

REED SMITH SHAW & McCLAY

MAILING ADDRESS:
P.O. BOX 2009
PITTSBURGH, PA 15230-2009

FACSIMILE 412-288-3063

WRITER'S DIRECT DIAL NUMBER
(412) 288-4582

435 SIXTH AVENUE
PITTSBURGH, PA 15219-1886
412-288-3131

WASHINGTON, DC
PHILADELPHIA, PA
HARRISBURG, PA
McLEAN, VA
PRINCETON, NJ

APR 3 1995
19342
105-11-22 PM

VIA AIRBORNE

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

DID # 0100582065
\$21.00

RE: Security interest in favor of Mellon Bank, N.A.,
as Agent in locomotive

Dear Secretary:

Enclosed is an original and one certified true copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

This document is a Deed of Trust and Security Agreement, a primary document, dated as of March 31, 1995.

The names and addresses of the parties to the document are as follows:

Debtor -- Koppers Industries, Inc.
Koppers Building
Pittsburgh, PA 15219
Attention: Donald E. Davis

Secured Party -- Mellon Bank, N.A., as Agent
One Mellon Bank Center
Pittsburgh, PA 15258

A description of the equipment covered by the document is as follows: Locomotive, General Electric, model/class B-B-88/88-4GE733J1 (DL-2752816) 44-ton, Diesel Electric., No. 467.

A fee of \$21.00 is enclosed. Please return the original and any extra copies not needed by the commission for recordation to me at the above address.

A short summary of the document to appear in the index follows:

REED SMITH SHAW & McCLAY

Secretary
Interstate Commerce Commission

-2-

April 3, 1995

Deed of Trust and Security Agreement between the Debtor, Koppers Industries, Inc., whose address is Koppers Building, Pittsburgh, PA 15219, Attention: Donald E. Davis, and the Secured Party, Mellon Bank, N.A., as Agent, whose address is One Mellon Bank Center, Pittsburgh, PA 15258, dated as of March 31, 1995.

If you have any questions or comments please do not hesitate to call me at 1-800-288-7776.

Very truly yours,

REED SMITH SHAW & McCLAY

By 
Maxine S. Kisilinsky

MSK:dlh

Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

4/4/95

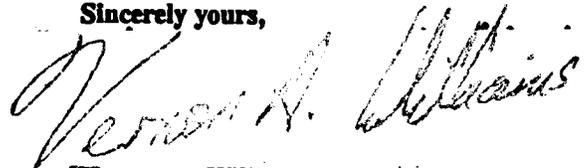
Office Of The Secretary

Maxine S. Kisilinsky, Esquire
Reed Smith Shaw & McClay
P. O. Box 2009
Pittsburgh, PA. 15230-2009

Dear MADAM:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/4/95 at 3:20PM, and assigned recordation number(s). 19342.

Sincerely yours,

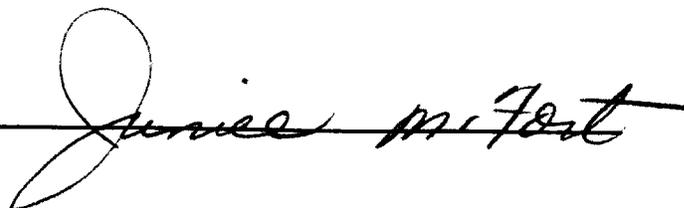

Vernon A. Williams
Secretary

Enclosure(s)

(0100582065)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



19342
APR 1 1995 4:42 PM

DEED OF TRUST AND SECURITY AGREEMENT

Dated as of March 31, 1995

from

KOPPERS INDUSTRIES, INC.,
as Grantor,

to

C. JOSEPH RICHARDSON,
as Trustee

for the benefit of

MELLON BANK, N.A., as Agent,
as Beneficiary

This Instrument prepared by
and after recording should be
returned to:

Maxine S. Kisilinsky, Esquire
Reed Smith Shaw & McClay
P.O. Box 2009
Pittsburgh, PA 15230-2009

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust"), dated as of MARCH 31, 1995, made by KOPPERS INDUSTRIES, INC., a Pennsylvania corporation having an office at 436 Seventh Avenue, Pittsburgh, Pennsylvania 15219 ("Grantor"), to C. JOSEPH RICHARDSON, having an address c/o Mellon Bank, N.A., One Mellon Bank Center, Pittsburgh, Pennsylvania 15258, as trustee ("Trustee"), for the benefit of MELLON BANK, N.A., a national banking association having an office at One Mellon Bank Center, Pittsburgh, Pennsylvania 15258, as agent for the "Banks", as that term is defined in the Standby Term Loan Agreement (such agreement as from time to time amended being referred to herein as the "Loan Agreement"), dated MARCH 31, 1995, by and among Grantor, the Banks, and Mellon Bank, N.A., as agent for the Banks (in such capacity, "Beneficiary"),

W I T N E S S E T H:

WHEREAS, Grantor, the Banks, and Beneficiary have entered into the Loan Agreement, pursuant to which the Banks have agreed to extend certain credit to Grantor including, among other things, credit in an aggregate principal amount not exceeding \$11,015,000 (the "Santa Fe Standby Term Loans");

WHEREAS, the Banks are willing to extend the Santa Fe Standby Term Loans, as provided for by the Loan Agreement upon the condition, among others, that Grantor enter into this Deed of Trust to secure the Secured Obligations (as hereinafter defined); and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure:

- (a) the payment of the Santa Fe Standby Term Loans, as evidenced by the Standby Term Loan Notes, both principal and interest, and all amounts due or to become due under this Deed of Trust or the Loan Agreement, the Santa Fe Standby Term Loan Notes and any other Related Documents, to the extent such amounts relate to the making by the Banks of the Santa Fe Standby Term Loans, and any extensions, renewals, replacements or modifications of any thereof; and
- (b) the performance and observance of all covenants, agreements, obligations and liabilities of Grantor under or pursuant to the provisions of this Deed of Trust or

the Loan Agreement, the Santa Fe Standby Term Loan Notes and any other Related Documents, to the extent such relate to the making by the Banks of the Santa Fe Standby Term Loans, and any extensions, renewals, replacements or modifications of any thereof;

(all of the foregoing being hereinafter collectively called the "Secured Obligations"), Grantor, intending to be legally bound, does hereby GRANT, BARGAIN, SELL, CONVEY, and ASSIGN unto Trustee, and its successors and assigns, all of Grantor's estate, right, title, interest, property, claim and demand, now owned or held or hereafter acquired or arising, in and to the following property and rights (collectively, the "Mortgaged Property"):

(a) the lands and premises more particularly described in Exhibit A hereto, and Grantor's leasehold estate under the Lease of Land and Track dated as of March 22, 1995, between Grantor and The Atchison, Topeka and Santa Fe Railway Company (the "Lease") of, and any other estate now held or hereafter acquired in, the lands and premises more particularly shown on Exhibit B hereto, together with the easements more particularly described in Exhibit C attached hereto and together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and also (i) any land lying within the right-of-way of any streets, open or proposed, adjoining the same, (ii) any other easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and (iii) any and all sidewalks, alleys, strips and gores of land adjacent thereto or used in connection therewith (all of the foregoing being hereinafter collectively called the "Land");

(b) all buildings, structures and other improvements now or hereafter erected or placed on the Land (collectively, the "Improvements");

(c) all machinery, apparatus, equipment, fittings, fixtures, goods, chattels and other articles of personal property now or hereafter located on, attached to or used in connection with the Land or the Improvements, and all replacements thereof, additions thereto and substitutions therefor (all of the foregoing, being hereinafter collectively called the "Equipment"), together with all deposits or payments made on any Equipment in connection with the conditional purchase thereof and all leases by Grantor as lessee of Equipment;

(d) all licenses, permits, authorizations and agreements from Official Bodies relating to the ownership, construction, occupancy, operation, management or use of the Land, the Improvements or the Equipment;

(e) all the remainder or remainders, reversion or reversions, rents, revenues, issues, profits, royalties, income and other benefits derived from any of the foregoing, all of which are hereby assigned to Trustee, who is hereby authorized to collect and receive the same, to give proper receipts and acquittances therefor and to apply the same to the payment of the Secured Obligations, notwithstanding the fact that the same may not then be due and payable, subject, however, to the right of Grantor to receive and use the same unless and until an Event of Default (as defined in Section 3.01) shall occur;

(f) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including all proceeds of the insurance required to be maintained by this Deed of Trust, all awards or other compensation heretofore or hereafter made to Grantor as the result of any Condemnation (as defined in Section 2.05), all awards for changes of the grades of streets and all awards for severance damages, all of which are hereby assigned to Trustee, who is hereby authorized to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, subject to Section 2.05, to apply the same to the payment of the Secured Obligations, notwithstanding the fact that the same may not then be due and payable;

(g) any monies deposited with Trustee or Beneficiary pursuant to the terms hereof; and

(h) all proceeds, both cash and non-cash, of any and all of the foregoing;

TO HAVE AND TO HOLD the Mortgaged Property unto Trustee, its successors and assigns, forever, but upon the trusts, and under the terms and conditions of this Deed of Trust, which are set forth hereinafter;

IN TRUST, NEVERTHELESS, with POWER OF SALE, for the benefit and security of Beneficiary, for the ratable benefit of the Banks, and for the enforcement of the Secured Obligations, all as herein provided;

PROVIDED, HOWEVER, that if Grantor shall pay, perform and discharge the Secured Obligations in full and the Loan Agreement is terminated, then this Deed of Trust and the estate hereby granted shall cease, terminate and become void;

PROVIDED, FURTHER, that notwithstanding the definition of Mortgaged Property, the Mortgaged Property shall include only such property as is permitted to be encumbered by the lien and security interest granted hereby by the terms of the Senior Note Indenture.

AND, Grantor hereby agrees with Trustee and Beneficiary as follows:

ARTICLE I
REPRESENTATIONS AND WARRANTIES

Grantor represents and warrants to Trustee and Beneficiary that:

1.01. Title. Grantor (a) has good and marketable title to the Land and the Improvements and has good title to all Equipment and other property and rights comprising the Mortgaged Property, subject to no mortgage, lien, pledge, charge, security interest or other encumbrance or adverse claim of any nature except Permitted Encumbrances (as defined in this Section 1.01), and (b) has full power and lawful authority to grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge, grant a security interest in, set over and confirm unto Trustee, and its successors and assigns, the Mortgaged Property as herein provided. Grantor will forever warrant and defend the title to the Mortgaged Property and the validity and first priority of the lien or estate, and the security interest, created hereby against the claims and demands of all persons whomsoever. As used herein the term "Permitted Encumbrances" means (i) easements, rights of way and other exceptions that benefit and do not interfere with the use of the Mortgaged Property and such other easements, rights of way, covenants and conditions may be approved by the Beneficiary in its sole discretion and (ii) any Impositions or Mechanics' Claims (both as defined in Section 2.07) that are not due and payable or are being contested in good faith at the time pursuant to and in compliance with the requirements of Section 2.07.

1.02. Homestead. The Mortgaged Property forms no part of any property owned, used or claimed by Grantor as a residence or business homestead, is not exempt from forced sale under the laws of the State of Texas, and Grantor hereby disclaims and renounces all and every claim to the Mortgaged Property as a homestead.

ARTICLE II
COVENANTS AND AGREEMENTS

Grantor covenants to and agrees with Trustee and Beneficiary as follows:

2.01. Compliance with Laws; Etc. Subject to the provisions of Section 6.07 of the Credit Agreement, as incorporated by reference into the Loan Agreement pursuant to Section 5.08 of the Loan Agreement, Grantor shall comply with all Laws and all covenants that at any time are applicable to the Mortgaged Property or Grantor. Grantor shall comply with the requirements of all policies of insurance required by this Deed of Trust and of

the insurers under such policies. Grantor shall make any replacements, alterations or improvements to the Mortgaged Property as may be required by Law or such requirements even if unforeseen and/or extraordinary. Grantor shall have the right, after prior written notice to Beneficiary, to contest by appropriate legal proceedings diligently conducted in good faith, without cost or expense to Beneficiary, the validity or application of any Law which does not subject Beneficiary or any Bank to any criminal or civil liability, and Grantor may delay compliance with such Law until final determination of such proceeding if compliance with such Law may legally be delayed until, and such proceedings shall conclusively operate to prevent the enforcement of such Law prior to, such final determination; provided, however, that, if in the judgment of Beneficiary any lien or charge against the Mortgaged Property would or might be incurred by reason of such delay, Grantor shall furnish to and maintain with Beneficiary security, at all times satisfactory to Beneficiary, to assure the discharge of such lien or charge. Grantor shall keep, or cause to be kept, in full force and effect all licenses, permits and governmental authorizations and agreements necessary or desirable for the ownership, construction, occupancy, operation, management or use of the Mortgaged Property. Grantor shall preserve and maintain unimpaired any and all easements, rights of way, appurtenances and other interests and rights constituting any portion of the Mortgaged Property.

2.02. Maintenance and Repair. Subject to the provisions of Section 6.04 of the Credit Agreement, as incorporated by reference into the Loan Agreement pursuant to Section 5.08 of the Loan Agreement, Grantor shall not abandon or cause or permit any waste to the Improvements or the Equipment, shall maintain the Improvements and the Equipment in good repair, working order and condition, except for reasonable wear and use, and shall restore, replace or rebuild the Improvements and the Equipment or any part thereof now or hereafter damaged or destroyed by any casualty (whether or not insured against or insurable) or affected by any Condemnation (as hereinafter defined) with Improvements or Equipment of equivalent value and utility, whether or not the proceeds of insurance required hereunder or the award payable in respect of such Condemnation are sufficient for the purpose or are available to Grantor pursuant to Section 2.06 for the purpose, unless such damaged or affected Improvements or Equipment is unnecessary, and after restoration would be unnecessary, to the use and operation of the Mortgaged Property, in which event the Net Proceeds relating to such Damage or Condemnation shall be applied in accordance with clause (x) of Section 2.06(a) hereof. All repairs, replacements, restorations, alterations and improvements to the Mortgaged Property required by Section 2.01 or this Section 2.02 or permitted by Sections 2.03 or 2.06 shall be promptly performed in a good and workmanlike manner in compliance with all applicable Laws, covenants and insurance requirements, shall be equivalent in quality, value and utility to the Equipment or Improvements being repaired, replaced, restored, altered or

improved, and shall be subject to the terms and conditions set forth in Section 2.06(c) as if such repair, replacement, restoration, alteration or improvement were a restcration thereunder.

2.03. Alterations. Subject to the provisions of Section 6.04 of the Credit Agreement, as incorporated by reference into the Loan Agreement pursuant to Section 5.08 of the Loan Agreement, Grantor shall not permit the Improvements or the Equipment to be removed, demolished or materially altered; provided, however, that Grantor (i) shall make any replacements, alterations or improvements which are required by Law and (ii) may remove worn out Equipment if the same is concurrently replaced with Equipment of equivalent value and utility; provided, that such replacement item or items is or are made subject to the security interest created by this Deed of Trust, and such security interest is at least equal in priority to the security interest in the Equipment which it replaces and is perfected by the filing of financing statements in the appropriate public offices.

2.04. Insurance. Grantor shall maintain and keep in effect the following policies of insurance:

(a) during the course of any construction or repair of Improvements or Equipment on the Mortgaged Property, (i) builder's risk insurance (on a completed value, non-reporting basis) against "all risks of physical loss", including collapse and transit coverage, with deductibles not to exceed \$250,000, in non-reporting form, covering the total value of work performed and equipment, supplies and materials furnished in connection with such construction or repair of Improvements or Equipment, and (ii) worker's compensation, employer's liability and all other statutory forms of insurance now or hereafter required by Law covering all persons employed in connection with such construction or repair of the Improvements in such limits as may be required by Law or as Beneficiary may otherwise require;

(b) policies of insurance against loss or damage to the Improvements and the Equipment by fire, lightning, windstorm, explosion, riot, riot attending a strike, civil commotion, damage from aircraft and vehicles, and smoke damage and loss or damage from such other hazards as are presently included in the so-called "fire and extended coverage" insurance and against vandalism and malicious mischief and such other insurable hazards, including flood, as, under good insurance practices, from time to time are insured against for improvements and equipment having similar functions and uses in the area where the Improvements and Equipment are located, in an amount which shall not be less than the greater of (i) 100% of the "full replacement cost" of the Improvements and the Equipment, without deduction for

physical depreciation, or (ii) an amount sufficient to prevent Beneficiary and Grantor from becoming co-insurers within the terms of the applicable policies; the term "full replacement cost" shall mean the actual cost of replacing the Improvements and the Equipment, exclusive of the cost of excavations, foundations and footings below the lowest basement floor, and shall be determined from time to time at the request of Beneficiary (but not more frequently than once in any 24 calendar months) at the expense of Grantor, by an insurer or by an appraiser, engineer, architect or contractor designated by Grantor and approved by Beneficiary;

(c) insurance against loss or damage to the major components of the air conditioning and heating systems, fly-wheels, steam pipes, steam turbines, steam engines, steam boilers, other pressure vessels, high pressure piping and machinery and elevators and escalators, if any, as are installed in the Improvements, including insurance against physical damage to the Improvements and the Equipment arising out of an accident covered thereunder and against loss of occupancy or use arising from breakdown of any of the foregoing, in such amounts as are satisfactory to Beneficiary;

(d) comprehensive general liability insurance on an "occurrence basis" against claims for bodily injury, death or property damage occurring on or about the Mortgaged Property (including elevators and escalators, if any) and on or in the streets adjoining the same, to afford protection in a "single limit" of not less than \$10,000,000 in the event of bodily injury to or death of any number of persons or of damage to property arising out of one occurrence;

(e) if the Land or any part thereof is situate in an area designated by the Federal Emergency Management Agency (or any successor thereto) as an area of special flood hazard for purposes of the National Flood Insurance Program, such policies of flood insurance so as to cause the Banks to be in compliance with all Laws with respect to flood insurance coverage for the Mortgaged Property from time to time applicable to the Banks and the Issuing Bank;

(f) if requested by Beneficiary, business interruption insurance for a period of twelve months, in such amounts as are satisfactory to Beneficiary; and

(g) such other insurance with respect to the Mortgaged Property in such amounts as may from time to time be required by Beneficiary against other insurable hazards or casualties which at the time are commonly insured against in the case of premises similarly situated, due regard being given to the height and type of buildings and improvements, their construction, location, use and occupancy.

All policies of insurance shall be subject to the approval of Beneficiary as to insurance companies, amounts, expiration dates, form and content and shall name Trustee, Beneficiary and the Banks as additional insureds. All policies of insurance maintained by Grantor pursuant to clauses (a), (b) and (c) shall contain the "replacement cost endorsement". All policies of insurance covering risks of physical loss shall provide that losses thereunder shall be payable to Beneficiary pursuant to a standard first mortgagee endorsement, without contribution, substantially equivalent to the New York standard mortgagee endorsement. At least 10 days prior to the expiration of any policy of insurance, Grantor shall furnish Beneficiary with evidence satisfactory to Beneficiary of the payment of the premium for, and the reissuance of a policy continuing, such insurance as required by this Deed of Trust. All policies of insurance shall contain an endorsement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Grantor which might otherwise give rise to a defense by the insurer to its payment for such loss and a waiver by the insurer of all rights of subrogation to any rights of Beneficiary and of all rights of setoff, counterclaim or deduction against the insureds. All policies of insurance shall also contain a provision to the effect that any cancellation of or amendment to such insurance, including any reduction in the scope or limits of coverage, shall not be effective as to Beneficiary without at least 30 days' prior written notice to Beneficiary. Grantor shall not take out separate insurance with respect to the Mortgaged Property concurrent in form or contributing in the event of loss with that required by this Deed of Trust unless the same shall contain a standard noncontributory lender's loss payable endorsement in favor of and in scope and form satisfactory to Beneficiary.

2.05. Damage or Condemnation. In the event of any damage to or destruction of the Improvements or the Equipment or any part thereof as a result of any casualty ("Damage"), or in the event the Land, the Improvements or the Equipment or any part thereof are taken or damaged as the result of the exercise of the power of eminent domain or as the result of any other governmental action for which compensation shall be given by any Official Body ("Condemnation"), or if Grantor shall receive any notice or advice of any Condemnation proceedings, Grantor shall give prompt notice thereof to Beneficiary. Beneficiary shall have the right, and is hereby authorized and empowered and irrevocably appointed attorney-in-fact of Grantor, to settle, adjust or compromise any claims by any insureds for Damage under any policy or policies of insurance required to be maintained by this Deed of Trust, or any claims for awards or other compensation payable in connection with any Condemnation, except, so long as no Event of Default exists, those claims involving amounts of less than \$500,000].

2.06. Application of Insurance Proceeds and Condemnation Awards.

(a) Beneficiary Election. All proceeds of the insurance required to be maintained by this Deed of Trust (including proceeds of business interruption insurance) payable in connection with any Damage, and all awards or other compensation payable in connection with any Condemnation, shall be deposited with Beneficiary, except that any such proceeds or awards or other compensation aggregating less than \$500,000 shall not be required to be so deposited. Such proceeds or awards or other compensation (after deducting therefrom all costs and expenses, including attorneys' fees, incurred by Beneficiary in connection with the collection thereof regardless of the particular nature thereof and whether incurred with or without suit) ("Net Proceeds"), shall be applied by Beneficiary at Beneficiary's option (x) to the payment of the Secured Obligations in such order as Beneficiary may determine or (y) to the payment of the costs of restoring the Improvements and Equipment so damaged or taken to their value, utility and condition immediately prior to such Damage or Condemnation, including the payment of all principal, interest and fees on the Secured Obligations ("Debt Service") as the same becomes due until completion of the restoration, (collectively, "Restoration Costs"); provided, however, that, at the request of Grantor Beneficiary shall apply the Net Proceeds as set forth in clause (y) if no Event of Default or event or condition that with notice, passage of time or a determination by the Beneficiary or the Banks, as the case may be, or a combination of the foregoing, would constitute an Event of Default hereunder or under the Loan Agreement shall have occurred and be continuing and if, in the sole judgment of Beneficiary, (i) the Improvements and Equipment so damaged can be restored substantially to the value, utility and condition thereof immediately prior to such Damage or Condemnation, (ii) the Net Proceeds deposited with Beneficiary, together with such supplemental amounts deposited by Grantor with Beneficiary for the purpose, shall be sufficient to pay all Restoration Costs, (iii) such restoration can be expected to be completed by the Term Loan Expiration Date, (iv) in the case of a Condemnation, the Land taken will not materially adversely affect the value or utility of the Mortgaged Property even if the Improvements and Equipment can be restored and (v) such Damage or Condemnation and the time to complete such restoration shall not materially adversely affect the ability of Grantor to pay and perform the Secured Obligations during such restoration or thereafter.

(b) Application to Restoration. If pursuant to Section 2.06(a) the Net Proceeds are to be applied to the Restoration Costs, Grantor shall deposit with Beneficiary such additional amounts of money as may be necessary so that the Net Proceeds and such additional monies (collectively, "Restoration Funds") will be sufficient, in the reasonable judgment of Beneficiary, to pay all Restoration Costs and all Debt Service during such restoration.

Such Restoration Funds will be advanced by Beneficiary from time to time as the restoration work progresses upon the written request of Grantor and receipt by Beneficiary of proof reasonably satisfactory to Beneficiary that (i) the requirements of Section 2.06(c) have been satisfied, (ii) the work, to the extent performed, has been satisfactorily accomplished in a good and workmanlike manner in compliance with all applicable Laws, covenants and insurance requirements, (iii) the amount requested has been paid by or on behalf of Grantor or is justly due to persons who have rendered services or furnished materials in connection with the work, (iv) no mechanic's, materialmen's or similar statutory or other liens or charges have been filed against the Mortgaged Property, (v) there are no amounts then due and payable to persons who have rendered services or furnished materials in connection with such work other than such as will be discharged in full from the amounts requested and (vi) no Event of Default or Potential Default exists. Beneficiary shall not be required to apply Restoration Funds as aforesaid unless it reasonably determines that the amount thereof remaining after payment of the amount requested will be sufficient to pay the Restoration Costs in full, and Grantor shall promptly deposit with Beneficiary the amount of any deficiency, to be held and disbursed by Beneficiary as Restoration Funds in accordance with the provisions of this Section 2.06. Upon completion of such restoration to the satisfaction of Beneficiary and the payment of the Restoration Costs in full, the balance of any Restoration Funds not required to be disbursed shall (i) in the case of a Damage, be disbursed to Grantor or as Grantor may direct and (ii) in the case of a Condemnation, be applied to the payment of the Secured Obligations in such order as Beneficiary may determine until the same have been paid in full and then to Grantor or as Grantor may direct.

(c) Permits; Plans; Contracts. All restoration work following any Damage or Condemnation pursuant to this Deed of Trust shall be subject to the following terms and conditions:

(i) no work shall be undertaken unless Grantor shall have procured and paid for all permits, approvals and authorizations of all Official Bodies required in connection with all of the work; and

(ii) all work involving estimated Restoration Costs of more than \$500,000 (exclusive of Debt Service) (x) shall be designed, constructed and completed in accordance with detailed plans and specifications and cost estimates acceptable to Beneficiary and prepared by an architect or engineer selected by Grantor and reasonably satisfactory to Beneficiary and (y) shall be performed pursuant to fixed price construction contracts which are secured by payment and performance bonds in the amount of such contracts, such contracts and bonds to be in form and substance, and with

contractors and sureties, reasonably satisfactory to Beneficiary and to be executed and delivered prior to the commencement of any of the work.

2.07. Taxes and Impositions; Mechanics' Claims.

Grantor shall pay, before any fine, penalty, interest or cost attaches thereto, all taxes and assessments, general and special, all water and sewer rents and all governmental charges and levies of any kind or nature whatsoever, which are now or hereafter assessed or imposed upon the Mortgaged Property or Grantor or become due and payable from Grantor or create a lien upon the Mortgaged Property (all such taxes, assessments, rents, charges and levies being herein collectively called "Impositions"), as well as all claims for labor, materials or services which, if unpaid, might become a lien thereon (herein collectively called "Mechanics' Claims"), and shall furnish to Beneficiary, as soon as reasonably possible, official receipts of the appropriate taxing or other authority, or other proof satisfactory to Beneficiary, evidencing the payment of all Impositions; provided, however, that if by law any Imposition is payable, or may at the option of the taxpayer be paid, in installments, Grantor may pay the same, or cause the same to be paid, together with any accrued interest on the unpaid balance thereof, in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof; and provided, further, that Grantor may contest any such Imposition in accordance with the provisions of Section 6.05 of the Credit Agreement, as incorporated by reference into the Loan Agreement pursuant to Section 5.08 of the Loan Agreement.

2.08. Liens. Grantor shall not create, permit to accrue or suffer to exist any assignment, mortgage, lien, security interest, pledge, conditional sale or other title retention agreement, encumbrance or charge of, in, to or upon the Mortgaged Property, other than Permitted Encumbrances and the Liens permitted by Section 6.02 of the Loan Agreement.

2.09. Modifications to Property Restrictions. Grantor shall not initiate, join in or consent to any change in any covenant, zoning ordinance or other public or private restriction that would detract from or limit the value or utility of the Mortgaged Property.

2.10. Security Interest.

(a) UCC Security Interest. This Deed of Trust constitutes both a mortgage and a "security agreement" within the meaning of the Uniform Commercial Code of the State of Texas jurisdiction (the "UCC"), and the Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Grantor in the Mortgaged Property. Grantor by executing and delivering this Deed of Trust has granted to Trustee and Beneficiary, as security for

the Secured Obligations, a security interest in and to those portions of the Mortgaged Property in which a security interest can be granted under the UCC. Portions of the Mortgaged Property are or are to become fixtures as defined in the UCC. This Deed of Trust constitutes and is effective as a fixture filing as provided in Article 9 of the UCC.

(b) Locations. Grantor shall maintain and keep the Equipment on the Land; shall maintain and keep its principal place of business and its chief executive office at Pittsburgh, Pennsylvania and at no other location without thirty days' prior written notice to Beneficiary; and shall maintain and keep its records concerning the Mortgaged Property at Pittsburgh, Pennsylvania and at no other location without thirty days' prior written notice to Beneficiary.

2.11. Litigation Affecting Mortgaged Property. Grantor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary, the Banks or Trustee, and shall pay within a reasonable time after demand therefor all costs and expenses, including costs of evidence of title and attorneys' fees, in any such action or proceeding in which Beneficiary, any Bank or Trustee may appear.

2.12. Actions by Beneficiary or Trustee to Preserve Mortgaged Property. If Grantor shall fail to (a) effect, maintain and keep in force the insurance required under the provisions of Section 2.04, (b) make the payments required by Section 2.07 or (c) pay, perform or observe any of the other obligations required by this Deed of Trust to be paid, performed or observed by Grantor, then Beneficiary or Trustee may effect, maintain, keep in force, pay, perform or observe the same. In connection therewith, Beneficiary or Trustee shall have the right, but not the obligation, (i) to enter upon and take possession of the Mortgaged Property; (ii) to make such additions, alterations, repairs and improvements to the Mortgaged Property as Beneficiary or Trustee may consider necessary or proper to keep the same in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or thereof or the rights or powers of Beneficiary or Trustee hereunder or thereunder; (iv) to contest or compromise any lien, encumbrance or charge which in the judgment of Beneficiary or Trustee may affect the security of this Deed of Trust, or to discharge the same, either by paying the amount claimed to be due or depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such other manner as is or may be prescribed by law; and (v) in exercising such powers, to pay necessary expenses including the fees and expenses of attorneys and all necessary or desirable consultants. All sums so expended by Beneficiary or Trustee or expended to sustain the lien or estate or security interest created by this Deed of Trust or the priority hereof, or to protect or enforce any of the rights of Beneficiary or Trustee under the terms of this Deed of Trust, or

to recover or enforce any of the Secured Obligations or otherwise to secure the performance of any obligation of Grantor under this Deed of Trust or any other Loan Document, shall be paid by Grantor within five days after demand by Beneficiary or Trustee with interest at a rate per annum (the "Default Rate") equal to 2% above the Base Rate until paid. In any action or proceeding to foreclose this Deed of Trust, or to recover, collect or enforce the Secured Obligations, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

2.13. Certificates. Grantor, within five days after notice from Beneficiary, shall furnish to Beneficiary a statement stating the amount of the Secured Obligations and stating whether any offsets or defenses exist against the Secured Obligations.

ARTICLE III EVENTS OF DEFAULT; REMEDIES

3.01. Events of Default. An Event of Default shall mean the occurrence or existence of one or more of the following events or conditions (whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law) (each an "Event of Default"):

(a) Any representation or warranty made by Grantor under this Deed of Trust or any statement made by Grantor in any certificate, report, exhibit or document furnished by Grantor to Beneficiary pursuant to this Deed of Trust shall prove to have been false or misleading in any material respect as of the time when made (including by omission of material information necessary to make such representation, warranty or statement not misleading); or

(b) Grantor shall default in the performance or observance of any covenant or agreement contained in Sections 2.03, 2.04, 2.08 or 2.09; or

(c) Grantor shall default in the performance or observance of any other covenant or agreement under this Deed of Trust and such default shall have continued for a period of thirty days after written notice thereof to Grantor; or

(d) An Event of Default set forth in the Loan Agreement, shall occur.

3.02. Remedies.

(a) Primary Remedies. If an Event of Default shall occur, (x) Beneficiary may declare the Secured Obligations immediately due and payable without presentment, demand, protest or notice of any kind, all of which, specifically including notice

of intent to accelerate and notice of acceleration, are hereby expressly waived by Grantor and (y) Beneficiary or Trustee may, and if requested by Beneficiary, Trustee shall, exercise any other right, power or remedy available to it at law or in equity, hereunder or under the Santa Fe Term Loan Notes or any other Related Documents relating to the making of Santa Fe Standby Term Loans or securing the Secured Obligations without demand, protest or notice of any kind, all of which are hereby expressly waived, except such as is expressly required hereby or by the Santa Fe Term Loan Notes or by any other Related Documents relating to the making of Santa Fe Standby Term Loans or securing the Secured Obligations. Without limiting the generality of the foregoing, Beneficiary or Trustee may, and if requested by Beneficiary, Trustee shall:

(i) enter and take possession of the Mortgaged Property or any part thereof, exclude Grantor and all persons claiming under Grantor wholly or partly therefrom, and operate, use, manage and control the same, or cause the same to be operated by a person selected by Beneficiary, either in the name of Grantor or otherwise, and upon such entry, from time to time, at the expense of Grantor and of the Mortgaged Property, make all such repairs, replacements, alterations, additions or improvements thereto as Beneficiary may deem proper, and collect and receive the rents, revenues, issues, profits, royalties, income and benefits thereof and apply the same to the payment of all expenses which Beneficiary or Trustee may be authorized to incur under the provisions of this Deed of Trust and applicable law, the remainder to be applied to the payment, performance and discharge of the Secured Obligations in such order as Beneficiary may determine until the same have been paid in full;

(ii) institute an action for the foreclosure of this Deed of Trust and the sale of the Mortgaged Property pursuant to the judgment or decree of a court of competent jurisdiction;

(iii) with or without having first taken possession of same and with or without accelerating the unpaid portion of the Secured Obligations, sell the Mortgaged Property to the highest bidder or bidders at public auction at a sale or sales held at such place or places and time or times and upon such notice and otherwise in such manner as may be required by law, or in the absence of any such requirement, as Beneficiary may deem appropriate. Such sale shall be made at the area at the courthouse of the county where the Land is situated which the commissioner's court of that county has designated by the recordation of such designation in the real property records of that county (or if no area is so designated by the county commissioner's court, at the area at the courthouse designated in the notice of sale). The sale shall be made on the first Tuesday of any

month between 10:00 A.M. and 4:00 P.M. after giving adequate legal notice of the time, place and terms of sale, by posting or causing to be posted written or printed notice thereof for at least twenty-one (21) consecutive days preceding the date of said sale at the courthouse door of the foregoing county and by filing or causing to be filed a copy of the written or printed notice in the office of the county clerk of the foregoing county, and by Beneficiary serving written notice of such proposed sale on each debtor obligated to pay the Secured Obligations, at least twenty-one (21) days preceding the date of said sale by certified mail at the most recent address for such parties in the records of Beneficiary. In the event any applicable Law, including without limitation, Section 51.002 of the Texas Property Code (as now written or as hereafter amended or succeeded) relating to the sale of real estate, Chapter 9 of such Code relating to the sale of collateral after default by a debtor, and/or any other present or subsequent Laws, would permit or allow such sale without compliance with any of the foregoing contractual prerequisites and/or requirements, Beneficiary shall have the right to conduct such sale in accordance with such applicable Law and noncompliance with said contractual prerequisites and/or requirements shall not constitute the basis for a defense to, or a cause of action arising out of, any such sale. At any such sale: (i) Trustee shall not be required to have physically present, or to have constructive possession of, the Mortgaged Property (Grantor hereby covenanting and agreeing to deliver to Trustee any portion of the Mortgaged Property not actually or constructively possessed by Trustee immediately upon demand by Trustee) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale; (ii) each instrument of conveyance executed by Trustee shall contain a general warranty of title, binding upon Grantor; (iii) each and every recital contained in any instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Secured Obligations, advertisement and conduct of such sale in the manner provided herein and otherwise by Law and by appointment of any successor trustee hereunder; (iv) any and all prerequisites to the validity of such sale shall be conclusively presumed to have been performed; (v) the receipt of Trustee or of such other party making the sale shall be a sufficient discharge to the purchaser for his purchase money and no such purchaser, or his assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or nonapplication thereof; (vi) Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold (including any

interest or claim to insurance policies, bonds, loan commitments and other intangible property covered by this Deed of Trust) and such sale shall be a perpetual bar both at law and in equity against Grantor, and against any and all other persons claiming or to claim the property sold or any part thereof; and (vii) Beneficiary may be a purchaser at any such sale;

(iv) take all steps to protect and enforce the rights of Beneficiary and Trustee under this Deed of Trust by suit for specific performance of any covenant herein contained, or in aid of the execution of any power herein granted or for the enforcement of any other rights; and/or

(v) exercise any or all of the rights and remedies available to a secured party under the UCC, including the right to (A) enter the Mortgaged Property and take possession of the Equipment without demand or notice and without prior judicial hearing or legal proceedings, which Grantor hereby expressly waives, (B) require Grantor to assemble the Equipment, or any portion thereof, and make it available to Beneficiary at a place or places designated by Beneficiary and reasonably convenient to both parties and (C) sell all or any portion of the Equipment at public or private sale, without prior notice to Grantor except as otherwise required by law (and if notice is required by law, after ten days' prior written notice), at such place or places and at such time or times and in such manner and upon such terms, whether for cash or on credit, as Beneficiary in its sole discretion may determine. As to any property subject to Article 9 of the UCC included in the Mortgaged Property, Beneficiary or Trustee may proceed under the UCC or proceed as to both real and personal property in accordance with the provisions of this Deed of Trust and the rights and remedies that Beneficiary or Trustee may have at law or in equity, in respect of real property, and treat both the real and personal property included in the Mortgaged Property as one parcel or package of security. Grantor shall have the burden of proving that any sale pursuant to this Section 3.02(a) or pursuant to the UCC was conducted in a commercially unreasonable manner.

(b) Receiver. In any action to foreclose this Deed of Trust, Beneficiary and Trustee shall be entitled as a matter of right to the appointment of a receiver of the Mortgaged Property and the rents, revenues, issues, profits, royalties, income and benefits thereof, without notice or demand, and without regard to the adequacy of the security for the Secured Obligations or the solvency of Grantor.

(c) Environmental Site Assessments. If an Event of Default shall occur, Grantor shall permit such persons as Beneficiary may designate ("Site Reviewers") to visit the Mortgaged

Property and perform environmental site investigations and assessments ("Site Assessments") on the Mortgaged Property for the purpose of determining whether there exists on the Mortgaged Property any environmental condition which could result in any liability, cost or expense to the owner or occupier of the Mortgaged Property relating to Hazardous Substances. Such Site Assessments may include both above and below the ground testing for environmental damage or the presence of Hazardous Substances on the Mortgaged Property and such other tests on the Mortgaged Property as may be necessary to conduct the Site Assessments in the opinion of the Site Reviewers. Grantor will supply to the Site Reviewers such historical and operational information, including the results of all samples sent for analysis, correspondence with Official Bodies and previous environmental audits or environmental reviews regarding the Mortgaged Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The cost of performing all Site Assessments shall be paid by Grantor within five days after demand by Beneficiary with interest at the Default Rate until paid.

(d) Sales by Parcels. In any sale made under or by virtue of this Deed of Trust or pursuant to any judgment or decree of court, the Mortgaged Property may be sold in one or more parts or parcels or as an entirety and in such order as Beneficiary may elect, without regard to the right of Grantor, or any person claiming under it, to the marshalling of assets.

(e) Effect of Sale. The purchaser at any sale made under or by virtue of this Deed of Trust or pursuant to any judgment or decree of court shall take title to the Mortgaged Property or the part thereof so sold free and discharged of the estate of Grantor therein, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including Beneficiary, may purchase at any such sale. Trustee is hereby irrevocably appointed the attorney-in-fact of Grantor in its name and stead to make all appropriate transfers and deliveries of the Mortgaged Property or any portions thereof so sold and, for this purpose, Trustee may execute all appropriate instruments of transfer, and may substitute one or more persons with like power, Grantor hereby ratifying and confirming all that its said attorneys or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, Grantor shall ratify and confirm, or cause to be ratified and confirmed, any such sale or sales by executing and delivering, or by causing to be executed and delivered, to Trustee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Trustee, for the purpose, and as may be designated, in such request. Any sale or sales made under or by virtue of this Deed of Trust, to the extent not prohibited by law, shall operate to divest all the estate, right, title, interest,

property, claim and demand whatsoever, whether at law or in equity, of Grantor in, to and under the Mortgaged Property, or any portions thereof so sold, and shall be a perpetual bar both at law and in equity against Grantor, its successors and assigns, and against any and all persons claiming or who may claim the same, or any part thereof, by, through or under Grantor, or its successors or assigns. The powers and agency herein granted are coupled with an interest and are irrevocable.

(f) Eviction of Grantor After Sale. If Grantor fails or refuses to surrender possession of the Mortgaged Property after any sale thereof, Grantor shall be deemed a tenant at sufferance, subject to eviction by means of forcible entry and detainer proceedings, provided that this remedy is not exclusive or in derogation of any other right or remedy available to Beneficiary or Trustee or any purchaser of the Mortgaged Property under any provision of this Deed of Trust or pursuant to any judgment or decree of court.

(g) Insurance Policies. In the event of a foreclosure sale pursuant to this Deed of Trust or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the Secured Obligations, all right, title and interest of Grantor in and to all policies of insurance required under the provisions of Section 2.04 shall inure to the benefit of and pass to the successor in interest of Grantor or the purchaser or grantee of the Mortgaged Property or any part thereof so transferred.

3.03. Application of Proceeds. The proceeds of any sale made either under the power of sale hereby given or under a judgment, order or decree made in any action to foreclose or to enforce this Deed of Trust, shall be applied:

(a) first to the payment of (i) all costs and expenses of such sale, including reasonable attorneys' fees, appraisers' fees and costs of procuring title searches, title insurance policies and similar items and reasonable fees and expenses of Trustee for acting as trustee hereunder, and (ii) all charges, expenses and advances incurred or made by Beneficiary, any Bank or Trustee in order to protect the lien or estate created by this Deed of Trust or the security afforded hereby including any expenses of entering, taking possession of and operating the Mortgaged Property;

(b) then to the payment of any other Secured Obligations in such order as Beneficiary may determine until the same have been paid in full; and

(c) any balance thereof shall be paid to Grantor, or to whosoever shall be legally entitled thereto, or as a court of competent jurisdiction may direct.

3.04. Right to Sue Without Prejudice. If an Event of Default shall occur, Beneficiary or Trustee shall have the right from time to time to cause a sale of the Mortgaged Property under the provisions of this Deed of Trust or to sue for any sums required to be paid by Grantor under the terms of this Deed of Trust as the same respectively become due, without regard to whether or not the Secured Obligations shall be due and without prejudice to the right of Beneficiary or Trustee thereafter to cause any such sale or to bring any action or proceeding of foreclosure or otherwise, or to take other action, in respect of any Event of Default existing at the time such earlier action or proceeding was commenced.

3.05. Unmatured Installments. In the event of the occurrence of an Event of Default, the Beneficiary shall have the option to exercise any of its remedies with or without accelerating the unpaid portion of the Secured Obligations. Should all or any portion of the Property be sold at foreclosure as provided herein without the unpaid portion of the Secured Obligations being theretofore accelerated, such sale may be made subject to the unmatured part of the Secured Obligations and such sale shall not in any manner affect the unmatured part of the Secured Obligations; but, as to such unmatured part of the Secured Obligation, this Deed of Trust shall remain in full force and effect as though no sale had been made under the provisions of this Section 3.05. Several sales may be made without exhausting the right of sale for any unmatured part of said Secured Obligations, it being the purpose to provide for a foreclosure and sale of all or any portion of the Mortgaged Property for any matured portion of the Secured Obligation without exhausting the power of foreclosure and to sell all or any part of the Mortgaged Property for any other part of said Secured Obligation whether matured at the time or subsequently maturing.

3.06. Power to Modify Documents. Beneficiary may at any time or from time to time renew or extend this Deed of Trust or any other Related Document or amend or modify the same in any way, or waive any of the terms, covenants or conditions hereof or thereof in whole or in part, and may release any portion of the Mortgaged Property or any other security, and grant such extensions and indulgences in relation to the Secured Obligations as Beneficiary may determine without the consent of any junior lienor or encumbrancer and without any obligation to give notice of any kind thereto and without in any manner affecting the priority of the lien or security interest of this Deed of Trust on any part of the Mortgaged Property.

3.07. Remedies Cumulative.

(a) Generally. No right or remedy herein conferred upon or reserved to Beneficiary or Trustee is intended to be exclusive of any other right or remedy, and each and every such right and remedy shall be cumulative and in addition to any other

right or remedy of Beneficiary or Trustee under any other Related Documents or this Deed of Trust, or at law or in equity. The failure of Beneficiary or Trustee to insist at any time upon the strict observance or performance of any of the provisions of this Deed of Trust, or to exercise any right or remedy provided for herein or in the Notes or any other Related Documents, shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof. Every right and remedy given by this Deed of Trust or any other Related Documents to Beneficiary or Trustee, or to which Beneficiary or Trustee may otherwise be entitled, may be exercised from time to time and as often as may be deemed expedient by Beneficiary or Trustee, and no warrant shall be exhausted by the exercise thereof. Beneficiary and Trustee may pursue inconsistent remedies.

(b) Other Security. Beneficiary and Trustee shall be entitled to enforce payment and performance of any Secured Obligations and to exercise all rights and powers under any other Related Documents or this Deed of Trust, or at law or in equity, notwithstanding that such Secured Obligations may now or hereafter be otherwise secured. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Beneficiary's or Trustee's right to realize upon or enforce any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they in their sole discretion may determine.

3.08. Waiver of Stay, Extension, Moratorium Laws; Equity of Redemption. Grantor shall not at any time (a) insist upon, plead or in any manner whatever claim or take any benefit or advantage of any applicable present or future stay, extension or moratorium Law or (b) claim, take or insist upon any benefit or advantage of any present or future Law providing for the valuation or appraisal of the Mortgaged Property prior to any sale or sales thereof which may be made under or by virtue of the provisions of Section 3.02; and Grantor hereby waives all benefit or advantage of any such Law or Laws. Grantor, for itself and all who may claim under it, hereby waives any and all rights and equities of redemption from sale under the power of sale created hereunder or from sale under any order or decree of foreclosure of this Deed of Trust and all notice or notices of seizure, and all right to have the Mortgaged Property marshalled upon any foreclosure hereof. Neither Beneficiary nor Trustee shall be obligated to pursue or exhaust its rights or remedies as against any part of the Mortgaged Property before proceeding against any other part thereof and Grantor hereby waives any right or claim of right to have Beneficiary or Trustee proceed in any particular order. Grantor hereby waives and releases all errors, defects and imperfections in any proceedings instituted by Beneficiary or Trustee under this Deed of Trust.

3.09. Tenant at Sufferance. After a sale of all or any portion of the Land, Improvements, or Equipment, Grantor shall be considered a tenant at sufferance of the purchaser of the same, and said purchaser shall be entitled to immediate possession thereof, and if Grantor fails to vacate the Mortgaged Property immediately, such purchaser may and shall have the right to, without further notice to Grantor, file an action in forcible entry and detainer, which action shall lie against Grantor or Grantor's assigns or legal representatives, as a tenant at sufferance. Such remedy is cumulative of any and all remedies the purchaser may have hereunder or otherwise.

ARTICLE IV TRUSTEE

Section 4.01. Acceptance by Trustee. Trustee accepts the trusts herein created when this Mortgage, duly executed and acknowledged, is made a public record as provided by law.

Section 4.02. Duties and Compensation. Trustee, by its acceptance hereof, covenants faithfully to perform and fulfill the trusts herein created, being liable, however, only for its negligence or misconduct, and hereby waives any statutory fee and agrees to accept reasonable compensation from Beneficiary in lieu thereof for any services rendered by it in accordance with the terms hereof.

Section 4.03. Action in Accordance With Instructions. Upon receipt by Trustee of instructions from Beneficiary at any time from time to time, Trustee shall (a) give any notice or direction or exercise any right, remedy or power hereunder or in respect of the Mortgaged Property as shall be specified in such instructions, and (b) approve as satisfactory all matters required by the terms hereof to be satisfactory to Trustee or Beneficiary. Trustee may, but need not, take any of such actions in the absence of such instructions.

Section 4.04. Resignation. Trustee may resign at any time upon giving of not less than 30 days' prior notice to Beneficiary, but will continue to act as trustee until its successor shall have been chosen and qualified.

Section 4.05. Successor Trustee. In the event of the death, removal, resignation, or refusal or inability to act of Trustee or in the event that Beneficiary determines for any reason that it desires to appoint a successor trustee, Beneficiary shall have the irrevocable power, with or without cause, without notice of any kind, without specifying any reason therefor, and without applying to any court, to select and appoint a successor trustee by filing a deed or other instrument of appointment for record in each office in which this Mortgage is recorded, and upon such recordation the successor trustee shall become vested with the

same powers, rights, duties and authority of Trustee, as afore-said, with the same effect as if originally made Trustee hereunder. Such successor shall not be required to give bond for the faithful performance of its duties unless required by Beneficiary.

ARTICLE V
MISCELLANEOUS

5.01. Future Advances. All advances and indebtedness arising and accruing from time to time under the Loan Agreement in connection with the Santa Fe Term Loans shall be secured hereby to the same extent as though the Loan Agreement were fully incorporated in this Deed of Trust. Under the Loan Agreement advances shall be made and indebtedness shall be incurred from time to time hereafter, but each such advance or indebtedness in connection with the Santa Fe Standby Term Loans shall be secured hereby as if made on the date hereof.

5.02. Changes in Tax Law. In the event of the passage after the date of this Deed of Trust of any Law deducting from the value of the Mortgaged Property, for the purpose of taxation, any lien thereon, or changing in any way the Laws now in force for the taxation of mortgages, or debts secured thereby, for state or local purposes, or the manner of the operation of any such taxes so as to affect the interest of Beneficiary or Trustee, then and in such event, Grantor shall bear and pay the full amount of such taxes, provided that if for any reason payment by Grantor of any such new or additional taxes would be unlawful (including under the laws of usury) Beneficiary may either declare the whole sum secured by this Deed of Trust, with interest thereon, to be immediately due and payable, or pay that amount or portion of such taxes as would be unlawful to require Grantor to pay, in which event Grantor shall concurrently therewith pay the balance of said taxes.

5.03. Usury. Notwithstanding anything to the contrary in the Santa Fe Standby Term Loan Notes, this Deed of Trust, any of the other Security Documents or in any other agreement entered into in connection therewith or securing the indebtedness evidenced by the Santa Fe Standby Term Loan Notes, whether now existing or hereafter arising and whether written or oral, it is agreed that the aggregate of all interest and other charges constituting interest, or adjudicated as constituting interest, and contracted for, chargeable or receivable under each Santa Fe Standby Term Loan Note, this Deed of Trust or otherwise in connection with the Santa Fe Standby Term Loans shall under no circumstances exceed the maximum rate of interest permitted by applicable law. In the event the maturity of the Santa Fe Standby Term Loan Notes is accelerated by reason of an election by the holders thereof resulting from a default thereunder or under this Deed of Trust, or in any other agreement entered into in connection therewith, or by voluntary prepayment by the Grantor, or

otherwise, then earned interest may never include more than the maximum rate of interest permitted by applicable law, computed from the dates of each advance of the loan proceeds outstanding until payment. If from any circumstance the Banks shall ever receive interest or any other charges constituting interest, or adjudicated as constituting interest, the amount, if any, which would exceed the maximum rate of interest permitted by applicable law shall be applied to the reduction of the principal amount owing on the Santa Fe Standby Term Loan Notes or on account of any other principal indebtedness of the Grantor to the Banks, and not to the payment of interest; or if such excessive interest exceeds the unpaid balance of principal of the Santa Fe Standby Term Loan Notes and such other indebtedness, the amount of such excessive interest that exceeds the unpaid principal balance of the Santa Fe Standby Term Loan Notes and such other indebtedness shall be refunded to the Grantor. All sums paid or agreed to be paid to the Banks in connection with the making Santa Fe Standby Term Loans, including scheduled principal and interest payments thereon, shall be evenly amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full for the purpose of determining the actual rate of interest on such indebtedness so that the actual rate of interest on such indebtedness is uniform through the term thereof.

The terms "maximum amount or "maximum rate" as used herein include, as to Article 5069-1.04 of the revised Civil Statutes of the State of Texas (and as may be incorporated by reference in other statutes of the State of Texas), but otherwise without limitation, that rate based upon the "indicated rate ceiling"; provided, however, that this designation shall not preclude the rate of interest contracted for, charged or received with respect to the indebtedness evidenced by the Santa Fe Standby Term Loan Notes and secured hereby from being governed by, or construed in accordance with, any other state or federal law, including but not limited to Public Law 96-221.

5.04. Further Assurances.

(a) Generally. From time to time upon the request of Beneficiary or Trustee, Grantor shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as Beneficiary or Trustee may deem necessary or desirable to confirm this Deed of Trust, to carry out the purpose and intent hereof, or to enable Beneficiary and Trustee to enforce any of their rights hereunder.

(b) Filings. Grantor immediately upon the execution and delivery of this Deed of Trust, and thereafter from time to time, shall cause this Deed of Trust, any supplements hereto, any financing statements and each instrument of further assurance to be filed, registered or recorded and refiled, reregistered or rerecorded in such manner and in such places as may be required by

any present or future Law in order to publish notice of and perfect the lien and security interest or estate created by this Deed of Trust on or in the Mortgaged Property, and shall pay all fees and costs in connection therewith.

5.05. Amendments, Waivers, Etc. This Deed of Trust cannot be amended, modified, waived, changed, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of such amendment, modification, waiver, change, discharge or termination is sought.

5.06. No Implied Waiver. No course of dealing and no delay or failure of Beneficiary or Trustee in exercising any right, power or privilege under this Deed of Trust, the Santa Fe Standby Term Loan Notes or any other Related Document shall affect any other or future exercise thereof or exercise of any other right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege.

5.07. Notices. All notices, requests, demands, directions and other communications (collectively "notices") under the provisions of this Deed of Trust, except for notices of foreclosure sale, which shall be given in the manner set forth in Section 3.02 hereof, shall be in writing unless otherwise expressly permitted hereunder or thereunder and shall be sent by first-class or first-class express mail, or by facsimile transmission (which shall be effective when received) with confirmation in writing mailed first-class, in all cases with charges prepaid, and any such properly given notice shall be effective when received. All notices shall be sent to the applicable party at its address stated on the first page hereof or in accordance with the last unrevoked written direction from such party to the other parties hereto.

5.08. Payment of Taxes and Expenses. Grantor agrees to pay all stamp, document, transfer, recording or filing taxes or fees and similar impositions now or hereafter determined by Beneficiary or Trustee to be payable in connection with this Deed of Trust, the Santa Fe Standby Term Loan Notes or any other Related Documents, and Grantor agrees to save Beneficiary, the Banks and Trustee harmless from and against any and all present or future claims, liabilities or losses with respect to or resulting from any omission to pay or delay in paying any such taxes, fees or impositions. Grantor agrees to pay and to save Beneficiary harmless against liability for the payment of all reasonable out-of-pocket expenses incurred by Beneficiary in connection with its review of any repair, replacement, alteration, improvement or restoration to the Mortgaged Property in connection with the requirements of Sections 2.02, 2.03 and 2.05, including the fees and expenses of counsel for Beneficiary and of any architect

engaged by Beneficiary to review plans and specifications, inspect work or provide advice with respect to determinations to be made by Beneficiary in connection therewith.

5.09. Interpretation. Unless the context otherwise requires, (a) the term "person" means an individual, corporation, limited liability company, partnership, trust, unincorporated association, joint venture, joint-stock company, government (including political subdivisions), governmental authority or agency, or any other entity, (b) any reference in this Deed of Trust to "Grantor," "Trustee," "Beneficiary" or any other entity shall include its successors and assigns, (c) any reference to an Article or Section shall refer to the specified Article or Section of this Deed of Trust, (d) words importing the singular number include the plural number, and vice versa, (e) the terms "hereof", "hereby", "hereto", "hereunder" and similar terms refer to this entire Deed of Trust, (f) the term "including" shall mean "including without limitation", and (g) any reference to the Mortgaged Property shall refer to the Mortgaged Property or any part thereof or any estate or interest therein. The captions or headings at the beginning of each Article and Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

5.10. Invalidity of Certain Provisions. If the security interest, lien or estate created by this Deed of Trust is invalid or unenforceable as to any part of the Secured Obligations, or as to any part of the Mortgaged Property, the unsecured or partially secured portion thereof shall be completely paid prior to the payment of the remaining and secured or partially secured portion thereof, and all payments made thereon, whether voluntary or pursuant to foreclosure sale or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion thereof which is not secured or fully secured by this Deed of Trust.

5.11. Severability. If any term or provision of this Deed of Trust or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

5.12. GOVERNING LAW. THIS DEED OF TRUST SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

5.13. Successors and Assigns. This Deed of Trust shall run with the Land and shall apply to, inure to the benefit of and bind each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has duly executed and delivered this Deed of Trust as of the date first above written.

Attest:

KOPPERS INDUSTRIES, INC.

M Claire Schamberg

By: DE [Signature]
DE DAVIS

Title: Asst. Secretary
[Corporate Seal]

Title: VP CFO

STATE OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

Before me, the undersigned authority, on this day personally appeared D. E. DAUIS, known to me to be the person whose name is subscribed to the foregoing instrument as the VICE PRESIDENT/CFO of Koppers Industries, Inc. and acknowledged to me that he/she executed the same as such officer for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 30th day of MARCH, 1995.

[SEAL]

Joan B. Stahl
Notary Public in and for
the State of _____

My commission expires:

Beneficiary's Address:
One Mellon Bank Center
Pittsburgh, PA 15258

Notarial Seal
Joan B. Stahl, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Nov. 16, 1998
Member, Pennsylvania Association of Notaries

Exhibit A

Legal Description

[attach legal]

Exhibit B

Leased Property

[attach plat]

Exhibit C

Easement and Easement Property

Water Pipeline Easement and non-exclusive ingress and egress easements created by Easement dated March 20, 1995, from The Atchison, Topeka and Santa Fe Railway Company to Koppers Industries, Inc., recorded in the Deed Records of Burleson County, Texas in Volume 453, Page 421, and more particularly described on the attached description.

Page 1 of 5

Atchison, Topeka and Santa Fe
Railway Company
251.44 Acre Tract
James Lastley Survey, A-35
Burleson County, Texas

Field notes of a 251.44 acre tract or parcel of land, lying and being situated in the James Lastley Survey, Abstract No. 35, Burleson County, Texas, and being part of the following tracts:

- 1) Subdivision 7 and 8 of the James Lastley League, A-35 according to the description and plat recorded in Volume "R", Page 181, of the Deed Records of Burleson County, Texas, said Subdivision 7 and 8 being part of the 3925 acre tract described in the deed from George Sealy to the Gulf, Colorado and Santa Fe Railway Company, recorded in Volume "T", Page 450, of the Deed Records of Burleson County, Texas;
- 2) 78.5 acre tract described in the deed from Gilbert B. Shaw to Gulf, Colorado and Santa Fe Railway Company, recorded in Volume 26, Page 186, of the Deed Records of Burleson County, Texas;
- 3) 75.73 acre First Tract described in the deed from Texas Tie and Lumber Preserving Company to Gulf, Colorado and Santa Fe Railway Company, recorded in Volume 30, Page 557, of the Deed Records of Burleson County, Texas;
- 4) 161.33 acre tract "A" and 20.35 acre Tract "B" described in the deed from Gulf, Colorado and Santa Fe Railway Company to Santa Fe Tie and Lumber Preserving Company, recorded in Volume 83, Page 241, of the Deed Records of Burleson County, Texas;
- 5) 66.40 acre tract described in the deed from Ernest S. Marsh to Santa Fe Tie and Lumber Preserving Company, recorded in Volume 105, Page 116, of the Deed Records of Burleson County, Texas;
- 6) Various lots within the Texas Tie and Lumber Preserving Company's Addition to Somerville, as made by J. F. Hervey, County Surveyor, Volume 20, Page 214, identified as the Sixth Tract described in the deed from Texas Tie and Lumber Preserving Company to Gulf, Colorado and Santa Fe Railway Company, Recorded in Volume 30, Page 557, of the Deed Records of Burleson County, Texas;

- 7) And being part of the property described in the deed from Santa Fe Tie and Lumber Preserving Company to Gulf, Colorado and Santa Fe Railway Company, recorded in Volume 107, Page 80, of the Deed Records of Burleson County, Texas;

and being all of the following tracts:

- 8) Lot 2, Texas Tie and Lumber Preserving Company's Addition to Somerville, described in the deed from William Burrell, et ux, to Gulf, Colorado and Santa Fe Railway Company, recorded in Volume 27, Page 340, of the Deed Records of Burleson County, Texas;
- 9) Lot 5, Texas Tie and Lumber Preserving Company's Addition to Somerville, described in the deed from Palmer Stamps, et ux, to Gulf, Colorado and Santa Fe Railway Company, recorded in Volume 27, Page 345, of the Deed Records of Burleson County, Texas;
- 10) Lot 9, Texas Tie and Lumber Preserving Company's Addition to Somerville, described in the deed from Manuel Prescott, to Gulf, Colorado and Santa Fe Railway Company, recorded in Volume 27, Page 339, of the Deed Records of Burleson County, Texas;
- 11) Lot 13, Texas Tie and Lumber Preserving Company's Addition to Somerville, described in the deed from Dave Wilson, et ux, to Gulf, Colorado and Santa Fe Railway Company, recorded in Volume 27, Page 406, of the Deed Records of Burleson County, Texas;
- 12) Lot 14, Texas Tie and Lumber Preserving Company's Addition to Somerville, described in the deed from Daniel Wheat, et ux, to Gulf, Colorado and Santa Fe Railway Company, recorded in Volume 27, Page 344, of the Deed Records of Burleson County, Texas;
- 13) Lot 15, Texas Tie and Lumber Preserving Company's Addition to Somerville, described in the deed from Wesley Hudson, et ux, to Gulf, Colorado and Santa Fe Railway Company, recorded in Volume 27, Page 342, of the Deed Records of Burleson County, Texas;
- 14) Lot 16, Texas Tie and Lumber Preserving Company's Addition to Somerville, described in the deed from Green Nubye, et ux, to Gulf, Colorado and Santa Fe Railway Company, recorded in Volume 27, Page 347, of the Deed Records of Burleson County, Texas;
- 15) Lot 18, Texas Tie and Lumber Preserving Company's Addition to Somerville, described in the deed from Will Mahair, et ux to Gulf, Colorado and Santa Fe Railway Company, recorded in Volume 28, Page 37, of the Deed Records of Burleson County, Texas;

and being more particularly described as follows:

BEGINNING at the ½" iron rod set in the centerline of County Road No. 423 (People's Road) at the west corner of the 73.14 acre tract described in the deed to Billie Hinton Gaines, Jr., recorded in Volume 335, Page 381, of the Deed Records of Burleson County, Texas, the intersection of the common line between Subdivision 8 and 10 of the James Lastley League, as recorded in Volume "R", Page 181, with the centerline of said County Road bears N 51° 09' 40" E - 48.15 feet;

THENCE S 37° 34' 34" E along the southwest line of the beforementioned 73.14 acre tract and the remainder of the 148.14 acre tract described in the deed to Sam Gaines, et ux, recorded in Volume 105, Page 201, of the Deed Records of Burleson County, Texas, at a distance of 30.6 feet, pass an extension of the fenced southeast line of County Road No. 423, continue on at a distance of 1193.2 feet, a 6' chain-link security fence post bears southwest 236.4 feet, continue on at a distance of 2533.9 feet, a 6' chain-link security fence post bears southwest 407.8 feet, continue on at a distance of 4582.6 feet a 6' chain-link security fence post bears southwest 1552.4 feet, at a distance of 5183.4 feet, a ¾" iron pipe found at an 8" crossote post fence corner found marking the common corner between the beforementioned 73.14 acre tract and the 148.14 acre tract bears northeast 1.0 feet, continue on for a total distance of 5590.22 feet to a ½" iron rod set;

THENCE S 52° 25' 26" W 620.77 feet to a 6' chain-link security fence post, and common corner of the beforementioned 161.33 acre tract and the 66.40 acre tract bears N 31° 43' 50" E - 114.7 feet;

THENCE S 06° 55' 59" W along a 6' chain-link security fence for a distance of 251.98 feet to a ½" iron rod set in the northeast line of the beforementioned Texas Tie and Lumber Preserving Company Addition;

THENCE S 46° 01' 37" E along the northeast line of the Texas Tie and Lumber Preserving Company Addition, for a distance of 325.07 feet to a ½" iron rod set at the east corner of Lot 11 (Sixth Tract Volume, 30, Page 557);

THENCE S 43° 58' 23" W along the southeast lines of Lots 11 and 12, for a distance of 400.00 feet to a ½" iron rod set at the south corner of Lot 12 (Sixth Tract, Volume 30, Page 557);

THENCE S 46° 01' 37" E crossing a 40' street and continuing along the southwest line of Lot 19, for a distance of 257.80 feet to a ½" iron rod set at the south corner of Lot 19 (Sixth Tract, Volume 30, Page 557);

THENCE S 43° 58' 23" W crossing a 40' street and continuing along the southeast line of the beforementioned Lot 18, for a distance of 240.00 feet to a ½" iron rod set at the south corner of said Lot 18;

THENCE S 46° 01' 37" E along the northeast line of Lot 24, for a distance of 217.80 feet to a ½" iron rod set at the east corner of Lot 24 (Sixth Tract, Volume 30, Page 557);

THENCE S 43° 58' 23" W along the southeast line of Lot 24, for a distance of 200.00 feet to a ½" iron rod set at the south corner of Lot 24, a 6' chain-link security fence corner post bears N 60° 51' W - 143.8 feet, the common corner between the beforementioned 75.73 acre First Tract and Lot 17 (Sixth Tract, Volume 30, Page 557) bears N 46° 01' 37" W - 51.03 feet;

THENCE S 46° 01' 37" E crossing a 40' street, continue along the common line between Lot 25 (Sixth Tract, Volume 30, Page 557) and the beforementioned 75.73 acre First Tract (Volume 30, Page 557), for a distance of 257.80 feet to a ½" iron rod set at the south corner of the said Lot 25;

THENCE S 43° 58' 23" W for a distance of 355.80 feet to a ½" iron rod set 165.00 feet from the centerline of the main track of The Atchison, Topeka and Santa Fe Railway Company;

THENCE N 37° 33' 05" W parallel with and 165.00 feet northeast of the centerline of the main track of The Atchison, Topeka and Santa Fe Railway Company, at a distance of 703.1 feet, a 6' chain-link security fence corner bears northeast 14.1 feet, continue on at a distance of 2840.3 feet a 6' chain-link security fence corner bears northeast 14.1 feet, continue on at a distance of 4630.7 feet, a 2" iron pipe filled with concrete and a railroad spike found marking the south corner of a 2.97 acre tract described in the Land Use Notice, recorded in Volume 451, Page 877, of the Deed Records of Burleson County, Texas, bears northeast 3.0 feet, continue on at a distance of 5153.4 feet, the end of the 6' chain-link security fence bears southwest 26.5 feet, continue on for a total distance of 6843.52 feet to a ½" iron rod set in the centerline of the beforementioned County Road No. 423, a ½" iron rod set for reference bears S 37° 13' 56" W - 185.17 feet;

THENCE along the centerline of County Road No. 423 as follows:

N 48° 46' 24" E	260.41 feet, a 16" snag fence post bears N 78° 53' E - 63.7 feet,
N 46° 39' 09" E	378.53 feet, a 6" split creosote post fence bears S 46° 48' E - 25.6 feet,
N 44° 27' 19" E	327.83 feet,
N 46° 35' 03" E	101.44 feet;

THENCE S 37° 30' 22" E at a distance of 32.2 feet pass a chain-link fence corner post found marking the west corner of a 2.52 acre tract described in the deed to Sweet Home Cemetery Association, recorded in Volume 156, Page 511, of the Deed Records of Burleson County, Texas, continue along said chain-link fence, same being the southwest line of the said 2.52 acre tract for a total distance of 355.85 feet to a chain-link fence corner post found marking the south corner of the said 2.52 acre tract;

THENCE N 52° 30' 39" E along the chain-link fence found marking the southeast line of the beforementioned 2.52 acre tract, for a distance of 329.89 feet to a chain-link fence corner post found marking the east corner of the said 2.52 acre tract;

THENCE N 37° 29' 48" W along the chain-link fence found marking the northeast line of the beforementioned 2.52 acre tract, at a distance of 350.0 feet pass a chain-link fence corner post found marking the north corner of the said 2.52 acre tract, continue on for a total distance of 381.91 feet to the centerline of the beforementioned County Road No. 423;

THENCE along the centerline of the beforementioned County Road No. 423, as follows:

N 48° 42' 29" E 85.72 feet,
N 51° 09' 40" E 344.21 feet to the PLACE OF BEGINNING,
containing 251.44 acres of land, more or less,
of which 1.05 acres lie within the fenced right-
of-way of County Road No. 423.

Bearings based on True North, as obtained by Solar Observation.

Atchison, Topeka and Santa Fe
Railway Company
15' x 17' Water Well Site
Orville Perry Survey, A-45
Lyons, Burleson County, Texas

Field notes of a 15' x 17' tract or parcel of land, lying and being situated in the Orville Perry Survey, Abstract No. 45, Burleson County, Texas, and lying within the railroad right-of-way as shown on the plat of the Town of Lyons according to the plat recorded in Volume 5, Page 99, of the Deed Records of Burleson County, Texas, and being part of the 64½ acre tract described in the deed from W. A. Lyon and wife Louisa, et al, to Gulf, Colorado and Santa Fe Railway Company, recorded in Volume "R", Page 617, of the Deed Records of Burleson County, Texas, and being more particularly described as follows:

COMMENCING at the ¾" iron rod at 6" cedar post fence corner found marking the intersection of the northeast line of the beforementioned 64½ acre tract with the southeast right-of-way line of Farm-to-Market Road No. 60;

THENCE S 52° 18' 00" W along the southeast right-of-way line of Farm-to-Market Road No. 60, for a distance of 734.10 feet to the intersection of said right-of-way line with the northeast right-of-way line of Atchison, Topeka and Santa Fe Railway (said point being 100' from the main track);

THENCE S 37° 33' 36" E parallel with and 100' from the centerline of the main track of the Atchison, Topeka and Santa Fe Railway for a distance of 96.16 feet to a ½" iron rod set;

THENCE S 52° 26' 24" W 25.26 feet to a ½" iron rod set for the **PLACE OF BEGINNING** of this description, a chain link fence corner bears N 82° 52' E - 0.8 feet;

THENCE S 37° 33' 36" E 17.00 feet to a ½" iron rod set, a chain link fence corner bears S 56° 54' E - 0.3 feet;

THENCE S 52° 26' 24" W 15.00 feet to a chain link fence corner;

THENCE N 37° 33' 36" W parallel with and 59.7 feet from the centerline of the centerline of the main track of the Atchison Topeka and Santa Fe Railway, for a distance of 17.00 feet to a ½" iron rod set, a chain link fence corner bears N 53° 30' E - 0.6 feet;

THENCE N 52° 26' 24" E 15.00 feet to the **PLACE OF BEGINNING**, containing 225 square feet of land, more or less.



10' Water Line Easement
Beginning at the 15' x 17' Water Well Site
Lyons, Texas
To The
251.44 Acre Tract - Preserving Plant Site
Somerville, Texas

Exhibit C

A 10' wide water line easement, 5 feet on each side of the centerline of an existing 3 inch water pipeline as constructed across property owned by the Atchison, Topeka and Santa Fe Railway Company as described in deeds recorded in Book R, Page 176, dated November 16, 1879, Book R, Page 252, dated December 2, 1879, Book W, Page 492, dated July 14, 1884, Book R, Page 112, dated September 24, 1879, Book 17, Page 254, dated November 11, 1899 and Volume 56, Page 153, dated July 17, 1950, as recorded in the Burleson County Records and located on the Galveston Subdivision between Lyons and Somerville, Burleson County, Texas, being generally described as follows:

COMMENCING at the $\frac{1}{2}$ " iron rod at 6" cedar post fence corner found marking the intersection of the northeast line of a 64 $\frac{1}{2}$ acre tract described in the deed from W. A. Lyon and wife Louisa, et al, to Gulf, Colorado and Santa Fe Railway Company, recorded in Volume R, Page 617, of the Deed Records of Burleson County, Texas, with the southeast right-of-way line of Farm-to-Market Road No. 60;

THENCE S 52° 18' 00" W along the southeast right-of-way line of Farm-to-Market Road No. 60, for a distance of 734.10 feet to the intersection of said right-of-way line with the northeast right-of-way line of Atchison, Topeka and Santa Fe Railway (said point being 100' from the main track);

THENCE S 37° 33' 36" E parallel with and 100' from the centerline of the main track of the Atchison, Topeka and Santa Fe Railway for a distance of 96.16 feet to a $\frac{1}{2}$ " iron rod set;

THENCE S 52° 26' 24" W 32.8 feet to the **PLACE OF BEGINNING** of this description;

THENCE southeasterly along the centerline of said existing 3 inch waterline located on the Atchison, Topeka and Santa Fe Railway Company's property, being approximately 30' east of the main track, approximately 9,180 feet;

THENCE northeasterly along the centerline of the existing 3 inch waterline, located in the northwest ditch line for County Road No. 423 (Peoples Road), approximately 365 feet;

THENCE southeasterly along the centerline of the existing 3" waterline crossing County Road No. 423 to the end of this easement in the centerline of said County Road, same being the northwest line of the 251.44 acre Preserving Plant Site.

20' Water Line Easement
Beginning at the 15' x 17' Water Well Site
Lyons, Texas
To The
251.44 Acre Tract - Preserving Plant Site
Somerville, Texas

A 20' wide water line easement, 10 feet on each side of the centerline of an existing 3 inch water pipeline as constructed across property owned by the Atchison, Topeka and Santa Fe Railway Company as described in deeds recorded in Book R, Page 176, dated November 16, 1879, Book R, Page 252, dated December 2, 1879, Book W, Page 492, dated July 14, 1884, Book R, Page 112, dated September 24, 1879, Book 17, Page 254, dated November 11, 1899 and Volume 56, Page 153, dated July 17, 1950, as recorded in the Burleson County Records and located on the Galveston Subdivision between Lyons and Somerville, Burleson County, Texas, being generally described as follows:

COMMENCING at the $\frac{3}{8}$ " iron rod at 6" cedar post fence corner found marking the intersection of the northeast line of a $64\frac{1}{2}$ acre tract described in the deed from W. A. Lyon and wife Louisa, et al, to Gulf, Colorado and Santa Fe Railway Company, recorded in Volume R, Page 617, of the Dead Records of Burleson County, Texas, with the southeast right-of-way line of Farm-to-Market Road No. 60;

THENCE S 52° 18' 00" W along the southeast right-of-way line of Farm-to-Market Road No. 60, for a distance of 734.10 feet to the intersection of said right-of-way line with the northeast right-of-way line of Atchison, Topeka and Santa Fe Railway (said point being 100' from the main track);

THENCE S 37° 33' 36" E parallel with and 100' from the centerline of the main track of the Atchison, Topeka and Santa Fe Railway for a distance of 96.16 feet to a $\frac{1}{2}$ " iron rod set;

THENCE S 52° 26' 24" W 32.8 feet to the **PLACE OF BEGINNING** of this description;

THENCE southeasterly along the centerline of said existing 3 inch waterline located on the Atchison, Topeka and Santa Fe Railway Company's property, being approximately 30' east of the main track, approximately 9,180 feet;

THENCE northeasterly along the centerline of the existing 3 inch waterline, located in the northwest ditch line for County Road No. 423 (Peoples Road), approximately 365 feet;

THENCE southeasterly along the centerline of the existing 3" waterline crossing County Road No. 423 to the end of this easement in the centerline of said County Road, same being the northwest line of the 251.44 acre Preserving Plant Site.

Atchison, Topeka and Santa Fe
Railway Company
20' Access Easement to
Water Well Site
Orville Perry Survey, A-45
Lyons, Burleson County, Texas

Field notes of the centerline of a 20' access easement, lying and being situated in the Orville Perry Survey, Abstract No. 45, Burleson County, Texas, and lying within the railroad right-of-way as shown on the plat of the Town of Lyons according to the plat recorded in Volume 5, Page 99, of the Deed Records of Burleson County, Texas, and being part of the 64½ acre tract described in the deed from W. A. Lyon and wife, Louisa, et al, to Gulf, Colorado and Santa Fe Railway Company, recorded in Volume "R", Page 617, of the Deed Records of Burleson County, Texas, said centerline being more particularly described as follows:

COMMENCING at the ½" iron rod at 6" cedar post fence corner found marking the intersection of the northeast line of the beforementioned 64½ acre tract with the southeast right-of-way line of Farm-to-Market Road No. 60;

THENCE S 52° 18' 00" W along the southeast right-of-way line of Farm-to-Market Road No. 60, at a distance of 734.10 feet past the northeast right-of-way line (100' from centerline of track) at the Atchison, Topeka and Santa Fe Railway, continue for a total distance of 766.86 feet to a ½" iron rod set at the **PLACE OF BEGINNING** of this description, the centerline intersection of the beforementioned Farm-to-Market Road No. 60 and the Atchison, Topeka and Santa Fe Railway bears N 45° 33' 41" W - 83.70 feet;

THENCE S 37° 33' 36" E parallel with and 67.24 feet northeast of the centerline of the beforementioned Atchison, Topeka and Santa Fe Railway, for a distance of 96.08 feet to the northwest line of a 15' x 17' water well site, and the end of this description, a ½" iron rod set at the north corner of the 15' x 17' water well site bears N 52° 26' 24" E - 7.50 feet.