances of releases and contribution protection from DEC and/or the State of New York to LTV, including its insurer Travelers, and Hanna;

B. Escrow Agreement Between LTV, Hanna, Steelfields, DEC and Escrow Agent. Agreement upon and execution of a final Escrow Agreement establishing: (1) an

Escrow Account to be funded by LTV and Hanna for the funding of Steelfields' implementation of the DEC-approved plans and its other obligations under the VCA; and (2) in the event of Steelfields' material and final default on its obligations under the VCA, disbursement of the escrowed funds in the Escrow Account to DEC pursuant to the terms of the Escrow Agreement for remediation activities at the Plant Site;

C. Property Transfer Agreement Between Steelfields, LTV, and Hanna. Agreement upon and execution of a final Property Transfer Agreement providing for transfer of title to the Plant Site and other properties from LTV and Hanna to Steelfields;

D. Approval of LTV's and Hanna's obligations under this Consent Order by Their Respective Bankruptcy Courts. The Parties understand that LTV's and Hanna's consents to the terms to this Consent Order are subject to approval by their respective Bankruptcy Courts and shall as soon as reasonably possible seek prompt approval of this Consent Order from the Bankruptcy Courts and approval from LTV's Bankruptcy Court authorizing Travelers to make payments to the Escrow Account pursuant to the terms of the Escrow Agreement. Within five (5) days after the granting or denial of such approval by its respective Bankruptcy Court, LTV and Hanna each shall file a notice of such Bankruptcy Court action with this Court and serve such notice upon all other Parties to this proceeding.

4. Motion for Entry of Consent Order. Upon fulfillment of all Conditions Precedent set forth in the preceding paragraph, any Party may file and serve a Motion for Entry of this Consent Order for this Court's consideration. Non-moving Parties, if any, shall file and serve written objections to said motion, if any, with this Court within five (5) days of service of said motion.

5. Failure of Conditions Precedent or Disapproval by This Court. In the event that any of the Conditions Precedent cannot be fulfilled, then the Parties' consents to the terms of this proposed Consent Order shall be considered withdrawn. In such event, one or more of the Parties shall so advise this Court by filing and serving a Motion of Withdrawal of

Proposed Consent Order within five (5) days following knowledge of the final failure of any Condition Precedent. Non-moving Parties, if any, shall file and serve written objections to said motion, if any, with this Court within five (5) days of service of said motion. Upon the granting of any such Motion of Withdrawal of Proposed Consent Order, or upon this Court's disapproval of a Motion for Entry of the Proposed Consent Order, this proposed Consent Order shall be considered withdrawn from this Court's consideration, null and void, and neither its terms nor the proposed Consent Order itself shall be admissible against any of the Parties to this action.

6. Effect of Consent Order.

A. Upon the entry of this Consent Order, BURA and the City, including without limitation all of the City's other related Public Benefit Corporations, fully and forever discharge, satisfy, and requit any and all claims, demands, actions, proceedings, suits, orders and directives that any of them may have under any federal law or statute, including without limitation CERCLA and RCRA, any laws or statutes of the State of New York, any and all local or municipal ordinances, regulations or rules, any police powers, and any theory of common law, known or unknown, foreseen or unforeseen, against LTV or Hanna, or either of their directors, officers, employees, agents, affiliates, parent companies, subsidiaries, secured creditors, insurers (including Travelers), or successors and assigns, for any liabilities, response costs, response actions, property damage, damages, losses, injuries, injunctive relief, remedies, oversight or administrative costs, fines, penalties, or other costs and expenses previously incurred or which may be incurred in the future, with regard to the Plant Site or the Residential Properties and related impacts or conditions arising therefrom.

B. Upon the entry of this Consent Order, LTV and Hanna fully and forever discharge, satisfy, and requit any and all claims, demands, actions, proceedings, suits, orders and directives that any of them may have under any federal law or statute, including without limitation CERCLA and RCRA, any laws or statutes of the State of New York, any and all local or municipal ordinances, regulations or rules, any policy powers, and any theory of common law, known or unknown, foreseen or unforeseen, against the City or BURA, or either of

their directors, officers, employees, agents, affiliates, secured creditors, insurers, successors and assigns, for any liabilities, response costs, response actions, property damage, damages, losses, injuries, injunctive relief, remedies, oversight or administrative costs, fines, penalties, or other costs or expenses previously incurred or which may be incurred in the future, with regard to the Plant Site or the Residential Properties and related impacts or conditions arising therefrom.

C. Nothing in any part of this Consent Order shall release any Party from its apportionable share of liability, if any, in the Residents' Lawsuits under Gen. Oblig. Law § 15-108 or otherwise; however, the Parties agree not to affirmatively assert any claim for such apportionable share against one another.

D. After the full performance of LTV and Hanna of their respective obligations under this Consent Order, the City and BURA shall withdraw any and all objections and claims against LTV, including against its insurer Travelers, and Hanna in their respective bankruptcy proceedings pertaining to conditions at the Plant Site or at the Residential Properties with prejudice, whether known or unknown, contingent or liquidated, existing or that may arise in the future, and shall not institute or re-institute any claims or objections with regard to the Plant Site or the Residential Properties in the future;

E. The Parties agree that this Consent Order shall be given the fullest and broadest possible *res judicata* effect. The Parties' obligations under this Paragraph 6 shall survive the voluntary dismissal of this action.

7. This Court shall maintain continuing jurisdiction to enforce the terms of this Consent Order until dismissal of this action with prejudice upon the Parties' filing of a Joint Voluntary Dismissal of all claims and counterclaims in this proceeding.

8. Nothing in this Consent Order shall affect any party's rights and obligations under the EPA Administrative Order on Consent for Removal Action, Index No. CERCLA-02-2000-2020.

9. Each Party shall bear its own costs and attorney's fees in this action.

10. The Parties agree that this Consent Order is not an executory contract or an unexpired lease within the meaning of 11 U.S.C. Section 365. Both LTV and Hanna each warrant and represent that each and its directors, officers, employees, agents, affiliates, successors and assigns shall not seek to reject this Consent Order pursuant to any provision of the U.S. Bankruptcy Code or pursuant to LTV's Asset Protection Plan Order entered on December 7, 2001 in the Northern District of Ohio.

11. This Consent Order may be amended prior to entry by the Court by Joint Motion of the Parties. Such Amendment may include, but shall not be limited to, a contingency plan involving DEC to facilitate remediation of the Plant Site.

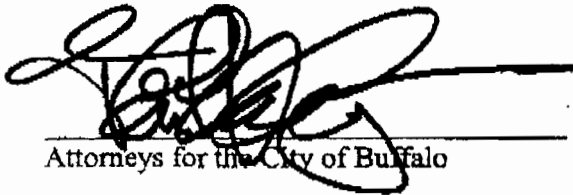
Dated: Buffalo, New York  
July 15, 2002

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THE CITY OF BUFFALO

By: Amey M. Maxwell

Its: Mayor



Attorneys for the City of Buffalo

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THE CITY OF BUFFALO URBAN  
RENEWAL AGENCY

By: Michael E. McCarty

Its: Secretary

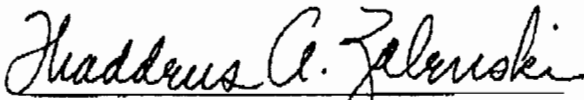


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**LTV STEEL COMPANY, INC.**

By:



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Assistant General Counsel  
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THE HANNA FURNACE CORPORATION

By: Ronald J. Werhuyck

Its: Vice President and General Counsel

  
Attorneys for The Hanna Furnace Corporation

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John J. Marchese  
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2000 Liberty Building, 424 Main Street  
Buffalo, New York 14202  
(716) 853-4080

SO ORDERED:

---

HON. JOHN T. ELFVIN  
SENIOR U.S. DISTRICT JUDGE

DATED:

**LTV STEEL COMPANY, INC.**

**SECRETARY'S CERTIFICATE**

This Secretary's Certificate is delivered pursuant to the consummation of that certain Property Transfer Agreement (the "Property Transfer Agreement") dated as of October 15, 2002, among LTV Steel Company, Inc., a New Jersey corporation (the "Company"), The Hanna Furnace Corporation, a New York corporation, and Steelfields ~~LLC~~<sup>LTV Corporation</sup>, a New York ~~limited liability company~~<sup>corporation</sup>. All capitalized terms used herein and not otherwise defined have the meanings given them in the Property Transfer Agreement.

The undersigned hereby certifies that he is the duly elected and acting Secretary of the Company and, as such, he is authorized to "execute and deliver" this Secretary's Certificate on behalf of the Company and hereby FURTHER CERTIFIES as follows in the name and on behalf of the Company:

1. Attached hereto as **Exhibit A** is a true, correct and complete copy of the Articles of Incorporation of the Company. Such Articles of Incorporation are in full force and effect on the date hereof.

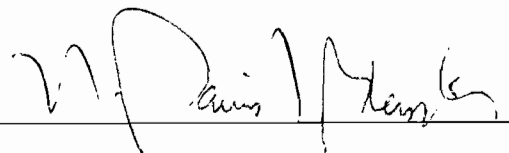
2. Attached hereto as **Exhibit B** is a true, correct and complete copy of the Bylaws of the Company as in effect on the date hereof.

3. The persons named on **Exhibit C** hereto are duly elected, qualified and acting officers of the Company, holding the office or offices of the Company indicated opposite their respective names. The signature appearing opposite the name of each officer on **Exhibit C** hereto is the genuine signature of such officer.

4. Attached hereto as **Exhibit D** is a Certificate of Good Standing of the Company certified by the Department of State of the State of New York.

**IN WITNESS WHEREOF**, the undersigned has executed this Secretary's Certificate this 14<sup>th</sup> day of October, 2002.

**LTV STEEL COMPANY, INC.**

By: 

Name: N. David Bleisch  
Secretary

**EXHIBIT A**

**ARTICLES OF INCORPORATION OF  
LTV STEEL COMPANY, INC.**

[Copy Attached]

**RESTATED CERTIFICATE OF INCORPORATION**

**of**

**REPUBLIC STEEL CORPORATION**

Name changed to  
LTV STEEL COMPANY, INC.  
by amendment of Art. 1 of  
Certificate of Incorporation,  
effective December 19, 1984

**May 31, 1983**

As  
Amended  
June 29, 1984  
December 19, 1984  
July 15, 1987

RESTATED CERTIFICATE OF INCORPORATION

of

REPUBLIC STEEL CORPORATION

ARTICLE I

The name of the Corporation is:

LTV STEEL COMPANY, INC.

ARTICLE II

1. The current registered office of the Corporation is at 117 Main Street, in the Borough of Flemington, in the County of Hunterdon, New Jersey (08822) and the name of the current registered agent in charge thereof upon whom process against the Corporation may be served is Edwin K. Large, Jr.

2. The number of directors constituting the Corporation's current Board of Directors is 14 (subject to change from time to time in such manner as may be provided in the By-laws of the Corporation or as otherwise provided by law). The names and addresses of the persons currently serving as said directors are:

<u>Name</u>	<u>Residence or Business Address</u>
H. J. Bolwell	c/o Midland-Ross Corporation 20600 Chagrin Boulevard Cleveland, Ohio 44122
J. G. Breen	c/o The Sherwin-Williams Company 101 Prospect Avenue, N.W. Cleveland, Ohio 44115
W. J. De Lancey	912 Midland Building Cleveland, Ohio 44115
W. R. Hartman	c/o Interpace Corporation 260 Cherry Hill Road Parsippany, New Jersey 07054
R. H. Holdt	c/o White Consolidated Industries, Inc. 11770 Berea Road Cleveland, Ohio 44111
E. B. Jones	Republic Steel Corporation Republic Building Cleveland, Ohio 44115
J. R. Kerr	1175 Muirlands Drive La Jolla, California 92037
J. J. Loftus	Republic Steel Corporation Republic Building Cleveland, Ohio 44115
Seymour S. Mintz	c/o Hogan & Hartson 815 Connecticut Avenue, N.W. Washington, D.C. 20006

<u>Name</u>	<u>Residence or Business Address</u>
S. C. Pace	c/o TRW, Inc. 23555 Euclid Avenue Cleveland, Ohio 44117
S. K. Scovil	c/o The Cleveland-Cliffs Iron Company 1460 Union Commerce Building Cleveland, Ohio 44115
C. E. Spahr	1901 Terminal Tower Building Cleveland, Ohio 44113
L. A. Toepfer	c/o Jones, Day, Reavis & Pogue 400 LeVeque Tower 50 W. Broad Street Columbus, Ohio 43215
W. J. Williams	Republic Steel Corporation Republic Building Cleveland, Ohio 44115

### ARTICLE III

The purposes for which the Corporation is organized are to engage in any activity within the purposes for which corporations may be organized under the New Jersey Business Corporation Act as in effect at the date hereof, including without limiting the generality of the foregoing:

1. To engage in any such activity directly or through a subsidiary or subsidiaries, and to take all acts deemed appropriate to promote the interest of such subsidiary or subsidiaries, including without limiting the foregoing, making contracts and incurring liabilities for the benefit of such subsidiary or subsidiaries; transferring or causing to be transferred to any such subsidiary or subsidiaries assets of the Corporation; and guaranteeing the bonds, debentures, notes or other evidences of indebtedness issued, or obligations incurred, by such subsidiary or subsidiaries and securing the same by mortgage of or security interest in the property of the Corporation; and contracting that said bonds, debentures, notes or other evidences of indebtedness issued by such subsidiary or subsidiaries may be convertible into stock of the Corporation upon such terms and conditions as may be approved by the Board of Directors; and

2. To exercise as a purpose or purposes each power granted to corporations by the New Jersey Business Corporation Act and any amendment or supplement thereto or any corporation act enacted to take the place thereof, insofar as such powers authorize or may hereafter authorize corporations to engage in activities; and to guarantee the bonds, debentures, notes or other evidences of indebtedness issued, or obligations incurred, by any corporation, partnership, limited partnership, joint venture or other association where the Corporation has or may acquire a substantial interest in such corporation, partnership, limited partnership, joint venture or other association or where such guarantee is otherwise in furtherance of the interests of the Corporation.

### ARTICLE IV

The aggregate number of shares which the Corporation is authorized to issue is 100,000,000 shares divided into 50,000,000 shares of Common Stock of the par value of \$10 a share and 50,000,000 shares of Preferred Stock of the par value of \$.10.

A. The designations, rights, preferences, privileges and limitations of the shares of Common Stock and shares of Preferred Stock and the manner of determining the designations, number of classes and of series

within classes of Preferred Stock and the relative voting, dividend, liquidation and other rights, preferences and limitations of each such class or series are as follows:

1. Shares of Preferred Stock may be divided into classes and series within any class. Such division into classes and series and the determination of the designation and the number of shares of any such class or series and of the relative rights, preferences and limitations of the shares of any such class or series, including whether the shares of any class shall be shares without par value or shares with par value, and the par value of shares of any class the shares of which are to have a par value, may be accomplished by this certificate of incorporation or an amendment or amendments hereof including an amendment or amendments made by action of the Board of Directors without stockholder approval. The Board of Directors is hereby authorized to take such action from time to time and to make such determinations, except (a) that all shares of the same class shall be either without par value or shall have the same par value; (b) that each class and each series shall be designated so as to distinguish its shares from those of every other class and series; and (c) that all shares within one class which is not divided into series and all shares within a series shall be of equal rank and otherwise identical. Without limitation upon the foregoing, the Corporation when so authorized in any such amendment may issue classes of shares of Preferred Stock and series of shares of any such class: (a) entitling the holders thereof to cumulative, non-cumulative or partially cumulative dividends; (b) entitling the holders thereof to receive dividends payable subordinate to or on a parity with or in preference to the dividends payable on any other class or series; (c) entitling the holders thereof to preferential rights upon the liquidation of, or upon any distribution of the assets of, the Corporation; (d) convertible, at the option of the holder or of the Corporation or both, into shares of any other class or classes or of any series of the same or any other class or classes; (e) redeemable in whole or in part at the option of the Corporation in cash, the Corporation's bonds, debentures, notes and other written obligations or in other property, at such price or prices, within such period or periods, and under such conditions as are stated in this certificate of incorporation or any amendment hereof, including redemption in accordance with a sinking fund or funds, which are hereby authorized to be created; and (f) lacking voting rights or having limited voting rights or enjoying special or multiple voting rights. The authority granted to the Board of Directors shall include authority to determine relative rights and preferences which are prior or subordinate to or equal with the shares of any other class or series whether or not such other shares are issued and outstanding at the time the Board of Directors acts, except that the Board of Directors shall not determine that the shares of any class or series shall have rights or preferences that would violate the terms or provisions of the amendment pursuant to which shares of Preferred Stock then outstanding were issued; to increase or to decrease the number of shares of any class or series previously determined, provided, however, that the number of shares of any class or series shall not be decreased to a number less than the number of shares of such class or series then outstanding and the number of shares of any such class or series shall not be increased in violation of the terms or provisions of the amendment pursuant to which shares of Preferred Stock then outstanding were issued; and to execute and file in the office of the Secretary of State of New Jersey a certificate of amendment to this certificate of incorporation as theretofore amended in order that this certificate of incorporation shall be amended so that the designation and number of shares of each class and series and the relative voting, dividend, liquidation and all other rights, preferences and limitations of each such class and series shall be as stated in the certificate of amendment, but not inconsistent with this Article IV. Shares of the Preferred Stock which shall at any time have been retired or cancelled in any manner including shares redeemed, treasury shares retired and shares which have been converted into or exchanged for Common Stock or other stock shall have the status of authorized but unissued shares of Preferred Stock and may be reissued as shares of the class or series of which they were originally a part or may be issued as shares of a new class or series or as shares of any other class or series.

2. Out of the assets of the Corporation legally available for dividends, the holders of Preferred Stock of each class or series outstanding from time to time shall be entitled to receive when and as declared by the Board of Directors cash dividends per share in the amount per annum or at the rate

per annum specified for such class or series in the certificate of amendment pursuant to which shares thereof were issued, and no more, payable in each case on the first days of January, April, July and October in each year or on such other dates specified in said certificate of amendment or as may be fixed by the Board of Directors, and accruing in each case from such date specified in said certificate of amendment or, if no date is so specified, from the date of issue. Such dividends shall be cumulative, non-cumulative or partially cumulative as shall be specified in said certificate of amendment. In case the dividends payable on any class or series of Preferred Stock entitled to preference in the payment of dividends over any other class or series of Preferred Stock or over the Common Stock, as the case may be, are not paid in full, all shares of such class or series shall share ratably in any payment of dividends thereon, in proportion to the sums that would be payable on the shares of such class or series if all dividends thereon were declared and paid in full (any class or series of Preferred Stock which is entitled to a preference in payment of dividend over any other class or series of Preferred Stock or over the Common Stock being hereinafter sometimes referred to as "senior stock"). In no event, so long as shares of senior stock shall be outstanding, shall any dividend or distribution, whether in cash or property, be declared or paid or set apart for payment on any stock ranking junior in the payment of dividends to such senior stock (any stock so ranking junior to such senior stock being hereinafter called "junior stock") nor shall any moneys be paid or set aside or made available for the retirement, redemption or purchase of any junior stock, nor shall any moneys be paid or set aside or made available for a sinking fund for the retirement, redemption or purchase of any junior stock, unless

(a) all dividends in arrears (if any) upon the senior stock shall have been declared and paid in full,

(b) dividends upon the senior stock for the then current dividend period shall have been declared and paid or set apart for payment,

(c) all amounts, if any, theretofore required to be paid or set apart in respect of all sinking fund, purchase fund and analogous provisions for the senior stock shall have been paid or set apart for payment, and

(d) the requirements, if any, for all sinking fund, purchase fund and analogous provisions for the senior stock for the then current period shall have been complied with.

Subject to the foregoing provisions of this Paragraph 2, dividends may be declared and paid upon each class or series of Preferred Stock ranking junior in the payment of dividends to the senior stock, and such dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors may be declared and paid upon the Common Stock out of the remaining assets of the Corporation legally available for dividends.

3. The Corporation may at its option, at any time or from time to time, redeem all or any part of the shares of any class or series of Preferred Stock, if and to the extent that the shares of such class or series shall be redeemable, by paying therefor in cash the redemption price provided for the shares of such class or series. Notice of redemption shall be given either by mail or by publication or both, as prescribed in respect of such shares of such class or series to be redeemed. If at any time less than all of the outstanding shares of any class or of any series is to be redeemed, the particular shares to be redeemed shall be selected by lot, or in such other manner as may be determined by the Board of Directors. Except as limited by law or as herein or in the amendments providing for the creation and issuance of any class or series or in the By-laws specifically provided, the Board of Directors shall have full discretion to prescribe and regulate, from time to time, the procedure to be followed in and all details concerning the redemption of any such shares. Notice of redemption having been duly given, the redemption price shall become due and payable on the date fixed for redemption and, if on or before the redemption date stated in such notice the funds necessary for such redemption shall have been deposited in trust for such redemption, then the right to receive dividends on the shares so called for redemption, except the right of the holders thereof to receive the redemption price therefor, shall (subject to the conversion rights, if any, of such shares that may extend to but not after the date fixed for redemption) forthwith upon such deposit cease and terminate.

4. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or any sale of all or substantially all of its assets, the holders of shares of each class of Preferred Stock and of each series within such class shall be entitled to receive payment in cash of such amount for each share of said class or series held by such holders respectively as shall be provided for said class or series in the certificate of amendment authorizing the issue of such class or series, and no more; and no sum shall be paid, and no distribution of any assets of the Corporation shall be made, to holders of shares of Preferred Stock of any class or series that is junior to any other class or series or to the holders of Common Stock until such payment to the holders of each class or series entitled to priority and in the order of their priority shall have been made or moneys therefor deposited in trust, but after such payment in full to the holders of each class or series entitled to priority, the remaining assets of the Corporation may be distributed ratably among the holders of the Common Stock. If upon such liquidation, dissolution, winding up or sale as aforesaid the assets thus distributable among the holders of any class or series entitled to priority in payment shall be insufficient to permit the payment to such holders of the amount of such priority in full, then the assets of the Corporation to be distributed to such holders shall be distributed among the respective holders of such class or series ratably, in proportion to the amounts payable upon the shares of such class or series held by them, respectively, if all such amounts were paid in full. For the purposes of this Paragraph 4 shares shall be deemed to be junior in relation to any class or series of Preferred Stock which, by the terms of any certificate of amendment hereof not contrary to provisions contained in any prior certificate of amendment, is entitled upon dissolution or liquidation to be paid prior to the payment of the amount payable on such shares, irrespective of any priority with respect to the payment of dividends. No merger or consolidation of the Corporation with or into another corporation organized under the laws of New Jersey or of any other state which shall not in fact result in the liquidation of the enterprise and the distribution of assets to stockholders shall be deemed to be a liquidation, dissolution or winding up of the Corporation or sale as aforesaid.

5. At every meeting of the stockholders each holder of shares of Common Stock shall be entitled to one vote for each share held at the time for determining stockholders entitled to vote at such meeting, and each holder of shares of any class or series of Preferred Stock shall have no voting rights or full or limited voting rights or special or multiple voting rights as shall be provided for such class or series in the certificate of amendment creating such class or series within any class.

6. Neither the holders of shares of Common Stock nor the holders of shares of any class or series of Preferred Stock shall have any preferential right of subscription to any shares of Common Stock or to any shares of Preferred Stock which the Corporation now is or hereafter may be authorized to issue, or to any securities convertible into Common Stock or Preferred Stock or to any rights or options to purchase or subscribe for shares of Common Stock or Preferred Stock of the Corporation now or hereafter authorized, nor any right of subscription to any thereof, other than such, if any, as the Board of Directors in its discretion may determine, and at such prices as the Board of Directors in its discretion may fix.

7. The term "dividends in arrears," whenever used in this Article IV in respect of shares that are or hereafter may be cumulative, shall be deemed to mean that amount which shall be equal to dividends at the rate per share per annum to which holders of the shares in question are or may be entitled from the date when dividends first commenced to accrue upon the shares in question or from the date the dividends on the shares in question became cumulative, if the certificate of amendment creating the class or series in question provides that dividends shall commence to be cumulative other than on the date from which dividends first accrued, to the dividend payment date next preceding the date in question, less the aggregate amount of all dividends paid upon the shares in question after the date upon which such dividends became cumulative. In case any shares of any class or series shall be issued at a time when there shall already be outstanding shares of such class or series, all dividends theretofore paid upon the outstanding shares of such class or series shall be deemed to have been paid upon the additional shares of such class or series so issued. The term "dividend payment date" is used herein to refer to the appropriate date, as specified or fixed in or pursuant to Paragraph 2 hereof, on which dividends on the shares in question may be payable,

whether or not such dividends are paid. The term "distribution," whenever used in respect of shares of stock of any class or series shall be deemed to include all dividends declared or paid and other distributions made on the stock of such class or series and all money and/or property and/or stock used in the retirement of stock of such class or series whether by purchase or otherwise.

8. The Corporation shall at all times reserve and keep available, out of its authorized and unissued stock, solely for the purpose of effecting the conversion of all shares that by the terms of any certificate of amendment shall be convertible into Common Stock of the Corporation, such number of shares of Common Stock as shall from time to time be sufficient to effect the conversion of all such shares from time to time outstanding. The Corporation shall from time to time, in accordance with the laws of New Jersey, increase the authorized amount of its Common Stock, if at any time the number of shares of Common Stock remaining unissued shall not be sufficient to permit the conversion of all such convertible shares then outstanding.

9. Shares of stock of the Corporation, whether authorized by this certificate of incorporation or by any amendment hereof, may be issued from time to time for such consideration as may be fixed from time to time by the Board of Directors, except that the consideration for stock having a par value shall not be less than the par value thereof, and authority to the Board of Directors so to fix such consideration is hereby granted by the stockholders.

B. The designation, rights, preferences, privileges and limitations of the shares of Cumulative Exchangeable Preferred Stock are as follows:

(1) Designation. Pursuant to the provision of this Article IV, 28,000,000 shares of Preferred Stock of the Corporation have been classified as a series of Preferred Stock, \$.10 par value designated as "Cumulative Exchangeable Preferred Stock, \$.10 Par Value" (hereinafter called "First Series Preferred Stock").

(2) Dividends. The holders of shares of First Series Preferred Stock shall be entitled to receive dividends in shares of First Series Preferred Stock at the annual rate of .05 share of First Series Preferred Stock per share (or, at the option of the Corporation, in cash at the annual rate of \$0.80 per share or in shares of Common Stock of The LTV Corporation or any combination of cash and such shares), when and as declared by the Board of Directors out of funds legally available for the purpose, payable annually on the 15th day of April in each year, commencing April 15, 1988, to holders of record on such respective dates as may be determined by the Board of Directors in advance of the payment of each particular dividend. Only those shares of First Series Preferred Stock outstanding on any record date established by the Board of Directors shall be entitled to the dividend payable on the following dividend date, but all such outstanding shares shall be entitled to the full annual dividend, even if some or all of such shares were not outstanding during all the preceding calendar year. The First Series Preferred Stock shall rank as to dividends junior to, on a parity with or prior to other series or classes of preferred stock of the Corporation as determined in each instance by the Board of Directors of the Corporation; provided however, the Corporation has agreed to reach an agreement with the United Steelworkers of America ("USWA") prior to action by the Board of Directors regarding the ranking of all other series or classes of preferred stock of the Corporation which would rank as to

dividends prior to the First Series Preferred Stock unless the proceeds (net of deductions for all costs of issuance including underwriting, attorneys and listing fees) of the issuance and sale of such series or classes of preferred stock are to be used exclusively to provide additional working or other capital for the Corporation's steel business or unless such classes or series of preferred stock are issued during the period in which the Corporation is in bankruptcy proceedings as a result of any filing by the Corporation under Chapter 11 of the bankruptcy laws or as part of any plan of reorganization which follows as a result of such filing. No dividends shall be declared on any other series or classes of stock ranking on a parity with the First Series Preferred Stock as to dividends in respect of any dividend period unless there shall also be or have been declared on all shares of First Series Preferred Stock at the time outstanding like dividends for all annual periods ending at the same time as or before such period, ratably in proportion to the respective annual dividend rates per annum fixed therefor. Dividends shall be cumulative (whether or not there shall be net profits or net assets of the Corporation legally available for the payment of such dividends) and shall accrue on an annual basis as of the earlier of the record date established by the Board of Directors or the payment date specified in paragraph (2) hereof. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments which may be in arrears.

If in any annual dividend period, dividends shall not have been declared and paid or set apart in full for payment on all outstanding shares of First Series Preferred Stock for such annual dividend period and all preceding annual dividend periods from and after the first day from which dividends are cumulative, then, until the aggregate deficiency shall be declared and fully paid or set apart for payment, the Corporation shall not (i) declare or pay or set apart for payment any dividends or make any other distribution on the Common Stock or any other capital stock of the Corporation ranking junior to the First Series Preferred Stock with respect to the payment of dividends or distribution of assets on liquidation, dissolution or winding up of the Corporation (the Common Stock and such other stock being herein referred to as "Junior Stock") or (ii) make any payment on account of the purchase, redemption or other retirement of any Junior Stock.

At the option of the Corporation and subject to the provisions hereof, any dividend may be paid in whole or in part, in cash or in shares of Common Stock of The LTV Corporation or in any combination of lawful money of the United States of America and such shares. If the Corporation desires to exercise its option to make a dividend payment on the First Series Preferred Stock wholly or partly in shares of Common Stock of The LTV Corporation (hereinafter sometimes called the "Stock Payment Option"), the Board of Directors shall do so in and by a resolution providing for the exercise of the Stock Payment Option.

If the Stock Payment Option is elected, the Corporation shall dispatch or cause to be dispatched to each holder a certificate representing the number of whole shares of Common Stock of The LTV Corporation arrived at by dividing the Computed Price of such Common Stock of The LTV Corporation into the total amount of lawful money of the United States of America which such holder would receive if the aggregate dividend on the shares held by such holder which is being paid in shares of Common Stock of The LTV Corporation were being paid in such lawful money.

The term "Computed Price" as of any dividend payment date means the price equal to the arithmetical average of the per share Sale Price for the Common Stock of The LTV Corporation for the ten consecutive trading days ending on the fifth calendar day (or if such day is not a trading day, then the trading day immediately preceding such calendar day) prior to the dividend payment date; provided, that in no event shall the Computed Price of a share of Common Stock of The LTV Corporation be less than the par value of such Common Stock (presently \$0.50 per share).

The term "Sale Price" means the average of the high and low sale prices (or, if no sale prices are reported, the average of the high and low bid prices) for the Common Stock of The LTV Corporation as reported in composite trading, or, if the Common Stock of The LTV Corporation is not listed on any national or regional stock exchange, as reported by NASDAQ or, if such Common Stock is not quoted on NASDAQ, as reported by the National Quotation Bureau Incorporated. If the Sale Price cannot be established as described above, the Sale Price shall be the fair market value of the Common Stock of The LTV Corporation as determined in good faith by the Board of Directors of the Corporation.

No fractional shares will be issued in payment of dividends. In lieu thereof, the Corporation may issue a number of shares of First Series Preferred Stock or Common Stock of The LTV Corporation, as the case may be, which reflects a rounding up to the next whole number or may pay lawful money of the United States of America in an amount equal to the stated value of such fractional share in the case of First Series Preferred Stock or in an amount equal to the fair value of such fractional share in the case of Common Stock of The LTV Corporation, as determined by the Board of Directors. The shares of Common Stock of The LTV Corporation to be paid by the Corporation in payment of the dividend on the First Series Preferred Stock are sometimes referred to hereinafter as the "Dividend Shares".

The Corporation shall not exercise the Stock Payment Option with respect to any dividend payment if:

- (1) the payment of dividend has not been or will not be made within five Business Days following the dividend payment date;

(ii) the number of shares of Common Stock of The LTV Corporation held in the Corporation's treasury is insufficient to pay the portion of such dividend to be paid in Common Stock of The LTV Corporation;

(iii) the issuance or delivery of shares of Common Stock of The LTV Corporation pursuant to the Stock Payment Option would require registration with or approval of any Governmental Authority under any law or regulation, and such registration or approval has not been effected or obtained; or

(iv) the Computed Price is less than the par value of the shares of Common Stock of The LTV Corporation.

If the Corporation pays such dividend in shares of First Series Preferred Stock or exercises the Stock Payment Option with respect to a dividend payment, it shall deliver to the Transfer Agent, no later than the fifth calendar day prior to the date on which shares of First Series Preferred Stock or Dividend Shares for such dividend payment are to be dispatched to holders, an Officers' Certificate setting forth (i) the portion of the dividend payment being made in shares of First Series Preferred Stock or Common Stock of The LTV Corporation and, (ii) the number of Dividend Shares allocable to such dividend payment on each share, as calculated pursuant to this Section 2.

(3) Liquidation Preference. The First Series Preferred Stock shall rank upon liquidation, dissolution or winding up of the Corporation junior to, on a parity with or prior to other series or classes of preferred stock of the Corporation as determined in each instance by the Board of Directors of the Corporation; provided however, the Corporation has agreed to reach an agreement with the USWA prior to action by the Board of Directors regarding the ranking of all other series or classes of preferred stock of the Corporation which would rank upon liquidation, dissolution or winding up of the Corporation prior to the First Series Preferred Stock unless the proceeds (net of deductions for all costs of issuance including underwriting, attorneys and listing fees) of the issuance and sale of such series or classes of preferred stock are to be used exclusively to provide additional working or other capital for the Corporation's steel business or unless such classes or series of preferred stock are issued during the period in which the Corporation is in bankruptcy proceedings as a result of any filing by the Corporation under Chapter 11 of the bankruptcy laws or as part of any plan of reorganization which follows as a result of such filing. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, before any payment or distribution of the assets of the Corporation (whether capital or surplus) shall be made to or set apart for the holders of the Common Stock of the Corporation or any other series or class or classes of stock of the Corporation ranking junior to

the First Series Preferred Stock upon liquidation, dissolution or winding up, the holders of the shares of the First Series Preferred Stock shall be entitled to receive \$16 per share plus an amount equal to all dividends (whether or not earned or declared) accrued and unpaid thereon to the date of final distribution to such holders; but such holders shall not be entitled to any further payment. If, upon any liquidation, dissolution or winding up of the Corporation, the assets of the Corporation, or proceeds thereof, distributable among the holders of the shares of the First Series Preferred Stock shall be insufficient to pay in full the preferential amount aforesaid and liquidating payments on any other preferred stock ranking as to liquidation, dissolution or winding up, on a parity with the First Series Preferred Stock, then such assets and proceeds shall be distributed among the holders of First Series Preferred Stock and any such other preferred stock ratably in accordance with the respective amounts which would be payable upon liquidation, dissolution or winding up on such shares of First Series Preferred Stock and any such other preferred stock if all amounts payable thereon were paid in full. For the purposes of this Section (3), a consolidation or merger of the Corporation with one or more corporations shall not be deemed to be a liquidation, dissolution or winding up, voluntary or involuntary.

Subject to the rights of the holders of shares of any series or class or classes of stock ranking on a parity with or prior to the First Series Preferred Stock upon liquidation, dissolution or winding up, upon any liquidation, dissolution or winding up of the Corporation, after payment shall have been made in full to the First Series Preferred Stock as provided in this Section (3), but not prior thereto, the holders of the Common Stock or any other series or class or classes of stock ranking junior to the First Series Preferred Stock upon liquidation, dissolution or winding up of the Corporation shall, subject to the respective terms and provisions (if any) applying thereto, be entitled to receive any and all assets remaining to be paid or distributed, and the First Series Preferred Stock shall not be entitled to share therein.

(4) Redemption. (a) The Corporation, at its option, may redeem shares of the First Series Preferred Stock, as a whole or in part, at any time or from time to time in cash at \$16 per share, plus accrued and unpaid dividends to the date fixed for redemption.

(b) In the event the Corporation shall redeem shares of First Series Preferred Stock, notice of such redemption shall be given by first class mail, postage prepaid, mailed not less than 30 days prior to the redemption date, to each holder of record of the shares to be redeemed, at such holder's address as the same appears on the stock register of the Corporation. Each such notice shall state: (1) the redemption date;

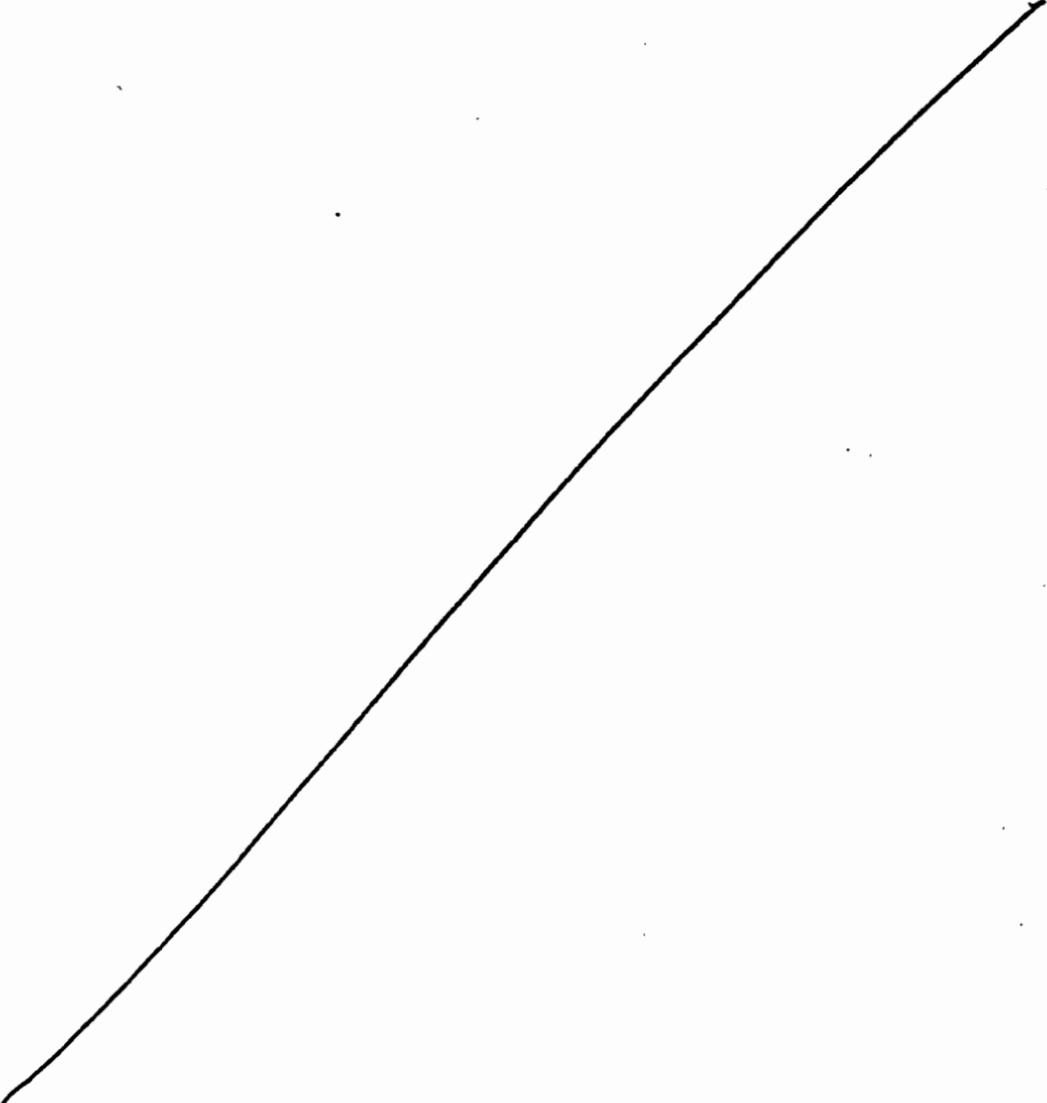
(2) the number of shares of First Series Preferred Stock to be redeemed and, if less than all the shares held by such holder are to be redeemed, the number of such shares to be redeemed from such holder; (3) the redemption price; (4) the place or places where certificates for such shares are to be surrendered for payment of the redemption price; and (5) that dividends on the shares to be redeemed will cease to accrue on such redemption date. Upon surrender in accordance with said notice of the certificates for any shares so redeemed (properly endorsed or assigned for transfer, if the Board of Directors of the Corporation shall so require and the notice shall so state), such shares shall be redeemed by the Corporation at the redemption price aforesaid.

If less than all the outstanding shares of First Series Preferred Stock not previously called for redemption are to be redeemed on any redemption date, shares to be redeemed shall be selected by the Corporation from outstanding shares of First Series Preferred Stock not previously called for redemption by lot, pro rata (as nearly as may be) or by any other method determined by the Board of Directors of the Corporation in its sole discretion to be equitable to the holders of the First Series Preferred Stock.

(5) Shares to be Retired. All shares of First Series Preferred Stock redeemed by the Corporation may be reissued.

(6) Voting. Except as otherwise from time to time required by law, the First Series Preferred Stock shall have no voting rights.

(7) Sinking Fund. Shares of First Series Preferred Stock are not subject or entitled to the benefit of a sinking fund.



ARTICLE V

The Corporation is to have perpetual existence.

ARTICLE VI

1. The directors of the Corporation shall hold office until the next annual meeting of stockholders following their election and until their respective successors are duly elected.

2. The number of directors of the Corporation shall be fixed from time to time by, or in the manner provided in, the Corporation's By-laws and may be increased or decreased as therein provided, but the number thereof shall not be less than one |:

3. Any directorship not filled at the annual meeting of stockholders and any vacancy, however caused, occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors even though less than a quorum of the Board.

4. Any directorship to be filled by reason of an increase in the number of directors may be filled by the Board of Directors.

## ARTICLE VII

Except as otherwise provided by statute, by this certificate of incorporation as the same may be amended from time to time or by By-laws as the same may be amended from time to time, all corporate powers may be exercised by the Board of Directors. Without limiting the foregoing, the Board of Directors shall have power, without stockholder action:

1. To authorize the Corporation to purchase, acquire, hold, lease, mortgage, pledge, sell and convey such property, real, personal and mixed, without as well as within the State of New Jersey, as the Board of Directors may from time to time determine, and in payment for any property to issue, or cause to be issued, stock of the Corporation, or bonds, debentures, notes or other obligations or evidences of indebtedness thereof secured by pledge, security interest or mortgage, or unsecured.

2. To determine from time to time to what extent and at what times and places and under what conditions and regulations the accounts and books of the Corporation, or any of them, shall be open to the inspection of the stockholders, and no stockholder shall have any right to inspect any account, book or documents of the Corporation, except as conferred by statute or by the Board of Directors.

3. To authorize the borrowing of money; the issuance of bonds, debentures, notes and other obligations or evidences of indebtedness of the Corporation, secured or unsecured, and the inclusion of provisions as to redeemability and convertibility into shares of stock of the Corporation or otherwise; and, as security for money borrowed or bonds, debentures, notes and other obligations or evidences of indebtedness issued by the Corporation, the mortgaging or pledging of any property, real, personal or mixed, then owned or thereafter acquired by the Corporation.

4. To loan money to, or guarantee an obligation of, or otherwise assist any officer or other employee of the Corporation or of any subsidiary, including an officer or employee who is also a director of the Corporation, whenever, in the judgment of the Board of Directors, such loan, guarantee or assistance may reasonably be expected to benefit the Corporation.

5. By the affirmative vote of a majority of the directors in office, to remove a director or directors for cause where, in the judgment of such majority, the continuation of the director or directors in office would be harmful to the Corporation and to suspend the director or directors for a reasonable period pending final determination that cause exists for such removal.

IN WITNESS WHEREOF, Republic Steel Corporation has caused this Restated Certificate of Incorporation to be executed on behalf of the Corporation by its Chairman of the Board this 31st day of May, 1983.

REPUBLIC STEEL CORPORATION

By E. B. JONES  
*Chairman and Chief Executive Officer*

RESOLVED, that Article VI, Paragraph 2 shall be amended to state in its entirety as follows:

2. The number of directors of the Corporation shall be fixed from time to time by, or in the manner provided in, the Corporation's By-laws and may be increased or decreased as therein provided, but the number thereof shall not be less than one.

Written Consent

Dated 6/29/84

(B) The merger of J&L into the Corporation shall result in the amendment of Article 1 of the Certificate of Incorporation of the surviving corporation to read as follows:

ARTICLE 1. The name of the Corporation is  
LTV Steel Company, Inc.

Meeting-Board of  
Directors-December 10, 1984

CERTIFICATE OF AMENDMENT TO THE RESTATED  
CERTIFICATE OF INCORPORATION, AS AMENDED, OF  
LTV STEEL COMPANY, INC.

FILED

JUL 22 1987

To: The Secretary of State  
State of New Jersey

JANE BURGIO  
Secretary of State

Pursuant to the provisions of Section 14A:9-2(4), Section 14A:9-4(3), and Section 14A:7-2(2) of the New Jersey Business Corporation Act, the undersigned corporation executes the following Certificate of Amendment to its Restated Certificate of Incorporation, as amended:

1. The name of the corporation is

LTV STEEL COMPANY, INC.

2. The following amendment to the Restated Certificate of Incorporation, as amended, was approved by the directors and thereafter duly adopted by the shareholders of the corporation as of the 15th day of July, 1987:

RESOLVED, that Article IV, of the Restated Certificate of Incorporation, as amended, be amended so that the first sentence thereof and the immediately following preface to the numbered paragraphs read as follows:

"The aggregate number of shares which the Corporation is authorized to issue is 100,000,000 shares divided into 50,000,000 shares of Common Stock of the par value of \$10 a share and 50,000,000 shares of Preferred Stock of the par value of \$.10.

A. The designations, rights, preferences, privileges and limitations of the shares of Common Stock and shares of Preferred Stock and the manner of determining the designations, number of classes and of series within classes of Preferred Stock and the relative voting, dividend, liquidation and other rights, preferences and limitations of each such class or series are as follows:"

RESOLVED, that Subsection B of Article IV of the Restated Certificate of Incorporation, as amended, be deleted in its entirety.

3. The number of shares entitled to vote upon the amendment was 100.

4. That in lieu of a meeting and vote of the shareholders and in accordance with the provisions of Section 14A:5-6, the amendment was adopted by the sole shareholder of the Corporation without a meeting pursuant to the written consent of the sole shareholder and the number of shares represented by such consent is 100 shares.

5. The following resolutions, establishing and designating a series of shares and fixing and determining the relative rights and preferences thereof were duly adopted by the board of directors of the Corporation as of the 15th day of July, 1987 pursuant to authority vested in it by the Restated Certificate of Incorporation, as amended, and Section 14A:7-2 of the New Jersey Business Corporation Act:

RESOLVED, that Article IV of the Restated Certificate of Incorporation, as amended, be and hereby is further amended by adding immediately after Subsection A, Subsection B, which sets forth the rights, preferences and limitations of the Cumulative Exchangeable Preferred Stock, which Subsection B shall read in its entirety as follows:

"B. The designation, rights, preferences, privileges and limitations of the shares of Cumulative Exchangeable Preferred Stock are as follows:

(1) Designation. Pursuant to the provision of this Article IV, 28,000,000 shares of Preferred Stock of the Corporation

have been classified as a series of Preferred Stock, \$.10 par value designated as "Cumulative Exchangeable Preferred Stock, \$.10 Par Value" (hereinafter called "First Series Preferred Stock").

(2) Dividends. The holders of shares of First Series Preferred Stock shall be entitled to receive dividends in shares of First Series Preferred Stock at the annual rate of .05 share of First Series Preferred Stock per share (or, at the option of the Corporation, in cash at the annual rate of \$0.80 per share or in shares of Common Stock of The LTV Corporation or any combination of cash and such shares), when and as declared by the Board of Directors out of funds legally available for the purpose, payable annually on the 15th day of April in each year, commencing April 15, 1988, to holders of record on such respective dates as may be determined by the Board of Directors in advance of the payment of each particular dividend. Only those shares of First Series Preferred Stock outstanding on any record date established by the Board of Directors shall be entitled to the dividend payable on the following dividend date, but all such outstanding shares shall be entitled to the full annual dividend, even if some or all of such shares were not outstanding during all the preceding calendar year. The First Series Preferred Stock shall rank as to dividends junior to, on a parity with or prior to other series or classes of preferred stock of the Corporation as determined in each instance by the Board of Directors of the Corporation; provided however, the Corporation has agreed to reach an agreement with the United Steelworkers of America ("USWA") prior to action by the Board of Directors regarding the ranking of all other series or classes of preferred stock of the Corporation which would rank as to dividends prior to the First Series Preferred Stock unless the proceeds (net of deductions for all costs of issuance including underwriting, attorneys and listing fees) of the issuance and sale of such series or classes of preferred stock are to be used exclusively to provide

additional working or other capital for the Corporation's steel business or unless such classes or series of preferred stock are issued during the period in which the Corporation is in bankruptcy proceedings as a result of any filing by the Corporation under Chapter 11 of the bankruptcy laws or as part of any plan of reorganization which follows as a result of such filing. No dividends shall be declared on any other series or classes of stock ranking on a parity with the First Series Preferred Stock as to dividends in respect of any dividend period unless there shall also be or have been declared on all shares of First Series Preferred Stock at the time outstanding like dividends for all annual periods ending at the same time as or before such period, ratably in proportion to the respective annual dividend rates per annum fixed therefor. Dividends shall be cumulative (whether or not there shall be net profits or net assets of the Corporation legally available for the payment of such dividends) and shall accrue on an annual basis as of the earlier of the record date established by the Board of Directors or the payment date specified in paragraph (2) hereof. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments which may be in arrears.

If in any annual dividend period, dividends shall not have been declared and paid or set apart in full for payment on all outstanding shares of First Series Preferred Stock for such annual dividend period and all preceding annual dividend periods from and after the first day from which dividends are cumulative, then, until the aggregate deficiency shall be declared and fully paid or set apart for payment, the Corporation shall not (i) declare or pay or set apart for payment any dividends or make any other distribution on the Common Stock or any other capital stock of the Corporation ranking junior to the First Series Preferred Stock with respect to the payment of dividends or distribution of assets on liquidation, dissolution or winding up of

the Corporation (the Common Stock and such other stock being herein referred to as "Junior Stock") or (ii) make any payment on account of the purchase, redemption or other retirement of any Junior Stock.

At the option of the Corporation and subject to the provisions hereof, any dividend may be paid in whole or in part, in cash or in shares of Common Stock of The LTV Corporation or in any combination of lawful money of the United States of America and such shares. If the Corporation desires to exercise its option to make a dividend payment on the First Series Preferred Stock wholly or partly in shares of Common Stock of The LTV Corporation (hereinafter sometimes called the "Stock Payment Option"), the Board of Directors shall do so in and by a resolution providing for the exercise of the Stock Payment Option.

If the Stock Payment Option is elected, the Corporation shall dispatch or cause to be dispatched to each holder a certificate representing the number of whole shares of Common Stock of The LTV Corporation arrived at by dividing the Computed Price of such Common Stock of The LTV Corporation into the total amount of lawful money of the United States of America which such holder would receive if the aggregate dividend on the shares held by such holder which is being paid in shares of Common Stock of The LTV Corporation were being paid in such lawful money.

The term "Computed Price" as of any dividend payment date means the price equal to the arithmetical average of the per share Sale Price for the Common Stock of The LTV Corporation for the ten consecutive trading days ending on the fifth calendar day (or if such day is not a trading day, then the trading day immediately preceding such calendar day) prior to the dividend payment date; provided, that in no event shall the Computed Price of a share of Common Stock of The LTV Corporation be less than the par value of such Common Stock (presently \$0.50 per share).

The term "Sale Price" means the average of the high and low sale prices (or, if no sale prices are reported, the average of the high and low bid prices) for the Common Stock of The LTV Corporation as reported in composite trading, or, if the Common Stock of The LTV Corporation is not listed on any national or regional stock exchange, as reported by NASDAQ or, if such Common Stock is not quoted on NASDAQ, as reported by the National Quotation Bureau Incorporated. If the Sale Price cannot be established as described above, the Sale Price shall be the fair market value of the Common Stock of The LTV Corporation as determined in good faith by the Board of Directors of the Corporation.

No fractional shares will be issued in payment of dividends. In lieu thereof, the Corporation may issue a number of shares of First Series Preferred Stock or Common Stock of The LTV Corporation, as the case may be, which reflects a rounding up to the next whole number or may pay lawful money of the United States of America in an amount equal to the stated value of such fractional share in the case of First Series Preferred Stock or in an amount equal to the fair value of such fractional share in the case of Common Stock of The LTV Corporation, as determined by the Board of Directors. The shares of Common Stock of The LTV Corporation to be paid by the Corporation in payment of the dividend on the First Series Preferred Stock are sometimes referred to hereinafter as the "Dividend Shares."

The Corporation shall not exercise the Stock Payment Option with respect to any dividend payment if:

- (i) the payment of dividend has not been or will not be made within five Business Days following the dividend payment date;

- (ii) the number of shares of Common Stock of The LTV Corporation held in the Corporation's treasury is insufficient to pay the portion of such dividend to be paid in Common Stock of The LTV Corporation;

(iii) the issuance or delivery of shares of Common Stock of The LTV Corporation pursuant to the Stock Payment Option would require registration with or approval of any Governmental Authority under any law or regulation, and such registration or approval has not been effected or obtained; or

(iv) the Computed Price is less than the par value of the shares of Common Stock of The LTV Corporation.

If the Corporation pays such dividend in shares of First Series Preferred Stock or exercises the Stock Payment Option with respect to a dividend payment, it shall deliver to the Transfer Agent, no later than the fifth calendar day prior to the date on which shares of First Series Preferred Stock or Dividend Shares for such dividend payment are to be dispatched to holders, an Officers' Certificate setting forth (i) the portion of the dividend payment being made in shares of First Series Preferred Stock or Common Stock of The LTV Corporation and, (ii) the number of Dividend Shares allocable to such dividend payment on each share, as calculated pursuant to this Section 2.

(3) Liquidation Preference. The First Series Preferred Stock shall rank upon liquidation, dissolution or winding up of the Corporation junior to, on a parity with or prior to other series or classes of preferred stock of the Corporation as determined in each instance by the Board of Directors of the Corporation; provided however, the Corporation has agreed to reach an agreement with the USWA prior to action by the Board of Directors regarding the ranking of all other series or classes of preferred stock of the Corporation which would rank upon liquidation, dissolution or winding up of the Corporation prior to the First Series Preferred Stock unless the proceeds (net of deductions for all costs of issuance including underwriting, attorneys and listing fees) of the issuance and sale of such series or classes of preferred stock

are to be used exclusively to provide additional working or other capital for the Corporation's steel business or unless such classes or series of preferred stock are issued during the period in which the Corporation is in bankruptcy proceedings as a result of any filing by the Corporation under Chapter 11 of the bankruptcy laws or as part of any plan of reorganization which follows as a result of such filing. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, before any payment or distribution of the assets of the Corporation (whether capital or surplus) shall be made to or set apart for the holders of the Common Stock of the Corporation or any other series or class or classes of stock of the Corporation ranking junior to the First Series Preferred Stock upon liquidation, dissolution or winding up, the holders of the shares of the First Series Preferred Stock shall be entitled to receive \$16 per share plus an amount equal to all dividends (whether or not earned or declared) accrued and unpaid thereon to the date of final distribution to such holders; but such holders shall not be entitled to any further payment. If, upon any liquidation, dissolution or winding up of the Corporation, the assets of the Corporation, or proceeds thereof, distributable among the holders of the shares of the First Series Preferred Stock shall be insufficient to pay in full the preferential amount aforesaid and liquidating payments on any other preferred stock ranking as to liquidation, dissolution or winding up, on a parity with the First Series Preferred Stock, then such assets and proceeds shall be distributed among the holders of First Series Preferred Stock and any such other preferred stock ratably in accordance with the respective amounts which would be payable upon liquidation, dissolution or winding up on such shares of First Series Preferred Stock and any such other preferred stock if all amounts payable thereon were paid in full. For the purposes of this Section (3), a consolidation or merger of the Corporation with one or more

corporations shall not be deemed to be a liquidation, dissolution or winding up, voluntary or involuntary.

Subject to the rights of the holders of shares of any series or class or classes of stock ranking on a parity with or prior to the First Series Preferred Stock upon liquidation, dissolution or winding up, upon any liquidation, dissolution or winding up of the Corporation, after payment shall have been made in full to the First Series Preferred Stock as provided in this Section (3), but not prior thereto, the holders of the Common Stock or any other series or class or classes of stock ranking junior to the First Series Preferred Stock upon liquidation, dissolution or winding up of the Corporation shall, subject to the respective terms and provisions (if any) applying thereto, be entitled to receive any and all assets remaining to be paid or distributed, and the First Series Preferred Stock shall not be entitled to share therein.

(4) Redemption. (a) The Corporation, at its option, may redeem shares of the First Series Preferred Stock, as a whole or in part, at any time or from time to time in cash at \$16 per share, plus accrued and unpaid dividends to the date fixed for redemption.

(b) In the event the Corporation shall redeem shares of First Series Preferred Stock, notice of such redemption shall be given by first class mail, postage prepaid, mailed not less than 30 days prior to the redemption date, to each holder of record of the shares to be redeemed, at such holder's address as the same appears on the stock register of the Corporation. Each such notice shall state: (1) the redemption date; (2) the number of shares of First Series Preferred Stock to be redeemed and, if less than all the shares held by such holder are to be redeemed, the number of such shares to be redeemed from such holder; (3) the redemption price; (4) the place or places where certificates for such shares are to be surrendered for payment of the redemption price; and (5) that dividends on the shares to be redeemed will cease to accrue on such redemption date. Upon surrender in accordance with said notice of

the certificates for any shares so redeemed (properly endorsed or assigned for transfer, if the Board of Directors of the Corporation shall so require and the notice shall so state), such shares shall be redeemed by the Corporation at the redemption price aforesaid:

If less than all the outstanding shares of First Series Preferred Stock not previously called for redemption are to be redeemed on any redemption date, shares to be redeemed shall be selected by the Corporation from outstanding shares of First Series Preferred Stock not previously called for redemption by lot, pro rata (as nearly as may be) or by any other method determined by the Board of Directors of the Corporation in its sole discretion to be equitable to the holders of the First Series Preferred Stock.

(5) Shares to be Retired. All shares of First Series Preferred Stock redeemed by the Corporation may be reissued.

(6) Voting. Except as otherwise from time to time required by law, the First Series Preferred Stock shall have no voting rights.

(7) Sinking Fund. Shares of First Series Preferred Stock are not subject or entitled to the benefit of a sinking fund."

6. That in lieu of meeting and vote of the directors and in accordance with the provisions of Sections 14A:6-7(1) and 14A:7-2(1), the foregoing resolutions were adopted by the directors by unanimous written consent without a meeting.

7. That the Restated Certificate of Incorporation, as amended, is amended so that the designation and number of shares of each class and series acted upon in the resolutions, and the

relative rights, preferences and limitations of each such class and series are as stated in the foregoing resolutions.

Dated this 15th day of July, 1987.

LTV STEEL COMPANY, INC.

By W. P. Twomey  
W. P. Twomey  
Vice President and Controller

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF

LTV Steel Company, Inc.

ADB  
FILED

SEP 24 1993

DANIEL J. DALTON  
Secretary of State

To: The Secretary of State  
State of New Jersey

0870431

Pursuant to the provisions of Section 14A:9-2(4) and Section 14A:9-4(3), Corporations, General, of the New Jersey Statutes, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation:

1. The name of the corporation is LTV Steel Company, Inc..
2. The following amendment to the Certificate of Incorporation was approved by the directors and thereafter duly adopted by the shareholders of the corporation on the 28th day of June, 1993:

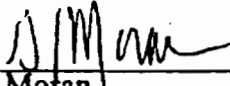
RESOLVED, that the following addition is to be designated as the last Article of the Certificate of Incorporation:

*"No nonvoting equity securities of the Corporation may be issued; this provision, in compliance with Section 1123 of the United States Bankruptcy Code, 11 U.S.C. Section 1123, shall have no force and effect except to the extent required by such Section so long as such Section is in effect and applicable to the Corporation."*

3. The number of shares entitled to vote upon the amendment was 110.
4. That in lieu of a meeting and vote of the shareholders and in accordance with the provisions of Section 14A:5-6, the amendment was adopted by the shareholders without a meeting pursuant to the written consents of the shareholders and the number of shares represented by such consents is 110 shares.

Dated as of the 28th day of June, 1993.

LTV Steel Company, Inc.

By   
G.J. Moran  
Senior Vice President and Secretary

7473201000

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF

ADB  
FILED

SEP 27 1993

LTV Steel Company, Inc.

DANIEL J. DALTON  
Secretary of State

To: The Secretary of State  
State of New Jersey

0870883

Pursuant to the provisions of Section 14A:9-2(4) and Section 14A:9-4(3), Corporations, General, of the New Jersey Statutes, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation:

1. The name of the corporation is LTV Steel Company, Inc..
2. The following amendment to the Certificate of Incorporation was approved by the directors and thereafter duly adopted by the shareholders of the corporation on the 14th day of September, 1993:

RESOLVED, that the last Article, containing the following provision, of the Certificate of Incorporation be deleted:


*"No nonvoting equity securities of the Corporation may be issued; this provision, in compliance with Section 1123 of the United States Bankruptcy Code, 11 U.S.C. Section 1123, shall have no force and effect except to the extent required by such Section so long as such Section is in effect and applicable to the Corporation."*

3. The number of shares entitled to vote upon the amendment was 110.
4. That in lieu of a meeting and vote of the shareholders and in accordance with the provisions of Section 14A:5-6, the amendment was adopted by the shareholders without a meeting pursuant to the written consents of the shareholders and the number of shares represented by such consents is 110 shares.

Dated this 14th day of September, 1993.

LTV Steel Company, Inc.

By

  
G.J. Moran

Senior Vice President and Secretary

7473201000  
X 038631

**EXHIBIT B**

**BYLAWS OF**  
**LTV STEEL COMPANY, INC.**

[Copy Attached]

As Amended and Restated  
November 20, 1992

BY-LAWS  
OF  
LTV STEEL COMPANY, INC.

ARTICLE I.

1. Annual Stockholders Meeting. The annual meeting of the stockholders for the election of directors of LTV Steel Company, Inc. (hereinafter referred to as the "Corporation") shall be held at the registered office of the Corporation, 28 West State Street in Trenton, New Jersey, or at such other place within or without New Jersey, as may from time to time be designated by the Board of Directors or the Executive Committee, on such date and at such hour as the Board of Directors or the Executive Committee may fix prior to notice of the meeting.

2. Special Stockholders' Meetings. Special meetings of the stockholders shall be held at 28 West State Street in Trenton, New Jersey, or at such other place within or without New Jersey, as may be designated by the Board of Directors or the Executive Committee, and shall be called by the Chairman, the President, or the Secretary, upon direction of the Board of Directors or the Executive Committee, or upon the request in writing of the holders of 10% of the outstanding stock of the Corporation entitled to vote at such meeting.

3. Notice of Stockholders' Meetings. The Secretary, or officer performing his duties, shall give notice of every stockholders' meeting to each stockholder of record by mailing such notice in writing to his last-known post-office address at least 10 days but not more than 60 days before the date of such meeting.

4. Quorum of Stockholders. The holders of shares of stock of the Corporation entitled to cast a majority of the votes at the meeting must be present in person or by proxy at each meeting of stockholders to constitute a quorum; less than a quorum, however, shall have power to adjourn.

5. Presiding Officer and Secretary. Meetings of stockholders shall be presided over by the Chairman, or in his absence, by the President, or in the absence of both of these officers, by one of the Senior Vice Presidents or Vice Presidents, or in the absence of all these officers, by a Chairman to be elected at the meeting. The Secretary of the Corporation shall act as the Secretary of such meetings, if present; otherwise a Secretary shall be appointed by the Chairman of the meeting.

6. Inspectors. The Board of Directors or the Executive Committee shall appoint two inspectors to act at meetings of stockholders, to serve at the pleasure of the Board or the

Executive Committee and until their successors are appointed by the Board or the Executive Committee. If no such appointment is made or if at any meeting the appointees or either of them fail to appear or refuse to serve, the Chairman of the meeting may appoint two such inspectors or an additional inspector to serve with the one appearing and acting at the meeting.

The inspectors shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting or any stockholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them. Any report made by them shall be prima facie evidence of the facts therein stated, and such report shall be filed with the minutes of the meeting.

## ARTICLE II.

1. Number of Directors; Quorum Requirements. The number of directors of the Corporation shall be one or more. Within the limits above specified, the number of directors shall be fixed from time to time by resolution of the Board of Directors. A majority of the directors in office and a majority of the members in office of any committee of the Board shall constitute a quorum of the Board or committee as the case may be. A director or directors having an interest in a contract or transaction to be considered and acted upon by the Board or a committee thereof may be counted in determining the presence of a quorum at a meeting of the Board or at a meeting of a committee of the Board.

2. Indemnification. The Corporation shall indemnify (a) any person who is or was a director, officer, employee or agent of the Corporation or (b) any person who is or was a director, officer, employee or agent of any constituent corporation absorbed by the Corporation by merger but only to the extent (i) that the constituent corporation was obliged to indemnify such person at the time the merger became effective or (ii) where the possible claim of such person or persons for indemnification was disclosed and in the merger instruments the Corporation agreed to pay the same, (c) any person who is or was serving at the request of the Corporation as a director, officer, trustee, employee or agent of any other domestic corporation or foreign corporation or of any partnership, joint venture, sole proprietorship, trust or other enterprise, whether or not for profit and (d) the legal representative of any such persons (each of such persons, including such legal representative, being herein referred to as a "Corporate Agent") to the full extent that the Corporation is

empowered or required to indemnify such Corporate Agent under Section 14A:3-5 of the New Jersey Business Corporation Act and any amendments thereof or supplements thereto (herein referred to as "Section 14A:3-5"), but subject to the provisions of this Article II, Section 2. The Corporation also shall indemnify any Corporate Agent who is or was serving at the request of the Corporation as a trustee or as a "fiduciary" or who is or was deemed by law to be a "fiduciary" as the term "fiduciary" is defined in the Employee Retirement Income Security Act of 1974 as the Act may be amended ("Pension Reform Act") under any employee benefit plan (as the term "employee benefit plan" is defined in the Pension Reform Act) at any time established or maintained by the Corporation ("plan") and the legal representative of any such trustee or fiduciary (1) against his expenses incurred in connection with any proceeding or any claim, issue or matter therein involving such person or the legal representative of such person by reason of the fact that such person is or was such a trustee or a fiduciary, to the extent that he or his legal representative was successful on the merits or otherwise in such proceeding or in the defense of any claim, issue or matter therein and (2) against his expenses and liabilities incurred in connection with any such proceeding or in the defense of any claim, issue or matter charged in the proceeding in or upon which such person or the legal representative of such person was not successful to the extent that (a) with respect to any such proceeding or claim, issue or matter, the trustee or fiduciary acted in good faith and in a manner he reasonably believed to be in or not opposed to the exclusive purposes of providing benefits to participants of the plan and their beneficiaries and defraying reasonable expenses of administering the plan; (b) the trustee or fiduciary did not know that the actions or omissions with which he was charged in the proceeding, claim, issue or matter violated provisions of the Pension Reform Act; and (c) with respect to any criminal proceeding, the trustee or fiduciary had no reasonable cause to believe that his conduct was unlawful. This By-law shall not provide indemnification for any bank, trust company, insurance company, partnership or other entity or person not an officer or employee of the Corporation, even though retained as an investment advisor, actuary, custodian, trustee or consultant to any plan or for any director, officer, agent or employee of any such bank, trust company, insurance company, partnership or other entity or person. In any proceeding involving a trustee or fiduciary, no indemnification shall be provided in respect of any claim, issue or matter as to which the trustee or fiduciary shall have been adjudged to have dealt with the assets of the plan in his own interest or for his own account or to have received consideration of or his personal account from a party dealing with the plan. Unless indemnification is ordered by a court or is mandatory under said Section 14A:3-5 or this By-law, the determination of whether a Corporate Agent or trustee or fiduciary met the applicable standards of conduct prescribed by 14A:3-5 or this By-law shall be made (i) at the election of the Board of Directors or of an authorized committee of the Board, in

any manner specified in subsection (5) of Section 14A:3-5 or (ii) if so directed by the Board of Directors or an authorized committee of the Board, by one or more disinterested persons designated by the Board or such committee. Expenses incurred by a Corporate Agent or by a trustee or fiduciary or his legal representative in connection with any proceeding may be paid by the Corporation in advance of final disposition of such proceeding, provided (i) the Board of Directors or an authorized committee of the Board determines that such payment is in or not opposed to the best interests of the Corporation and (ii) the Corporate Agent, trustee or fiduciary or his legal representative delivers to the Corporation an undertaking by or on behalf of the Corporate Agent, trustee or fiduciary or his legal representative to repay the amount so advanced except to the extent that it shall be determined that the Corporate Agent, trustee or fiduciary or his legal representative is entitled to be indemnified by the Corporation. The Board of Directors may in its sole discretion purchase and maintain insurance on behalf of any Corporate Agent, trustee or fiduciary or his legal representative against any expenses incurred in any proceeding and any liabilities asserted against him in his capacity as a Corporate Agent, trustee or fiduciary or his legal representative whether or not the Corporation would have the power to indemnify him against such liability under provisions of the New Jersey Business Corporation Act or this By-law.

A Corporate Agent, trustee or fiduciary shall be deemed to have been "successful" as that term is used in subsection (4) of Section 14A:3-5 and this By-law (i) where he has been involved in an action, suit or proceeding and such action, suit or proceeding or any claim, issue or matter therein was dismissed or otherwise terminated or abandoned without any judgment order or conviction (upon a plea of nolo contendere or its equivalent or otherwise) against him and without any settlement having been made by him with respect thereto or (ii) where he has been involved in a threatened action, suit or proceeding or any inquiry or investigation that could lead to an action, suit or proceeding and, without his making a settlement, the threatened action, suit or proceeding or inquiry or investigation was abandoned or there has been a failure for any reason to institute the action, suit or proceeding within a reasonable time after the same was threatened or the inquiry or investigation was commenced. The Board of Directors or an authorized committee may in each such case conclusively determine what constitutes a "reasonable time" or an "abandonment" for the purpose of this paragraph.

Where a Corporate Agent is a party defendant in a proceeding, other than a proceeding by or in the right of the Corporation, and the Board of Directors or a committee of disinterested Directors authorized by the Board of Directors to make such determination, determines that it is in the best interests of the Corporation that the Corporation assume the defense of the proceedings and pay all expenses in connection

therewith without requiring any involved Corporate Agent to undertake to pay or repay any part thereof. Such assumption shall not affect the right of any defendant Corporate Agent to employ his own counsel or to recover indemnification under this By-law to the extent that he may be entitled thereto.

As used in this indemnification By-law, the definitions of the terms "proceeding", "expenses" and "liabilities" are as defined in subsection (1) of Section 14A:3-5.

3. Vacancies in Board of Directors. Any vacancy in the Board of Directors may be filled for the unexpired term of the director whose office has become vacant by a vote of a majority of the remaining directors even though less than a quorum of the Board. Any directorship to be filled by reason of an increase in the number of directors may be filled by the Board of Directors.

4. Meetings of Board of Directors; Compensation. Meetings of the Board of Directors shall be held upon the order of the Board, the Executive Committee or the Chairman. The Secretary or officer performing his duties shall give reasonable notice of all meetings to each director, but a meeting may be held without notice immediately after the annual election at the same place, or at such time and place as shall have been theretofore designated by the Board of Directors for such meeting. No notice need be given of regular meetings held at times fixed by resolution of the Board. No notice of an adjourned meeting of the Board of Directors need be given if the time and place are fixed at the meeting adjourned and if the period of adjournment does not exceed 10 days in any one adjournment. Each director of the Corporation shall receive such compensation for his services as director and as a member of any committee of the Board, and such expenses of attendance at meetings of the Board or any such committee, as the Board of Directors by resolution, adopted by the affirmative vote of a majority of the directors in office, shall from time to time determine; provided, however, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent or otherwise and receiving compensation for such services.

5. Committees of Directors. The Board of Directors by resolution adopted by a majority of the entire Board may appoint an Executive Committee to consist of the Chairman, who shall be Chairman of the Committee, the President and no less than four nor more than eight other directors; provided, however, that if the offices of Chairman and President are held by the same person, or if the office of Chairman is abolished or left vacant, the Executive Committee shall consist of the Chairman and President, or President alone, as the case may be, who shall be Chairman of the Committee, and no less than five nor more than nine other directors. The Board of Directors may appoint one or more directors to serve as alternate members of the Committee to

act in the absence or disability of members with all the powers of such absent or disabled members. Unless otherwise provided in the resolution appointing the Committee, such Committee shall have and may exercise all the authority of the Board, except that neither such Committee nor any other committee shall (a) make, alter or repeal any by-law of the Corporation, (b) elect or appoint any director or remove any officer or director, (c) submit to stockholders any action that requires stockholders' approval, or (d) amend or repeal any resolution theretofore adopted by the Board. The term of office of the Executive Committee shall expire at the time of the first meeting of the Board of Directors after the annual meeting of stockholders in each year. Such Committee shall report to the Board and be subject to its direction, and the Board may fill vacancies therein. The Committee may fix times for stated meetings and adopt rules as to calling and giving notice of meetings.

The Board of Directors may appoint from among its members one or more other committees, each of which shall have at least three members, and, subject to the limitation aforesaid, the Board may delegate to each such committee such authority of the Board of Directors as shall be specified in the resolution appointing the committee. Any such committee shall report to the Board and be subject to its direction, and the Board may fill vacancies therein. Any such committee may fix times for meetings and the notice required therefor.

6. Working Capital, Dividends. The Board of Directors or the Executive Committee shall have power in its discretion from time to time to fix and to vary the amount of the working capital of the Corporation and to determine what, if any, dividends shall be declared and paid to stockholders out of the assets of the Corporation legally available for dividends.

7. Interest in Transactions. No contract or other transaction between the Corporation and one or more of its directors or between the Corporation and any other corporation, firm or association of any type or kind in which one or more of its directors are directors or are otherwise interested, shall be void or voidable solely by reason of such common directorship or interest, or solely because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction, or solely because his or their votes are counted for such purpose, if (a) the contract or other transaction is fair and reasonable as to the Corporation at the time it is authorized, approved or ratified, or (b) the fact of the common directorship or interest is disclosed or known to the Board or committee and the Board or committee authorizes, approves or ratifies the contract or transaction by a vote sufficient for the purpose without counting the vote or votes of such common or interested director or directors, or (c) the fact of the common directorship or interest

is disclosed or known to the stockholders and they authorize, approve or ratify the contract or transaction.

8. Directors' Standards of Care. Directors and members of any committee of directors shall discharge their duties to the Corporation when they act in good faith and with that degree of diligence, care and skill which ordinary prudent men would exercise under similar circumstances in like positions. In discharging their duties, such directors and members of any such committee shall not be liable if, acting in good faith, they rely (a) upon the opinion of counsel for the Corporation, or (b) upon written reports setting forth financial data concerning the Corporation and prepared by an independent public accountant or certified public accountant or firm of such accountants, or (c) upon financial statements, books of account or reports of the Corporation represented to them to be correct by the Chairman or the President, or the officer of the Corporation having charge of its books of account, or the person presiding at a meeting of the Board.

### ARTICLE III.

1. Officers. The officers of the Corporation shall be a Chairman, a President, one or more Senior Vice Presidents and one or more Vice Presidents, a Treasurer, a Secretary, and a Controller, all of whom shall be elected by the Board of Directors, and such other officers as may be appointed by the Board of Directors or the Executive Committee. Any two or more of such offices, except those of President and Senior Vice President or Vice President, may be held by the same person. The term of office of every officer shall be from the date upon which he shall be chosen until the first meeting of the Board of Directors after the next annual meeting of the stockholders and until his successor in office shall be chosen and has qualified. Vacancies among the officers may be filled by the Board of Directors or the Executive Committee, subject to the same limitations as below stated with respect to removals. The compensation of each officer shall be determined and may be increased or subject to any contract rights decreased at any time and from time to time by the Board of Directors or the Executive Committee. In the discretion of the Board of Directors or the Executive Committee, such compensation may include the payment by the Corporation at any time and from time to time of special compensation in addition to stated salary for the satisfactory performance by such officer of his duties, having due regard to the amount of business transacted or profits earned by the Corporation or any department thereof for any period, or to any other factor or factors deemed proper by the Board of Directors or the Executive Committee. The amount of any such special compensation may be determined by the Board of Directors or the Executive Committee either before, during, or upon completion of, the duties for which such special compensation shall be paid; provided, however, that nothing herein contained shall restrict

the right of the Board of Directors or the Executive Committee to fix the minimum compensation of an officer for a period of years.

2. Chairman. The Chairman shall be the chief executive officer of the Corporation and shall perform all such other duties and exercise all such other powers as are usually incident and pertain to the chief executive officer of a corporation, as well as such other duties and powers as the Board of Directors may from time to time prescribe.

3. President. The President shall be the chief operating officer of the Corporation. Under the direction of the Chairman, he shall have general control and management of the business and affairs of the Corporation, and general superintendence and direction of such other officers, agents and employees of the Corporation as are assigned to him by the Chairman, and shall have such other powers and duties as may be assigned to him by the Chairman, the Board of Directors or the Executive Committee.

4. Senior Vice Presidents. The Senior Vice Presidents each shall have, respectively, such designations, powers and duties as shall be assigned to them by the Chairman, the President, the Board of Directors or the Executive Committee.

5. Vice Presidents. The Vice Presidents each shall have, respectively, such designations, powers and duties as shall be assigned to them by the Chairman, the President, the Senior Vice Presidents and the Board of Directors or the Executive Committee.

6. Other Officers. The other officers shall, in addition to the powers and duties conferred by law, have such duties as usually pertain to their respective offices, and such duties and powers as may be assigned to them by the Chairman, the President, the Board of Directors or the Executive Committee.

7. Treasurer's Bond. The Treasurer shall give a bond for the faithful discharge of his duties, in such sum as may be fixed by the Board of Directors or the Executive Committee, and with surety satisfactory to the Board or the Executive Committee.

8. Signing Powers. The Chairman, the President, the Senior Vice Presidents and the Vice Presidents each shall have, and each is hereby given, full power and authority to sign and execute, in the name and on behalf of the Corporation, all duly authorized contracts, agreements, deeds, conveyances or other obligations of the Corporation.

#### ARTICLE IV.

1. Bonds of the Corporation. All duly authorized bonds of the Corporation shall be signed on behalf of the Corporation by its Chairman, its President, one of its Senior Vice Presidents or one of its Vice Presidents or, if so provided by resolution of

the Board of Directors or of the Executive Committee, by one or more of such officers and such other officer or officers designated by the Board of Directors or the Executive Committee; any or all such signatures may be manual or, if the bond is countersigned by an officer or other agent of a trustee or other certifying or authenticating authority, facsimile signatures; the signature on interest coupons attached to said bonds shall be a facsimile signature; and the corporate seal or a facsimile of such seal may be impressed, affixed, imprinted or otherwise reproduced on said bonds and, if attested, shall be attested by the Corporation's Secretary or an Assistant Secretary by manual or facsimile signature. In case any person whose signature (manual or facsimile) appears upon any said bond or coupons attached thereto shall cease to be an officer of the Corporation, or shall cease to be the officer specified thereon, before the bonds so signed shall have been authenticated by the trustee under the indenture or other instrument pursuant to which the bonds are delivered or sold, said bonds or coupons may nevertheless be authenticated and delivered and sold as if the person or persons who so signed or attested such bonds or coupons had not ceased to be an officer of the Corporation or the officer specified thereon; and any bonds may be signed as aforesaid, and the seal of the Corporation impressed, affixed, imprinted or otherwise reproduced thereon may be attested on behalf of the Corporation as aforesaid, and coupons attached may be signed as aforesaid by such persons who, upon the actual date of the execution of the bonds or coupons, shall be the proper officers of the Corporation, although upon the date of the bonds such persons may not have been officers of the Corporation. As used in this Article IV, Section 1, the term "bonds" shall include bonds, debentures, notes and other written obligations for the payment of money.

The provisions of this section with respect to bonds and debentures signed by the manual or facsimile signature of a person holding at the time of such signing the office of Chairman, or President of the Corporation also shall be applicable with respect to bonds and debentures signed by the manual or facsimile signature of a person who held at the time of such signing the office of Chairman of the Board of the Corporation under the By-laws of the Corporation as then in effect.

2. Stock Certificates. Except as otherwise permitted by the New Jersey Business Corporation Act, no stock certificate shall be issued for any share until such share is fully paid. Every stockholder shall have a certificate signed by the Chairman or the President and the Treasurer or an Assistant Treasurer of the Corporation, certifying that the Corporation is organized under the laws of New Jersey, the name of the person to whom issued, the number and class of shares, and the designation of the series, if any, which such certificate represents; but where such certificates are countersigned by a transfer agent or

registrar who is not an officer or employee of the Corporation, the signatures of any such Chairman, President, Treasurer or Assistant Treasurer may be facsimile. In case any officer, transfer agent or registrar who shall have signed, or whose facsimile signature shall have been used on, any such certificate or certificates shall cease to be such officer, transfer agent or registrar of the Corporation, for whatever cause, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates nevertheless may be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer, transfer agent or registrar of the Corporation. So long as the Corporation is authorized to issue shares of more than one class, every certificate shall set forth upon its face or back that the Corporation will furnish to any stockholder upon request and without charge a full statement (a) of the designations, relative rights, preferences and limitations of the shares of each class and series authorized to be issued, so far as the same have been determined, and (b) of the authority of the Board to divide the shares into classes or series and to determine and change the relative rights, preferences and limitations of any class or series.

3. Stock Transfer. Stock of the Corporation shall be transferable in accordance with the provisions of Chapter 8 of the Uniform Commercial Code as adopted in New Jersey (N.J.S. 12A: 8-101 et seq.) as amended from time to time, except as otherwise provided in the New Jersey Business Corporation Act.

4. Record Date. The Board of Directors or the Executive Committee shall fix in advance a date not more than 60 nor less than 10 days before the date of any meeting of stockholders nor more than 60 days prior to any other action as the date for determining the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining stockholders entitled to receive payment of any dividend or allotment of any rights or the date when any change or conversion or exchange of capital stock shall go into effect or for the purpose of any other action, and in such case stockholders of record on the date so fixed shall be conclusively entitled to such notice of and to vote at such meeting or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or to receive payment of such dividend, or allotment of rights, or exercise such rights, as the case may be, and notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid.

5. Replacement Certificates. Where a certificate of stock has been lost, destroyed, stolen or seized, a new certificate may be issued upon the Corporation's transfer agent being furnished

with evidence of such loss, destruction, theft or seizure, and a surety company bond of indemnity satisfactory to the transfer agent effecting the replacement and the registrar registering the replacement.

#### ARTICLE V.

1. Notice and Waiver. Any notice required by these By-laws shall be sufficiently given if addressed to the person to be notified and mailed or delivered to his residence, place of business or last-known address, or delivered to him personally, at or within the time prescribed. Notice of any meeting of the Board of Directors or any committee thereof may be waived before or after the meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board or any committee thereof need be specified in the notice or waiver of notice of such meeting except as otherwise provided in these By-laws.

2. Amendment of By-laws. These By-laws may be amended or added to at any meeting of the Board of Directors, if notice of the proposed change has been given to all the directors three days before the meeting, or if all the directors are present, or if all not present assent in writing to such change.

**EXHIBIT C**

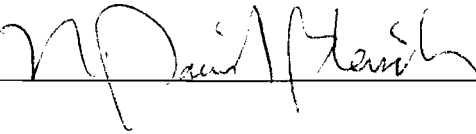
**NAMES AND SAMPLE SIGNATURES OF RELEVANT OFFICERS  
LTV STEEL COMPANY, INC.**

G. J. Moran  
Chairman, President and  
Chief Executive Officer




---

N. D. Bleisch  
Sr. Vice President, General Counsel  
and Secretary



---

J. T. Delmore  
Vice President and Controller



---

F. E. Filipovitz  
Vice President-Human Resources



---

State of New York } ss:  
Department of State

I hereby certify, that REPUBLIC STEEL CORPORATION a NEW JERSEY corporation, filed qualifying papers in this Department on 04/11/1930, and that a certificate of authority to do business in the State of New York was issued to it on the same day.

A certificate changing name to LTV STEEL COMPANY, INC. was filed on 02/04/1985.

I further certify that so far as shown by the records of this Department, such corporation is still authorized to do business under the laws of the State of New York.



\*\*\*

Witness my hand and the official seal  
of the Department of State at the City  
of Albany, this 04th day of October  
two thousand and two.

Secretary of State

**AFFIDAVIT**

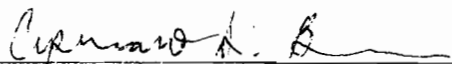
STATE OF OHIO                    )  
COUNTY OF CUYAHOGA) ss:

ELTON L. PARKER, being duly sworn, deposes and states as follows:

1.     I am the attorney for LTV Steel Company, Inc. and attached hereto is the Certificate of Good Standing for LTV Steel Company, Inc.
2.     I make this Affidavit to induce the Erie County Clerk to accept the Certificate of Good Standing for recording.

  
\_\_\_\_\_  
ELTON L. PARKER

Sworn to before me this 3rd  
day of December 2002.

  
\_\_\_\_\_  
Notary Public

CIPRIANO S. BEREDO III, Attorney At Law  
Notary Public, State of Ohio  
My commission has no expiration date.  
Section 147.03 O.R.C.

**State of New York } ss:  
Department of State**

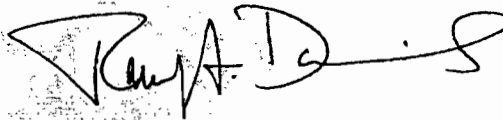
*I hereby certify, that REPUBLIC STEEL CORPORATION a NEW JERSEY corporation, filed qualifying papers in this Department on 04/11/1930, and that a certificate of authority to do business in the State of New York was issued to it on the same day.*

*A certificate changing name to LTV STEEL COMPANY, INC. was filed on 02/04/1985.*

*I further certify that so far as shown by the records of this Department, such corporation is still authorized to do business under the laws of the State of New York.*

\*\*\*

*Witness my hand and the official seal  
of the Department of State at the City  
of Albany, this 17th day of October  
two thousand and two.*



*Secretary of State*

200210180386 51

XX

RECEIPT  
ERIE COUNTY CLERKS OFFICE  
DAVID J SWARTS  
COUNTY CLERK

RECEIPT: 01334260    DPR: LRL

COLUCCI & GALLAHER

DESCRIPTION	TRANS AMOUNT
COUNTY	14.00
COE STATE	4.75
COE COUNTY	1.00
COE ST GEN	14.25
Total Fees	34.00

AFFIDAVIT

DATE: 12/11/2002    TIME: 11:40:51  
B/P D 11022 3223 Control# 200212110508  
1 LTV STEEL COMPANY INC

RECEIPT TOTAL:	34.00
K CHECK	34.00
TOTAL AMOUNT TENDERED	34.00
TOTAL REFUND	.00
PAYMENT TOTAL	34.00

**CERTIFIED COPY OF RESOLUTIONS  
OF  
THE BOARD OF DIRECTORS  
OF  
LTV STEEL COMPANY, INC.**

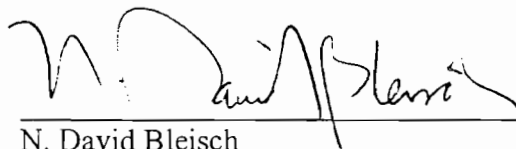
The undersigned, N. David Bleisch, hereby certifies that he is the duly appointed, qualified and acting Secretary of LTV Steel Company, Inc., a New Jersey corporation (the "Corporation"), and further certifies that the following is a true and correct copy of certain resolutions duly adopted by the Board of Directors of said Corporation as of October 9, 2002, and that said resolutions have not been amended, modified or rescinded:

*LTD CLP 10/15/02*

**RESOLVED**, that the proposed transfer to Steelfields ~~LLC~~ of the Corporation's entire interest in certain real property in Buffalo, New York, commonly known as the former LTV Steel Plant, the Marilla Street Landfill and the former Donner-Hanna coke plant, pursuant to such terms and conditions as the officer or officers of the Corporation executing a property transfer agreement shall deem necessary, appropriate or desirable, all as conclusively evidenced by his or their execution and delivery of such property transfer agreement, be, and hereby is, approved.

**RESOLVED**, that the officers of the Corporation be, and each of them hereby is, authorized and directed to execute and deliver all agreements, instruments, certificates and documents, and to take such actions, as any one of them shall deem necessary, appropriate or desirable to implement the above-mentioned agreement, or to effectuate the purposes and intent of the foregoing resolution.

**IN WITNESS WHEREOF**, I have hereunto set my hand as Secretary and have affixed the seal of the Corporation this 10th day of October 2002.



N. David Bleisch  
Senior Vice President, General Counsel and Secretary

[ Seal ]

**EXHIBIT D**

**CERTIFICATE OF GOOD STANDING OF  
LTV STEEL COMPANY, INC.**

[Copy Attached]

# THE HANNA FURNACE CORPORATION

## SECRETARY'S CERTIFICATE

This Secretary's Certificate is delivered pursuant to the consummation of that certain Property Transfer Agreement (the "Property Transfer Agreement") dated as of October 15, 2002, among LTV Steel Company, Inc., a New Jersey corporation, The Hanna Furnace Corporation, a New York corporation (the "Company"), and Steelfields LLC, a New York ~~limited liability company~~ ("Steelfields"). All capitalized terms used herein and not otherwise defined have the meanings given them in the Property Transfer Agreement. LTD

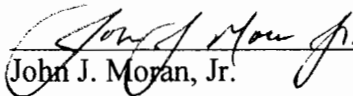
The undersigned hereby certifies that he is the duly elected and acting Secretary of the Company, and as such, he is authorized to "execute and deliver" this Secretary's Certificate on behalf of the Company and hereby FURTHER CERTIFIES as follows in the name and on behalf of the Company:

1. Attached hereto as **Exhibit A** is a true, correct and complete copy of the Articles of Incorporation of the Company. Such Articles of Incorporation are in full force and effect on the date hereof.
2. Attached hereto as **Exhibit B** is a true, correct and complete copy of the duly adopted resolutions of the Board of Directors of the Company authorizing, among other things, the transfer to Steelfields of the real property that is the subject of the Property Transfer Agreement, which resolutions have not been amended, modified or rescinded and remain in full force and effect on the date hereof.
3. The person named on **Exhibit C** hereto is a duly elected, qualified and acting officer of the Company, holding the office of the Company indicated opposite his name. The signature appearing opposite the name of the officer on **Exhibit C** hereto is the genuine signature of such officer.
4. Attached hereto as **Exhibit D** is a Certificate of Good Standing of the Company certified by the Department of State of the State of New York.

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate this 15 day of October, 2002.

THE HANNA FURNACE CORPORATION

By:

  
John J. Moran, Jr.

Secretary

**EXHIBIT A**

**ARTICLES OF INCORPORATION OF  
THE HANNA FURNACE CORPORATION**

[Copy attached]

State of New York }  
Department of State } ss:

*I hereby certify that the annexed copy has been compared with the original document filed by the Department of State and that the same is a true copy of said original.*

*Witness my hand and seal of the Department of State on*

**SEP 18 2002**



A handwritten signature in black ink, appearing to read "R. A. J.", is written over the printed title.

*Secretary of State*

"THE BUFFALO UNION FURNACE COMPANY."

CERTIFICATE OF INCORPORATION.

WE, The Undersigned, all being persons of full age and at least two-thirds being citizens of the United States, and at least one of us a resident of the State of New York, desiring to form a stock corporation pursuant to the provisions of the Business Corporation Law of the State of New York, DO HEREBY Make, Sign, Acknowledge and File this Certificate for that purpose, as follows: \_\_\_\_\_

FIRST.- The name of the proposed corporation is "The Buffalo Union Furnace Company." \_\_\_\_\_

SECOND.- The purposes for which it is to be formed are: To manufacture pig iron from iron ores and products of pig iron into iron and steel in various forms; also to mine, transport and sell iron ores, coal and lime stone; to manufacture coke; to manufacture furnace slag into bricks, cement or other forms, and to sell any and all of the above products. The said corporation may purchase, acquire, hold and dispose of the stocks, bonds and other evidences of indebtedness of any corporation, domestic or foreign, and issue in exchange therefor its stock, bonds or other obligations. \_\_\_\_\_

THIRD.- The amount of the capital stock is \$1,200,000.00, of which \$200,000.00 is preferred stock, and \$1,000,000.00 is common stock. The said \$200,000.00

of preferred stock shall be entitled to receive dividends at the rate of 7% per annum, payable in each year out of the earnings of said Company in preference to any dividends upon the common stock, as hereinafter set forth. For the purpose of providing working capital for said Company the Company will issue \$300,000.00 of debenture bonds, which said bonds shall bear interest at the rate of six (6%) percent. per annum, and shall provide for the payment thereof in ten equal annual installments, with the privilege to the Company to pay all of said bonds, or any portion thereof, in full, at the expiration of five years from the date thereof, or upon any interest date thereafter; and shall contain a clause that in the event the Company defaults in any payment of interest for any period of ninety days after the same shall become due and payable, a majority of the holders of said debenture bonds may at their option declare the entire principal and interest of the same to become due and payable forthwith; and there shall also be a clause stating that said bonds have a lien upon the assets of said Company prior to said preferred and common stock.

There shall be set aside from the annual earnings of said Company the sum of \$100,000.00 for the following purposes, to wit:

- 2
1. For the purpose of paying the sum of \$12,000.00, being the annual interest for the first year upon said debenture bonds, which said amount will decrease annually in proportion as payments of annual installments are made on said bonds.

2. \$30,000.00 shall be paid annually as installments upon said bonds.

3. \$25,000.00 shall be annually placed in a surplus fund for the purposes of said Company.

4. \$14,000.00 shall be annually paid as dividends upon said preferred stock.

5. The balance remaining from said \$100,000.00 shall be added to said surplus fund, to be used for the purposes of said corporation. The remaining annual earnings of said corporation shall be declared as dividends upon the common stock, provided, however, that in case in any year the said earnings shall be less than \$100,000.00 the earnings for any succeeding year or years shall be applied to making up such deficiency before dividends shall be declared on the common stock; it being understood that said sum of \$100,000.00 to be set aside out of the annual earnings of said corporation, as hereinabove set forth, shall be cumulative, and no dividends shall be declared on said common stock whenever the fund to be created by the setting aside of said sum of \$100,000.00 per year is in arrears, and in the event that the said Company shall exercise its privilege to pay the said debenture bonds, or any portion thereof, in full, at the expiration of five years after the date thereof, or upon any interest date thereafter, the balance of the moneys accumulated from setting aside annually the sum of \$100,000.00 shall be added to the surplus fund, except such sum as shall be necessary to pay the dividends on the preferred stock for

the entire period of ten years, and said surplus fund thus accumulated shall be employed as working capital for the general purposes of said corporation; and after the said sum of \$100,000.00 shall have been duly set aside and used as aforesaid, there shall be declared a dividend of not to exceed seven (7%) percent. per annum upon the common stock; and if during any year the earnings of said Company shall exceed the amount of said sum of \$100,000.00 so to be set aside and used as aforesaid, and shall also exceed said dividend of seven (7%) percent. on said common stock, then if said excess shall exceed one (1%) percent., or any multiple of one (1%) percent., the directors of said Company shall declare an extra dividend, of an equal amount, upon all of the outstanding preferred and common stock of said Company; and each and all of said extra dividends so declared upon said preferred stock shall be treated as a payment upon the principal amount of said preferred stock, and the said Company shall have the right to call in all outstanding certificates of said preferred stock and issue therefor new certificates for the exact amount of the respective holdings of all of the stockholders owning said preferred stock, after deducting from the principal the amount of each and all of such extra dividends; such extra dividends to be treated as payments upon the principal of said preferred stock from time to time, until such time as the principal of said preferred stock shall be paid in full, whereupon such preferred stock shall be cancelled and retired.

The control and management of the said corporation is to be in the hands of the holders of the common stock, all of which said common stock, except seven shares thereof, shall be issued to the Guardian Trust Company of Cleveland, Ohio, as Trustee, for the owners of interests in said common stock, pursuant to the provisions of an agreement which shall provide. That the said Guardian Trust Company of Cleveland, Ohio, shall vote said stock at each and every election of directors of said Company, in such manner as the said Guardian Trust Company of Cleveland, O., shall be instructed to vote, in accordance with the provisions of said agreement between said Guardian Trust Company and the several owners of interests in said stock; and the holders of the said preferred stock shall have no voting power. \_\_\_\_\_

FOURTH.- The number of shares of which the capital stock shall consist is Twelve thousand, and the amount of capital with which said corporation will begin business is \$1,200,000.00 \_\_\_\_\_

FIFTH.- Its principal business office is to be located in the City of Buffalo, in the County of Erie and State of New York. \_\_\_\_\_

5 SIXTH.- Its duration is to be fifty (50) years.

SEVENTH.- The number of its directors is to be seven. \_\_\_\_\_

EIGHTH.- The names and post office addresses of the directors for the first year are as follows: \_\_\_\_\_

NAMES. POST OFFICE ADDRESSES.

Frank B. Baird,	Buffalo, N. Y.
Henry J. Pierce,	" " "
Herbert P. Bissell,	" " "
George C. Riley,	" " "
J. Henry Metcalf,	" " "
Samuel H. Baird,	" " "
William J. Jameson,	" " "

NINTH.:- The names and post-office addresses of the subscribers, and a statement of the number of shares of stock which each agrees to take in the corporation are as follows:-

NAMES.	POST-OFFICE ADDRESS.	NO. OF SHARES.
Frank B. Baird,	Buffalo, N. Y.	10
Henry J. Pierce,	" " "	10
Herbert P. Bissell,	" " "	10
George C. Riley,	" " "	10
J. Henry Metcalf,	" " "	10
Samuel H. Baird,	" " "	10
William J. Jameson,	" " "	10

6

IN WITNESS WHEREOF, We have Made, Signed, Acknowledged and Filed this Certificate in duplicate this 31st day of October, in the year Nineteen hundred.

Frank B Baird  
Henry J. Pierce  
Herbert P. Bissell  
George C. Riley  
J. Henry Metcalf  
Samuel H. Baird  
William J. Jameson.

STATE OF NEW YORK, )  
County of Erie, ) ss.  
City of Buffalo. )

On this 1<sup>st</sup> day of November, 1900,  
before me personally came Frank B. Baird, Henry J. Pierce,  
Herbert P. Bissell, George C. Riley, J. Henry Metcalf,  
Samuel H. Baird and William J. Jameson, to me personally  
known to be the persons described in and who made and

ENTERPRISE PRINTING COMPANY, Lancaster, N. Y.

State of New York,  
Erie County Clerk's Office.

RECEIVED  
COMMISSIONER

I, OTTO H. WENDE, Clerk of said County and of the Courts thereof,  
the same being Courts of Record, do hereby certify that

James Murphy  
whose name is subscribed to the proof or Acknowledgment of the annexed  
instrument in writing, was, at the time of taking such proof or acknowledgment,  
a COMMISSIONER OF DEEDS, for the City of Buffalo, in said County,  
duly commissioned, sworn, and authorized to take the same; and farther, that  
I am well acquainted with his handwriting, and verily believe that the sig-  
nature to the said proof or acknowledgment is genuine; and farther, that the  
annexed instrument is executed and acknowledged according to the laws of the  
State of New York.

In Testimony Whereof, I have hereunto set my hand and affixed the  
Seal of said County, at Buffalo, this 1<sup>st</sup> day of Nov  
A. D. 1900.

Otto H. Wendt  
Clerk.

241-8

8

Frank B. Baird  
Henry J. Pierce  
Herbert P. Bissell  
George C. Riley  
J. Henry Metcalf  
Samuel H. Baird  
William J. Jameson

STATE OF NEW YORK, )  
County of Erie, ) ss.  
City of Buffalo. )

On this 1st day of November, 1900,  
before me personally came Frank B. Baird, Henry J. Pierce,  
Herbert P. Bissell, George C. Riley, J. Henry Metcalf,  
Samuel H. Baird and William J. Jameson, to me personally  
known to be the persons described in and who made and  
signed the foregoing Certificate, and severally duly ac-  
knowledgeed to me that they had made, signed and executed  
the same for the uses and purposes therein set forth.

James Murphy  
Commissioner of Deeds  
in and for the City of Buffalo, N. Y.

Notary Public.

9

Book 6A Page 128 113  
(Original.)

THE BUFFALO UNION FURNACE

COMPANY.

C E R T I F I C A T E

— of —

INCORPORATION.

Dated October 31, 1900.

For full details of organization  
of this Corporation.  
See 1500  
under Chapter 908, Laws of 1896.  
Filed by  
State Treasurer before filing.

STATE OF NEW YORK.  
OFFICE OF SECRETARY OF STATE,  
Filed and  
Recorded  
NOV 2 1900

*B. H. Thompson*  
Deputy Secretary of State.

## EXHIBIT B

### RESOLUTIONS OF BOARD OF DIRECTORS OF THE HANNA FURNACE CORPORATION

RESOLVED, that the Corporation is hereby authorized to settle certain claims related to the Donner Hanna Coke Plant Site ("Plant Site") on such terms and conditions as may be negotiated by the President or any Vice President of the Corporation, which terms and conditions shall include: (1) the transfer by the Corporation and LTV Corporation ("LTV") of the Plant Site to Steelfields, LLC ("Steelfields"), an independent third party developer; (2) the payment by the Corporation of \$7.75 million (43% of which will be reimbursed by its insurers) into an escrow fund which, together with \$8.75 million to be paid by LTV and its insurers, will be used by Steelfields to remediate the Plant Site; (3) an agreement by Steelfields to indemnify the Corporation and LTV from all post closing liabilities related to the Plant Site; (4) the release by the New York Department of Environmental Conservation of the Corporation (and its parents and affiliates) and LTV from all liabilities regarding existing environmental conditions at the Plant Site; (5) the discharge under the terms of a judicial consent order by the City of Buffalo ("City") and the Buffalo Urban Renewal Agency ("BURA") of the Corporation (and its parents and affiliates) and LTV from all liabilities at the Plant Site and adjacent residential properties; and (6) dismissal with prejudice of the lawsuit among the City, BURA, the Corporation and LTV; and

FURTHER RESOLVED, that the President and any Vice President of the Corporation, or any individual authorized in writing by any of the foregoing officers, are each hereby authorized to approve and execute any agreements, contracts, documents and instruments, and to take all other such actions as they may deem necessary or appropriate in order to carry out the purpose and intent of the foregoing resolution.

**EXHIBIT C**

**NAMES AND SAMPLE SIGNATURES OF RELEVANT OFFICERS OF  
THE HANNA FURNACE CORPORATION**

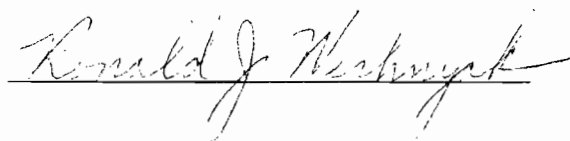
**Name**

**Office**

**Signature**

Ronald J. Werhnyak

Vice President

A handwritten signature in black ink, reading "Ronald J. Werhnyak", written over a horizontal line.

**EXHIBIT D**

**CERTIFICATE OF GOOD STANDING OF  
THE HANNA FURNACE CORPORATION**

[Copy attached]

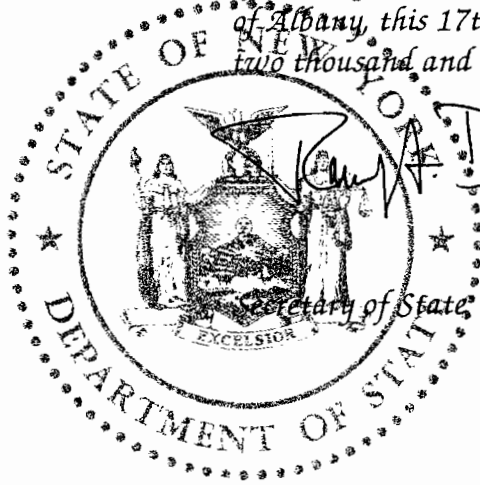
**State of New York** | **ss:**  
**Department of State**

I hereby certify, that the Certificate of Incorporation of THE HANNA FURNACE CORPORATION was filed on 11/02/1900, under the name of THE BUFFALO UNION FURNACE COMPANY, fixing the duration as perpetual, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is a subsisting corporation.

A Certificate of Amendment THE BUFFALO UNION FURNACE COMPANY, changing its name to THE HANNA FURNACE CORPORATION, was filed 04/21/1930.

\*\*\*

Witness my hand and the official seal  
of the Department of State at the City  
of Albany, this 17th day of September  
two thousand and two.



200209180215 59

**CERTIFICATION AND AUTHORIZATION  
OF STEELFIELDS LTD.**

The undersigned, comprising all of the Members of STEELFIELDS LTD. (the "Company"), do hereby certify as follows:

- A. The company is a corporation duly organized, validly existing and in good standing under the laws of the State of New York with all requisite power and authority to own, operate and lease its properties and to carry on its business.
- B. Attached hereto as Exhibit A is a true, correct and complete copy of the Company's Articles of Incorporation and filing receipt, which Articles of Incorporation are in full force and effect on and as of the date hereof without further modification or amendment in any respect.

The undersigned Directors of the Company, with full power and authority to do so, hereby waive written notice of meeting and hereby further approve and authorize the following acts of the Company without a meeting:


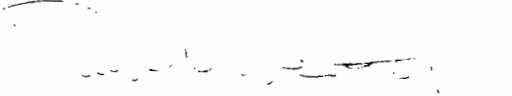
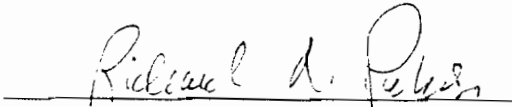

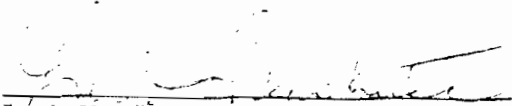
- 1. The purchase from LTV Steel Company, Inc. and The Hanna Furnace Corporation, (the "sellers") of real property and improvements located in the City of Buffalo, Erie County, New York, more specifically described in Schedule A annexed hereto (the "Property"); *a. Exhibit B*
- 2. The entering into a Property Transfer Agreement, Escrow Agreement, Voluntary Cleanup Agreement, and Sewer Service Agreement; and
- 3. The execution, delivery and performance on behalf of the Company by any of the following persons: Gary Smith, Paul Werthman, and Richard A. Palumbo, in their capacity as Directors of the Company, of any and all documents and of any and all acts as may be necessary, advisable or proper to complete the closing of the transaction(s) herein authorized, on such terms and conditions as they may deem acceptable.
- 4. We waive any notice or meeting requirement.

Each person whose name appears below, opposite a title, has been duly elected or appointed to and qualified for such position at the Company and that on the date of this Certificate such person holds such position:

NAME	POSITION
Gary E. Smith	President
Paul H. Werthman	Treasurer
Richard A. Palumbo	Secretary

This Certification and Authorization is made and delivered in order to induce the Sellers to enter into this transaction. This Certification and Authorization is not inconsistent with the Articles of Incorporation or the Bylaws of the Company or any other agreement or instrument to which the Company is a party or by which its assets may be bound, each as of the date hereof.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 5<sup>th</sup> day of October, 2002.

  
\_\_\_\_\_  
Gary E. Smith  
\_\_\_\_\_  
Paul H. Werthman  
\_\_\_\_\_  
Richard A. Palumbo  
\_\_\_\_\_  
Richard Washuta  
\_\_\_\_\_  
Lorie Washuta.

**EXHIBIT A**  
**ARTICLES OF INCORPORATION**

F-021011000 139

CERTIFICATE OF INCORPORATION  
OF

CSC-15

STEELFIELDS LTD.

UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW

The undersigned, a natural person of the age of eighteen years or over, desiring to form a corporation pursuant to the provisions of Section 402 of the Business Corporation Law of the State of New York, hereby certifies as follows:

FIRST: The name of the corporation is:

STEELFIELDS LTD.

SECOND: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law of the State of New York, exclusive of any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The office of the corporation in the State of New York is to be located in the County of Erie.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is:

Two Hundred (200) shares without par value.

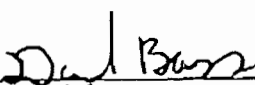
/

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against the corporation may be served, and the address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is:

20 Saddle Brook  
Pittsford, NY 14534

SIXTH: No director of the corporation shall be personally liable to the corporation or its stockholders for damages for any breach of duty in such capacity except where a judgment or other final adjudication adverse to said director establishes: that the director's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that said director personally gained a financial profit or other advantage to which he was not entitled, or the director's acts violated Section 719 of the New York Business Corporation Law.

Date: October 10, 2002

  
\_\_\_\_\_  
David Bass  
Incorporator  
Corporation Service Company  
80 State Street  
Albany, NY 12207

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CSC

5184334741

10/15 '02 11:02 NO.580 05/05

F 021011000 139

CERTIFICATE OF INCORPORATION  
OF  
STEELFIELDS LTD.

CCC 45

Section 402 of the Business Corporation Law

Filer: LOUIS J. MICCA, ESQ.  
300 LINDEN OAKS  
SUITE 220  
ROCHESTER, NY 14625  
Cst. Ref#778023DAV

DRAWDOWN

FILED  
OCT 11 2002  
16

1CC  
STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED OCT 11 2002

TAXS 10

BY: SLW

Eme

OCT 10 2 08 PM '02

RECEIVED

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*State of New York     )*  
*Department of State   )* ss:

*I hereby certify that the annexed copy has been compared with the original document filed by the Department of State and that the same is a true copy of said original.*

*Witness my hand and seal of the Department of State on*

**OCT 11 2002**



*Secretary of State*

**EXHIBIT B**  
**PROPERTY DESCRIPTIONS**

**EXHIBIT A**

*RMP*

**Area I**

**Parcel 1  
Part of 122.16-1-8.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Numbers 58 and 60, Township 10, Range 8 of the Buffalo Creek Indian Reservation, bounded and described as follows:

BEGINNING at a point in the southwesterly line of Abbott Road distant 50 feet northwesterly (measuring along said line of Abbott Road) from a stone monument set at the point of intersection of said line of Abbott Road with the east line of said Lot Number 58; running thence northwesterly along said line of Abbott Road 1382 feet to the margin of Buffalo River; thence southwesterly along the margin of Buffalo River about 775 feet to the point of intersection of said margin of Buffalo River with the northeasterly line of the right of way conveyed to the New York, Lackawanna & Western Railway Company, which right of way is 99 feet wide; thence southeasterly along said northeasterly line of said right of way of said New York, Lackawanna Western Railway Company about 1745 feet to a point in said northeasterly line of said right of way of said Railway Company where the last aforesaid line is intersected by a straight line drawn through the place of beginning forming an angle of 71° 33' with that portion of the southwesterly line of Abbott Road extending southeasterly from the place of beginning, being also the point of intersection of said northeasterly line of said right of way of said Railway Company with the southeasterly line of premises conveyed by Joseph Block to Spencer Kellogg by deed dated January 8, 1906 and recorded January 9, 1906 in the Office of the Clerk of the County of Erie in the State of New York in Liber 1034 of Deeds at page 61;

thence northeasterly along the last aforesaid line 549.56 feet to the point or place of beginning; containing 22.934 acres of land, more or less, and marked "Parcel 1" on the map or diagram annexed to the mortgage made and executed by New York State Steel Company to Commonwealth Trust Company dated October 1, 1906 and recorded in the Erie County Clerk's Office in Liber 1030 of Mortgages at page 253.

## **PARCEL 2**

### **Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in said City of Buffalo, being part of said Lots Numbers 58 and 60, Township 10, Range 8 of the Buffalo Creek Indian Reservation and also part of Lot Number 16 of the Ogden Gore Tract, so called, bounded and described as follows:

BEGINNING at the point of intersection of the southeasterly margin of the Buffalo River with the southwesterly line of the right of way (99 feet wide) of the New York, Lackawanna & Western Railway Company; running thence southwesterly; southerly and again southwesterly along the margin of said Buffalo River and following the various contours thereof about 2000 feet to the point of intersection of said margin of said Buffalo River with the southerly line of said Lot Number 60; thence easterly along the southerly line of said Lot Number 60 about 570 feet to an iron stake at the angle of the Buffalo Creek Reservation line; thence southerly along the easterly line of lands deeded to Anna H. Gould by deed recorded in said Erie County Clerk's Office in Liber 1023 of Deeds at page 300, 185.65 feet to the northerly line of lands owned by the New York, Lackawanna & Western Railway Company and used by that Company for a railroad yard; thence northeasterly along said line of said Railway Company's land 642.37 feet to the west line of lands conveyed by Richard Evans and wife to the New York,

Lackawanna & Western Railway Company by deed dated January 6, 1883 and recorded in the Office of the Clerk of the County of Erie in Liber 426 of Deeds at page 435; thence northeasterly along the southerly line of lands deeded by the New York, Lackawanna & Western Railway Company to Spencer Kellogg by deed dated January 16, 1906 and recorded March 8, 1906 in said Erie County Clerk's Office in Liber 1038 of Deeds at page 171, 40 feet to the southeasterly corner of lands so conveyed by the last aforesaid deed; thence northerly along the easterly line of lands conveyed by the last aforesaid deed, 652 feet to the northeasterly corner of lands conveyed by the last aforesaid deed; thence northwesterly along the northeasterly line of lands conveyed by the last aforesaid deed, 82 feet to the northwest corner of lands conveyed by the last aforesaid deed (being the northwesterly corner of lands so conveyed by said Richard Evans and wife to the New York, Lackawanna & Western Railway Company by deed recorded in said Erie County Clerk's Office in Liber 426 of Deeds at page 435); thence northwesterly and along the southwesterly line of said main right of way of said New York, Lackawanna & Western Railway Company (said right of way being 99 feet wide) 1750 feet to the point or place of beginning; containing 33.661 acres of land, more or less, marked "Parcel 2" on the map or diagram annexed to said mortgage made and executed by New York State Steel Company to Commonwealth Trust Company dated October 1, 1906 and recorded in the Erie County Clerk's Office in Liber 1030 of Mortgages at page 253.

### **PARCEL 3**

#### **Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 16 of the Ogden Gore Tract, Township 10, Range 8, bounded and described as follows to wit:

On the east by the boundary line between lands formerly owned by N.C. Newerf and lands formerly owned by Spencer Kellogg and on the west by the boundary line between lands of the South Buffalo Railway Company and the lands formerly owned by N. C. Newerf and being a strip of land 30 feet wide, 15 feet in width being on each side of the following described center line:

BEGINNING at a point in the boundary line between lands deeded to Spencer Kellogg by Joseph Block by deed dated August 26, 1905 and lands now of formerly owned by N. C. Newerf at a point therein distant 15 feet northerly on a radial line from the north line of lands of the New York, & Lackawanna & Western Railway Company deeded to it by George Humphrey's and Others by deed dated August 25, 1881 and recorded in Erie County Clerk's Office in Liber 430 of Deeds at page 37; thence westerly along a line curving to the right whose radius is 4746.2 feet and parallel with the north line of said land of the New York, Lackawanna & Western Railway Company, 770 feet; thence continuing westerly and northwesterly along a line curving to the right, tangent to last mentioned curved line and whose radius is 573.7 feet about 885 feet to and tangent to a line parallel with and distant 15 feet easterly from the east line of lands of the South Buffalo Railway Company deeded to it by N. C. Newerf by deed recorded in the Erie County Clerk's Office in Liber 917 of Deeds at page 174; thence northerly along said parallel line, 250 feet; thence northwesterly along a line curving to the left tangent to last mentioned line and whose radius is 573.7 feet about 50 feet to its intersection with the east boundary line of said lands of the South Buffalo Railway Company and to the point of beginning.

#### **PARCEL 4**

**Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in said City of Buffalo and being part of said Lot Number 16, of said Ogden Gore Tract, bounded and described as follows:

BEGINNING at a point in the north line of lands of the New York, Lackawanna & Western Railway Company conveyed by George Humphrey's et al by deed recorded in the Erie County Clerk's Office in Liber 430 of Deeds at page 37, said point of beginning being where the south line of aforescribed 30 foot strip (being the aforesaid Parcel 3) leaves said north line of the New York, Lackawanna & Western Railway Company's lands; thence westerly along said north line of the north line of the New York, Lackawanna & Western Railway Company's lands as so deeded and as deeded by N. C. Newerf by deed recorded in the Erie County Clerk's Office in Liber 943 of Deeds at page 385, being on a curve to the right with a radius of 4761.2 feet until it intersects with the east line of a portion of the land deeded by N. C. Newerf as aforesaid; thence northwesterly and northerly along last described line until it intersects the east line of land deeded by N. C. Newerf to the South Buffalo Railway Company by deed recorded in the Erie County Clerk's Office in Liber 917 of Deeds at page 174; thence northerly along the east line of lands of the South Buffalo Railway Company until it intersects the southwest line of the 30 foot strip above described (being the aforesaid Parcel 3); thence southeasterly along the southwest and south line of said 30 foot strip to the place of beginning, being all the land lying between said 30 foot strip and the lands of the New York, Lackawanna & Western Railway Company and lands of said South Buffalo Railway Company.

Said parcels Nos. 3 and 4 being parcels marked "Parcel No. 3" and "Parcel No. 4" respectively, upon the map annexed to said mortgage made and executed by New York State Steel Company to Commonwealth Trust Company, dated October 1<sup>st</sup>, 1906, and recorded in the

Erie County Clerk's office in Liber 1030 of Mortgages at page 253 and containing 2.515 acres of land, more or less.

Also, all the right, title and interest of first party to all crossings or rights of way across the lands now or formerly owned by New York, Lackawanna & Western Railway Company.

**PARCEL 5**

**Part of 122.16-1.8.1**

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 16, of the Ogden Gore Tract, bounded and described as follows:

BEGINNING in the boundary line between Lot Number 16 of the Ogden Gore Tract and Lot Number 60, Township 10, Range 8 of the Holland Land Company's Survey, said line being also the south line of lands formerly of New York State Steel Company formerly deeded by Joseph Block to Spencer Kellogg by deed dated August 26, 1905 and recorded in Liber 973 of Deeds page 600, where same is intersected by the south margin of the Buffalo River; thence southeasterly along said boundary line about 570 feet to an angle in the north line of Lot Number 16, said point being also the southeast corner of said Lot Number 60 and the southwest corner of Lot Number 58, Township 10, Range 8; thence southeasterly and a straight line being the southwest line of lands formerly of the New York Steel Company formerly deeded by Block to Kellogg as aforesaid about 105 feet to the north line of lands deeded by Nicholas C. Newerf to Henry W. Sprague by deed dated November 27, 1906 and recorded in the Erie County Clerk's Office in Liber 1028 of Deeds at page 274; thence westerly, northwesterly and northerly along the north and east line of said lands formerly deeded by said Newerf to said Sprague to its

intersection with the south margin of Buffalo River; thence easterly along the south margin of Buffalo River to point of beginning; containing 12.28 acres of land, more or less.

EXCEPTING AND RESERVING from the parcel above described those certain pieces or parcel of land conveyed by James S. Thompson, individually and as Chairman of the Committee of Bondholders of said New York Steel Company under Agreement dated the 1<sup>st</sup> day of July, 1913 and Geneva S. Thompson, his wife, to the City of Buffalo by deed dated the 21<sup>st</sup> day of September 1915 and recorded in the Office of the Clerk of the County of Erie, State of New York on the 19<sup>th</sup> day of October, 1915 in Liber 706 of Deeds at page 221.

#### **PARCEL 6**

##### **Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT RIGHT, TITLE AND INTEREST of the party of the first part in and to those certain premises described in and conveyed by a certain deed made by the City of Buffalo to the said James S. Thompson as Chairman of the Committee of Bondholders of the New York State Steel Company under Agreement dated the 1<sup>st</sup> day of July, 1913, which said deed is dated the 21<sup>st</sup> day of September, 1915 and recorded in the Office of the Clerk of the County of Erie, State of New York in Liber 1295 of Deeds at page 439 on the 19<sup>th</sup> day of October, 1915.

#### **PARCEL 7**

##### **Part of 122.16-1-8.1 and 8.1/A**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 58, Township 10, Range 8 of the Buffalo Creek Reservation Lovejoy and Emslie Survey and part of Lot Number 16 of the Ogden Gore Tract and particularly bounded and described as follows:

BEGINNING at a point in the southerly line of lands conveyed to the New York, Lackawanna & Western Railway Company by Richard Evans by deed dated February 18, 1882, said point being located 352 feet westerly from the east line of said Lot Number 58 and measured along a line parallel to and distant 49 ½ feet southwesterly at right angles from the center line of the New York, Lackawanna & Western Railway; thence south 7° 16' east along the westerly line of lands conveyed to the said New York, Lackawanna & Western Railway Company by the said Richard Evans by deed dated January 6, 1883 about 755 feet to a point, distant 150 feet northerly measured at right angles from the center line of the New York, Lackawanna & Western Railway Company's so-called "Beach Line"; thence northeasterly about 40 feet to a point distant 170 feet northerly measured at right angles from the center line of said "Beach Line" said point being also distant 26 feet easterly measured at right angles from the westerly line of lands conveyed to said Railway Company by said Richard Evans by deed dated January 6, 1883, thence northerly about 652 feet to a point distant 40 ½ feet easterly measured at right angles from the aforesaid westerly line of lands conveyed to said Railway Company by said Richard Evans by deed dated January 6, 1883, and point being also distant 75 feet southwesterly measured at right angles from the center line of The New York Lackawanna & Western Railway Company's main line; thence northwesterly about 82 feet to the point of beginning.

#### **PARCEL 8**

##### **Part of 122.16-1-8.1**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 16, of the Ogden Gore Tract, bounded and described as follows:

BEGINNING at a point near the Buffalo River on the easterly line of lands conveyed by Nicholas C. Newerf to the South Buffalo Railway Company by deed dated September 5, 1900 and recorded in the Erie County Clerk's Office in Liber 917 of Deeds at page 174, which point is the point of intersection of the extreme northerly line of lands deeded by said Nicholas C. Newerf to Spencer Kellogg by deed dated November 10, 1905 and recorded in the Erie County Clerk's Office in Liber 1017 of Deeds at page 615 with said easterly line of said lands so conveyed to said South Buffalo Railway Company; running thence southerly and easterly along the easterly and northerly line of said line so conveyed by said Nicholas C. Newerf to said Spencer Kellogg and along the entire strip of land so deeded to said Spencer Kellogg 2000 feet more or less to the easterly line of lands formerly owned by said Nicholas C. Newerf being the westerly line of lands formerly belonging to the New York State Steel Company; thence northerly along said westerly line of said lands formerly belonging to said New York State Steel Company to a point where said line will be intersected by a line parallel with and distant 50 feet northerly measuring at right angles from the northerly line of said lands so conveyed to said Spencer Kellogg; thence westerly and northerly on a line 50 feet distant (measuring at right angles) from and parallel with said northerly line of said lands so conveyed to said Spencer Kellogg 2000 feet more or less to a point in said easterly line of said lands so conveyed to the South Buffalo Railway Company or on the last aforesaid line extended northerly, which point is distant 120 feet northerly from the point of beginning measuring along said easterly line of said lands so conveyed to said South Buffalo Railway Company or along the same extended; thence southerly along said easterly line of said lands so conveyed to said South Buffalo Railway Company or the same extended 120 feet to the point of beginning; containing 2.384 acres of land, more or less.

**PARCEL 9**

**Part of 122.20-1-3.1**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Numbers 57 and 58, Township 10, Range 8 of the Buffalo Creek Reservation and more particularly bounded and described as follows:

BEGINNING at the point of intersection of the southwesterly line of Abbotts Corners Road with the southeasterly line of "Parcel 1" hereinabove described; running thence southeasterly along the said southwesterly line of said Abbotts Corners Road to the point of intersection thereof with the westerly line of lands now owned or occupied by the Delaware, Lackawanna and Western Railroad Company, said point of intersection being the northeasterly corner of Subdivision Lot Number 1 according to a map and plan of subdivision of part of said Farm Lot Number 57 made by Richard Johnson surveyor and filed in the Office of the Clerk of the said County of Erie under Cover of Maps 341; running thence southerly along the westerly line of the said lands so owned or occupied by the said Delaware, Lackawanna and Western Railroad Company and along the said easterly line of said Subdivision Lot Number 1 to the southeasterly corner of said Subdivision Lot Number 1; running thence westerly along the southerly line of the property of the Donner Steel Company, said southerly line being the northerly line of lands now or formerly owned or occupied by the said Delaware, Lackawanna and Western Railroad Company to the point of intersection of the said northerly line with the said southeasterly line of the said "Parcel 1" hereinabove described and running thence northeasterly along the said southeasterly line of said "Parcel 1" to the said southwesterly line of Abbotts Corners Road at the point of beginning.

Parcels 1 through 9 BEING parcels 1 through 8 and parcel 10 conveyed by Donner Steel Company, Inc. to Republic Steel Corporation by deed dated April 8, 1930, and recorded in Erie County Clerk's Office on April 11, 1930, in Liber 2092 of Deeds at Page 481.

**PARCEL 10**

**Part of 122.16-1-8.1 and 8.1/A**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Numbers 57, 58 and 60, Township 10, Range 8 of the Buffalo Creek Reservation and part of Lot Number 16 of the Gore Tract, more particularly described according to a plan of survey No. A-3200 made by Trautman Associates entitled "Survey of Lands: Consolidated Rail Corporation to Republic Steel Corporation", dated December 23, 1976, revised to January 12, 1977, (Grantor's Case Plan No. 65069), described as follows.

BEGINNING at a point in the most southerly corner of land described in a conveyance to Republic Steel Corporation by deed dated March 11, 1959 and recorded in Erie County Clerk's Office in Liber 6419 of Deeds at page 470; thence northerly along lands so conveyed to said Steel Corp. on a curve to the left concentric with 30 feet measured westerly from and radially to said center line of the tract of the west leg of Abbott Road Yard Wye of the Consolidated Rail Corporation (formerly Delaware, Lackawanna and Western Railroad Company) 659.32 feet more or less to a point, said point being the southeasterly terminus of the firstly described course in the above mentioned conveyance; thence northwesterly thereon 60 feet to a point, said point being 75 feet measured southwesterly from and radially to the original center line of the railroad of the Consolidated Rail Corporation (formerly Delaware, Lackawanna and Western Railroad Company) opposite D.L. & W Survey Station 21522+23; thence northwesterly 88 feet to a point

in the southerly line of a parcel of land first described in a conveyance to New York Lackawanna & Western Railway Co. by deed dated February 18, 1882 and recorded in said Clerk's Office in Liber 430 of Deeds at page 130; thence northwesterly thereon 1522.46 feet to a point in the easterly line of lands taken by the City of Buffalo for the Buffalo River Improvement; thence northeasterly along in the bounds of said Improvement 99 feet more or less to a point in the northerly line of the herein above mentioned conveyance to said New York, Lackawanna & Western Railway Co.; thence southeasterly thereon 1492.27 feet to a point; thence on a curve to the left and continuing in part along the last mentioned conveyance 884.94 feet to a point; thence southwesterly along a radial line of the previous curved course a distance of 99 feet to a point; thence southwesterly at an interior angle of  $111^{\circ} 23' 58''$  turned from the last mentioned course a distance of 385.72 feet to a point; thence continuing southwesterly through lands of Erie-Lackawanna Railroad Company a distance of 520.38 feet more or less to the point of beginning; containing 9.314 acres of land, more or less.

Parcel 10 BEING the same premises conveyed by Consolidated Rail Corporation to Republic Steel Corporation by deed dated April 2, 1979, and recorded in the Erie County Clerk's Office on April 26, 1979 in Liber 8777 of Deeds at page 519.

#### **PARCEL 11**

##### **Part of 122.20-1-3.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, described as follows;

BEGINNING at a point in the southerly line of South Park Avenue (formerly Abbott Road) 272.53 feet measured northwesterly along the same from the corner formed by the intersection of said line of South Park Avenue and the westerly line of New Abbey Street, where

said line of South Park Avenue is intersected by the westerly line of the first parcel described in a deed dated October 10, 1882 made by Sheldon Collins, his wife, to New York, Lackawanna & Western Railway Company recorded in Erie County Clerk's Office on December 1, 1882 in Liber 436 of Deeds at page 262; thence southeasterly along said line of South Park Avenue 148 feet to a point 56 feet measured northwesterly from and radially to the original center line of the railroad of the Delaware, Lackawanna and Western Railroad Company at Survey Station 21509+49; thence southwesterly 160 feet more or less to a point in said westerly line of the first parcel described in said deed recorded in the Erie County Clerk's Office in Liber 436 of Deeds at page 262, 49.5 feet measured northwesterly from and radially to said centerline at survey station 21511+16; thence northeasterly along said westerly line of first parcel described in said deed recorded in the Erie County Clerk's Office in Liber 436 of Deeds at page 262, 148 feet more or less to the point of beginning; containing 9,961 square feet of land, more or less.

BEING the same premises conveyed by Delaware, Lackawanna and Western Railroad Company to Republic Steel Corporation by deed dated July 26, 1955, and recorded in the Erie County Clerk's Office on August 18, 1955 in Liber 5814 of Deeds at page 42.

## **PARCEL 12**

### **Part of 122.20-1-23.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Numbers 58 and 60, Township 10, Range 8 of the Holland Land Company's Survey and also part of Lot Number 16 of the original Ogden Gore Tract, bounded and described as follows:

BEGINNING at the intersection of courses 3 and 4 of deed dated September 19, 1902 from Nicolas G. Newerf to the New York, Lackawanna and Western Railway Company (Now

Erie Lackawanna Railway Company) recorded in Book 943 Page 385 of Erie County Deed Records, said intersection point also being 150 feet northwesterly by radial measurement from original center line of aforesaid former New York, Lackawanna and Western Railway Company at Chaining Station 21542+81 more or less:

1. Thence northeasterly along the division line between lands of Republic Steel Corporation on the north and lands of Erie Lackawanna Railway Company on the south, along a curve to the left having a radius of 4761.15 feet an arc distance of 1773.41 feet to a point and whose chord bears north  $80^{\circ} 02' 36''$  east for the distance of 1763.18 feet;
2. Thence south  $20^{\circ} 37' 39''$  east on a radial line 6 feet to a point in the southerly line of parcel now or formerly leased to the Republic Steel Corporation;
3. Thence southwesterly along aforesaid southerly line of the parcel now or formerly leased to Republic Steel Corporation along a curve to the right having a radius of 4767.15 feet an arc distance of 285.00 feet to a point and whose chord bears south  $71^{\circ} 05' 06''$  for a distance of 284.95 feet;
4. Thence south  $71^{\circ} 15' 58''$  west along the aforesaid southerly line of the parcel now or formerly leased to the Republic Steel Corporation a distance of 172.06 feet to a point in the center line projected southerly Column Line "A" in the open hearth building of Republic Steel Corporation;
5. Thence due south along aforesaid southerly projection of the center line of Column Line "A" 39.90 feet to a point;
6. Thence south  $79^{\circ} 36'$  west 745.51 feet to a point;
7. Thence south  $70^{\circ} 08' 26''$  west 171.82 feet to a point of curve;

8. Thence southwesterly on a curve to the right having a radius of 625.5 feet an arc distance of 134.18 feet to a point of compound curve and whose chord bears south  $85^{\circ} 17' 10''$  west for a distance of 133.93 feet;
9. Thence northwesterly continuing on a curve and to the right having a radius of 445.85 feet an arc distance of 213.99 feet to a point of tangency and whose chord bears north  $74^{\circ} 49' 07''$  west for a distance of 211.94 feet;
10. Thence north  $61^{\circ} 04' 07''$  west along a straight line 23.46 feet to a point of curve;
11. Thence northwesterly on a curve to the right having a radius of 424.68 feet an arc distance of 192.00 feet to point of compound curve and whose chord bears north  $48^{\circ} 07'$  west for a distance of 190.38 feet;
12. Thence northwesterly continuing on a curve to the right having a radius of 293.82 feet an arc distance of 74.16 feet to a point and whose chord bears north  $27^{\circ} 56' 03''$  west for a distance of 73.97 feet;
13. Thence north  $06^{\circ} 06' 04''$  west 88.52 feet to a point in the aforesaid division line between lands of Republic Steel Corporation on the north and lands of Erie, Lackawanna Railway Company on the south;
14. Thence southeasterly on the last mentioned division line along a curve to the left having a radius of 433.33 feet an arc distance of 255.00 feet to the point of beginning and whose chord bears south  $29^{\circ} 58' 54''$  east for a distance of 251.34 feet.

Containing 2.923 acres of land, more or less.

BEING the same premises conveyed by Erie-Lackawanna Railway Company to Republic Steel Corporation by deed dated June 4, 1969, and recorded in the Erie County Clerk's Office on August 29, 1969 in Liber 7622 of Deeds at page 649.

## **PARCEL 13**

### **Part of 122.16-1-8.1 and 8.1/A**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND and premises, hereinafter particularly described, situate, lying and being in the City of Buffalo, County of Erie and State of New York, bounded and described as follows:

BEGINNING at the intersection of the lines of the third and fourth courses described in a deed made January 16, 1906 between The New York Lackawanna and Western Railway Company and Spencer Kellogg recorded in the Erie County Clerk's Office on March 8, 1906 in Liber 1038 of Deeds at page 171, 75 feet measured southwesterly from and radially to the original center line of the railroad of The Delaware, Lackawanna and Western Railroad Company opposite Survey Station 21522+23;

1. Thence southeasterly 60 feet to a point 30 feet measured southwesterly from and at right angles to the center line of the track of the west leg of the Abbott Road Yard Wye of the Delaware, Lackawanna and Western Railroad Company;
2. Thence southerly on a curve to the right concentric with and 30 feet measured westerly from and radially to said center line of track of said west leg of said Wye 640 feet more or less to a point in said line of said third course described in said deed recorded in Liber 1038 of Deeds at page 171;
3. Thence northerly along a portion of said last mentioned line 645 feet more or less to the point of beginning.

Containing 1.269 acres of land, more or less.

BEING the same premises conveyed by the Delaware, Lackawanna and Western Railroad Company to Republic Steel Corporation by deed dated March 11, 1959, and recorded in the Erie County Clerk's Office on May 7, 1959 in Liber 6419 of Deeds at page 470.

**PARCEL 14**

**132.08-1-6 and 6A**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being parts of Lots 55 and 56, Township 10, Range 8 of the Buffalo Creek Reservation and further distinguished as Subdivision Lot Number 2, Block Number 1 according to a map and survey made by Thomas Rogers, Civil Engineers, and filed in the Erie County Clerk's Office June 3, 1897 under cover Number 615, except the northerly 10 feet of said Lot and being 26 feet front and rear by 110 feet in depth on South Park Avenue (formerly Abbott Road), north side, 27 feet east of Bertha Street.

BEING the same premises conveyed by Vincent J. Muffoletto, Referee, to Republic Steel Corporation by deed dated June 29, 1977, and recorded in the Erie County Clerk's Office on July 5, 1977 in Liber 8527 of Deeds at page 299.

**AREA III**

**PARCEL "A"**

**Part of 132.08-1-7**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Numbers 16 and 17 of the Ogden Gore Tract, bounded and described as follows:

BEGINNING at the point of intersection of the center line of Bell Street, as formerly laid out, and the westerly line of Abby Street; thence southwardly along said westerly line of Abby Street 541 feet to a point; thence westwardly at right angles to said westerly line of Abby Street 222.06 feet; thence westwardly and parallel with the center line of Bell Street, as formerly laid out, 1563.21 feet to a point in the easterly line of the right of way of Buffalo, Rochester and Pittsburgh Railway Company; thence northwardly along the easterly line of the right of way of Buffalo, Rochester and Pittsburgh Railway Company 112 feet to a point; thence westwardly and parallel with said center line of Bell Street 107 feet to a point in the easterly line of the right of way of South Buffalo Railway Company; thence northwardly along said last mentioned easterly line 142 feet to a point in the line of lands now or formerly of Donner-Union Coke Corporation; thence along said land the following three courses and distances:

1. Eastwardly and at right angles to said last mentioned easterly line of the right of way of South Buffalo Railway Company 47.3 feet to a point;
2. Thence northwardly by a curve to the right with a radius of 360.7 feet a distance of 480.73 feet to a point;

3. Northwardly at right angles to said center line of Bell Street 14.5 feet to a point in the center line of Bell Street, as formerly laid out;

thence along said center line and an extension thereof and also along lands now or formerly of Donner-Union Coke Corporation eastwardly 1711.5 feet to said westerly line of Abby Street; thence along said westerly line southwardly 121.15 feet to the place of beginning.

BEING parcel A conveyed by Bethlehem Steel Corporation to Republic Steel Corporation by deed dated June 24, 1968, and recorded in Erie County Clerk's Office on June 27, 1968, in Liber 7482 of Deeds at Page 400.

**(Parcel B) Part of 132.08-1-7**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number 17 of the Ogden Gore Tract, bounded and described as follows:

BEGINNING at a point in the westerly line of Abby Street, distant 541 feet southerly from its intersection with the center line of Bell Street, as originally laid out, said point of beginning being the southeasterly corner of lands conveyed to Bethlehem Iron & Steel Corporation by Irene Krull by deed dated September 23, 1926 and recorded in the Erie County Clerk's Office on September 29, 1926, in Liber 1905 of Deeds at page 534; running thence southerly along the westerly line of Abby Street 383.30 feet to the southerly line of lands conveyed by Frederick Brown to Nicholas Newerf and William H. Newerf by deed dated April 19, 1887 and recorded in the Erie County Clerk's Office on April 22, 1887 in Liber 526 of Deeds at page 107; running thence westerly and along the southerly line of Newerf's lands, as above mentioned, 1633.32 feet to the easterly line of lands conveyed to Buffalo, Rochester and

Pittsburgh Railway Co. by Irene Krull by deed dated June 8, 1917 and recorded in the Erie County Clerk's Office on June 22, 1917 in Liber 1364 of Deeds at page 540; running thence northerly and along the easterly line of lands conveyed to the Buffalo, Rochester and Pittsburgh Railway Co., as aforesaid, 433.29 feet to the southwesterly corner of lands conveyed to Bethlehem Iron & Steel Corporation, as above mentioned; running thence easterly and along the southerly line of Bethlehem Iron & Steel Corporation's lands, as aforesaid, 1561.33 feet to a point where a line drawn through the place of beginning and at right angles to the westerly line of Abby Street will intersect the same and running thence easterly and along the said right angle line 226.06 feet to the westerly line of Abby Street at the place of beginning; containing 16.9525 acres of land, more or less.

BEING parcel B conveyed by Bethlehem Steel Corporation to Republic Steel Corporation by deed dated June 24, 1968, and recorded in Erie County Clerk's Office on June 27, 1968, in Liber 7482 of Deeds at Page 400.

**MARILLA STREET**

**PARCEL "1"**

**132.20-1-9**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the Fourth Ward in the City of Buffalo, County of Erie and State of New York, being part of Lot 18 of the Ogden Gore Tract, so called, and part of Lot 43 of the Buffalo Creek Indian Reservation, bounded and described as follows, viz:

BEGINNING at a point in the middle line of Marilla Street at a corner of land of other owners in Lot 18 of the Ogden Gore Tract and at the distance of 87.5 feet measured eastwardly and at right angles from a point in the line dividing land of the New York, Chicago and St. Louis Railroad Company on the west from land of the Western New York and Pennsylvania Railway Company on the east, said beginning point being also at the distance of 99.17 feet measured south  $85^{\circ} 9'$  east along the prolongation westwardly of said middle line of Marilla Street from a point in the line established as the center line of the main track of railroad of the Western New York and Pennsylvania Railway Company known as the Chautauqua Branch, said last-mentioned point being at the distance of 1629.5 feet measured north  $17^{\circ} 9'$  west along said center line of the main track of railroad, Chautauqua Branch, from another point therein, opposite said Railway Company's Mile Post 5.

EXTENDING from said beginning point the following 4 courses and distances:

1. South  $85^{\circ} 9'$  east along said middle line of Marilla Street, being along a southerly line of land of other owners crossing the line dividing Lot 18 in the Ogden Gore Tract on the west from the Buffalo Creek Indian Reservation on the east, passing through a point

common to the northwesterly corner of Lot 43 and common to the southwesterly corner of Lot 44, both in said Buffalo Creek Indian Reservation, and along the line dividing Lot 43 on the south from Lot 44 on the north, both in said Buffalo Creek Indian Reservation, 273.58 feet to the point of meeting with the westerly line of land of the South Buffalo Railway Company, distant 79.79 measured north  $85^{\circ} 9'$  west along said middle line of Marilla Street which is coincident with said line dividing Lot 43 on the south from Lot 44 on the north from a point in the line established as the center line of railroad of the South Buffalo Railway Company and making an angle of  $68^{\circ} 2'$  therewith as measured from the westward towards the northward; the following 2 courses and distances being along said westerly line of the South Buffalo Railway Company.

2. South  $17^{\circ} 9'$  east crossing the southerly line of said Marilla Street 283 feet to a point;
3. Southwardly having said last-described course as a tangent on a curve to the right having a radius of 438.39 feet an arc length of 496.68 feet to a point at a corner of said last-mentioned land, said second course being along a line parallel with and distant westerly 74 feet at right angles from the center line of the South Buffalo Railway Company and said third course being along a line concentric with and distant westerly 74 feet radially from the center line of the South Buffalo Railway Company
4. North  $17^{\circ} 9'$  west by land of the Western New York and Pennsylvania Railway Company on a line parallel with and distant 87.5 feet measured eastwardly and at right angles from said line dividing land of the New York, Chicago and St. Louis Railroad Company on the west from land of the Western New York and Pennsylvania Railway Company on the east, recrossing said line dividing the Buffalo Creek Indian Reservation on the south from the Ogden Gore Tract on the north, being the line dividing Lot 43 in the Buffalo Creek

Indian Reservation on the south from Lot 18 in the Ogden Gore Tract on the north, at location recrossing said southerly line of Marilla Street at the westerly extremity thereof 782.9 feet to the place of beginning; containing 3.61 acres of land, more or less.

BEING part of the premises which The Stuyvesant Real Estate Company, by deed dated June 1, 1931 and recorded in the Office of the Clerk of the County of Erie, New York in Liber 2166 of Deeds at page 441, granted and conveyed unto the said Western New York and Pennsylvania Railway Company in fee and part of the premises which Franklin D. Locke and wife, by deed dated December 22, 1884 and recorded in the said Clerk's Office in Liber 470 of Deeds at page 434 granted and conveyed unto The Union Terminal Railroad Company of the City of Buffalo in fee and by agreement dated November 2, 1916, a certificate of which was filed in the Office of the Secretary of State of the State of New York November 12, 1917, all the property rights and franchises of The Union Terminal Railroad Company of the City of Buffalo were acquired by the said Western New York and Pennsylvania Railway Company.

BEING the same premises conveyed by Western New York and Pennsylvania Railway Company to Republic Steel Corporation by deed dated November 2, 1945, and recorded in the Erie County Clerk's Office on November 23, 1945 in Liber 3797 of Deeds at page 508.

#### **PARCEL "2"**

#### **133.17-1-6 and 133.17-1-9**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot 42, Township 10, Range 8 of the Holland Land Company' Survey, bounded and described as follows:

BEGINNING in the north line of said Lot 42 at the point of intersection of the southwesterly line of lands conveyed to the Rochester and Pittsburgh Railroad Company;

running thence westerly and along the north line of said Lot 42 – 2251.63 feet to the northeast line of lands conveyed to The Union Terminal Railroad Company; thence southeasterly and along the northeast line of said Union Terminal Railroad Company's lands about 1175 feet to the south line of said Lot 42; thence easterly and along the south line of said Lot 42 – 3076.43 feet to the southwest line of lands owned by the Rochester and Pittsburgh Railroad Company; thence northwesterly and along the southwest line of the said Rochester and Pittsburgh Railroad Company's lands about 1610 feet to the north line of said Lot 42 to the point or place of beginning; containing 65.42 acres of land, more or less.

**Part of 133.17-1-1**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, known and distinguished as Subdivisions Lots 25, 27, 29 and so much of Lot 31 lying east of the right of way of the South Buffalo Railway Company as conveyed by the deed dated November 5, 1903 and recorded in the Erie County Clerk's Office in Liber 984 of Deeds at page 412 on the 11<sup>th</sup> day of April 1904, as such subdivision lots are shown on a subdivision map of part of Lot 43, Township 10 Range 8 of the Holland Land Company's Survey and recorded in the Erie County Clerk's Office in Liber 125 of Deeds at page 332, more particularly bounded and described as follows:

BEGINNING at a point in the north line of said Lot 43 at the distance of 42 chains 37 links westerly from the northeast corner thereof and said commencing point being the northeast corner of said Subdivision Lot 25; running thence south – southerly and parallel with the east line of said Lot 43 – 13 chains 22 links to the south line of said Lot 43; thence westerly along said line of Lot 43 to the intersection of said line of Lot 43 with the easterly bounds of the said right of way of the South Buffalo Railway Company; thence running northeasterly and

northwesterly along the east bounds of the said right of way of the South Buffalo Railway Company to a point in the north line of said Lot 43 where the same is intersected by the easterly bounds of the right of way of said South Buffalo Railway Company and thence easterly along the north line of said lot 43 to the point or place of beginning.

EXCEPTING and reserving therefrom all that certain tract, piece or parcel of land taken and acquired by the City of Buffalo pursuant to Chapter 557 of the Laws of 1887 by an Order of the Superior Court of Buffalo dated April 3, 1891 and recorded May 6, 1891 in the Erie County Clerk's Office in Liber 609 of Deeds at page 374.

ALSO excepting and reserving therefrom all the certain tract, piece or parcel of land taken or acquired by the City of Buffalo pursuant to an Order of the Supreme Court Erie County dated October 23, 1903 and recorded October 24, 1903 in the Erie County Clerk's Office in Liber 981 of Deeds at page 238.

ALSO excepting and reserving therefrom all that certain tract, piece or parcel of land conveyed to the South Buffalo Railroad Company by Henry K. Kirkover and Emma J. Kirkover, his wife, and Henry Koons, a bachelor, by deed dated November 5, 1903 and recorded on April 11, 1904 in the Erie County Clerk's Office in Liber 984 of Deeds at page 412.

ALSO excepting and reserving therefrom all that certain tract, piece or parcel of land conveyed to the City of Buffalo by Henry K. Kirkover and Emma J. Kirkover, his wife, by deed dated December 29, 1904 and recorded January 27, 1905 in the Erie County Clerk's Office in Liber 1005 of Deeds at page 369.

ALSO excepting the fee of the lands within the limits of Marilla Street, as now laid out.

BEING parcel 12 conveyed by Donner Steel Company, Inc. to Republic Steel Corporation by deed dated April 8, 1930, and recorded in the Erie County Clerk's Office on April 11, 1930, in Liber 2092 of Deeds at Page 481.

**Part of 133.17-1-1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, Erie County, New York, being a part of Lot Number 43, of the Buffalo Creek Indian Reservation, bounded and described as follows:

BEGINNING at a point in the center line of Marilla Street, distant 92.73 feet eastwardly from its intersection with the center line of South Buffalo Railway Company as originally laid out, said point of beginning being the northeast corner of lands conveyed by Henry D. Kirkover and deeded to South Buffalo Railway Company by quit claim deed dated November 5<sup>th</sup>, 1903 and recorded in the Erie County's Office on April 11, 1904 in Liber 984 at page 412; thence continuing along the present right of way line of South Buffalo Railway Company south 20° 27' east 630.24 feet to a point; thence south 48° 37' west 417.18 feet to a point; thence north 25° 36' 20" west 67.71 feet to a point; thence along a curved line running east and north, said line being parallel with and distant 21 feet from the center line of the main line of the railway of South Buffalo Railway Company, said curve having a radius of 533.38 feet and a length of arc of 629.96 feet to a point; thence continuing parallel with and 21 feet distant from the center line of aforementioned main line north 20° 27' west 211.68 feet to a point; thence north 76° 52' 29" east 47.69 feet to a point; thence north 20° 27' west 20 feet to a point in the center line of Marilla Street, said point being 73.64 feet eastwardly from the intersection of the center line of said main line and center line of Marilla Street; thence along said center line of Marilla Street south 88° 29' east 19.09 feet to the point of beginning, containing in all 2.031 acres more or less.

**133.13-1-8**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots 17 and 18 of the Ogden Gore Tract and part of Subdivision Lots 26, 28, 30, and 32 of Great Lot 44 of the Buffalo Creek Indian Reservation as set forth on a subdivision map in Liber 125 of Deeds at page 332 in the Erie County Clerk's Office and more particularly described as follows:

BEGINNING at a point of intersection of the center line of Marilla Street with the westerly line of Subdivision Lot 24; thence northerly along the westerly line of Subdivision Lot 24, 93.75 feet to the southerly line of lands deeded to the Buffalo, Rochester & Pittsburgh Railroad by Rufus L. Howard by deed dated October 31<sup>st</sup>, 1883; thence northwesterly along the southerly line of land of the Buffalo, Rochester & Pittsburg Railroad about 1810.61 feet to the easterly line of land conveyed by the Estate of Rufus L. Howard to the South Buffalo Railroad Company by deed dated September 15, 1900; thence southerly along the easterly line of land of the South Buffalo Railroad Company and a prolongation southerly thereof, 1341.59 feet to the center line of Marilla Street; thence easterly along center line of Marilla Street, a distance of about 897.45 feet to the southwesterly corner of Subdivision Lot 24 at the point or place of beginning.

SAID premises being further described as Block D on a certain map or survey made for Howard & Randall by George C. Diehl, Civil Engineer, and filed in the Erie County Clerk's Office under date of March 11, 1918 under Cover 1006, containing 14.33 acres of land, be the same more or less.

BEING parcel 9 conveyed by Donner Steel Company, Inc. to Republic Steel Corporation by deed dated April 8, 1930, and recorded in Erie County Clerk's Office on April 11, 1930, in Liber 2092 of Deeds at Page 481.

**PARCEL "3"**

**(Parcel 1) – 132.16-1-9**

ALL those 3 certain lots of pieces of land, situate, lying and being in the City of Buffalo, County of Erie, State of New York, bounded and described as follows:

BEGINNING at a point at the intersection of the northerly line of Marilla Street with the easterly line of lands as conveyed to Franklin D. Locke, Trustee, by Rufus L. Howard and wife, and now owned or occupied by the Western New York and Pennsylvania Railroad Company; thence northwardly along said easterly line at an interior angle of  $112^{\circ} 0' 20''$  with said northerly line of Marilla Street 1852.16 feet, more or less, to a point; thence along the westerly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Rufus L. Howard and Maria, his wife, by deed dated October 10, 1882 and recorded in the Office of the Clerk of the County of Erie in Liber 446 of Deeds at page 2, the following 2 courses and distances:

1. Easterly at an interior angle of  $106^{\circ} 08'$  - 87.22 feet and southwardly by a curve to the left with a radius of 1966.58 feet, a distance of 373.26 feet to a point distant 108 feet westwardly at right angles to the center line of the South Buffalo Railway Company main line;
2. Thence southwardly parallel and distant 108 feet from said center line 1617.98 feet, more or less, to a point on the said northerly line of Marilla Street; thence westwardly along said northerly line at an interior angle of  $68^{\circ} 2'$  – 236.36 feet to the place of beginning.

Containing 9.106 acres of land, more or less.

**(Parcel 2) – Part of 132.12-1-7.1**

BEGINNING at a point at the intersection of the southerly line of Tifft Street with the easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Rufus L. Howard and Maria, his wife, by deed dated October 10, 1882 and recorded in the Office of the Erie County Clerk in Liber 446 of Deeds at page 2; thence eastwardly along said southerly line of Tifft Street 189.77 feet to a point, distant 26.23 feet westwardly at right angles to the center line of the South Buffalo Railway Company main line; thence southwardly at an interior angle of  $88^{\circ} 23' 22''$  with said southerly line of Tifft Street 1286 feet, more or less, to a point, distant 62 feet westwardly at right angles to the said center line of said South Buffalo Railway Company main line; thence northwardly along the said easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by said deed dated October 10, 1882 to the place of beginning; containing 4.174 acres of land, more or less.

**(Parcel 3) – Part of 132.12-1-7.1**

BEGINNING at a point at the intersection of the center line of the Tifft Street with the easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Fred B. Curtis and Harriet N., his wife, by deed dated September 18, 1882 and recorded in the Office of the Clerk of the County of Erie in Liber 446 of Deeds at page 27; thence along said right of way line the following 2 courses and distance:

1. Northwardly 660 feet to a point and eastwardly and parallel to Tifft Street 150 feet to a point; thence along a line of land of the South Buffalo Railway Company southwardly and parallel to said easterly right of way line as conveyed to the Rochester and

Pittsburgh Railroad Company by said deed dated September 18, 1882 – 660 feet to a point in said center line of Tifft Street;

2. Thence westwardly along said center line 150 feet to the place of beginning.

Containing 2.273 acres of land, more or less.

Parcel 3 BEING parcels 1 through 3 conveyed by Bethlehem Steel Company to Republic Steel Corporation by deed dated March 29, 1945, and recorded in Erie County Clerk's Office on September 4, 1945, in Liber 3756 of Deeds at Page 183.

#### **PARCEL "4"**

##### **(Tract One) – 132.16-1-11.2**

THE TRACT OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 44, Township 10 North, Range 8 West, of the Buffalo Creek Indian Reservation and parts of Lots 17 and 18 of the Ogden Gore, bounded and described as follows:

BEGINNING at a TRUE POINT OF BEGINNING determined as follows:

BEGINNING at the intersection of the center line of the right of way of Marilla Street, a street 49.50 feet in width with the easterly line of land now or formerly of Norfolk and Western Railroad Company; thence along said center line of Marilla Street south  $88^{\circ} 40' 22''$  east 445.87 feet; thence north  $20^{\circ} 27' 00''$  west, 26.65 feet to the northerly line of said right of way of Marilla Street, a southwesterly corner of a tract of land of the grantor, said TRUE POINT OF BEGINNING; thence along said northerly line of right of way of Marilla Street north  $88^{\circ} 40' 22''$  west, 209.51 feet to southeasterly corner of another tract of land of the grantor; thence along said last-mentioned tract of land north  $20^{\circ} 27' 00''$  west, 1617.98 feet to the southwesterly line of a tract of land now or formerly of the Baltimore and Ohio Railroad Company; thence along said last-mentioned tract of land the following 2 courses and distances:

1. Southeastwardly by a curve to the left the radius of which is 1966.58 feet and the chord of which bears south  $48^{\circ} 05' 19''$  east 55.25 feet an arc distance of 55.25 feet; and
2. South  $48^{\circ} 53' 36''$  east 354.68 feet to a northwesterly corner of the first above-mentioned tract of land of the grantor; thence along said last-mentioned tract of land south  $20^{\circ} 27' 00''$  east 232.56 feet to a corner of a tract of land now or formerly of Buffalo Sintering Corporation; thence along said last-mentioned tract of land, the following 4 courses and distances:
  1. South  $20^{\circ} 27' 00''$  east 85.00 feet;
  2. South  $69^{\circ} 33' 00''$  west, 50.00 feet;
  3. South  $20^{\circ} 27' 00''$  East, 430.00 feet and
  4. North  $69^{\circ} 33' 00''$  east 50.00 feet; thence partly along said last mentioned tract of land and partly along the first above-mentioned tract of land of the grantor south  $20^{\circ} 27' 00''$  east 587.33 feet to the said TRUE POINT OF BEGINNING.

**(Tract Two) – 132.20-1-2.2**

THE TRACT OF LAND, situate in the City of Buffalo, Erie County, New York, being parts of Lots 42 and 43, Township 10 North, Range 8 West of the Buffalo Creek Indian Reservation, that is bounded and described as follows:

BEGINNING at a TRUE POINT OF BEGINNING determined as follows:

BEGINNING at the intersection of the center line of the right of way of Marilla Street, a street 49.50 feet in width with the easterly line of land now or formerly of Norfolk and Western Railroad Company; thence along said center line of Marilla Street south  $88^{\circ} 40' 22''$  east 426.78 feet to a northwesterly corner of a tract of land of the grantor, said TRUE POINT OF BEGINNING; thence in and through said Marilla Street the following 2 courses and distances:

1. South 20° 27' 00" east 20 feet;
2. South 84° 03' 32" west 48.83 feet to the southerly line of said right of way of Marilla Street; thence the following 4 courses and distances:
  1. South 20° 27' 00" east 218.39 feet;
  2. Southwestwardly by a curve to the right the radius of which is 533.39 feet and the chord of which bears south 13° 00' 51" west 588.24 feet, an arc distance of 623.06 feet;
  3. South 20° 27' 00" east 70 feet; and
  4. South 48° 30' 23" west 52.19 feet to the easterly line of a tract of land now or formerly of Norfolk and Western Railroad Company; thence along said last-mentioned tract of land the following 3 courses and distances:
    1. North 20° 27' 00" west 28.70 feet;
    2. South 86° 29' 08" east 26.29 feet;
    3. North 20° 27' 00" west 163.69 feet to a southwesterly corner of another tract of land of the grantor; thence along said last-mentioned tract of land the following 2 courses and distances:
      1. Northeastwardly by a curve to the left the radius of which is 438.39 feet and the chord of which bears north 12° 07' 02" east 471.96 feet, an arc distance of 498.37 feet;
      2. North 20° 27' 00" west 283 feet to the above-mentioned center line of Marilla Street; thence along said center line south 88° 40' 22" east 153.20 feet to said TRUE POINT OF BEGINNING.

BEING Tract One and Tract Two conveyed by South Buffalo Railway Company to LTV Steel Company, Inc., by deed dated December 7, 1989, and recorded in Erie County Clerk's Office on December 27, 1989, in Liber 10122 of Deeds at Page 58.

**PARCEL "5"**

**132.16-1-13 and 132.16-1-14**

**(Parcel 1)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and state of New York, being part of Lots Nos. 17 and 18 of the Ogden Gore Tract and part of Lot No. 44, Township 10, Range 8 of Holland Land Company's Survey, more particularly bounded and described as follows:

BEGINNING at point in the easterly line of right of way of the South Buffalo Railroad Company, distant along the said easterly line 209 feet southerly from a monument at the point of intersection of the said easterly line with the southwesterly line of the right of way of the Buffalo, Rochester & Pittsburg Railway Company, the said point of beginning being the point of intersection of the said easterly line of said right of way of the South Buffalo Railroad Company with a line drawn parallel with and distant 100 feet southwesterly from the said southwesterly line of the said right of way of the Buffalo, Rochester & Pittsburg Railway Company, measured at right angles thereto; running thence southerly along the said easterly line of the said right of way of the South Buffalo Railroad Company, a distance of 599 feet; running thence easterly at right angles with the said easterly line of the said right of way of the South Buffalo Railroad Company, a distance of 140 feet; running thence northerly on a line parallel with the said easterly line of said right of way of the South Buffalo Railroad Company, a distance of 342.06 feet to the point of intersection of the said parallel line with the said line drawn parallel with and distant 100 feet southwesterly from the said southwesterly line of said right of way of the Buffalo, Rochester & Pittsburg Railway Company measured at right angles thereto; running thence northwesterly along the said line drawn parallel with and distant 100 feet southwesterly

from the said southwesterly line of said right of way of the Buffalo, Rochester & Pittsburg Railway Company measured at right angles thereto, a distance of 292.62 feet to the point or place of beginning.

**(Parcel 2)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 44, Township 10, Range 8 of the Holland Land Company's Survey, and more particularly bounded and described as follows:

BEGINNING at a point of intersection of the northerly line of Marilla Street with a line drawn parallel with and distant 10 feet easterly from the easterly line of the right of way of the South Buffalo Railroad Company, measured at right angles thereto; running thence northerly along the said parallel line, a distance of 10 feet; running thence easterly on a line drawn parallel with the said northerly line of Marilla Street, distance of 20 feet; running thence southerly on a line drawn parallel with the said easterly line of said right of way of the Buffalo Railroad Company, a distance of 10 feet to the northerly line of Marilla Street; running thence westerly along the said northerly line of Marilla Street, distance of 20 feet to the point of the point or place of beginning.

**(Parcel 3)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots 17 and 18 of the Ogden Gore Tract and part of Lot 44, Township 10, Range 8 of the Holland Land Company's Survey and more particularly bounded and described as follows:

BEGINNING at a point in the northerly line of Marilla Street where the same is intersected by the easterly line of the right of way of the South Buffalo Railroad Company;

running thence northerly along the said easterly line of the said right way of the South Buffalo Railroad Company to the point of intersection of the said easterly line with the southerly line of Parcel 1 hereinabove described; running thence easterly along the said southerly line of said Parcel 1 hereinabove described, a distance of 10 feet; running thence southerly on a line parallel with the said easterly line of said right of way of the South Buffalo Railway Company to the point of intersection of the said parallel line with said northerly line of Marilla Street; running thence westerly along the said northerly line of Marilla Street about 10 feet to the point or place of beginning.

**(Parcel 4)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot 17 and 18 of the Ogden Gore Tract and being further bounded and described as follows:

BEGINNING at a point in the easterly right of way line of the South Buffalo Railroad Company, said point being southerly along said right of way line 85 feet from intersection of said right of way line with the northerly line of lands conveyed to Buffalo Sintering Corporation by deed recorded in the Erie County Clerk's Office in Liber 1741 of Deeds at page 391; running thence southerly along said right of way line a distance of 430 feet to a point; running thence westerly at right angles to the said right of way line a distance of 50 feet to a point; running thence northerly parallel to and 50 feet distant from right of way line a distance of 430 feet to a point; thence at right angles to the last mentioned line a distance of 50 feet to the point or place of beginning.

Parcel 5 BEING parcels 1 through 4 conveyed by the City of Buffalo to LTV Steel Company, Inc. by deed dated April 14, 1992, and recorded in Erie County Clerk's Office on April 15, 1992, in Liber 10428 of Deeds at Page 163.

**Parcel "5 A"**

**133.17-1-2**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 43, Township 10 and Range 8 of the James Sperry's Survey of the Buffalo Creek Reservation, more particularly bounded and described as follows:

COMMENCING at a point in the southerly line of Marilla Street, distant 372.63 feet westerly from the point of intersection of said southerly line of Marilla Street with the westerly line of Hopkins Street, said point of beginning also being the point of intersection of the said southerly line of Marilla Street and the southwesterly line of a new street conveyed to the City of Buffalo by Elmwood Improvement Company by deed dated the 5<sup>th</sup> day of October, 1917 and recorded in the Office of the Clerk of the County of Erie, New York, in Liber 1368 of Deeds at page 400 on the 30<sup>th</sup> day of October, 1917; running thence west along the southerly line of Marilla Street 75.31 feet to the easterly line of premises now or formerly owned by Republic Steel Corporation; thence south along the east line of the premises now or formerly owned by Republic Steel Corporation 847.77 feet to the south line of said Lot No. 43; thence east along the south line of said Lot No. 43, 375.99 feet to the southwesterly corner of a certain parcel of land appropriated or to be appropriated by the State of New York from Elmwood Improvement Company as shown and described on a map designated as follows: PUBLIC SERVICE COMMISSION OF CASE NO. 8453 HOPKINS STREET AND MARILLA STREET, Grade

Crossing Elimination of Buffalo, Rochester and Pittsburgh Railway, Operated by the Baltimore and Ohio Railroad, Map No. 2, Parcel 2, Elmwood Improvement Company (reputed owner) filed in the Office of the Department of State of the State of New York on the 24<sup>th</sup> day of August 1938; thence northerly along the westerly line of the said parcel of land so appropriated or to be appropriated by the State of New York from Elmwood Improvement Company, as aforesaid, 614.87 feet, more or less, to the southwesterly line of the premises so conveyed to the City of Buffalo by Elmwood Improvement Company as aforesaid; and thence northwesterly along the southwesterly line of the premises so conveyed to the City of Buffalo by Elmwood Improvement Company as aforesaid 369.14 feet to the point or place of beginning.

BEING the premises conveyed by Albert Fox to Republic Steel Corporation by deed dated August 12, 1942, and recorded in Erie County Clerk's Office on August 12, 1942, in Liber 3285 of Deeds at Page 290.

#### **PARCEL "6"**

##### **Marilla Street**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being all that portion of Marilla Street laying west of Hopkins Street in Lots 18, 43 and 44 of the Buffalo Creek Indian Reservation in Township 11, Range 8 of the Holland Land Company's Survey and being more particularly described as follows:

BEGINNING at the northerlymost corner of Parcel 2 of the lands taken for the Hopkins Street and Marilla Street Grade Crossing Elimination Project (Public Service Case No. 8453), said point of beginning being a point in the present southwesterly line of Marilla Street as relocated by the Grade Crossing Elimination, said point being 117.81 feet northwest of the original westerly line of Hopkins Street (66 feet wide) as measured along the extension of the

present southwesterly line of Marilla Street and running thence northerly and along the northerly extension of the westerly line of Parcel 2, 86.72 feet, more or less, to a point in the present northeasterly line of Marilla Street (66 feet wide); running thence northwesterly and along the northeasterly line of relocated Marilla Street, 311.31 feet, more or less, to a point in the original northerly line of Marilla Street (49.50 feet wide); running thence westerly and along the northerly line of Marilla Street, as originally laid out, 1761.81 feet, more or less, to the westerly terminus of Marilla Street, said terminus being the northeasterly line of the former New York Central Railroad; running thence southeasterly and along the northeasterly right of way line of the former New York Central Railroad, 53.39 feet, more or less, to a point in the southerly line of Marilla Street (49.50 feet wide); running thence easterly and along the southerly line of Marilla Street, 1692.32 feet, more or less, to its point of intersection with the southwesterly line of Marilla Street relocated; running thence southeasterly and along the southwesterly line of relocated Marilla Street (66 foot wide), 369.14 feet, more or less, to the point of beginning; containing 2.478 acres of land, more or less.

BEING a portion of the premises conveyed by the City of Buffalo to LTV Steel Company, Inc. by deed dated April 14, 1992, and recorded in Erie County Clerk's Office on April 15, 1992, in Liber 10428 of Deeds at Page 160.

**EXHIBIT A**

**AREA II**

**PARCEL "A"**

**132.08-1-6 and 6A**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, begin part of Ogden Gore Lot Numbers 16 and 17 and being more particularly described as follows:

BEGINNING at a point on the west boundary line of Abby Street 120.83 feet northerly from the intersection of the center line of Bell Street with the west boundary line of Abby Street; thence northerly along the west boundary line of Abby Street 586.17 feet more or less to a point at the southeast corner of lands conveyed by Geraldine M. Grob to Donner-Hanna Coke Corporation under deed dated October 16, 1928 and recorded October 26, 1928 in Liber 1986 at page 500; thence westerly and at right angles with Abby Street and along the southerly boundary line of the said lands conveyed by Geraldine M. Grob and along the southerly boundary line of lands conveyed by National Fuel Gas Supply Corporation to Donner-Hanna Coke Corporation under deed dated October 14, 1977 and recorded November 30, 1977 in the Erie County Clerk's Office in Liber 8591 at page 548, a distance of 471.85 feet to a point, said point being a turning point along the southerly boundary line of the said lands conveyed by National Fuel Gas Supply Corporation; thence southwesterly and running parallel with Bell Street along the last mentioned southerly boundary line to a point, said point being the southwest corner of Subdivision Lot Number 22; thence northwesterly along the easterly property line of a parcel of land acquired by Donner-Union Coke Corporation under deed dated June 26, 1918 and recorded June 27, 1918 in Liber 1384 at page 303, a distance of 60 feet more or less to a point, said point now being on the

northerly property line of property formerly owned by Donner-Hanna Coke Corporation; thence in a southwesterly direction along said northerly property line of Donner-Hanna Coke Corporation, a distance of 600 feet more or less to a point; said point being the southeast corner of lands conveyed by Donner-Union Coke Corporation to August Feine under deed dated June 26, 1918 and recorded in Liber 1415 at page 91; thence southwesterly along the southerly boundary line of the said lands conveyed by Donner-Union Coke Corporation, a distance of 248 feet more or less to the southwest corner of the said lands conveyed by Donner-Union Coke Corporation; thence northerly and at right angles, a distance of 235 feet more or less to the south bounds of the lands of the Delaware, Lackawanna & Western Railroad; thence westerly, northwesterly and southerly along the said south bounds of said Railroad Company's land and the east bounds of the lands of the South Buffalo Railway Company 1909.35 feet more or less to the center line of Bell Street; thence continuing southerly along the easterly boundary line of the South Buffalo Railway Company 287.94 feet more or less to the lands conveyed by Bethlehem Steel Corporation to Republic Steel Corporation under deed dated June 24, 1968 and recorded June 27, 1968 in Liber 7482 at page 400; thence along the said lands conveyed by Bethlehem Steel Corporation the following courses and distances:

1. Eastwardly and at right angles to the said last mentioned easterly boundary line of the South Buffalo Railway Company 47.3 feet more or less to a point;
2. Thence northwardly by a curve to the right with a radius of 360.7 feet, a distance of 480.73 feet more or less to a point;
3. Thence northwardly and at right angles to the center line of Bell Street 14.5 feet more or less to a point in the center line of Bell Street, as formerly laid out;

4. Thence easterly along said center line and extension of same center line of Bell Street, being also the northerly boundary line of the said lands conveyed by Bethlehem Steel Corporation, a distance of 1711.5 feet more or less to the westerly boundary line of Abby Street and the point of beginning.

**PARCEL "B"**

**122.20-1-21**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being parts of Ogden Gore Lot Number 16, being more particularly described as follows:

BEGINNING at the intersection of the southerly line of Baraga Street with the westerly line of Abby Street; thence running southerly along the westerly line of Abby Street 130.46 feet, more or less, to a point forming the northeast corner of lands conveyed to Donner-Union Coke Corporation by William H. Donner and Dora B. Donner under deed dated July 24, 1917 and recorded July 30, 1917 in the Erie County Clerk's Office in Liber 1357 of Deeds at page 610; thence westerly at right angles with Abby Street and along the northeasterly line of the said lands conveyed by William H. Donner and Dora B. Donner 471.85 feet, more or less, to a point, said point being a turning point along the northeasterly line of said lands conveyed by William H. Donner and Dora B. Donner; thence southwesterly and parallel with Baraga Street to a point forming the southwest corner of Subdivision Lot Number 22 as shown on map filed in the Erie County Clerk's Office under Cover Number 487; thence northwesterly and at right angles with Baraga Street along the westerly boundary line of Subdivision Lot Number 22, 113 feet, more or less, to the southerly line of Baraga Street; thence northeasterly and easterly along the southerly line of Baraga Street to the point of BEGINNING.

**PARCEL "C"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Mary A. Pyne, John J. O'Brien, Barbara J. O'Brien and Leonard C. Lovallo to Donner-Hanna Coke Corporation under deed dated March 23, 1977 and recorded March 28, 1977 in the Erie County Clerk's Office in Liber 8492 of Deeds at page 393 and being more particularly described as follows:

Subdivision Lots Numbers 57, 58, 59, and 60 according to map filed in the Erie County Clerk's Office under Cover Number 562; also, Subdivision Lot Number 62 in Block 23 according to map filed in the Erie County Clerk's Office under Cover Number 638; also, Subdivision Lots Numbers 14 through 18, inclusive, in Block "A" according to map filed in the Erie County Clerk's Office under Cover Number 245 and the additional land described as follows:

BEGINNING at a point on the northerly boundary line of Baraga Street (formerly Scranton Street) 360 feet westerly from its intersection with the westerly line of Abby Street, the said point being the intersection of the easterly boundary line of Subdivision Lot Number 14 extended and the northerly boundary line of Baraga Street; thence northerly and parallel with Abby Street 30 feet to the southerly line of Subdivision Lot Number 14 in the aforesaid Block "A"; thence westerly and parallel with Baraga Street along said southerly line 60 feet to the southwest corner of Subdivision Lot Number 15 in the aforesaid Block "A"; thence southerly along the extension of the westerly boundary line of Subdivision Lot Number 15 and at right

angles with Baraga Street 30 feet to the northerly line of Baraga Street; thence easterly along the northerly line of Baraga Street 60 feet, more or less, to the point of beginning.

**PARCEL "D"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Vincent J. Muffoletto, Commissioner of Finance of the County of Erie, to Donner-Hanna Coke Corporation under deed dated May 6, 1976 and recorded June 16, 1976 in the Erie County Clerk's Office in Liber 8400 of Deeds at page 201 and being more particularly described as follows:

Subdivision Lot Number 61, Serial Number 946, 314 Abby, west side, 30 North Baraga, 34 feet by 120 feet.

**PARCEL "E"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and more particularly described as follows:

BEGINNNING at a point on the northerly line of Baraga Street 120 feet west of the intersection of the west line of Abby Street and the north line of Baraga Street, said point being the southwest corner of Subdivision Lot Number 62; thence westerly along the northerly line of Baraga Street 240 feet to the southwest corner of lands conveyed to Donner-Hanna Coke Corporation under deed dated March 23, 1977 and recorded March 28, 1977 in the Erie County Clerk's Office in Liber 8492 of Deeds at page 393; thence northerly and at right angles with the

north line of Baraga Street along the easterly line as well as the extension of the same easterly line of Subdivision Lot Number 14 in Block "A" under Cover Number 245 in the Erie County Clerk's Office, a distance of 199.92 feet, more or less, to the southerly line of O'Connor Avenue (formerly Lackawanna Avenue); thence easterly along the southerly line of O'Connor Avenue 240 feet, more or less, to the northwest corner of Subdivision Lot Number 57 as filed under Cover Number 562 in the Erie County Clerk's Office; thence southerly along the westerly boundary line of Subdivision Lots Numbers 57 through 62, inclusive, as filed under Cover Numbers 562 and 638 in the Erie County Clerk's Office, a distance of 199.92 feet, more or less, to the point of BEGINNING.

### **PARCEL "F"**

#### **Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Edmund J. Heller to Donner-Hanna Coke Corporation under deed dated October 6, 1942 and recorded May 23, 1956 in the Erie County Clerk's Office in Liber 5990 of Deeds at page 330 and being more particularly described as follows:

Subdivision Lots Numbers 19, 20 and 21 in Block "A" as shown on map filed in the Erie County Clerk's Office under Cover Number 245 and the additional land described as follows:

BEGINNING at a point in the northerly line of Baraga Street at the distance of 420 feet westerly on the intersection of the northerly line of Baraga Street with the westerly line of Abby Street; running thence northerly 30 feet; thence westerly along a line drawn parallel to Baraga Street 115.50 feet; thence southerly 30 feet to the northerly line of Baraga Street; thence easterly and along the northerly line of Baraga Street 115.50 feet to the point and place of BEGINNING.

BEGINNING at a point in the northerly line of Baraga Street, as now laid out, (formerly Scranton Street) distant 535 ½ feet westerly of the point of intersection of the northerly line of Baraga Street and the westerly line of Abby Street; running thence northerly at right angles 30 feet; thence westerly along a line drawn parallel to the southerly line of Lackawanna Street 90 feet to the easterly line of Subdivision Lot Number 26 as shown on a map filed in the Office of the Clerk of Erie County under Cover Number 638; running thence southeasterly along the last mentioned line to the northerly line of Baraga Street; thence northeasterly along the northerly line of Baraga Street 73.30 feet to the point and place of BEGINNING.

**PARCEL "G"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Georgina Seligman to Donner-Hanna Coke Corporation under deed dated and recorded August 11, 1961 in the Erie County Clerk's Office in Liber 6687 of Deeds at page 345 and being more particularly described as follows:

Subdivision Lot Number 22 in Block "A" as shown under Cover Number 245 in the Erie County Clerk's Office.

**PARCEL "H"**

**Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16 and conveyed by Fenton M. Parke to Donner-Hanna Coke Corporation under deed dated September 1, 1937 and recorded

May 23, 1956 in the Erie County Clerk's Office in Liber 5990 of Deeds at page 322 and being more particularly described as follows:

BEGINNING at a point on the north line of Baraga Street, formerly Scranton Street, as the same is laid out under Cover Number 638, 505 feet east of the easterly line of Rochester Street, which said point of beginning is the southwest corner of Subdivision Lot Number 26 in Block 23, Cover Number 638, thence at right angles about 159.20 feet to the lands of the Delaware, Lackawanna and Western Railroad property; thence northeasterly along said Railroad lands to the northwesterly corner of Subdivision Lot Number 22 in Block "A", Cover Number 245; thence southerly along the westerly line of said Subdivision Lot Number 22 in Block "A", Cover Number 245 to its intersection with the northeasterly line of Subdivision Lot Number 26 in Block 23, Cover Number 638; thence southeasterly along the northeasterly line of Subdivision Lot Number 26 in Block 23, Cover Number 638 to the north line of Baraga Street; thence westerly along the north line of said street 30 feet to the point or place of BEGINNING.

#### **PARCEL "J"**

##### **Part of 122.20-1-5.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Ogden Gore Lot Number 16, being more particularly described as follows:

Subdivision Lot Number 25 in Block 23 as shown under Cover Number 638 in the Erie County Clerk's Office and conveyed by Fenton M. Parke and Margaret Kidd Parke to Donner-Union Coke Corporation under deed dated February 24, 1919 and recorded April 7, 1919 in the Erie County Clerk's Office in Liber 1428 of Deeds at page 162.

Subdivision Lots Numbers 15 and 16 in Block 23 as shown under Cover Number 487 in the Erie County Clerk's Office and conveyed by Fenton M. Parke and Margaret Kidd Parke to Donner-Union Coke Corporation under deed dated August 22, 1917 and recorded October 8, 1918 in the Erie County Clerk's Office in Liber 1399 of Deeds at page 307.

BEING parcels A through H, and J conveyed by Donner-Hanna Coke Corporation to LTV Steel Company Inc., formerly known as Republic Steel Corporation, and Hanna Furnace Corporation, by deed dated December 10, 1992, and recorded in the Erie County Clerk's Office on December 30, 1992 in Liber 10584 of Deeds at page 263.

#### **AREA IV**

#### **PARCEL "L"**

#### **Part of 132.12-1-10.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of the Ogden Gore Lot No. 17, and being more particularly described as follows:

BEGINNING at a point in the westerly line of Abby Street with the northerly line of Providence Street, which point is northerly 364.68 feet more or less measured along the westerly line of Abby Street from its intersection with the northerly line of Tifft Street and which point is also the southeasterly corner of Subdivision Lot No. 87 as shown on a map filed in the Erie County Clerk's Office under Cover No. 589; thence westerly along the northerly line of Providence Street which is also the southerly line of Subdivision Lots 87, and 91 through 130, inclusive, to the southwesterly corner of Subdivision Lot No. 130; thence northerly along the westerly line of Subdivision Lot No. 130 which is also on an easterly line of lands described at

Parcel "M" described in deed recorded in the Erie County Clerk's Office in Liber 10584 of Deeds at page 263 to a point at the northwesterly corner of Subdivision Lot No. 130; thence easterly along the north line of Subdivision Lot No. 130, 14.56 feet more or less to the southwest corner of Subdivision Lot No. 137, being also along a southerly line of lands described at said Parcel "M"; thence north along the westerly line of Subdivision Lot No. 137 and the easterly line of Parcel "M", as aforesaid, 137.85 feet more or less to a point in the south line of Boller Street; thence continuing along the extension of the westerly line of Subdivision Lot No. 137 and an easterly line of Parcel "M", as aforesaid, a distance of 66 feet to a point in the north line of Boller Street; thence westerly along the north line of Boller Street and a northerly line of the said Parcel "M" herein, 7.91 feet to a point; thence northerly at right angles along an easterly line of the said Parcel "M", 275.70 feet to an iron pipe; thence easterly along a line parallel with Tifft Street, being also a southerly line of the said Parcel "M", a distance of 24.01 feet to an iron pipe; thence northerly at right angles to Tifft Street and being also an easterly line of the said Parcel "M", a distance of 66 feet to an iron pipe; thence westerly along a line parallel to Tifft Street and being a northerly line of the said Parcel "M", 50 feet to an iron pipe; thence northerly and along the east line of the said Parcel "M", as aforesaid, a distance of 138.04 feet more or less to an iron pipe on the southerly line of lands conveyed by Bethlehem Steel Corporation to Republic Steel Corporation under deed dated June 24, 1968 and recorded June 27, 1968 in the Erie County Clerk's Office in Liber 7482 of Deeds at page 400; thence easterly and along the southerly line of lands of Republic Steel Corporation, 1635.95 feet more or less to the westerly line of Abby Street; thence southerly along the westerly line of Abby Street, 879.14 feet more or less to the place of beginning.

THE hereinabove described property having been acquired by Donner-Hanna Coke Corporation under the following deeds filed in the Erie County Clerk's Office:

1. Deed made by Cheektowaga Plaza, Inc. to Donner-Hanna Coke Corporation dated June 16, 1952 recorded May 23, 1956 in Liber 5990 of Deeds at page 326.
2. Deed made by Cheektowaga Plaza, Inc. to Donner-Hanna Coke Corporation dated July 28, 1953 and recorded May 23, 1956 in Liber 5990 of Deeds at page 309.
3. Deed made by Herman Doran to Donner-Hanna Coke Corporation dated August 4, 1961 and recorded August 8, 1961 in Liber 6686 of Deeds at page 47.
4. Deed made by Amy Regina Juengling to Donner-Hanna Coke Corporation dated August 25, 1961 and recorded August 31, 1961 in Liber 6695 of Deeds at page 41.
5. Deed made by Ralph J. Morrow, individually and as Executor of the Last Will and Testament of Alice L. Morrow, to Donner-Hanna Coke Corporation dated December 29, 1961 and recorded January 4, 1962 in Liber 6732 of Deeds at page 83.

**PARCEL "M"**

**132.12-1-9.1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of the Ogden Gore Lot No. 17 and being more particularly described as follows:

BEGINNING at a point in the northerly line of Tifft Street 1142 feet west of the intersection of the northerly line of Tifft Street with the westerly line of Abby Street, as measured along the northerly line of Tifft Street; thence northerly 137.85 feet along the west line of Subdivision Lot No. 39 as shown under map filed in the Erie County Clerk's Office under Cover No. 589; thence westerly along a line drawn parallel to the north line of Tifft Street 45.45

feet; thence northerly at right angles and along the west line of Subdivision Lot No. 46, 170.85 as shown under Map Cover No. 589 as filed in the Erie County Clerk's Office; thence easterly and parallel with the northerly line of Tifft Street 8.23 feet to the west line of Subdivision Lot No. 130 as shown under map filed in the Erie County Clerk's Office under Cover No. 589, as extended southerly, thence northerly at right angles and along the west line of Subdivision Lot No. 130 as extended southerly 170.85 feet; thence easterly and parallel with the northerly line of Tifft Street 14.56 feet; thence northerly at right angles and along a straight line 203.85 feet to the northerly line of a street formerly known as Boller Avenue; thence westerly and parallel with the northerly line of Tifft Street 7.91 feet to a point which is 1427.40 feet westerly from the westerly line of Abby Street as measured along the northerly line of Boller Avenue; thence northerly at right angles to the aforementioned line and along a straight line 275.70 feet to the southerly line of lands conveyed by deed recorded in the Erie County Clerk's Office in Liber 1410 of Deeds at page 260; thence easterly along a line drawn parallel with the northerly line of Tifft Street 24.01 feet; thence northerly at an interior angle of  $90^{\circ} 01'$ , 66 feet; thence westerly along a line drawn parallel with the north line of Tifft Street 50 feet to a line drawn parallel with the center line of the main track of the South Buffalo Railway; thence northerly at an exterior angle of  $89^{\circ} 59'$  and along a line drawn parallel with the center line of the main track of the South Buffalo Railway 138.04 feet to the south line of land conveyed by Krull to McClintic Marshall Construction Co. by deed recorded in the Erie County Clerk's Office in Liber 2070 of Deeds at page 130; thence continuing northerly along said line drawn parallel to the center line of the main track of the South Buffalo Railway 548.85 feet to a line drawn parallel with the former center line of Bell Street and 429 feet southerly therefrom as measured at right angles thereto; thence westerly along the line drawn parallel with the former center line of Bell Street and 429

feet southerly therefrom as measured at right angles thereto 107 feet; thence southerly along a straight line 548.88 feet to a point in the south line of lands conveyed to McClintic Marshall Construction Co., as aforesaid, at a point 77 feet easterly of the center line of the main track of the South Buffalo Railway as measured along said south line of McClintic Marshall Construction Co.; thence continuing southerly along a line drawn parallel with and 77 feet easterly of the center line of the main track of the south Buffalo Railway 1163 feet to the northerly line of Tifft Street; thence easterly along the northerly line of Tifft Street 156.84 feet to the point or place of beginning; containing 4.674 acres of land, more or less.

BEING parcels L and M conveyed by Donner-Hanna Coke Corporation to LTV Steel Company Inc., formerly known as Republic Steel Corporation, and Hanna Furnace Corporation, by deed dated December 10, 1992, and recorded in the Erie County Clerk's Office on December 30, 1992 in Liber 10584 of Deeds at page 263.

**MARILLA STREET**

**PARCEL "1"**

**132.20-1-9**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the Fourth Ward in the City of Buffalo, County of Erie and State of New York, being part of Lot 18 of the Ogden Gore Tract, so called, and part of Lot 43 of the Buffalo Creek Indian Reservation, bounded and described as follows, viz:

BEGINNING at a point in the middle line of Marilla Street at a corner of land of other owners in Lot 18 of the Ogden Gore Tract and at the distance of 87.5 feet measured eastwardly and at right angles from a point in the line dividing land of the New York, Chicago and St. Louis Railroad Company on the west from land of the Western New York and Pennsylvania Railway Company on the east, said beginning point being also at the distance of 99.17 feet measured south  $85^{\circ} 9'$  east along the prolongation westwardly of said middle line of Marilla Street from a point in the line established as the center line of the main track of railroad of the Western New York and Pennsylvania Railway Company known as the Chautauqua Branch, said last-mentioned point being at the distance of 1629.5 feet measured north  $17^{\circ} 9'$  west along said center line of the main track of railroad, Chautauqua Branch, from another point therein, opposite said Railway Company's Mile Post 5.

EXTENDING from said beginning point the following 4 courses and distances:

1. South  $85^{\circ} 9'$  east along said middle line of Marilla Street, being along a southerly line of land of other owners crossing the line dividing Lot 18 in the Ogden Gore Tract on the west from the Buffalo Creek Indian Reservation on the east, passing through a point common to the northwesterly corner of Lot 43 and common to the southwesterly corner

of Lot 44, both in said Buffalo Creek Indian Reservation, and along the line dividing Lot 43 on the south from Lot 44 on the north, both in said Buffalo Creek Indian Reservation, 273.58 feet to the point of meeting with the westerly line of land of the South Buffalo Railway Company, distant 79.79 measured north  $85^{\circ} 9'$  west along said middle line of Marilla Street which is coincident with said line dividing Lot 43 on the south from Lot 44 on the north from a point in the line established as the center line of railroad of the South Buffalo Railway Company and making an angle of  $68^{\circ} 2'$  therewith as measured from the westward towards the northward; the following 2 courses and distances being along said westerly line of the South Buffalo Railway Company.

2. South  $17^{\circ} 9'$  east crossing the southerly line of said Marilla Street 283 feet to a point;
3. Southwardly having said last-described course as a tangent on a curve to the right having a radius of 438.39 feet an arc length of 496.68 feet to a point at a corner of said last-mentioned land, said second course being along a line parallel with and distant westerly 74 feet at right angles from the center line of the South Buffalo Railway Company and said third course being along a line concentric with and distant westerly 74 feet radially from the center line of the South Buffalo Railway Company
4. North  $17^{\circ} 9'$  west by land of the Western New York and Pennsylvania Railway Company on a line parallel with and distant 87.5 feet measured eastwardly and at right angles from said line dividing land of the New York, Chicago and St. Louis Railroad Company on the west from land of the Western New York and Pennsylvania Railway Company on the east, recrossing said line dividing the Buffalo Creek Indian Reservation on the south from the Ogden Gore Tract on the north, being the line dividing Lot 43 in the Buffalo Creek Indian Reservation on the south from Lot 18 in the Ogden Gore Tract on the north, at

location recrossing said southerly line of Marilla Street at the westerly extremity thereof 782.9 feet to the place of beginning; containing 3.61 acres of land, more or less.

BEING part of the premises which The Stuyvesant Real Estate Company, by deed dated June 1, 1931 and recorded in the Office of the Clerk of the County of Erie, New York in Liber 2166 of Deeds at page 441, granted and conveyed unto the said Western New York and Pennsylvania Railway Company in fee and part of the premises which Franklin D. Locke and wife, by deed dated December 22, 1884 and recorded in the said Clerk's Office in Liber 470 of Deeds at page 434 granted and conveyed unto The Union Terminal Railroad Company of the City of Buffalo in fee and by agreement dated November 2, 1916, a certificate of which was filed in the Office of the Secretary of State of the State of New York November 12, 1917, all the property rights and franchises of The Union Terminal Railroad Company of the City of Buffalo were acquired by the said Western New York and Pennsylvania Railway Company.

BEING the same premises conveyed by Western New York and Pennsylvania Railway Company to Republic Steel Corporation by deed dated November 2, 1945, and recorded in the Erie County Clerk's Office on November 23, 1945 in Liber 3797 of Deeds at page 508.

### **PARCEL "2"**

#### **133.17-1-6 and 133.17-1-9**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot 42, Township 10, Range 8 of the Holland Land Company' Survey, bounded and described as follows:

BEGINNING in the north line of said Lot 42 at the point of intersection of the southwesterly line of lands conveyed to the Rochester and Pittsburgh Railroad Company; running thence westerly and along the north line of said Lot 42 – 2251.63 feet to the northeast

line of lands conveyed to The Union Terminal Railroad Company; thence southeasterly and along the northeast line of said Union Terminal Railroad Company's lands about 1175 feet to the south line of said Lot 42; thence easterly and along the south line of said Lot 42 – 3076.43 feet to the southwest line of lands owned by the Rochester and Pittsburgh Railroad Company; thence northwesterly and along the southwest line of the said Rochester and Pittsburgh Railroad Company's lands about 1610 feet to the north line of said Lot 42 to the point or place of beginning; containing 65.42 acres of land, more or less.

**Part of 133.17-1-1**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, known and distinguished as Subdivisions Lots 25, 27, 29 and so much of Lot 31 lying east of the right of way of the South Buffalo Railway Company as conveyed by the deed dated November 5, 1903 and recorded in the Erie County Clerk's Office in Liber 984 of Deeds at page 412 on the 11<sup>th</sup> day of April 1904, as such subdivision lots are shown on a subdivision map of part of Lot 43, Township 10 Range 8 of the Holland Land Company's Survey and recorded in the Erie County Clerk's Office in Liber 125 of Deeds at page 332, more particularly bounded and described as follows:

BEGINNING at a point in the north line of said Lot 43 at the distance of 42 chains 37 links westerly from the northeast corner thereof and said commencing point being the northeast corner of said Subdivision Lot 25; running thence south – southerly and parallel with the east line of said Lot 43 – 13 chains 22 links to the south line of said Lot 43; thence westerly along said line of Lot 43 to the intersection of said line of Lot 43 with the easterly bounds of the said right of way of the South Buffalo Railway Company; thence running northeasterly and northwesterly along the east bounds of the said right of way of the South Buffalo Railway

Company to a point in the north line of said Lot 43 where the same is intersected by the easterly bounds of the right of way of said South Buffalo Railway Company and thence easterly along the north line of said lot 43 to the point or place of beginning.

EXCEPTING and reserving therefrom all that certain tract, piece or parcel of land taken and acquired by the City of Buffalo pursuant to Chapter 557 of the Laws of 1887 by an Order of the Superior Court of Buffalo dated April 3, 1891 and recorded May 6, 1891 in the Erie County Clerk's Office in Liber 609 of Deeds at page 374.

ALSO excepting and reserving therefrom all the certain tract, piece or parcel of land taken or acquired by the City of Buffalo pursuant to an Order of the Supreme Court Erie County dated October 23, 1903 and recorded October 24, 1903 in the Erie County Clerk's Office in Liber 981 of Deeds at page 238.

ALSO excepting and reserving therefrom all that certain tract, piece or parcel of land conveyed to the South Buffalo Railroad Company by Henry K. Kirkover and Emma J. Kirkover, his wife, and Henry Koons, a bachelor, by deed dated November 5, 1903 and recorded on April 11, 1904 in the Erie County Clerk's Office in Liber 984 of Deeds at page 412.

ALSO excepting and reserving therefrom all that certain tract, piece or parcel of land conveyed to the City of Buffalo by Henry K. Kirkover and Emma J. Kirkover, his wife, by deed dated December 29, 1904 and recorded January 27, 1905 in the Erie County Clerk's Office in Liber 1005 of Deeds at page 369.

ALSO excepting the fee of the lands within the limits of Marilla Street, as now laid out.

BEING parcel 12 conveyed by Donner Steel Company, Inc. to Republic Steel Corporation by deed dated April 8, 1930, and recorded in the Erie County Clerk's Office on April 11, 1930, in Liber 2092 of Deeds at Page 481.

**Part of 133.17-1-1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, Erie County, New York, being a part of Lot Number 43, of the Buffalo Creek Indian Reservation, bounded and described as follows:

BEGINNING at a point in the center line of Marilla Street, distant 92.73 feet eastwardly from its intersection with the center line of South Buffalo Railway Company as originally laid out, said point of beginning being the northeast corner of lands conveyed by Henry D. Kirkover and deeded to South Buffalo Railway Company by quit claim deed dated November 5<sup>th</sup>, 1903 and recorded in the Erie County's Office on April 11, 1904 in Liber 984 at page 412; thence continuing along the present right of way line of South Buffalo Railway Company south 20° 27' east 630.24 feet to a point; thence south 48° 37' west 417.18 feet to a point; thence north 25° 36' 20" west 67.71 feet to a point; thence along a curved line running east and north, said line being parallel with and distant 21 feet from the center line of the main line of the railway of South Buffalo Railway Company, said curve having a radius of 533.38 feet and a length of arc of 629.96 feet to a point; thence continuing parallel with and 21 feet distant from the center line of aforementioned main line north 20° 27' west 211.68 feet to a point; thence north 76° 52' 29" east 47.69 feet to a point; thence north 20° 27' west 20 feet to a point in the center line of Marilla Street, said point being 73.64 feet eastwardly from the intersection of the center line of said main line and center line of Marilla Street; thence along said center line of Marilla Street south 88° 29' east 19.09 feet to the point of beginning, containing in all 2.031 acres more or less.

**133.13-1-8**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots 17 and 18 of the Ogden Gore Tract and part of

Subdivision Lots 26, 28, 30, and 32 of Great Lot 44 of the Buffalo Creek Indian Reservation as set forth on a subdivision map in Liber 125 of Deeds at page 332 in the Erie County Clerk's Office and more particularly described as follows:

BEGINNING at a point of intersection of the center line of Marilla Street with the westerly line of Subdivision Lot 24; thence northerly along the westerly line of Subdivision Lot 24, 93.75 feet to the southerly line of lands deeded to the Buffalo, Rochester & Pittsburgh Railroad by Rufus L. Howard by deed dated October 31<sup>st</sup>, 1883; thence northwesterly along the southerly line of land of the Buffalo, Rochester & Pittsburg Railroad about 1810.61 feet to the easterly line of land conveyed by the Estate of Rufus L. Howard to the South Buffalo Railroad Company by deed dated September 15, 1900; thence southerly along the easterly line of land of the South Buffalo Railroad Company and a prolongation southerly thereof, 1341.59 feet to the center line of Marilla Street; thence easterly along center line of Marilla Street, a distance of about 897.45 feet to the southwesterly corner of Subdivision Lot 24 at the point or place of beginning.

SAID premises being further described as Block D on a certain map or survey made for Howard & Randall by George C. Diehl, Civil Engineer, and filed in the Erie County Clerk's Office under date of March 11, 1918 under Cover 1006, containing 14.33 acres of land, be the same more or less.

BEING parcel 9 conveyed by Donner Steel Company, Inc. to Republic Steel Corporation by deed dated April 8, 1930, and recorded in Erie County Clerk's Office on April 11, 1930, in Liber 2092 of Deeds at Page 481.

### **PARCEL "3"**

**(Parcel 1) – 132.16-1-9**

ALL those 3 certain lots of pieces of land, situate, lying and being in the City of Buffalo, County of Erie, State of New York, bounded and described as follows:

BEGINNING at a point at the intersection of the northerly line of Marilla Street with the easterly line of lands as conveyed to Franklin D. Locke, Trustee, by Rufus L. Howard and wife, and now owned or occupied by the Western New York and Pennsylvania Railroad Company; thence northwardly along said easterly line at an interior angle of  $112^{\circ} 0' 20''$  with said northerly line of Marilla Street 1852.16 feet, more or less, to a point; thence along the westerly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Rufus L. Howard and Maria, his wife, by deed dated October 10, 1882 and recorded in the Office of the Clerk of the County of Erie in Liber 446 of Deeds at page 2, the following 2 courses and distances:

1. Easterly at an interior angle of  $106^{\circ} 08'$  - 87.22 feet and southwardly by a curve to the left with a radius of 1966.58 feet, a distance of 373.26 feet to a point distant 108 feet westwardly at right angles to the center line of the South Buffalo Railway Company main line;
2. Thence southwardly parallel and distant 108 feet from said center line 1617.98 feet, more or less, to a point on the said northerly line of Marilla Street; thence westwardly along said northerly line at an interior angle of  $68^{\circ} 2'$  - 236.36 feet to the place of beginning.

Containing 9.106 acres of land, more or less.

**(Parcel 2)** – Part of 132.12-1-7.1

BEGINNING at a point at the intersection of the southerly line of Tiffit Street with the easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Rufus L. Howard and Maria, his wife, by deed dated October 10, 1882 and recorded in the

Office of the Erie County Clerk in Liber 446 of Deeds at page 2; thence eastwardly along said southerly line of Tifft Street 189.77 feet to a point, distant 26.23 feet westwardly at right angles to the center line of the South Buffalo Railway Company main line; thence southwardly at an interior angle of  $88^{\circ} 23' 22''$  with said southerly line of Tifft Street 1286 feet, more or less, to a point, distant 62 feet westwardly at right angles to the said center line of said South Buffalo Railway Company main line; thence northwardly along the said easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by said deed dated October 10, 1882 to the place of beginning; containing 4.174 acres of land, more or less.

**(Parcel 3) – Part of 132.12-1-7.1**

BEGINNING at a point at the intersection of the center line of the Tifft Street with the easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Fred B. Curtis and Harriet N., his wife, by deed dated September 18, 1882 and recorded in the Office of the Clerk of the County of Erie in Liber 446 of Deeds at page 27; thence along said right of way line the following 2 courses and distance:

1. Northwardly 660 feet to a point and eastwardly and parallel to Tifft Street 150 feet to a point; thence along a line of land of the South Buffalo Railway Company southwardly and parallel to said easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by said deed dated September 18, 1882 – 660 feet to a point in said center line of Tifft Street;
2. Thence westwardly along said center line 150 feet to the place of beginning.

Containing 2.273 acres of land, more or less.

Parcel 3 BEING parcels 1 through 3 conveyed by Bethlehem Steel Company to Republic Steel Corporation by deed dated March 29, 1945, and recorded in Erie County Clerk's Office on September 4, 1945, in Liber 3756 of Deeds at Page 183.

**PARCEL "4"**

**(Tract One) – 132.16-1-11.2**

THE TRACT OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 44, Township 10 North, Range 8 West, of the Buffalo Creek Indian Reservation and parts of Lots 17 and 18 of the Ogden Gore, bounded and described as follows:

BEGINNING at a TRUE POINT OF BEGINNING determined as follows:

BEGINNING at the intersection of the center line of the right of way of Marilla Street, a street 49.50 feet in width with the easterly line of land now or formerly of Norfolk and Western Railroad Company; thence along said center line of Marilla Street south  $88^{\circ} 40' 22''$  east 445.87 feet; thence north  $20^{\circ} 27' 00''$  west, 26.65 feet to the northerly line of said right of way of Marilla Street, a southwesterly corner of a tract of land of the grantor, said TRUE POINT OF BEGINNING; thence along said northerly line of right of way of Marilla Street north  $88^{\circ} 40' 22''$  west, 209.51 feet to southeasterly corner of another tract of land of the grantor; thence along said last-mentioned tract of land north  $20^{\circ} 27' 00''$  west, 1617.98 feet to the southwesterly line of a tract of land now or formerly of the Baltimore and Ohio Railroad Company; thence along said last-mentioned tract of land the following 2 courses and distances:

1. Southeastwardly by a curve to the left the radius of which is 1966.58 feet and the chord of which bears south  $48^{\circ} 05' 19''$  east 55.25 feet an arc distance of 55.25 feet; and
2. South  $48^{\circ} 53' 36''$  east 354.68 feet to a northwesterly corner of the first above-mentioned tract of land of the grantor; thence along said last-mentioned tract of land south  $20^{\circ} 27' 00''$

east 232.56 feet to a corner of a tract of land now or formerly of Buffalo Sintering Corporation; thence along said last-mentioned tract of land, the following 4 courses and distances:

1. South 20° 27' 00" east 85.00 feet;
2. South 69° 33' 00" west, 50.00 feet;
3. South 20° 27' 00" East, 430.00 feet and
4. North 69° 33' 00" east 50.00 feet; thence partly along said last mentioned tract of land and partly along the first above-mentioned tract of land of the grantor south 20° 27' 00" east 587.33 feet to the said TRUE POINT OF BEGINNING.

**(Tract Two) – 132.20-1-2.2**

THE TRACT OF LAND, situate in the City of Buffalo, Erie County, New York, being parts of Lots 42 and 43, Township 10 North, Range 8 West of the Buffalo Creek Indian Reservation, that is bounded and described as follows:

BEGINNING at a TRUE POINT OF BEGINNING determined as follows:

BEGINNING at the intersection of the center line of the right of way of Marilla Street, a street 49.50 feet in width with the easterly line of land now or formerly of Norfolk and Western Railroad Company; thence along said center line of Marilla Street south 88° 40' 22" east 426.78 feet to a northwesterly corner of a tract of land of the grantor, said TRUE POINT OF BEGINNING; thence in and through said Marilla Street the following 2 courses and distances:

1. South 20° 27' 00" east 20 feet;
2. South 84° 03' 32" west 48.83 feet to the southerly line of said right of way of Marilla Street; thence the following 4 courses and distances:
  1. South 20° 27' 00" east 218.39 feet;

2. Southwestwardly by a curve to the right the radius of which is 533.39 feet and the chord of which bears south  $13^{\circ} 00' 51''$  west 588.24 feet, an arc distance of 623.06 feet;
3. South  $20^{\circ} 27' 00''$  east 70 feet; and
4. South  $48^{\circ} 30' 23''$  west 52.19 feet to the easterly line of a tract of land now or formerly of Norfolk and Western Railroad Company; thence along said last-mentioned tract of land the following 3 courses and distances:
  1. North  $20^{\circ} 27' 00''$  west 28.70 feet;
  2. South  $86^{\circ} 29' 08''$  east 26.29 feet;
  3. North  $20^{\circ} 27' 00''$  west 163.69 feet to a southwesterly corner of another tract of land of the grantor; thence along said last-mentioned tract of land the following 2 courses and distances:
    1. Northeastwardly by a curve to the left the radius of which is 438.39 feet and the chord of which bears north  $12^{\circ} 07' 02''$  east 471.96 feet, an arc distance of 498.37 feet;
    2. North  $20^{\circ} 27' 00''$  west 283 feet to the above-mentioned center line of Marilla Street; thence along said center line south  $88^{\circ} 40' 22''$  east 153.20 feet to said TRUE POINT OF BEGINNING.

BEING Tract One and Tract Two conveyed by South Buffalo Railway Company to LTV Steel Company, Inc., by deed dated December 7, 1989, and recorded in Erie County Clerk's Office on December 27, 1989, in Liber 10122 of Deeds at Page 58.

**PARCEL "5"**

**132.16-1-13 and 132.16-1-14**

**(Parcel 1)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and state of New York, being part of Lots Nos. 17 and 18 of the Ogden Gore Tract and part of Lot No. 44, Township 10, Range 8 of Holland Land Company's Survey, more particularly bounded and described as follows:

BEGINNING at point in the easterly line of right of way of the South Buffalo Railroad Company, distant along the said easterly line 209 feet southerly from a monument at the point of intersection of the said easterly line with the southwesterly line of the right of way of the Buffalo, Rochester & Pittsburg Railway Company, the said point of beginning being the point of intersection of the said easterly line of said right of way of the South Buffalo Railroad Company with a line drawn parallel with and distant 100 feet southwesterly from the said southwesterly line of the said right of way of the Buffalo, Rochester & Pittsburg Railway Company, measured at right angles thereto; running thence southerly along the said easterly line of the said right of way of the South Buffalo Railroad Company, a distance of 599 feet; running thence easterly at right angles with the said easterly line of the said right of way of the South Buffalo Railroad Company, a distance of 140 feet; running thence northerly on a line parallel with the said easterly line of said right of way of the South Buffalo Railroad Company, a distance of 342.06 feet to the point of intersection of the said parallel line with the said line drawn parallel with and distant 100 feet southwesterly from the said southwesterly line of said right of way of the Buffalo, Rochester & Pittsburg Railway Company measured at right angles thereto; running thence northwesterly along the said line drawn parallel with and distant 100 feet southwesterly from the said southwesterly line of said right of way of the Buffalo, Rochester & Pittsburg Railway Company measured at right angles thereto, a distance of 292.62 feet to the point or place of beginning.

**(Parcel 2)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 44, Township 10, Range 8 of the Holland Land Company's Survey, and more particularly bounded and described as follows:

BEGINNING at a point of intersection of the northerly line of Marilla Street with a line drawn parallel with and distant 10 feet easterly from the easterly line of the right of way of the South Buffalo Railroad Company, measured at right angles thereto; running thence northerly along the said parallel line, a distance of 10 feet; running thence easterly on a line drawn parallel with the said northerly line of Marilla Street, distance of 20 feet; running thence southerly on a line drawn parallel with the said easterly line of said right of way of the Buffalo Railroad Company, a distance of 10 feet to the northerly line of Marilla Street; running thence westerly along the said northerly line of Marilla Street, distance of 20 feet to the point of the point or place of beginning.

**(Parcel 3)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots 17 and 18 of the Ogden Gore Tract and part of Lot 44, Township 10, Range 8 of the Holland Land Company's Survey and more particularly bounded and described as follows:

BEGINNING at a point in the northerly line of Marilla Street where the same is intersected by the easterly line of the right of way of the South Buffalo Railroad Company; running thence northerly along the said easterly line of the said right way of the South Buffalo Railroad Company to the point of intersection of the said easterly line with the southerly line of Parcel 1 hereinabove described; running thence easterly along the said southerly line of said

Parcel 1 hereinabove described, a distance of 10 feet; running thence southerly on a line parallel with the said easterly line of said right of way of the South Buffalo Railway Company to the point of intersection of the said parallel line with said northerly line of Marilla Street; running thence westerly along the said northerly line of Marilla Street about 10 feet to the point or place of beginning.

**(Parcel 4)**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot 17 and 18 of the Ogden Gore Tract and being further bounded and described as follows:

BEGINNING at a point in the easterly right of way line of the South Buffalo Railroad Company, said point being southerly along said right of way line 85 feet from intersection of said right of way line with the northerly line of lands conveyed to Buffalo Sintering Corporation by deed recorded in the Erie County Clerk's Office in Liber 1741 of Deeds at page 391; running thence southerly along said right of way line a distance of 430 feet to a point; running thence westerly at right angles to the said right of way line a distance of 50 feet to a point; running thence northerly parallel to and 50 feet distant from right of way line a distance of 430 feet to a point; thence at right angles to the last mentioned line a distance of 50 feet to the point or place of beginning.

Parcel 5 BEING parcels 1 through 4 conveyed by the City of Buffalo to LTV Steel Company, Inc. by deed dated April 14, 1992, and recorded in Erie County Clerk's Office on April 15, 1992, in Liber 10428 of Deeds at Page 163.

**Parcel "5 A"**

**133.17-1-2**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 43, Township 10 and Range 8 of the James Sperry's Survey of the Buffalo Creek Reservation, more particularly bounded and described as follows:

COMMENCING at a point in the southerly line of Marilla Street, distant 372.63 feet westerly from the point of intersection of said southerly line of Marilla Street with the westerly line of Hopkins Street, said point of beginning also being the point of intersection of the said southerly line of Marilla Street and the southwesterly line of a new street conveyed to the City of Buffalo by Elmwood Improvement Company by deed dated the 5<sup>th</sup> day of October, 1917 and recorded in the Office of the Clerk of the County of Erie, New York, in Liber 1368 of Deeds at page 400 on the 30<sup>th</sup> day of October, 1917; running thence west along the southerly line of Marilla Street 75.31 feet to the easterly line of premises now or formerly owned by Republic Steel Corporation; thence south along the east line of the premises now or formerly owned by Republic Steel Corporation 847.77 feet to the south line of said Lot No. 43; thence east along the south line of said Lot No. 43, 375.99 feet to the southwesterly corner of a certain parcel of land appropriated or to be appropriated by the State of New York from Elmwood Improvement Company as shown and described on a map designated as follows: PUBLIC SERVICE COMMISSION OF CASE NO. 8453 HOPKINS STREET AND MARILLA STREET, Grade Crossing Elimination of Buffalo, Rochester and Pittsburgh Railway, Operated by the Baltimore and Ohio Railroad, Map No. 2, Parcel 2, Elmwood Improvement Company (reputed owner) filed in the Office of the Department of State of the State of New York on the 24<sup>th</sup> day of August 1938; thence northerly along the westerly line of the said parcel of land so appropriated or to be appropriated by the State of New York from Elmwood Improvement Company, as aforesaid,

614.87 feet, more or less, to the southwesterly line of the premises so conveyed to the City of Buffalo by Elmwood Improvement Company as aforesaid; and thence northwesterly along the southwesterly line of the premises so conveyed to the City of Buffalo by Elmwood Improvement Company as aforesaid 369.14 feet to the point or place of beginning.

BEING the premises conveyed by Albert Fox to Republic Steel Corporation by deed dated August 12, 1942, and recorded in Erie County Clerk's Office on August 12, 1942, in Liber 3285 of Deeds at Page 290.

### **PARCEL "6"**

#### **Marilla Street**

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being all that portion of Marilla Street laying west of Hopkins Street in Lots 18, 43 and 44 of the Buffalo Creek Indian Reservation in Township 11, Range 8 of the Holland Land Company's Survey and being more particularly described as follows:

BEGINNING at the northerlymost corner of Parcel 2 of the lands taken for the Hopkins Street and Marilla Street Grade Crossing Elimination Project (Public Service Case No. 8453), said point of beginning being a point in the present southwesterly line of Marilla Street as relocated by the Grade Crossing Elimination, said point being 117.81 feet northwest of the original westerly line of Hopkins Street (66 feet wide) as measured along the extension of the present southwesterly line of Marilla Street and running thence northerly and along the northerly extension of the westerly line of Parcel 2, 86.72 feet, more or less, to a point in the present northeasterly line of Marilla Street (66 feet wide); running thence northwesterly and along the northeasterly line of relocated Marilla Street, 311.31 feet, more or less, to a point in the original northerly line of Marilla Street (49.50 feet wide); running thence westerly and along the

northerly line of Marilla Street, as originally laid out, 1761.81 feet, more or less, to the westerly terminus of Marilla Street, said terminus being the northeasterly line of the former New York Central Railroad; running thence southeasterly and along the northeasterly right of way line of the former New York Central Railroad, 53.39 feet, more or less, to a point in the southerly line of Marilla Street (49.50 feet wide); running thence easterly and along the southerly line of Marilla Street, 1692.32 feet, more or less, to its point of intersection with the southwesterly line of Marilla Street relocated; running thence southeasterly and along the southwesterly line of relocated Marilla Street (66 foot wide), 369.14 feet, more or less, to the point of beginning; containing 2.478 acres of land, more or less.

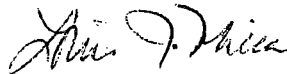
BEING a portion of the premises conveyed by the City of Buffalo to LTV Steel Company, Inc. by deed dated April 14, 1992, and recorded in Erie County Clerk's Office on April 15, 1992, in Liber 10428 of Deeds at Page 160.

**AFFIDAVIT**

STATE OF NEW YORK)  
COUNTY OF MONROE) ss:

LOUIS J. MICCA, being duly sworn, deposes and states as follows:

1. I am the attorney for Steelfields Ltd. and attached hereto is the Certificate of Good Standing for Steelfields Ltd.
2. I make this Affidavit to induce the Erie County Clerk to accept the Certificate of Good Standing for recording.



\_\_\_\_\_  
LOUIS J. MICCA

Sworn to before me this 20<sup>th</sup>  
day of November 2002.



\_\_\_\_\_  
Notary Public

**WANDA A. VANDERLEE**  
**Notary Public in the State of New York**  
**Wayne County**  
**Commission Expires December 15, 2006**

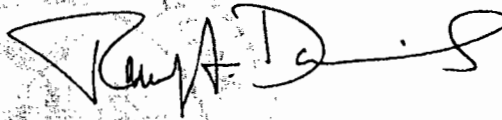
State of New York } ss:  
Department of State

I hereby certify, that the Certificate of Incorporation of STEELFIELDS LTD. was filed on 10/11/2002, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is a subsisting corporation.

I further certify, that no other documents have been filed by such Corporation.

\*\*\*

*Witness my hand and the official seal  
of the Department of State at the City  
of Albany, this 11th day of October  
two thousand and two.*



Secretary of State

200210150080 64

%%

RECEIPT  
ERIE COUNTY CLERKS OFFICE  
DAVID J SWARTS  
COUNTY CLERK

RECEIPT: 01334263    OPR: LRL

COLUCCI & GALLAHER

DESCRIPTION	TRANS AMOUNT
COUNTY	14.00
COE STATE	4.75
COE COUNTY	1.00
COE ST GEN	14.25
Total Fees	34.00

AFFIDAVIT

DATE: 12/11/2002    TIME: 11:42:04  
B/P D 11022 3233 Control# 200212110514  
1 STEELFIELDS LTD

RECEIPT TOTAL:	34.00
K CHECK	34.00
TOTAL AMOUNT TENDERED	34.00
TOTAL REFUND	.00
PAYMENT TOTAL	34.00

## CERTIFICATE OF NONFOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Steelfields, LTD. (the "Transferee") that withholding tax is not required upon the disposition of a U.S. real property interest by LTV Steel Company, Inc., f/k/a Republic Steel Corporation, a New Jersey corporation (the "Transferor"), the undersigned, on behalf of the Transferor, hereby certifies to the Transferee as follows:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. The Transferor's U.S. employer identification number is 34-0486510; and
3. The Transferor's address is:

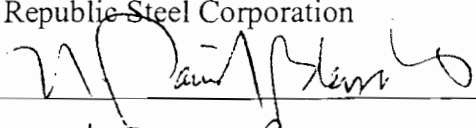
5800 Lombardo Center  
Suite 200  
Seven Hills, Ohio 44131-5044

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief that this is true, correct and complete and I further declare that I have authority to sign this document on behalf of the Transferor.

Dated: October 14, 2002

LTV STEEL COMPANY, INC.  
f/k/a Republic Steel Corporation

By: 

Name: N. DAVID BLEISCH

Title: SR. VICE PRESIDENT

## CERTIFICATE OF NONFOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Steelfields, LTD. (the "Transferee") that withholding tax is not required upon the disposition of a U.S. real property interest by The Hanna Furnace Corporation, a New York Corporation (the "Transferor"), the undersigned, on behalf of the Transferor, hereby certifies to the Transferee as follows:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. The Transferor's U.S. employer identification number is 38-0624830; and
3. The Transferor's address is:

4100 Edison Lakes Parkway  
Mishawaka, IN 46545-3440

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief that this is true, correct and complete and I further declare that I have authority to sign this document on behalf of the Transferor.

Dated: October 15, 2002

THE HANNA FURNACE CORPORATION

By: *David J. Thompson*

Name: *David J. Thompson*

Title: *Vice President*

## ATTENDANCE LIST FOR CLOSING STATEMENT

<u>NAME</u>	<u>COMPANY</u>	<u>REPRESENTING</u>
Marcia L. Grimes	Babst, Calland, Clements & Zomnir	Hanna Furnace
Donald C. Bluedorn	Babst, Calland, Clements & Zomnir	Hanna Furnace
Elton L. Parker	Squire, Sanders & Dempsey	LTV Steel Company
Van Carson	Squire, Sanders & Dempsey	LTV Steel Company
John Kolaga	Jaekle, Fleischman	City of Buffalo
Richard Stanton	BURA	BURA
Lou Micca	Lou J. Micca, Esq.	Steelfields, LTD
Paul Werthman	Steelfields, LTD	Steelfields, LTD
Richard Palumbo	Steelfields, LTD	Steelfields, LTD
Amanda Marshall	Key Bank	Key Bank
Kitty Goff	Key Bank	Key Bank
Maura Desmond	NYSDEC	NYSDEC
Joseph Ryan	NYSDEC	NYSDEC
Tim Hoffman	NYS Attorney General	New York State
Gary E. Smith	Steelfields, LTD.	New York State
Melanie C. Marotto	Colucci & Gallaher, P.C.	Hanna Furnace
John J. Marchese	Colucci & Gallaher, P.C.	Hanna Furnace
Ronald J. Werhnyak	Hanna Furnace Corp.	Hanna Furnace