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MTC 1340-2307

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STATE OF OREGON  
Corporation Division - UCC  
255 Capitol Street NE, Suite 151  
Salem, OR 97310-1327  
(503) 986-2200 Facsimile (503) 373-1166  
<http://www.sos.state.or.us/corporation/corphp.htm>

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## STATE FINANCING STATEMENT STANDARD FORM

PLEASE TYPE OR PRINT LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79. A carbon, photographic, or other reproduction of this form, financing statement, or security agreement may be filed as a financing statement under ORS Chapter 79.

## A. DEBTOR NAME(S) (If individual, list last name first.)

1. Wheeling-Pittsburgh Steel Corporation

2. \_\_\_\_\_

3. \_\_\_\_\_

## DEBTOR MAILING ADDRESS:

1134 Market Street  
Wheeling, West Virginia 26003

## B. SECURED PARTY(IES) NAME AND ADDRESS

Citicorp USA, Inc., as Agent  
399 Park Avenue  
6th floor, Zone 4  
New York, NY 10043

Contact Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

## C. ASSIGNEE(S) NAME AND ADDRESS (If any)

Contact Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

## D. DEBTOR SIGNATURE(S) REQUIRED

Wheeling-Pittsburgh Steel Corporation

By: [Signature]

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

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

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

E. DEBTOR SIGNATURE(S) NOT REQUIRED. If applicable, check the appropriate box below to file without debtor signature(s). This statement is filed without the debtor signature(s) to perfect a security interest in collateral. **Secured Party must sign**, when debtor signature(s) is not required. See instructions for further information.

- ☐ Collateral already subject to a security interest in another jurisdiction.  
☐ Which is proceeds of the described original collateral which was perfected.  
☐ Collateral as to which the filing has lapsed.  
☐ Collateral acquired after a change of name, identity, or corporate structure of debtor.

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

Secured Party Signature

Secured Party Signature

RETURN ACKNOWLEDGMENT LETTER TO: (Include name, address, and identifier for the debtor listed above. Limit the identifier to eight characters. REFER TO INSTRUCTION, NUMBER 5.) Please do not type or print outside of bracketed area.

## FEES

Make check for \$10.00 payable  
to "Corporation Division."

NOTE: Filing fees may be paid with VISA or MasterCard.  
The card number and expiration date should be submitted  
on a separate sheet of paper for your protection.

DO NOT SUBMIT DUPLICATES OF THIS FILING AND/OR ATTACHMENTS.

EXHIBIT ALEGAL DESCRIPTION

A tract of land situated in the S1/2 SE1/4 of Section 16, T39S, R9EWM, Klamath County, Oregon, more particularly described as follows:

That portion of said S1/2 SE1/4 of Section 16 lying southerly of the U.S.B.R. 1-G drain, northerly of the U.S.B.R. F-23 lateral, and westerly of the following described line: Beginning at a point from which the corner common to Sections 15, 16, 21, and 22 bears S 89 degrees 47' 10" E 682.71 feet and N 00 degrees 16' 52" E 20.00 feet; thence N 00 degrees 16' 52" E 89.63 feet; thence along the arc of a curve to the left (radius equals 70.00 feet and central angle equals 33 degrees 47' 46") 41.29 feet; thence N 33 degrees 30' 54" W 503.34 feet, more or less, to the southerly right of way line of the U.S.B.R. 1-G drain, containing 6.5 acres, more or less.

EXHIBIT B

ALL rights, title and interest of Debtor in and to all buildings and improvements (hereinafter collectively referred to as the "Improvements") pertaining to the real property described in Exhibit A (the "Leasehold") and all right, title and interest, if any, of Debtor in and to the streets, roads, sidewalks and alleys abutting the Leasehold, and strips and gores within or adjoining the Leasehold, the air space and right to use said air space above the Leasehold and any transferable development or similar rights appurtenant thereto, all rights of ingress and egress by motor vehicles to parking facilities on or within the Leasehold, all easements now or hereafter affecting the Leasehold, royalties and all rights appertaining to the use and enjoyment of the Leasehold, including alley, drainage, mineral, water, oil and gas rights;

TOGETHER with all fixtures and all appurtenances and additions thereto and substitutions or replacements thereof owned by Debtor and now or hereafter attached to the Premises (as hereinafter defined);

TOGETHER with all property, tangible and intangible, and all additions thereto and substitutions or replacements thereof owned by Debtor and now or hereinafter contained in, or used in connection with the Premises or placed on any part thereof whether or not attached thereto (all of the foregoing, including the items hereinafter enumerated, collectively referred to as the "Equipment"), including all removable window and floor coverings, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator plants, cooking facilities, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures (the Leasehold, together with the Improvements and the Equipment, are hereinafter collectively referred to as the "Premises");

TOGETHER with all rights, title and interest of Debtor in and to all leases, subleases, lettings and licenses of, and all other contracts, bonds and agreements affecting the Premises or any part thereof now or hereafter entered into, and all amendments, modifications, supplements, additions, extensions and renewals thereof (all of the foregoing hereinafter collectively referred to as the "Leases"), including cash and securities deposited thereunder (as down payments, security deposits or otherwise), the right to receive and collect the rents, security deposits, income, proceeds, earnings, royalties, revenues, issues and profits payable thereunder and the rights to enforce, whether at law or in equity or by any other means, all provisions and options thereof or thereunder (all of the foregoing hereinafter collectively referred to as the "Rents");

TOGETHER with all rights, title and interest of Debtor in and to all rights, dividends and/or claims of any kind whatsoever relating to the Premises (including damage, secured, unsecured, lien, priority and administration claims); together with the right to take any action or file any papers or process in any court of competent jurisdiction, which may in the opinion of Secured Party be necessary to preserve, protect, or enforce such rights or claims, including the filing of any proof of claim in any insolvency proceeding under any state, federal or other laws and any rights, claims or awards accruing to or to be paid to Debtor in its capacity as landlord under any Lease;

TOGETHER with all rights, title and interest of Debtor in and to all other agreements, rights, written materials and intangible personal property (whether now or in the future existing) arising in connection with, derived from or otherwise relating to the Premises or any portion thereof or the ownership, development, construction, use, operation, occupancy, lease, sale or financing of the Premises or any portion thereof, including: (i) permits, approvals, consents and other authorizations; (ii) improvement plans and specifications and architectural drawings; (iii) agreements with contractors, subcontractors and suppliers; (iv) warranties and guaranties; and (v) escrow proceeds, reserves, deposits, bonds, deferred payments, refunds, rebates, discounts, cost savings and leases;

TOGETHER with all rights, title and interest of Debtor in and to all unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and relating to the Premises and all proceeds of the conversion, voluntary or involuntary, of the Premises into cash or liquidated claims, including proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Premises by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any easement therein, including awards for any change of grade of streets (collectively, "Awards");

TOGETHER with all rights, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, any of the foregoing hereafter acquired by, or released to, Debtor or constructed, assembled or placed by Debtor on the Premises and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assemblage, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Debtor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein;

TOGETHER with all rights, title and interest of Debtor in and to all refunds or rebates of taxes or payments in lieu of taxes now or hereafter assessed or levied against the Leasehold.

Record and return to:

Title Associates Inc.  
430 Park Avenue  
New York, NY 10022

Attn: R. King/L. Williams

Reference # SSN01-848

State of Oregon, County of Klamath  
Recorded 02/15/01, at 3:22 p.m.  
In Vol. M01 Page 6310  
*Linda Smith,*  
County Clerk Fee\$ 41.00