
SALT LAKE CITY COUNCIL STAFF REPORT

DATE: April 15, 2008

SUBJECT: Industrial Revenue Bond Application
Intsel Steel West, LLC

STAFF REPORT BY: Jennifer Bruno, Budget & Policy Analyst

AFFECTED COUNCIL DISTRICTS: District 2

ADMINISTRATIVE DEPT: Community and Economic Development
AND CONTACT PERSON: Ed Butterfield

POTENTIAL MOTIONS:

1. **["I move that the Council"]** Adopt the attached resolution providing for the financing by Salt Lake City, Utah (the "issuer") of the acquisition and/or construction of a manufacturing facility including equipment and related facilities (the "Project") to be located in Salt Lake City, Utah, for use by Intsel West Properties, LLC, or any related company (the "borrower") in order to promote the general welfare of the residents of the state of Utah; Authorizing and providing for the issuance by the issuer of its \$6,000,000 Tax-exempt Industrial Development Revenue Bond (Intsel West Properties, LLC Project), Series 2008A, \$400,000 Taxable Industrial Development Revenue Bond (Intsel West Properties, LLC Project), Series 200B and \$1,100,000 Taxable Industrial Development Revenue Bond (Intsel West Properties, LLC Project), Series 2008C, which will be payable solely from the Revenues arising from the pledge of a loan agreement amount the issuer, the borrower, and GE Government Finance, Inc, as lender and as collateral agent; Authorizing the execution and delivery of said loan agreement, an escrow agreement and related documents; Confirming the sale of said bonds; and related matters.

-or-

2. **["I move that the Council"]** Not adopt the attached resolution.
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The following information was provided previously for the Council Work Session on March 13, 2008. It is provided again for your reference.

KEY ELEMENTS:

- A. Intsel West Properties, LLC (a subsidiary of Triple S Steel) has submitted an application to Salt Lake City for a \$6 million, tax-exempt, and a \$1.5 million taxable Industrial Revenue Bond.
 1. The funds will be used for rehabilitation of an existing building and construction of a new building at their existing property at 1887 South 700 West. Their existing property encompasses 18.63 acres, and no new property will be acquired at this site.
 2. The cost of the renovation/expansion is estimated at \$9.6 million. The developer is investing \$2.1 million in equity (22% of the total construction cost).

3. The project will bring at least 23 new jobs to Salt Lake City and another 16 jobs are planned over 5 years. The Salt Lake City facility payroll will increase by over \$1 million immediately and by another \$1.9 million over a 5-year period (this includes standard wage increases). These jobs are accessible by the Central City/Glendale neighborhoods, an underserved employment market, and will be located where there is existing City infrastructure.
 4. The expansion will increase the assessed value of the property by approximately \$4 million.
 5. Triple S steel (based in Houston) has acquired R& S Steel (currently operating in Lehi) and Alta-Steelco (operating in Salt Lake City). They will be consolidating both operations into the Intsel West Salt Lake City facility, transferring the \$24 million in annual gross sales from Lehi to Salt Lake.
- B. The property is currently zoned M-1 (Light Manufacturing). It is surrounded on the South, West, and North sides by M-1, and is bordered by rail lines on the East side.
1. The surrounding uses are predominantly light manufacturing/industrial uses.
 2. The activities on site include fabricating and distribution of steel beams, channels, tube, pipe, and plate.
- C. Triple S Steel/Intsel West Properties has secured GE Government Finance as the purchaser of the bonds. The City is acting as a conduit for this transaction, and is lending its AAA credit rating to the tax-exempt bonds.
1. This in no way obligates the City for repayments of the bond should Triple S Steel default (see background section for additional discussion of Industrial Revenue Bonds).
 2. The financial statements for Triple S Steel are available upon request.
- D. The committee reviewing this application voted unanimously to support the request. There were a couple of questions however, that have since been addressed by the applicant:
1. Wages and benefits – all employees (including hourly) receive life, health, dental, sick, vacation, and holiday benefits.
 2. Environmental issues –
 - i. The company will be replacing the use of many of its diesel forklifts with electric cranes. These are more energy efficient, better for the environment in terms of carbon emissions, and quieter.
 - ii. The Company will be hard surfacing a majority of the property, which will reduce dust from the facility.
 - iii. No materials that are used or generated on-site are considered “unstable” and many are readily recyclable.
 3. 700 West frontage – the company will install 1200 feet of drought-tolerant landscaping along the 700 West frontage.
- E. If the Council is ok with proceeding with this request, the following is a tentative timetable for approval (*see item #F in the “Background” section for more detail on these steps*):

March 13	City Council receives briefing on the plan of financing
March 18	City Council approves Inducement Resolution and schedules public hearing (TEFRA) for the proposed bond issue
March 23	Publication of “Notice of Public Hearing” in <u>Salt Lake Tribune</u>
April 8	City Council holds TEFRA Hearing and approves final Bond Resolution (tentative)
April 10	Bond Closing

BACKGROUND:

- A. Industrial Revenue Bonds (IRBs) are tax-exempt bonds issued by a qualified governmental entity for the tax benefit to a private organization – the governmental entity can lend its tax-exempt status and credit rating (if applicable) to the bond issuance, thereby securing a lower interest rate for the borrower and reducing the total cost of debt to the private entity.
- B. Repayment of these bonds relies exclusively upon revenues generated by the private entity, and is not considered an obligation of the issuing local governmental entity.
- C. The private entity enters into an agreement with a third party bank, that will be the purchaser of these bonds (in this case, GE Government Finance). This third party will be responsible should the revenue of the private entity not cover the debt service on the bond. The City is in no way liable for the private entity's debt service.
- D. The IRS places a limit each year on the dollar amount of IRBs a State may authorize – referred to as a "volume cap." Utah was authorized to receive \$256 million of volume cap in calendar year 2007. The State legislature then decides where this volume cap is allotted. In 2007:
 - 44% or \$112.6 million was allotted to Utah Housing Corporation for mortgages for first time homebuyers
 - 33% or \$84.5 million was allotted to the State Board of Regents for student loans
 - 11% or \$28.2 million was allotted to "affordable rental housing"
 - 11% or \$28.2 million was allotted to "manufacturing" (*note: this is the category that Intsel West Properties' request was submitted to*)
 - 1% or \$2.56 million was allotted to the "special use category" which is at the State's discretion
- E. The private organization seeking these bonds must apply for and receive an allocation of "volume cap" from the State to request a local entity issue these bonds.
- F. Industrial Revenue Bond process steps:
 - 1. The private entity would secure the volume cap from the state.
 - 2. The private entity would secure a third party bank to purchase the bonds.
 - 3. The private entity would complete and submit to Salt Lake City the Application for Industrial Revenue Bonds.
 - a. The application asks the private entity to identify rationale for seeking public support, what are possible positive economic, social, and physical benefits, how the development could contribute to the City's goals, and how the development would increase jobs.
 - b. It also has the applicant provide detailed financial information, including a plan for repayment of bonds.
 - 4. The application is then reviewed by a committee of City staff (the committee includes representatives from the Attorney's Office, Housing and Neighborhood Development, Economic Development, City Treasurer's Office, the Redevelopment Agency, and the City's financial advisor). The committee discusses the application and makes a recommendation to either forward the request to the Council or request more information.
 - 5. The application is presented to the Council in a work session briefing.
 - 6. If the Council is agreeable, they adopt an "Inducement Resolution" (which indicates the official intent to pursue a bond), and schedule a TEFRA hearing (Tax Equity and Fiscal Responsibility Act) to allow interested members of the public to express their views regarding the issuance of bonds.
 - 7. After the TEFRA hearing the Council may approve a final bond resolution, which would allow the funds to be released to the private entity.



cc: David Everitt, Esther Hunter, Lyn Creswell, Ed Rutan, Boyd Ferguson, LuAnn Clark, Karen Halladay, Sylvia Richards, Lehua Weaver

DANIEL A. MULE
CITY TREASURER

SALT LAKE CITY CORPORATION
DEPARTMENT OF MANAGEMENT SERVICES
TREASURER'S DIVISION

RALPH BECKER
MAYOR

COUNCIL TRANSMITTAL

TO: David Everitt, Chief of Staff 
DATE: April 7, 2008
FROM: Daniel A. Mulé, City Treasurer 
SUBJECT: Industrial Development Revenue Bonds – Intsel West Properties, LLC Project, Series 2008A, Series 2008B and Series 2008C

STAFF CONTACT: Daniel A. Mulé, City Treasurer – 535-6411

RECOMMENDATION: That the City Council adopt the Resolution for Industrial Development Revenue Bonds, Intsel West Properties, LLC Project, authorizing and providing for the issuance of \$6,000,000 tax-exempt Bonds, Series 2008A; \$400,000 taxable Bonds, Series 2008B; and \$1,100,000 taxable Bonds, Series 2008C. Certain members of the City's Industrial Revenue Bond Advisory Committee reviewed the Bond Resolution and recommend favorable action by the City Council

DOCUMENT TYPE: Resolution

BUDGET IMPACT: None – Intsel West Properties, LLC has already paid a \$1,000 non-refundable application fee and will submit an additional \$14,000 at closing to reimburse the City for expenses incurred in issuing the Bonds.

DISCUSSION: The City Council held a briefing on March 13, 2008 to discuss the Intsel Project. On March 18, 2008 an Inducement Resolution was adopted by the City Council and a TEFRA Hearing was scheduled for April 8, 2008. Following the closing of the TEFRA Hearing, the City Council will consider referring the adoption of the attached Bond Resolution to the April 15, 2008 Council meeting. The Loan Agreement and the Escrow Agreement, which are Exhibits B and C respectively of the Bond Resolution are also attached.

Attachments

cc: Ed Butterfield, Boyd Ferguson, Steve Fawcett, Randy Hillier, Gordon Hoskins, Marina Scott

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LOCATION: 451 SOUTH STATE STREET, ROOM 228, SALT LAKE CITY, UTAH 84111

MAILING ADDRESS: P.O. BOX 145462, SALT LAKE CITY, UTAH 84114-5462

TELEPHONE: 801-535-7946 FAX: 801-535-6018

WWW.SLCGOV.COM

Salt Lake City, Utah

April 15, 2008

The City Council (the "City Council") of Salt Lake City, Utah (the "Issuer"), met in regular session at the regular meeting place of the Council in Salt Lake City, Utah, on April 15, 2008, at the hour of 7:00 p.m., with the following members of the Council being present:

Present:

Jill Remington-Love	Chair
Carlton Christensen	Vice Chair
Søren Dahl Simonsen	Councilmember
K. Eric Jergensen	Councilmember
Van Blair Turner	Councilmember
Luke Garrott	Councilmember
J.T. Martin	Councilmember

Also present:

Ralph Becker	Mayor
Edwin P. Rutan, II	City Attorney
Christine Meeker	Deputy City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Deputy City Recorder determined that the notice requirements of the Open Meeting Law had been met with respect to this April 15, 2008, meeting, as indicated by the Certificate of Compliance, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to a motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

This resolution (the "Resolution") was then signed by the Mayor and recorded by the Deputy City Recorder in the official records of Salt Lake City, Utah.

The Resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE FINANCING BY SALT LAKE CITY, UTAH (THE "ISSUER") OF THE ACQUISITION AND/OR CONSTRUCTION OF A MANUFACTURING FACILITY INCLUDING EQUIPMENT AND RELATED FACILITIES (THE "PROJECT") TO BE LOCATED IN SALT LAKE CITY, UTAH, FOR USE BY INTSEL WEST PROPERTIES, LLC, OR ANY RELATED COMPANY (THE "BORROWER") IN ORDER TO PROMOTE THE GENERAL WELFARE OF THE RESIDENTS OF THE STATE OF UTAH; AUTHORIZING AND PROVIDING FOR THE ISSUANCE BY THE ISSUER OF ITS \$6,000,000 TAX-EXEMPT INDUSTRIAL DEVELOPMENT REVENUE BOND (INTSEL WEST PROPERTIES, LLC PROJECT), SERIES 2008A, \$400,000 TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND (INTSEL WEST PROPERTIES, LLC PROJECT), SERIES 2008B AND \$1,100,000 TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND (INTSEL WEST PROPERTIES, LLC PROJECT), SERIES 2008C, WHICH WILL BE PAYABLE SOLELY FROM THE REVENUES ARISING FROM THE PLEDGE OF A LOAN AGREEMENT AMONG THE ISSUER, THE BORROWER AND GE GOVERNMENT FINANCE, INC., AS LENDER AND AS COLLATERAL AGENT; AUTHORIZING THE EXECUTION AND DELIVERY OF SAID LOAN AGREEMENT, AN ESCROW AGREEMENT AND RELATED DOCUMENTS; CONFIRMING THE SALE OF SAID BONDS; AND RELATED MATTERS.

WHEREAS, pursuant to the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended (the "Act"), Salt Lake City, Utah (the "Issuer"), is authorized to issue its industrial development revenue bonds to finance the costs of any "project" as defined in the Act to the end that the Issuer may be able to promote the general welfare within the State of Utah; and

WHEREAS, the Act provides that a municipality or county may issue revenue bonds for the purpose of using substantially all of the proceeds thereof to pay or to reimburse a company for the costs of the acquisition and construction of the facilities of a project and that title to or in such facilities may at all times remain in the company and in such case the bonds of the municipality or county shall be secured by a pledge of one or more notes, debentures, bonds, or other secured or unsecured debt obligations of the company; and

WHEREAS, Intsel West Properties, LLC (collectively with any related parties, the "Borrower"), a limited liability company organized under the laws of the State of Delaware and authorized to do business in the State of Utah, has approached the Issuer and requested the Issuer to issue revenue bonds and lend the proceeds thereof to the Borrower to finance the acquisition and/or construction of a manufacturing facility

including equipment and related facilities for use by the Borrower to be located in Salt Lake City, Utah (the "Project"); and

WHEREAS, the City Council of the Issuer (the "City Council") on March 18, 2008, adopted a resolution and made certain findings and determinations with respect to the Project (the "Inducement Resolution"); and

WHEREAS, the Project will be of the character and will accomplish the purposes provided by the Act, and in connection with the financing of the Project, the Issuer will issue its \$6,000,000 Tax-Exempt Industrial Development Revenue Bond (Intsel West Properties, LLC Project), Series 2008A, its \$400,000 Taxable Industrial Development Revenue Bond (Intsel West Properties, LLC Project), Series 2008B and its \$1,100,000 Taxable Industrial Development Revenue Bond (Intsel West Properties, LLC Project), Series 2008C (collectively, the "Bonds"); and

WHEREAS, the proceeds of the Bonds will be sufficient to pay the costs of the Project all as set forth in the Loan Agreement (the "Loan Agreement") among the Issuer, GE Government Finance, Inc., as lender (the "Lender") and as collateral agent (the "Collateral Agent"), and the Borrower, substantially in the form attached hereto as Exhibit B; and

WHEREAS, the City Council deems it necessary and advisable to authorize the issuance and confirm the sale of the Bonds and to authorize the execution and delivery of an escrow agreement (the "Escrow Agreement") among the Issuer, the Lender, the Collateral Agent, the Borrower and an escrow agent named therein, in substantially the form attached hereto as Exhibit C, the Loan Agreement, and other related documents required for the sale of the Bonds; and

WHEREAS, pursuant to the provisions of the Loan Agreement, the Borrower will promise to pay amounts sufficient to pay when due the principal of, premium, if any, and interest on the Bonds, all in accordance with the requirements of the Act; and

WHEREAS, after published notice, a public hearing was held concurrently herewith at which any interested party had an opportunity to comment upon the proposed issuance of the Bonds or any other matter relating to the Project; and

WHEREAS, the Act and the documents to be signed by the Issuer provide that the Bonds shall not constitute or give rise to a general obligation or liability of the Issuer or be a charge against its general credit or taxing powers and that the Bonds will be payable from and secured only by the revenues arising from the pledge and assignment under the Loan Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Salt Lake City, Utah as follows:

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein.

Section 2. The City Council hereby ratifies any action taken at its March 18, 2008 public meeting. This includes the adoption of the Inducement Resolution and the scheduling of a public hearing pursuant to an agenda item/notice that mentioned Triple S Steel Holdings, Inc. and not the Borrower.

Section 3. The Issuer is authorized to finance the costs of the acquisition and construction of the Project by the Borrower with the proceeds of the Bonds, all pursuant to the provisions of the Act. All action heretofore taken by the officers of the Issuer directed toward the issuance of the Bonds is hereby ratified, approved and confirmed.

Section 4. The Issuer is authorized and directed to issue the Series 2008A Bonds in the aggregate principal amount of \$6,000,000. The Series 2008A Bonds shall bear interest at a rate of 5.06% per annum, shall be payable on the dates, shall be subject to redemption prior to maturity, and shall mature all as set forth in the Loan Agreement.

The Issuer is authorized and directed to issue the Series 2008B Bonds in the aggregate principal amount of \$400,000. The Series 2008B Bonds shall bear interest at a rate of 5.9% per annum, shall be payable on the dates, shall be subject to redemption prior to maturity, and shall mature all as set forth in the Loan Agreement.

The Issuer is authorized and directed to issue the Series 2008C Bonds in the aggregate principal amount of \$1,100,000. The Series 2008C Bonds shall bear interest at a rate of 5.9% per annum, shall be payable on the dates, shall be subject to redemption prior to maturity, and shall mature all as set forth in the Loan Agreement.

The form, terms and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, tender, and number shall be as set forth in the Loan Agreement. The Mayor and Deputy City Recorder are hereby authorized and directed to execute and seal the Bonds. The signatures of the Mayor and Deputy City Recorder may be by facsimile or manual execution.

The forms of Bonds are set out in the Loan Agreement, copies of which were before the City Council at this meeting, which forms are incorporated herein by reference and made a part hereof.

Section 5. The Bonds are to be issued in accordance with and pursuant to and the Issuer is authorized and directed to execute and deliver the Loan Agreement, in substantially the same form presented to the City Council at the meeting at which this resolution was adopted. The Loan Agreement provides for the use of the proceeds of the Bonds solely for the purpose of financing the cost of acquiring and constructing the Project and for paying expenses incidental thereto. The Loan Agreement provides for certain representations and warranties by the Issuer and the Borrower, for certain conditions precedent to the purchase of the Bonds, for certain affirmative and negative covenants, and for remedies in connection with the failure to perform certain covenants thereunder. The Loan Agreement specifically provides that the Bonds shall not constitute or give rise to a general obligation or liability of the Issuer or a charge against its general credit or taxing powers. Recourse on the Bonds executed and delivered by the Issuer

APPROVED AND ADOPTED this April 15, 2008.

(SEAL)

By: _____
Chair

ATTEST AND COUNTERSIGN:

By: _____
Deputy City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Chair

ATTEST AND COUNTERSIGN:

By: _____
Deputy City Recorder

PRESENTATION TO THE MAYOR

The foregoing resolution was presented to the Mayor for his approval or disapproval this _____, 2008.

(SEAL)

By: _____
Chair

MAYOR'S APPROVAL OR DISAPPROVAL

The foregoing ordinance is hereby approved this _____, 2008.

By: _____
Ralph Becker, Mayor

)

: SS.

COUNTY OF SALT LAKE

)

I, Christine Meeker, the duly appointed and qualified Deputy City Recorder of Salt Lake City, Utah, do hereby certify according to the records of the City Council in my official possession that the foregoing constitutes a true and correct excerpt of the proceedings of the meeting of the City Council held on April 15, 2008, including a resolution (the "Resolution") adopted at said meeting and that said proceedings and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on April 15, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this April 15, 2008.

(SEAL)

By: _____
Deputy City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Christine Meeker, the undersigned Deputy City Recorder of Salt Lake City, Utah (the "Issuer"), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the April 15, 2008, public meeting, held by the Issuer as follows:

- (a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the Issuer on April ____, 2008, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and
- (b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to Deseret Morning News on April ____, 2008, at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2008 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council of the Issuer to be held during the year, by causing said Notice to be posted on ____, 2008, at the principal office of the City Council and by causing a copy of said Notice to be provided to at least one newspaper of general circulation within the geographic jurisdiction of the Issuer on ____, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this April 15, 2008.

(SEAL)

By: _____
Deputy City Recorder

SCHEDULE I
MEETING NOTICE

SCHEDULE 2

ANNUAL MEETING SCHEDULE NOTICE

EXHIBIT B

LOAN AGREEMENT

(See Transcript Document No. ____)

EXHIBIT C

ESCROW AGREEMENT

(See Transcript Document No. ____)

ESCROW AGREEMENT

Among

GE GOVERNMENT FINANCE, INC.,

as Lender and as Collateral Agent,

SALT LAKE CITY CORPORATION,

also known as SALT LAKE CITY, UTAH,

as Issuer,

INTSEL WEST PROPERTIES, LLC,

as Borrower,

and

[_____] ,

as Escrow Agent

Dated as of April 1, 2008

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of April 1, 2008, by and among [], a [] ("Escrow Agent"), GE Government Finance, Inc., a Delaware corporation, as lender (together with its successors and assigns, "Lender") and as collateral agent for and on behalf of Lender ("Collateral Agent"), Salt Lake City Corporation, also known as Salt Lake City, Utah, a body politic and corporate duly organized and validly existing under the laws of the State of Utah ("Issuer"), and Intsel West Properties, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware ("Borrower").

In the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE 1

RECITALS

Section 1.01. Lender, Collateral Agent, Issuer and Borrower have entered into a Loan Agreement dated as of April 1, 2008 (the "Loan Agreement"), a duplicate original of which has been furnished to Escrow Agent. The terms capitalized in this Agreement but not defined herein shall have the meanings given to them in the Loan Agreement. Pursuant to the Loan Agreement, Lender and Issuer have agreed to finance for Borrower the Project Costs, and Borrower has agreed to make Loan Payments to Lender, as assignee of Issuer, in the manner and on the terms set forth therein. This Agreement is not intended to alter or change the rights and obligations of Lender, Collateral Agent, Issuer and Borrower under the Loan Agreement, but is entirely supplemental thereto.

Section 1.02. Under the Loan Agreement, upon the satisfaction of certain conditions precedent, Lender is required to deposit or cause to be deposited with Escrow Agent the sum of \$7,500,000 to be credited to the Escrow Fund established in Article 2 hereof, \$6,000,000 of which shall be deposited into a subaccount of the Escrow Fund (the "Series 2008A Account") and used to pay that portion of the Project Costs attributable to the acquisition, construction and improvement of the Property eligible for tax-exempt financing, \$400,000 of which shall be deposited into a subaccount of the Escrow Fund (the "Series 2008B Account") and used to pay that portion of the Project Costs attributable to the acquisition, construction and improvement of the Property not eligible for tax-exempt financing and \$1,100,000 of which shall be deposited into a subaccount of the Escrow Fund (the "Series 2008C Account") and used to pay that portion of the Project Costs attributable to the acquisition and installation of the Equipment, none of which is eligible for tax exempt financing, and, to the extent not needed for such purposes, to pay or prepay the Loan Payments coming due under the Loan Agreement, all as hereinafter provided.

Section 1.03. The Project Costs shall be paid from the amount deposited with Escrow Agent as described in Sections 1.02 and 3.04 hereof, in accordance with this Agreement.

Section 1.04. Lender, Collateral Agent, Issuer and Borrower agree to employ Escrow Agent to receive, hold, invest and disburse the moneys paid to Escrow Agent by Lender as described in Section 1.02, all as hereinafter provided; however, Escrow Agent shall not be obligated to assume or perform any obligation of Lender, Collateral Agent, Issuer or Borrower or any Contractor with respect thereto or under the Loan Agreement by reason of anything contained in this Agreement.

Section 1.05. Each of the parties has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

ARTICLE 2

ESCROW FUND

Section 2.01. Escrow Agent shall establish a special escrow fund designated as the "GE Government Finance, Inc. Escrow Fund" (the "Escrow Fund"), shall keep such Escrow Fund separate and apart from all other funds and moneys held by it and shall administer such Escrow Fund as provided in this Agreement. Escrow Agent shall establish three subaccounts in the Escrow Fund, consisting of the Series 2008A Account, the Series 2008B Account and the Series 2008C Account, and shall keep such subaccounts separate and apart from each other and from all other funds and moneys held by Escrow Agent.

Section 2.02. (a) All moneys paid to Escrow Agent by Lender pursuant to Section 1.02 of this Agreement shall be credited to the Escrow Fund and allocated among the Series 2008A Account, the Series 2008B Account and the Series 2008C Account as provided in Section 1.02 hereof.

(b) Escrow Agent shall use the moneys in the Series 2008A Account to pay that portion of the costs of acquiring, constructing and improving the Property eligible for tax-exempt financing, upon receipt with respect thereto of a Payment Request Form in the form attached hereto as Exhibit A-1, executed by Borrower and Lender, fully completed and with all supporting documents described therein attached thereto; *provided, however*, notwithstanding any other provision herein or in the Loan Agreement to the contrary, moneys in the Series 2008A Account shall not be disbursed to Borrower or any Contractor unless and until Borrower satisfies the requirements set forth in Sections 3.01 and 3.02 of the Loan Agreement. Upon receipt of a Payment Request Form in the form of Exhibit A-1 hereto executed on behalf of Lender and Borrower, Escrow Agent shall disburse proceeds from the Series 2008A Account in such amounts and to such parties as directed therein. Upon receipt of a written request from Lender, Escrow Agent shall disburse proceeds from the Series 2008A Account in order to reimburse Lender for any real estate-related costs such as costs for the appraisal, environmental audit and engineer's inspection; *provided, however*, that all such reimbursements to Lender shall be paid first from proceeds remaining in the Series 2008B Account.

(c) Escrow Agent shall use the moneys in the Series 2008B Account to pay that portion of the costs of acquiring, constructing and improving the Property not eligible for tax-exempt

financing, upon receipt with respect thereto of a Payment Request Form in the form attached hereto as Exhibit A-2, executed by Borrower and Lender, fully completed and with all supporting documents described therein attached thereto; *provided, however*, notwithstanding any other provision herein or in the Loan Agreement to the contrary, moneys in the Series 2008B Account shall not be disbursed to Borrower or any Contractor unless and until Borrower satisfies the requirements set forth in Sections 3.01 and 3.02 of the Loan Agreement. Upon receipt of a Payment Request Form in the form of Exhibit A-2 hereto executed on behalf of Lender and Borrower, Escrow Agent shall disburse proceeds from the Series 2008B Account in such amounts and to such parties as directed therein. Upon receipt of a written request from Lender, Escrow Agent shall disburse proceeds from the Series 2008B Account in order to reimburse Lender for any real estate-related costs such as costs for the appraisal, environmental audit and engineer's inspection.

(d) Escrow Agent shall use the moneys in the Series 2008C Account to pay the costs of acquiring and installing the Equipment, upon receipt with respect thereto of a Payment Request Form in the form attached hereto as Exhibit A-3, executed by Borrower and Lender, fully completed and with all supporting documents described therein attached thereto; *provided, however*, notwithstanding any other provision herein or in the Loan Agreement to the contrary, moneys in the Series 2008C Account shall not be disbursed to Borrower or any Contractor unless and until Borrower satisfies the requirements set forth in Sections 3.01 and 3.02 of the Loan Agreement. Upon receipt of a Payment Request Form in the form of Exhibit A-3 hereto executed on behalf of Borrower and Lender, Escrow Agent shall disburse proceeds from the Series 2008C Account in such amounts and to such parties as directed therein. Borrower shall submit Payment Request Forms only for portions of the Equipment that are functionally complete and operationally independent.

Section 2.03. On [_____, 20__], Escrow Agent shall pay to Lender an amount equal to the entire remaining balance on deposit in the Escrow Fund, which amount shall be applied to any prepayment premium determined pursuant to the terms of the Loan Agreement, the Loan Payments and any other amounts due under the Loan Agreement, all as determined by Lender. Upon payment as described in the preceding sentence, Lender shall prepare a revised Exhibit A to the Loan Agreement (which shall be effective without the consent of Borrower, Collateral Agent or Issuer) reflecting such payment.

Section 2.04. Upon receipt of written notice from Lender or Borrower that an Event of Default has occurred under the Loan Agreement or that Borrower has determined not to complete the Project, Escrow Agent shall liquidate all investments held in the Escrow Fund and transfer the proceeds thereof and all other moneys held in the Escrow Fund to Lender to be applied to any prepayment premium determined pursuant to the terms of the Loan Agreement, the Loan Payments and any other amounts due under the Loan Agreement, all as determined by Lender.

Section 2.05. Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Escrow Fund, and the disbursement thereof in accordance with this Article, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Escrow Fund to make the payments herein required.

ARTICLE 3

MONEYS IN ESCROW FUND; INVESTMENT

Section 3.01. The moneys and investments held by Escrow Agent under this Agreement are irrevocably held in trust for the benefit of Borrower, Issuer, Collateral Agent and Lender, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Borrower, Issuer, Collateral Agent or Lender. Lender, Collateral Agent, Issuer, Borrower and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Borrower has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein and in the Loan Agreement for the disbursement of funds by Escrow Agent therefrom. However, if the parties' intention that Borrower shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Collateral Agent have a security interest in the Escrow Fund, and such security interest is hereby granted to Collateral Agent by Borrower, to secure payment of all sums due to Lender, in its own capacity and as assignee of Issuer, under the Loan Agreement. Escrow Agent hereby accepts appointment as agent and agrees to establish and maintain the Escrow Fund and the monies and securities therein as a financial intermediary or securities intermediary, as the case may be, for Collateral Agent, as entitlement holder. Escrow Agent confirms that (i) the Escrow Fund is a "securities account" as such term is defined in §8-501 of the applicable UCC; (ii) Escrow Agent shall, subject to the terms of this Escrow Agreement, treat Collateral Agent as entitled to exercise the rights that comprise any financial asset credited to the Escrow Fund; (iii) all property delivered to Escrow Agent for deposit into the Escrow Fund will be promptly credited to the Escrow Fund; and (iv) all securities and other property underlying any financial assets credited to the Escrow Fund shall be registered in the name of Escrow Agent, indorsed to Escrow Agent or in blank or credited to another securities account maintained in the name of Escrow Agent, and in no case will any financial asset credited to the Escrow Fund be registered in the name of Borrower, payable to the order of Borrower or specially indorsed to Borrower. Escrow Agent agrees that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Escrow Fund shall be treated as a "financial asset" within the meaning of §8-102(a)(9) of the UCC. If at any time Escrow Agent shall receive an "entitlement order" (within the meaning of §8-102(a)(8) of the UCC) issued by Collateral Agent and relating to the Escrow Fund, Escrow Agent shall comply with such entitlement order without further consent by Borrower or any other person.

Section 3.02. Moneys held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon order of Borrower only in Qualified Investments, as defined in Section 3.05. Such investments shall be registered in the name of Escrow Agent and held by Escrow Agent for the benefit of Lender, Collateral Agent, Issuer and Borrower. With the approval of Borrower, Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Article. Such investments and reinvestments shall be made giving full consideration for the time at which funds are required to be available.

Section 3.03. Escrow Agent shall, without further direction from Borrower, sell such investments as and when required to make any payment from the Escrow Fund. Any income received on such investments shall be credited to the Escrow Fund.

Section 3.04. Escrow Agent shall furnish to Borrower and Lender reports accounting for all investments and interest and income therefrom. Such accounting shall be furnished no less frequently than every three months and upon request of Lender or Borrower. None of Lender, Collateral Agent, Issuer or Escrow Agent shall be responsible or liable for any loss suffered in connection with any investment of moneys made by Escrow Agent in accordance with this Article (other than Escrow Agent in its capacity as obligor under any Qualified Investment). In the event funds in the Series 2008A Account and Series 2008B Account are insufficient to pay the costs of acquiring, constructing and improving the Property, Borrower shall deposit additional funds into the Series 2008B Account to be disbursed in accordance with the provisions hereof, and such additional funds deposited by Borrower shall be disbursed from the Series 2008B Account before any other funds held in either the Series 2008A Account or Series 2008B Account. In the event funds in the Series 2008C Account are insufficient to pay the costs of acquiring and installing the Equipment, Borrower shall deposit additional funds into the Series 2008C Account to be disbursed in accordance with the provisions hereof, and such additional funds deposited by Borrower shall be disbursed from the Series 2008C Account before any other funds held in the Series 2008C Account.

Section 3.05. As used in this Agreement, the term "Qualified Investments" means (a) securities which are general obligations of or are guaranteed as to the payment of principal and interest by the United States of America; (b) obligations, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following: Federal Home Loan Bank System, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Corporation or Federal Housing Administration; (c) commercial paper issued by corporations organized under the laws of a state of the United States which is rated in the highest rating category by Standard & Poor's Ratings Services, a division of the McGraw Hill Companies, Inc., or Moody's Investors Service, Inc.; or (d) certificates of deposit issued by or other forms of deposit in any national or state bank to extent that such deposits are fully insured by the Federal Deposit Insurance Corporation or any successor agency which is backed by the full faith and credit of the United States. By execution of this Agreement, Borrower also consents to the investment and reinvestment by the Escrow Agent of any moneys held as part of the Escrow Fund in shares of a money market fund (including a money market fund for which Escrow Agent and its affiliates provide advisory, custodial, administrative or similar services and receives fees), provided: (x) the money market fund is registered under the Investment Company Act of 1940; (y) the money market fund has been rated by a nationally recognized statistical rating organization in one of that organization's three highest mutual fund rating categories; and (z) the money market fund's investments are limited to those Qualified Investments listed in (a), (b) or (c) above. Derivative products are not "Qualified Investments."

ARTICLE 4

ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 4.01. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

Section 4.02. Unless Escrow Agent is guilty of negligence or misconduct with regard to its duties hereunder, Borrower hereby agrees to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, to indemnify Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. Escrow Agent shall be vested with a lien on all property deposited hereunder for indemnification, for reasonable attorneys' fees, court costs, for any suit, interpleader or otherwise, or any other expenses, fees or charges of any character or nature, which may be incurred by Escrow Agent by reason of disputes arising among Borrower, Issuer, Collateral Agent and Lender as to the correct interpretation of the Loan Agreement or this Agreement and instructions given to Escrow Agent hereunder, or otherwise, with the right of Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

Section 4.03. If Borrower, Issuer, Collateral Agent or Lender shall be in disagreement about the interpretation of the Loan Agreement or this Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Borrower for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in such action is received.

Section 4.04. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.

ARTICLE 5

ESCROW AGENT'S COMPENSATION

Escrow Agent's compensation for the services to be rendered hereunder is set forth in Exhibit B hereto. Borrower hereby agrees to pay the initial annual administration fee upon execution of this Agreement. Borrower hereby agrees to pay and/or reimburse Escrow Agent upon request for all expenses, disbursements and advances, ongoing annual administration fees, investment fees or other charges, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder and such fees and charges may be deducted from investment earnings on the Escrow Fund.

ARTICLE 6

CHANGE OF ESCROW AGENT

Section 6.01. A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Agreement upon agreement of Issuer, Borrower and Lender. Such substitution shall not be deemed to affect the rights or obligations of the parties. Upon any such substitution, Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Agreement.

Section 6.02. Escrow Agent or any successor may at any time resign by giving mailed notice to Borrower, Issuer, Collateral Agent and Lender of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Borrower, Issuer and Lender.

Section 6.03. Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to Escrow Agent under this Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

ARTICLE 7

ADMINISTRATIVE PROVISIONS

Section 7.01. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Agreement, which shall be available for inspection by Borrower, Issuer or Lender, or the agent of any of them, at any time during regular business hours.

Section 7.02. All notices, certificates, requests, demands and other communications provided for hereunder shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, (c) sent by overnight courier of national reputation, or (d) transmitted by telecopy, in each case addressed to Lender, Collateral Agent, Borrower and Issuer at their respective address set forth in the Loan Agreement and to Escrow Agent at its address as set forth

below and, if telecopied, transmitted to Lender, Collateral Agent, Borrower and Issuer at their respective telecopier number set forth in the Loan Agreement and to Escrow Agent at its telecopier number set forth below or, as to each party, at such other address or telecopier number as may hereafter be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given on (a) the date received if personally delivered, (b) when deposited in the mail if delivered by mail, (c) the date sent if sent by overnight courier, or (d) the date of transmission if delivered by telecopy.

Escrow Agent:

Telephone: () ____ - ____
Telecopier: () ____ - ____

Section 7.03. This Agreement shall be construed and governed in accordance with the laws of the State of Utah.

Section 7.04. Any provisions of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement or the Loan Agreement.

Section 7.05. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Specifically, as used herein the term "Lender" means any person or entity to whom Lender has assigned its right to receive payments under the Loan Agreement and any payments due to Lender hereunder from after the date when a duplicate original of such assignment is filed with Escrow Agent.

Section 7.06. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 7.07. This Agreement shall terminate upon disbursement by Escrow Agent of all moneys held by it hereunder.

Section 7.08. This Agreement (and, with respect to Lender, Issuer and Borrower, together with the Loan Agreement) constitutes the entire agreement of the parties relating to the subject matter hereof.

Section 7.09. To the extent permitted by law, the terms of this Agreement shall not be waived altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Borrower and Lender may agree to amend the date specified in Section 2.03 to a date no more than three years after the closing. Such amendment shall be effected by written agreement

signed by Borrower and Lender in the form of Exhibit C hereto. Issuer's, Collateral Agent's and Escrow Agent's consent to the amendment referred to in this paragraph shall not be required.

Section 7.10. LENDER, ISSUER (TO THE EXTENT PERMITTED BY LAW), COLLATERAL AGENT, BORROWER AND ESCROW AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY OF THE RELATED DOCUMENTS, ANY DEALINGS AMONG LENDER, ISSUER, COLLATERAL AGENT, BORROWER AND ESCROW AGENT RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED AMONG LENDER, ISSUER, COLLATERAL AGENT, BORROWER AND ESCROW AGENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY RELATED TRANSACTIONS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 7.11. REPRESENTATIONS REGARDING ETHICAL STANDARDS FOR OFFICERS AND EMPLOYEES OF ISSUER AND FORMER OFFICERS AND EMPLOYEES OF ISSUER: Lender, Collateral Agent, Escrow Agent and Borrower each represents, for itself, that it has not: (1) provided an illegal gift or payoff to an officer or employee of Issuer or former officer or employee of Issuer, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Issuer's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an officer or employee of Issuer or former officer or employee of Issuer to breach any of the ethical standards set forth in Issuer's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

GE GOVERNMENT FINANCE, INC.,
Lender and Collateral Agent

[_____] ,
Escrow Agent

By: _____
Title: Vice President

By: _____
Title: _____

SALT LAKE CITY CORPORATION,
Issuer

INTSEL WEST PROPERTIES, LLC,
Borrower

By: _____
Title: _____

By: _____
Title: _____

Countersigned and Attested:

By: _____
Title: _____

[EXECUTION PAGE OF ESCROW AGREEMENT]

Exhibit A-2 to Escrow Agreement

FORM OF SERIES 2008B ACCOUNT PAYMENT REQUEST FORM

Payment Request Form No. _____

Intsel West Properties, LLC ("Borrower") under that certain Loan Agreement dated as of April 1, 2008 (the "Loan Agreement") by and among Borrower, Salt Lake City Corporation, also known as Salt Lake City, Utah ("Issuer") and GE Government Finance, Inc. as lender (together with its successors and assigns, "Lender") and as collateral agent for and on behalf of Lender ("Collateral Agent"), Borrower hereby requests [_____] as escrow agent ("Escrow Agent") under the Escrow Agreement dated as of April 1, 2008 (the "Escrow Agreement") among Escrow Agent, Lender, Collateral Agent, Issuer and Borrower, to make payment from the Series 2008B Account (as defined in the Escrow Agreement) to the following party or parties, at the addresses set forth below:

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
--------------	----------------	------------------------------	--

In connection therewith, the undersigned officer of Borrower hereby certifies as follows:

1. All of the provisions of the Loan Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement.

2. The portion of the Project subject to this Payment Request Form comprises a portion of the Project described in the Loan Agreement attributable to that portion of acquisition, construction and improvement of the Property not eligible for tax-exempt financing. Such portion of the Project has been delivered to, tested and inspected by, and accepted by Borrower and has been completely constructed, equipped and refurbished in accordance with Borrower's specifications.

3. The payments to be made to the payees set forth above are for either the costs of issuance or the Project Costs described above, or reimbursement to Borrower therefor, and the payments have not been the basis for a prior request which has been paid, and the amounts remaining in the Series 2008A Account and Series 2008B Account are sufficient to pay the remaining costs of the acquisition, construction and improvement of the Property.

4. All of Borrower's representations, covenants and warranties contained in the Loan Agreement and the Tax Matters Certificate were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request Form, and Borrower has fully and satisfactorily performed all of its covenants and

obligations to date required under the Loan Agreement and the Tax Matters Certificate. No Default or Event of Default has occurred under the Loan Agreement. Borrower has satisfied all of the conditions contained in Sections 3.01 and 3.02 the Loan Agreement .

5. Borrower understands that Lender is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

6. *Please indicate if this Payment Request Form relates to the final disbursement from the Escrow Fund:* ____ Yes ____ No.

If this Payment Request Form relates to the final disbursement from the Escrow Fund, Borrower and Lender hereby instruct Escrow Agent to disburse to Lender the remaining moneys held in the Escrow Fund to be applied to prepay the Loans as set forth in Section 2.07 of the Loan Agreement.

7. *Please indicate if this Payment Request Form reimburses Borrower for any payment or payments previously made by Borrower:* ____ Yes ____ No.

If this Payment Request Form requests such a reimbursement, the payment or payments for any obligations originally paid by Borrower, for federal income tax purposes, was after [_____, 20____].

8. *Borrower attaches hereto the following items:*

(a) *invoices and/or bills of sale* relating to the Project and, if such invoices have been paid by Issuer or Borrower, evidence of payment thereof; and

(b) an *insurance certificate* in the form required by the Loan Agreement if such insurance certificate has not been previously provided by Borrower to Lender.

BORROWER:

INTSEL WEST PROPERTIES, LLC

By: _____

Title: _____

Date: _____

APPROVED BY LENDER:

GE GOVERNMENT FINANCE, INC.

By: _____

Title: _____

Date: _____

Attachments: 1. Invoices
 2. Insurance Certificate (if not previously provided)

Exhibit A-3 to Escrow Agreement

FORM OF SERIES 2008C ACCOUNT PAYMENT REQUEST FORM

Payment Request Form No. _____

Intsel West Properties, LLC ("Borrower") under that certain Loan Agreement dated as of April 1, 2008 (the "Loan Agreement") by and among Borrower, Salt Lake City Corporation, also known as Salt Lake City, Utah ("Issuer") and GE Government Finance, Inc. as lender (together with its successors and assigns, "Lender") and as collateral agent for and on behalf of Lender ("Collateral Agent"), Borrower hereby requests _____, as escrow agent ("Escrow Agent") under the Escrow Agreement dated as of April 1, 2008 (the "Escrow Agreement") among Escrow Agent, Lender, Collateral Agent, Issuer and Borrower, to make payment from the Series 2008C Account (as defined in the Escrow Agreement) to the following party or parties, at the addresses set forth below:

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
--------------	----------------	------------------------------	--

In connection therewith, the undersigned officer of Borrower hereby certifies as follows:

1. All of the provisions of the Loan Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement.

2. The portion of the Project subject to this Payment Request Form comprises a portion of the Project described in the Loan Agreement attributable to the acquisition and installation of the Equipment. Such portion of the Project has been delivered to, tested and inspected by, and accepted by Borrower and is functionally complete and operationally independent.

3. The payments to be made to the payees set forth above are for either the costs of issuance or the Project Costs described above, or reimbursement to Borrower therefor, and the payments have not been the basis for a prior request which has been paid, and the amount remaining in the Series 2008C Account is sufficient to pay the remaining costs of acquiring and installing the Equipment.

4. All of Borrower's representations, covenants and warranties contained in the Loan Agreement and the Tax Matters Certificate were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request Form, and Borrower has fully and satisfactorily performed all of its covenants and

obligations to date required under the Loan Agreement and the Tax Matters Certificate. No Default or Event of Default has occurred under the Loan Agreement. Borrower has satisfied all of the conditions contained in Sections 3.01 and 3.02 the Loan Agreement.

5. Borrower understands that Lender is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

6. ***Please indicate if this Payment Request Form relates to the final disbursement from the Escrow Fund: ____ Yes ____ No.***

If this Payment Request Form relates to the final disbursement from the Escrow Fund, Borrower and Lender hereby instruct Escrow Agent to disburse to Lender the remaining moneys held in the Escrow Fund to be applied to prepay the Loans as set forth in Section 2.07 of the Loan Agreement.

7. ***Please indicate if this Payment Request Form reimburses Borrower for any payment or payments previously made by Borrower: __ Yes __ No.***

If this Payment Request Form requests such a reimbursement, the payment or payments for any obligations originally paid by Borrower, for federal income tax purposes, was after [_____, 20__].

8. ***Borrower attaches hereto the following items:***

(a) ***invoices and/or bills of sale*** relating to the Project and, if such invoices have been paid by Issuer or Borrower, evidence of payment thereof. As provided in Section 12.07 of the Loan Agreement, upon execution of this Payment Request Form by Borrower and Lender, Exhibit G to Loan Agreement shall be amended to include the specific equipment listings and descriptions contained in the invoices and/or bills of sale attached hereto. If this request for payment relates to any vehicle subject to certificate of title laws, attached hereto is the manufacturer's statement of origin (MSO) and the title application naming GE Government Finance, Inc. as first lienholder.

(b) ***an insurance certificate*** in the form required by the Loan Agreement if such insurance certificate has not been previously provided by Borrower to Lender.

BORROWER:

INTSEL WEST PROPERTIES, LLC

By: _____
Title: _____
Date: _____

APPROVED BY LENDER:

Exhibit B to Escrow Agreement

SCHEDULE OF ESCROW AGENT'S FEES

[TO BE PROVIDED]

GE GOVERNMENT FINANCE, INC.

By: _____

Title: _____

Date: _____

Attachments:

1. Invoices
2. Insurance Certificate (if not previously provided)

Exhibit C to Escrow Agreement

FORM OF AMENDMENT

This Amendment to Escrow Agreement is dated as of _____, 200__ (this "Amendment") by and between _____, as assignee of GE Government Finance, Inc. ("Lender"), and Intsel West Properties, LLC ("Borrower").

RECITALS

A. GE Government Finance, Inc., as lender ("GEGF") and as collateral agent for and on behalf of GEGF ("Collateral Agent"), Borrower, Salt Lake City Corporation, also known as Salt Lake City, Utah ("Issuer") and [_____] ("Escrow Agent") have entered into an Escrow Agreement dated as of April 1, 2008 (the "Agreement"). GEGF assigned its rights under the Agreement to Lender, and Lender appointed GEGF as its servicer.

B. Pursuant to Section 7.09 of the Agreement, Lender and Borrower may, without the consent of Issuer, Collateral Agent or Escrow Agent, amend the date specified in Section 2.03 of the Agreement to a date no more than three years after the date of closing.

C. Lender and Borrower desire to amend the date specified in Section 2.03 of the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. Lender and Borrower amend Section 2.03 of the Agreement by replacing the date "[_____] __, 20__]" as it appears in the first sentence thereof with the date "_____, ____."

2. In consideration for the administrative work incurred in connection with the extension granted hereby, Borrower agrees to pay GEGF an administrative fee in the sum of \$250. By delivery of a copy of this Amendment to Escrow Agent, Escrow Agent is instructed to disburse \$250 to GEGF from the investment earnings in the Escrow Fund.

3. This Amendment shall become effective only upon execution hereof by duly authorized officers or representatives of Lender and Borrower.

4. All other terms and conditions of the Agreement not specifically amended by this Amendment shall remain in full force and effect and are hereby ratified and confirmed by Lender and Borrower.

5. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in their respective corporate names by their duly authorized officers, all as of the date first written above.

Lender:

[GE GOVERNMENT FINANCE, INC.]

By: _____
Title: _____

Borrower:

INTSEL WEST PROPERTIES, LLC

By: _____
Title: _____

LOAN AGREEMENT

Among

GE GOVERNMENT FINANCE, INC.,

as Lender and Collateral Agent,

and

SALT LAKE CITY CORPORATION,

also known as SALT LAKE CITY, UTAH,

as Issuer,

and

INTSEL WEST PROPERTIES, LLC,

as Borrower

Dated as of April 1, 2008

**This instrument constitutes a security agreement
under the Utah Uniform Commercial Code.**

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LOAN AGREEMENT

Lender
and Collateral Agent: GE Government Finance, Inc.
Suite 470
8400 Normandale Lake Boulevard
Minneapolis, MN 55437
Telephone: (800) 346-3164
Telecopier: (952) 897-5601

Issuer: Salt Lake City Corporation
451 South State Street
P.O. Box 145462
Salt Lake City, UT 84114-5462
Telephone: (801) 535-6411
Telecopier: (801) 535-6082

Borrower: Intsel West Properties, LLC
6000 Jensen Drive
Houston, TX 77026
Telephone: (713) 697-7105
Telecopier: (713) 354-4182

THIS LOAN AGREEMENT is dated as of April 1, 2008 (this "Agreement") among GE Government Finance, Inc., a Delaware corporation, as lender (with its successors and assigns, "Lender") and as collateral agent for the benefit of Lender ("Collateral Agent"), Salt Lake City Corporation, also known as Salt Lake City, Utah, a body politic and corporate duly organized and validly existing under the laws of the State of Utah (the "State"), as issuer ("Issuer"), and Intsel West Properties, LLC, a Delaware limited liability company, as borrower ("Borrower").

WHEREAS, Issuer is authorized and empowered under the laws of the State, including the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended (the "Act"), to issue industrial development revenue bonds and to enter into loan agreements, contracts and other instruments and documents necessary or convenient to obtain loans for the purpose of facilitating the financing of certain projects as described in the Act; and

WHEREAS, in furtherance of the purposes of the Act and at the request of Borrower, Issuer proposes to finance all or a portion of the Project (defined below) by Borrower pursuant to this Agreement by issuing industrial development revenue bonds and lending the proceeds thereof to Borrower; and

WHEREAS, Borrower proposes to borrow the proceeds of the Bonds (defined below) upon the terms and conditions set forth herein to finance the Project Costs (defined below); and

WHEREAS, Borrower shall make Loan Payments (defined below) directly to Lender as assignee of Issuer and holder of the Bonds pursuant to the terms set forth in this Agreement; and

WHEREAS, this Agreement and the Bonds shall not be deemed to constitute or give rise to a general obligation or liability of Issuer or the State or any political subdivision thereof, or a pledge or charge against the general credit or taxing power of the Issuer or the State or any political subdivision thereof, but shall be special limited obligations of Issuer payable solely from the Loan Payments payable hereunder by Borrower to Lender as assignee of Issuer and holder of the Bonds;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises contained in this Agreement, Lender, Collateral Agent, Issuer and Borrower agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.01. Definitions. The following terms used herein will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Agreement, including all exhibits hereto, as any of the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Bonds" means, collectively, the Series 2008A Bond, the Series 2008B Bond and the Series 2008C Bond.

"Borrower" means Intsel West Properties, LLC, a Delaware limited liability company.

"Borrower Documents" means, collectively, this Agreement, the Escrow Agreement, the Mortgage, the Environmental Indemnity Agreement, the Tax Matters Certificate, the Subordination Agreement and any other agreements, documents or certificates executed by Borrower in connection with the Loan contemplated by this Agreement.

"Business Day" means a day other than a Saturday or Sunday on which banks are generally open for business in New York, New York and Minneapolis, Minnesota.

"Code" means the Internal Revenue Code of 1986, as amended, and United States Treasury regulations promulgated thereunder.

"Collateral" means (a) the Property and the Equipment, (b) all general intangibles, software intangibles and other property relating thereto, (c) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed or used in connection with any of the foregoing property, (d) all warehouse receipts, bills of lading and other documents of title now or hereafter covering any of the foregoing property, (e) all securities, funds, moneys, deposits and other property at any time held in or subject to the Escrow Fund, (f) all accessions thereto, (g) all substitutions for any of the foregoing property, and (h) products and proceeds of any of the foregoing property.

"Collateral Agent Documents" means this Agreement, the Escrow Agreement, the Subordination Agreement and the Mortgage and any other document or agreement that is

executed in connection with transactions contemplated hereby and to which Collateral Agent is a party.

“Contractor” means any contractor, subcontractor or seller of any portion of the Project, as well as the agents or dealers thereof.

“Contracts” means, collectively, all of Borrower’s contracts with Contractors of the Project.

“Costs of Issuance” means any costs, to the extent incurred in connection with, and allocable to, the issuance of an issue of bonds, including, without limitation, underwriter’s spread; counsel fees; financial advisory fees; rating agency fees; trustee fees; paying agent fees; bond registrar, certification and authentication fees; accounting fees; printing costs for bonds and offering documents; public approval and feasibility study costs; guarantee fees (other than for “qualified guaranties” as defined in Treasury Regulation Section 1.148-4(f)), and other similar costs.

“Damaged Collateral” means any portion of the Collateral that is lost, stolen, destroyed or damaged beyond repair.

“Damaged Collateral Amount” means an amount equal to the product of (a) the then current Prepayment Amount and (b) a percentage equal to the original appraised value of the Damaged Collateral divided by the original appraised value of all of the Collateral.

“Default” means an event that, with giving of notice or passage of time or both, would constitute an Event of Default as provided in Article XI hereof.

“Determination of Taxability” means any determination, decision or decree by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction, or an opinion provided to Lender by counsel qualified in such matters, that an Event of Taxability shall have occurred. A Determination of Taxability also shall be deemed to have occurred on the first to occur of the following:

(a) the date when Borrower files any statement, supplemental statement, or other tax schedule, return or document, which discloses that an Event of Taxability shall have occurred; or

(b) the effective date of any federal legislation enacted after the date of this Agreement or promulgation of any income tax regulation or ruling by the Internal Revenue Service that causes an Event of Taxability after the date of this Agreement; or

(c) if upon sale, lease or other deliberate action taken with respect to the Project within the meaning of Treas. Reg. § 1.141-2(d), the failure to receive an unqualified opinion of bond counsel to the effect that such deliberate action will not cause interest payable by Borrower hereunder to become includable in the gross income of the recipient.

"Environmental Indemnity Agreement" means the Environmental Indemnity Agreement regarding Hazardous Substances dated as of April 1, 2008 executed by Borrower and Guarantors for the benefit of Lender and Collateral Agent, as hereafter modified or amended.

"Environmental Laws" means any federal, state and local laws relating to emissions, discharges, releases of Hazardous Wastes or Materials into ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Wastes or Materials.

"Equipment" means the equipment, goods and other property financed or refinanced with the proceeds of the Series 2008C Loan and the Series 2008C Bond, and the property identified in Exhibit G hereto.

"Escrow Agent" means [____], as escrow agent under the Escrow Agreement, and its successors and assigns permitted under the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement dated as of April 1, 2008 among Lender, Collateral Agent, Issuer, Borrower and Escrow Agent.

"Escrow Fund" means the fund established and held by Escrow Agent pursuant to the Escrow Agreement.

"Event of Taxability" means, if as the result of any act, failure to act or use of the proceeds of the Series 2008A Loan, a change in use of the Project or any misrepresentation or inaccuracy in any of the representations, warranties or covenants contained in this Agreement, the Mortgage or the Tax Matters Certificate by Issuer or Borrower, the enactment of any federal legislation after the date of this Agreement or the promulgation of any income tax regulation or ruling by the Internal Revenue Service after the date of this Agreement or for any other reason, the Interest is or becomes includable in Lender's gross income.

"Exempt Facility Bonds" means bonds issued to finance exempt facilities as defined in the Code or industrial development bonds as defined in Section 103(b)(2) of the Internal Revenue Code of 1954.

"GAAP" means generally accepted accounting principles applied on a consistent basis.

"GE Capital Entity" means GE Government Finance, Inc., General Electric Capital Corporation and any of its or their affiliates.

"Gross-Up Rate" means, with respect to any Interest payment (including payments made prior to the Event of Taxability), the rate necessary to calculate a total payment in an amount sufficient such that the sum of the Interest payment plus an additional payment would, after reduced by the federal tax (including interest and penalties) actually payable thereon, equal the amount of the Interest payment.

"Guarantors" means, collectively, Intsel Steel and Triple-S Steel.

"Guarantor Documents" means, collectively, the Environmental Indemnity Agreement and the Guaranty Agreements.

"Guaranty Agreements" means, collectively, the Intsel Steel Guaranty Agreement and the Triple-S Steel Guaranty Agreement.

"Hazardous Waste or Materials" means any substance or material defined in or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance, or other similar term, by any Environmental Law now or hereafter in effect.

"Interest" means the portion of any payment from Issuer to Lender designated as and comprising interest as shown in Exhibit A-1 hereto with respect to the Series 2008A Loan.

"Intsel Steel" means Intsel Steel West, LLC, a Delaware limited liability company.

"Intsel Steel Guaranty Agreement" means the Corporate Guaranty Agreement dated as of April 1, 2008 by Intsel Steel for the benefit of Lender.

"Issuer" means Salt Lake City Corporation, also known as Salt Lake City, Utah, acting as issuer under this Agreement.

"Lender" means (a) GE Government Finance, Inc., acting as lender under this Agreement, (b) any surviving, resulting or transferee corporation of GE Government Finance, Inc. and (c) except where the context requires otherwise, any assignee(s) of Lender, including each holder of a Bond.

"Lease" means the [Lease Agreement dated as of _____, 2008] between Borrower, as lessor, and Intsel Steel, as lessee.

"Lien" means any security interest, mortgage, pledge, hypothecation, assignment, lien, charge, encumbrance or claim against or interest in property of any kind or nature whatsoever.

"Loans" means, collectively, the Series 2008A Loan, the Series 2008B Loan and the Series 2008C Loan.

"Loan Payments" means the loan payments payable by Borrower pursuant to the provisions of this Agreement and the Bonds as specifically set forth in Exhibit A-1 hereto with respect to the Series 2008A Loan, Exhibit A-2 hereto with respect to the Series 2008B Loan and Exhibit A-3 hereto with respect to the Series 2008C Loan. As provided in Article II hereof, Loan Payments shall be payable by Borrower directly to Lender, as assignee of Issuer and holder of the Bonds, in the amounts and at the times as set forth in Exhibit A-1 hereto with respect to the Series 2008A Loan, Exhibit A-2 hereto with respect to the Series 2008B Loan and Exhibit A-3 hereto with respect to the Series 2008C Loan.

"Loan Proceeds" means, collectively, the Series 2008A Loan Proceeds, the Series 2008B Loan Proceeds and the Series 2008C Loan Proceeds.

"Mortgage" means the Commercial Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of the date hereof executed by Borrower to [], as Trustee for the benefit of Collateral Agent for itself and for the benefit of Lender, relating to the Property.

"Permitted Exceptions" means the permitted exceptions set forth in Exhibit B to the Mortgage.

"Prepayment Amount" means the amount which Borrower may or must from time to time pay or cause to be paid to Lender as assignee of Issuer and holder of the Bonds in order to prepay the Loans and the Bonds, as provided in Section 2.07 hereof, such amounts being set forth in Exhibit A-1 hereto with respect to the Series 2008A Loan, Exhibit A-2 hereto with respect to the Series 2008B Loan and Exhibit A-3 hereto with respect to the Series 2008C Loan, together with accrued interest and all other amounts due hereunder.

"Principal" means the portion of any Loan Payment designated as principal in Exhibit A-1 hereto with respect to the Series 2008A Loan, Exhibit A-2 hereto with respect to the Series 2008B Loan and Exhibit A-3 hereto with respect to the Series 2008C Loan.

"Principal User" means, with respect to any facility, a "principal user" as such term is used in Section 144(a) of the Code, including, without limiting the generality of the foregoing, (i) any person whose ownership interest in such facility exceeds 10% or, if no single ownership interest in such facility exceeds 10%, such person (or persons, in the case of multiple equal owners) holding the largest ownership interest in such facility, (ii) any person who leases more than 10% of such facility under a lease with a term (taking into account all options to renew and reasonably anticipated renewals) of more than one year, and (iii) any person who enjoys the use of such facility in a degree comparable to the enjoyment of a person described in clauses (i) and (ii); for purposes of determining the extent of a person's ownership interest, lease interest, lease term, and degree of enjoyment of a facility, the term "person" includes a person and all Related Persons with respect to such person.

"Project" means the acquisition, construction and improvement of the Property and the acquisition and installation of the Equipment.

"Project Approval" means the initial official action of Issuer declaring its intent with respect to the financing of the Project with the proceeds of the Bonds. The date of the Project Approval was March 18, 2008.

"Project Costs" means the costs of the Project, including those paid or to be paid to any Contractor or reimbursed to Borrower for any portion thereof, and any administrative, engineering, legal, financial and other costs incurred by Lender, Issuer, Borrower, Escrow Agent or any Contractor in connection with the Project or the financing thereof by Lender and costs of issuance that may be paid pursuant to the Tax Matters Certificate, which Project Costs are set forth in Exhibit F hereto.

"Property" has the meaning assigned to such term in the Mortgage.

“Rehabilitation Expenditure” shall mean a “rehabilitation expenditure” as such term is defined in Section 147(d)(3) of the Code, including, without limiting the generality of the foregoing, a capital expenditure incurred in connection with the rehabilitation of a building or structure which is part of the Project, if such expenditure is incurred by Borrower, the seller of such building to Borrower (if incurred pursuant to the sales contract between such seller and Borrower) or a successor to Borrower; provided, that:

(a) if an integrated operation is contained in such building or structure before its acquisition by Borrower, expenditures incurred to rehabilitate existing equipment or to replace existing equipment with equipment having substantially the same function is treated as incurred in connection with the rehabilitation of such building or structure; and

(b) notwithstanding the foregoing, the term “Rehabilitation Expenditure” does not include any expenditure:

(i) with respect to which the method and period of depreciation is other than the straight line method over a period determined under Section 168(c) or (g) of the Code, unless the alternative depreciation system of Section 168(g) of the Code applies to such expenditure by reason of Section 168(g)(1)(B) or (C) of the Code;

(ii) for the cost of acquiring any building or interest therein;

(iii) attributable to enlargement of an existing building;

(iv) attributable to the rehabilitation of a certified historic structure or a building in a registered historic district, unless either the rehabilitation is a certified rehabilitation or, with respect to a building other than a certified historic structure, the Secretary of the Interior has certified to the Secretary of the Treasury that the building is not of historic significance to the district (all terms used in this paragraph (iv) have the meanings assigned in Section 47(c)(2)(B) of the Code);

(v) allocable to the portion of such building which is, or may reasonably be expected to be, tax-exempt use property within the meaning of Section 168(h) of the Code; or

(vi) by a lessee of such building as provided in Section 47(c)(2)(B) of the Code.

“Related Person” shall have the meaning set forth in Section 144(a)(3) of the Code and shall include (to the extent therein provided) any parent, subsidiary, affiliated corporation or unincorporated enterprise, majority shareholder, and commonly owned entity.

“Series 2008A Account” means the subaccount of the Escrow Fund established and held by Escrow Agent pursuant to the Escrow Agreement for that portion of the costs associated with the acquisition, construction and improvement of the Property eligible for tax-exempt financing.

“Series 2008A Bond” means the Issuer’s \$6,000,000 Tax-Exempt Industrial Development Revenue Bond (Intsel West Properties, LLC Project), Series 2008A in the form attached hereto as Exhibit E-1.

“Series 2008A Loan” means the \$6,000,000 tax-exempt loan of the proceeds of the Series 2008A Bond from Issuer to Borrower pursuant to this Agreement.

“Series 2008A Loan Proceeds” means the \$6,000,000 to be paid pursuant to Section 2.02 hereof by Lender to Escrow Agent for deposit and application in accordance with the Escrow Agreement.

“Series 2008B Account” means the subaccount of the Escrow Fund established and held by Escrow Agent pursuant to the Escrow Agreement for that portion of the costs associated with the acquisition, construction and improvement of the Property not eligible for tax-exempt financing.

“Series 2008B Bond” means the Issuer’s \$400,000 Taxable Industrial Development Revenue Bond (Intsel West Properties, LLC Project), Series 2008B in the form attached hereto as Exhibit E-2.

“Series 2008B Loan” means the \$400,000 taxable loan of the proceeds of the Series 2008B Bond from Issuer to Borrower pursuant to this Agreement.

“Series 2008B Loan Proceeds” means the \$400,000 to be paid pursuant to Section 2.02 hereof by Lender to Escrow Agent for deposit and application in accordance with the Escrow Agreement.

“Series 2008C Account” means the subaccount of the Escrow Fund established and held by Escrow Agent pursuant to the Escrow Agreement for costs associated with the acquisition and installation of the Equipment.

“Series 2008C Bond” means the Issuer’s \$1,100,000 Taxable Industrial Development Revenue Bond (Intsel West Properties, LLC Project), Series 2008C in the form attached hereto as Exhibit E-3.

“Series 2008C Loan” means the \$1,100,000 taxable loan of the proceeds of the Series 2008C Bond from Issuer to Borrower pursuant to this Agreement.

“Series 2008C Loan Proceeds” means the \$1,100,000 to be paid pursuant to Section 2.02 hereof by Lender to Escrow Agent for deposit and application in accordance with the Escrow Agreement.

“Small Issue Bonds” means bonds issued under the \$1,000,000 or \$10,000,000 limits imposed by Section 144(a) of the Code or Section 103 of the Internal Revenue Code of 1954.

“State” means the State of Utah.

"Subordination Agreement" means the Subordination, Attornment and Lessee-Lessor Estoppel Agreement of even date herewith among Intsel Steel, Borrower and Collateral Agent, as hereafter modified or amended.

"Tax Matters Certificate" means the Tax Matters Certificate dated [_____, 2008] by Borrower and Issuer, as such Tax Matters Certificate may be amended from time to time in accordance with its terms.

"Terrorism Laws" means Executive Order 13224 issued by the President of the United States of America, the Terrorism Sanctions Regulations (Title 31 Part 595 of the U.S. Code of Federal Regulations), the Terrorism List Governments Sanctions Regulations (Title 31 Part 596 of the U.S. Code of Federal Regulations) and the Foreign Terrorist Organizations Sanctions Regulations (Title 31 Part 597 of the U.S. Code of Federal Regulations), and all other present and future federal, state and local laws, ordinances, regulations, policies and any other requirements of any governmental authority (including, without limitation, the United States Department of the Treasury Office of Foreign Assets Control) addressing, relating to, or attempting to eliminate, terrorist acts and acts of war, each as hereafter supplemented, amended or modified from time to time, and the present and future rules, regulations and guidance documents promulgated under any of the foregoing, or under similar laws, ordinances, regulations, policies or requirements of other states or localities.

"Test Period" means the three-year period beginning on the later of the date tax-exempt bonds are issued or the date the facilities financed by such tax-exempt bonds are placed in service.

"Triple-S Steel" means Triple-S Steel Holdings Inc., a Texas corporation.

"Triple-S Steel Guaranty Agreement" means the Corporate Guaranty and Negative Pledge Agreement dated as of April 1, 2008 by Triple-S Steel for the benefit of Lender.

"UCC" means the Uniform Commercial Code as adopted and in effect in the State.

Section 1.02. Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A-1: Schedule of Loan Payments setting forth the Loan Payments and Prepayment Amounts for the Series 2008A Loan.

Exhibit A-2: Schedule of Loan Payments setting forth the Loan Payments and Prepayment Amounts for the Series 2008B Loan.

Exhibit A-3: Schedule of Loan Payments setting forth the Loan Payments and Prepayment Amounts for the Series 2008C Loan.

Exhibit B: Form of opinion of counsel to Borrower and Guarantors.

Exhibit C: Form of opinion of counsel to Issuer.

Exhibit D: Form of opinion of bond counsel.

Exhibit E-1: Form of Series 2008A Bond.

Exhibit E-2: Form of Series 2008B Bond.

Exhibit E-3: Form of Series 2008C Bond.

Exhibit F: Schedule of Project Costs.

Exhibit G: Schedule of Equipment.

Section 1.03. Rules of Construction. (a) The singular form of any word used herein, including the terms defined in Section 1.01 hereof, shall include the plural, and vice versa. The use herein of a word of any gender shall include correlative words of all genders.

(b) Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivision of this Agreement as originally executed. The words "hereof," "herein," "hereunder" and words of similar import refer to this Agreement as a whole.

(c) The headings or titles of the several articles and sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the provisions hereof.

ARTICLE II

FINANCING OF PROJECT AND TERMS OF LOAN

Section 2.01. Construction of Project. Borrower either has acquired, improved or constructed or shall acquire, improve or construct the Project pursuant to one or more Contracts from one or more Contractors. Borrower shall remain liable to each Contractor in respect of its duties and obligations in accordance with each Contract and shall bear the risk of loss with respect to any loss or claim relating to any of the Project covered by any Contract, and neither Lender nor Issuer shall assume any such liability or risk of loss. Borrower covenants and agrees to pay or cause to be paid such amounts as may be necessary to complete the improvement, construction and acquisition of the Project and to ensure that the Project is operational to the extent that the Loan Proceeds are insufficient to cause such improvement, construction and acquisition.

Section 2.02. Loan. Lender hereby agrees, subject to the terms and conditions of this Agreement, to purchase (a) the Series 2008A Bond in the amount of \$6,000,000, (b) the Series 2008B Bond in the amount of \$400,000 and (c) the Series 2008C Bond in the amount of \$1,100,000; Issuer hereby agrees, subject to the terms and conditions of this Agreement, to issue the Bonds and to lend the proceeds thereof to Borrower; and Borrower hereby agrees to borrow such proceeds from Issuer. Upon fulfillment of the conditions set forth in Section 3.01 hereof, Lender shall deposit (a) the Series 2008A Loan Proceeds in the Escrow Fund, to be credited to the Series 2008A Account, (b) the Series 2008B Loan Proceeds in the Escrow Fund, to be

credited to the Series 2008B Account and (c) the Series 2008C Loan Proceeds in the Escrow Fund, to be credited to the Series 2008C Account, to be held, invested and disbursed as provided in the Escrow Agreement. Issuer's obligation to make payments on the Bonds, and Borrower's obligation to repay the Loans, shall commence, and interest shall begin to accrue, on the date that Loan Proceeds are deposited in the Escrow Fund.

Section 2.03. *Interest.* The principal amount of the Series 2008A Bond and the Series 2008A Loan hereunder outstanding from time to time shall bear interest (computed on the basis of 12 30-day months) at the rate of five and six hundredths percent (5.06%). The principal amount of the Series 2008B Bond and the Series 2008B Loan and the Series 2008C Bond and the Series 2008C Loan hereunder outstanding from time to time shall bear interest (computed on the basis of 12 30-day months) at the rate of five and ninety hundredths percent (5.90%). Interest accruing on the principal balance of the Bonds and the Loans outstanding from time to time shall be payable as provided in (a) Exhibit A-1 hereto and in the Series 2008A Bond with respect to the Series 2008A Loan, (b) Exhibit A-2 hereto and in the Series 2008B Bond with respect to the Series 2008B Loan and (c) Exhibit A-3 hereto and in the Series 2008C Bond with respect to the Series 2008C Loan, and upon earlier demand in accordance with the terms hereof or prepayment in accordance with the terms of the Bonds and Section 2.07 hereof. Upon the occurrence of a Determination of Taxability, Borrower shall, with respect to future interest payments on the Series 2008A Loan, begin making Loan Payments on the Series 2008A Loan calculated at the Gross-Up Rate. In addition, Borrower shall make immediately upon demand of Lender a payment to Lender sufficient to supplement prior Loan Payments on the Series 2008A Loan to the Gross-Up Rate.

Section 2.04. *Payments.* Issuer shall pay the principal of, premium, if any in accordance with Section 2.07 hereof, and interest on the Bonds, but only out of the amounts paid by Borrower pursuant to this Agreement. Borrower shall pay to Lender, as assignee of Issuer, Loan Payments, in the amounts and on the dates set forth in Exhibit A-1 hereto with respect to the Series 2008A Loan, Exhibit A-2 hereto with respect to the Series 2008B Loan and Exhibit A-3 hereto with respect to the Series 2008C Loan. If Borrower pays less than the full amount of any Loan Payments, Lender shall determine in its sole discretion how such Loan Payments shall be applied as among the Loan Payment due under Series 2008A Loan, the Series 2008B Loan and the Series 2008C Loan. Additionally, Borrower shall pay to Lender, as assignee of Issuer and holder of the Bonds, an amount equal to the product of (i) 15% per annum and (ii) the delinquent amount of any Loan Payment not paid when due. As security for its obligation to pay the principal of, premium, if any in accordance with Section 2.07 hereof, and interest on the Bonds, Issuer assigns to Lender all of Issuer's right to receive Loan Payments from Borrower hereunder and all of Issuer's rights hereunder, and Issuer irrevocably constitutes and appoints Lender and Collateral Agent and any present or future officer or agent of Lender or Collateral Agent as its lawful attorney, with full power of substitution and resubstitution, and in the name of Issuer or otherwise, to collect the Loan Payments and any other payments due hereunder and under the Bonds and to sue in any court for such Loan Payments or other payments, to exercise all rights hereunder with respect to the Collateral, and to withdraw or settle any claims, suits or proceedings pertaining to or arising out of this Agreement upon any terms. Such Loan Payments and other payments shall be made by Borrower directly to Lender, as Issuer's assignee and holder of the Bonds, and shall be credited against Issuer's payment obligations hereunder and under the Bonds. No provision, covenant or agreement contained in this Agreement or any

obligation imposed on Issuer herein or under the Bonds, or the breach thereof, shall constitute or give rise to or impose upon Issuer a pecuniary liability, a charge upon its general credit or taxing powers or a pledge of its general revenues. In making the agreements, provisions and covenants set forth in this Agreement, Issuer has not obligated itself except with respect to the application of the Loan Payments to be paid by Borrower hereunder. All amounts required to be paid by Borrower hereunder shall be paid in lawful money of the United States of America in immediately available funds. No recourse shall be had by Lender or Borrower for any claim based on this Agreement, the Bonds or the Tax Matters Certificate against any director, officer, employee or agent of Issuer alleging personal liability on the part of such person, unless such claim is based on the willful dishonesty of or intentional violation of law by such person.

Section 2.05. *Payment on Non-Business Days.* Whenever any payment to be made hereunder or under the Bonds shall be stated to be due on a day which is not a Business Day, such payment may be made on the next succeeding Business Day.

Section 2.06. *Loan Payments To Be Unconditional.* The obligations of Borrower to make the Loan Payments required under this Article II and to make other payments hereunder and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, without abatement, diminution, deduction, setoff or defense for any reason, including (without limitation) any failure of the Project to be completed, any defects, malfunctions, breakdowns or infirmities in the Project or any accident, condemnation, destruction or unforeseen circumstances. Notwithstanding any dispute between Borrower and any of Issuer, Lender, Collateral Agent, any Contractor or any other person, Borrower shall make all Loan Payments when due and shall not withhold any Loan Payments pending final resolution of such dispute, nor shall Borrower assert any right of setoff or counterclaim against its obligation to make such payments required under this Agreement.

Section 2.07. *Prepayments.* (a) Borrower may, in its discretion, prepay the Loans and the Bonds in whole at any time after the third anniversary of the date hereof by paying the applicable Prepayment Amount.

(b) Borrower shall prepay the Loans and the Bonds in whole or in part at any time pursuant to Sections 9.01 and 9.02 hereto by paying the applicable Damaged Collateral Amount.

(c) Borrower shall prepay the Loans and the Bonds in full immediately upon demand of Lender after the occurrence of an Event of Default by paying the applicable Prepayment Amount. A portion of such prepayment may be made with moneys remaining in the Escrow Fund pursuant to the Escrow Agreement; *provided, however*, that moneys remaining in the Series 2008A Account will not be used to prepay the Series 2008B Loan and the Series 2008B Bond or the Series 2008C Loan and the Series 2008C Bond.

(d) Borrower shall prepay the Series 2008A Loan and the Series 2008A Bond in full immediately upon demand of Lender after the occurrence of a Determination of Taxability by paying the applicable Prepayment Amount plus an amount necessary to supplement the prior Loan Payments on the Series 2008A Loan to the Gross-Up Rate.

(i) The Subordination Agreement, properly executed on behalf of Borrower and Intsel Steel.

(j) The Lease, properly executed on behalf of Borrower and Intsel Steel.

(k) A certificate of the Secretary or an Assistant Secretary of Borrower, certifying as to (i) the consent of the managers and, if required, the members of Borrower, authorizing the execution, delivery and performance of the Borrower Documents, (ii) the operating agreement of Borrower, and (iii) the signatures of the officers or agents of Borrower authorized to execute and deliver the Borrower Documents on behalf of Borrower.

(l) A certificate of the Secretary or an Assistant Secretary of Triple-S Steel, certifying as to (i) the resolutions of the board of directors and, if required, the shareholders of Triple-S Steel, authorizing the execution, delivery and performance of the Triple-S Steel Guaranty Agreement and the Environmental Indemnity Agreement, (ii) the bylaws of Triple-S Steel, and (iii) the signatures of the officers or agents of Triple-S Steel authorized to execute and deliver the Triple-S Steel Guaranty Agreement and the Environmental Indemnity Agreement on behalf of Triple-S Steel.

(m) A certificate of the Secretary or an Assistant Secretary of Intsel Steel, certifying as to (i) the consent of the managers and, if required, the members of Intsel Steel, authorizing the execution, delivery and performance of the Intsel Steel Guaranty Agreement and the Environmental Indemnity Agreement, (ii) the operating agreement of Intsel Steel, and (iii) the signatures of the officers or agents of Intsel Steel authorized to execute and deliver the Intsel Steel Guaranty Agreement and Environmental Indemnity Agreement on behalf of Intsel Steel.

(n) Currently certified copies of the Articles of Organization of Borrower.

(o) Currently certified copies of the Articles of Incorporation of Triple-S Steel.

(p) Currently certified copies of the Articles of Organization of Intsel Steel.

(q) A Certificate of Good Standing issued as to Borrower by the Secretary of State of the State of Delaware not more than 20 days prior to the date hereof.

(r) A Certificate of Registration issued as to Borrower by the Department of Commerce of the State not more than 20 days prior to the date hereof.

(s) A Certificate of Good Standing issued as to Triple-S Steel by the Secretary of State of the State of Texas not more than 20 days prior to the date hereof.

(t) A Certificate of Good Standing issued as to Intsel Steel by the Secretary of State of the State of Delaware not more than 20 days prior to the date hereof.

(e) The amounts due hereunder shall be repaid, and the amounts due under the Bonds shall be paid, in part with moneys remaining in the Escrow Fund upon termination of the Escrow Agreement as provided in Section 2.03 of the Escrow Agreement and, if less than 80% of the amount deposited in the Escrow Fund has been disbursed pursuant to the Escrow Agreement, together with a prepayment premium calculated at the percentage used to determine the Prepayment Amount at the date of such prepayment; *provided, however*, that moneys remaining in the Series 2008A Account will not be used to prepay the Series 2008B Loan and the Series 2008B Bond or the Series 2008C Loan and the Series 2008C Bond.

Upon any prepayment in part of the Loans, the prepayment shall be applied to the Loan Payments and any other amounts due hereunder as determined by Lender.

Section 2.08. *Security.* The obligations of Borrower to make the Loan Payments and to make any other payments required hereunder or under any other Borrower Document and to perform or observe the covenants and agreements contained herein and in all other Borrower Document shall be secured by, among other things, a lien on the Collateral pursuant to this Agreement and the Mortgage and by certain other documents executed and delivered in connection herewith.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.01. *Conditions of Closing.* Lender's agreement to purchase the Bonds and to disburse the Loan Proceeds shall be subject to the condition precedent that Lender shall have received all of the following, each in form and substance satisfactory to Lender:

(a) This Agreement, properly executed on behalf of Issuer and Borrower, and each of the Exhibits hereto properly completed.

(b) The Bonds, properly executed on behalf of Issuer.

(c) The Tax Matters Certificate, properly executed on behalf of Issuer and Borrower.

(d) The Escrow Agreement, properly executed on behalf of Issuer, Borrower and Escrow Agent.

(e) The Intsel Steel Guaranty Agreement, properly executed on behalf of Intsel Steel.

(f) The Triple-S Steel Guaranty Agreement, properly executed on behalf of Triple-S Steel.

(g) The Mortgage, properly executed on behalf of Borrower.

(h) The Environmental Indemnity Agreement, properly executed on behalf of Borrower and Guarantors.

(u) A Certificate of Registration issued as to Intsel Steel by the Department of Commerce of the State not more than 20 days prior to the date hereof.

(v) A completed and executed Form 8038 or evidence of filing thereof with the Secretary of Treasury.

(w) A resolution or evidence of other official action taken by or on behalf of Issuer to authorize the transactions contemplated hereby.

(x) Evidence that the issuance of the Bonds for the purpose of financing of the Project has been approved by the "applicable elected representative" after a public hearing held upon reasonable notice.

(y) Financing statements authorized by Borrower, as debtor, and naming Collateral Agent, as secured party, and/or the original certificate of title or manufacturer's certificate of origin and title application if any of the Collateral is subject to certificate of title laws.

(z) Financing statements authorized by Issuer, as debtor, and naming Lender, as secured party.

(aa) An environmental engineering report for the Premises prepared by an engineer engaged by Lender after consultation with Borrower and at Borrower's expense, which environmental engineering report shall be in form and substance acceptable to Lender.

(bb) An opinion of counsel to Borrower and Guarantors, addressed to Collateral Agent, Lender and Issuer, in the form attached hereto as Exhibit B.

(cc) An opinion of counsel to Issuer, addressed to Collateral Agent, Lender and Borrower, in the form attached hereto as Exhibit C.

(dd) An opinion of bond counsel, addressed to Issuer, Collateral Agent and Lender, in the form attached hereto as Exhibit D.

(ee) Payment of Lender's fees, commissions and expenses required by Section 12.01 hereof.

(ff) Payment of Issuer's fees, commissions and expenses incurred in connection with this Agreement and the transactions contemplated hereby.

(gg) Any other documents or items required by Lender.

Section 3.02. *Conditions of Disbursement.* In addition to the requirements set forth in Section 3.01 hereof and provided that the representations and warranties contained in Articles IV and V hereof are correct on and as of the date of such disbursement as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date, and no Default or Event of Default has occurred hereunder, Lender's agreement to

authorize any disbursement from the Escrow Fund shall be subject to the additional condition precedent that Lender shall have received all of the following on the date thereof, each in form and substance satisfactory to Lender:

(a) Each of the items required for a disbursement pursuant to the Escrow Agreement.

(b) Contractor invoice(s) relating to the Project and, if such invoices have been paid by Issuer or Borrower, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Code.

(c) Current searches of appropriate filing offices showing that (i) no state or federal tax liens have been filed and remain in effect against Borrower, (ii) no financing statements have been filed and remain in effect against Borrower relating to the Collateral except those financing statements filed by Lender, and (iii) all financing statements necessary to perfect the lien on the Collateral have been filed.

(d) Certificates of the insurance required hereunder, containing a lender's loss payable clause or endorsement in favor of Lender.

(e) Any other documents and items required by Lender.

(f) With respect to any disbursement from the Series 2008A Account or the Series 2008B Account:

(i) An ALTA (or equivalent) mortgagee policy of title insurance in the amount of \$6,400,000 or as determined by Lender, with reinsurance and endorsements as Lender may require, containing no exceptions to title (printed or otherwise) which are unacceptable to Lender, and insuring that the Mortgage is a first-priority lien on the Property. Without limitation, such policy shall (i) be in the 2006 ALTA form or, if not available, ALTA 1992 form (in each case deleting arbitration and creditors' rights) or, if not available, the form commonly used in the State, insuring Collateral Agent and its successors and assigns; and (ii) include the following endorsements and/or affirmative coverages: (A) ALTA 9 Comprehensive, (B) Survey, (C) Access, (D) Environmental Protection Lien, (E) Subdivision, (F) Contiguity (as applicable), (G) Tax Parcel, (H) Address and Improvement, (I) Usury, (J) Tax Sale (as applicable), (K) Doing Business, (L) First Loss, (M) Tie-In (as applicable), (N) Last Dollar (as applicable), (O) 3.1 Zoning (with parking) and (P) Creditors' Rights.

(ii) An as built ALTA survey of the Property, in form and substance acceptable to Lender.

(iii) An engineer's "walk-through" inspection prepared by an engineer acceptable to Lender at Borrower's expense, in form and substance acceptable to Lender.

- (iv) The final, permanent and unconditional Certificate of Occupancy for the Property.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS OF ISSUER

Issuer represents, warrants and covenants for the benefit of Lender and Borrower, as follows:

- (a) Issuer is a body politic and corporate duly created and validly existing under the Constitution and laws of the State.
- (b) Issuer will exercise its best efforts to preserve and keep in full force and effect its existence as a body corporate and politic.
- (c) Issuer is authorized under the Constitution and laws of the State to issue the Bonds and to enter into this Agreement, the Escrow Agreement, the Tax Matters Certificate and the transactions contemplated hereby and to perform all of its obligations hereunder.
- (d) Issuer has duly authorized the issuance of the Bonds and the execution and delivery of this Agreement, the Escrow Agreement and the Tax Matters Certificate under the terms and provisions of the resolution of its governing body or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of the Bonds, this Agreement, the Escrow Agreement and the Tax Matters Certificate against Issuer, and Issuer has complied with such public bidding requirements as may be applicable to the Bonds, this Agreement, the Escrow Agreement and the Project. Issuer has taken all necessary action and has complied with all provisions of the Act, including but not limited to the making of the findings required by the Act, required to make the Bonds, this Agreement, the Escrow Agreement and the Tax Matters Certificate the valid and binding obligation of Issuer.
- (e) The officer of Issuer executing the Bonds, this Agreement, the Escrow Agreement, the Tax Matters Certificate and any related documents has been duly authorized to issue the Bonds and to execute and deliver this Agreement, the Escrow Agreement and the Tax Matters Certificate and such related documents under the terms and provisions of a resolution of Issuer's governing body, or by other appropriate official action.
- (f) The Bonds, this Agreement, the Escrow Agreement and the Tax Matters Certificate are legal, valid and binding obligations of Issuer, enforceable in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

(g) Issuer has assigned to Lender all of Issuer's rights in this Agreement (except any indemnification payable to Issuer pursuant to Section 7.07 hereof and notice to Issuer pursuant to Section 12.03 hereof).

(h) Issuer will not pledge, mortgage or assign this Agreement or its duties and obligations hereunder to any person, firm or corporation, except as provided under the terms hereof.

(i) None of the issuance of the Bonds or the execution and delivery of this Agreement, the Escrow Agreement or the Tax Matters Certificate, the consummation of the transactions contemplated hereby or the fulfillment of or compliance with the terms and conditions of the Bonds, this Agreement, the Escrow Agreement or the Tax Matters Certificate violates any law, rule, regulation or order known to Issuer, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which Issuer is now a party or by which it is bound or constitutes a default under any of the foregoing or results in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Issuer under the terms of any instrument or agreement.

(j) No litigation in the State or in federal courts has been served on Issuer or, to the best of Issuer's knowledge, is threatened against or affecting Issuer, challenging Issuer's authority to issue the Bonds or to enter into this Agreement, the Escrow Agreement or the Tax Matters Certificate, nor has any other action been served on Issuer wherein an unfavorable ruling or finding would adversely affect the enforceability of the Bonds, this Agreement, the Escrow Agreement or the Tax Matters Certificate or any other transaction of Issuer which is similar hereto, or the excludability of the Interest on the Series 2008A Bond from gross income for federal tax purposes under the Code, or would materially and adversely affect any of the transactions contemplated by this Agreement.

(k) If assisted by Borrower, Issuer will submit or cause to be submitted to the Secretary of the Treasury a Form 8038 (or other information reporting statement) at the time and in the form required by the Code.

(l) Based on representations and information furnished to Issuer by or on behalf of Borrower, Issuer has found that the Project (i) will promote the health, safety, and general welfare of the people of the State of Utah and in particular those within the boundaries of Issuer and the public purposes of the Act by alleviating unemployment and by maintaining employment at a high level and creating and developing business opportunities in the State of Utah and within Issuer, and will otherwise further the public purposes of the Act, (ii) is located within the boundaries of the State of Utah and within the boundaries of Issuer, and (iii) will constitute a project within the meaning of the Act.

(m) Issuer has received a certificate of allocation from the Private Activity Bond Review Board of the State certifying approval of such allocation for the Series 2008A Bond as required by Section 146 of the Code. Issuer will simultaneously with the

issuance of the Series 2008A Bond deliver an Allocation Report to the State of Utah Private Activity Bond Review Board.

(n) The Bonds have been approved by the Issuer's City Council (i) as the "applicable elected representative," as that term is defined under the Code, after a public hearing held upon reasonable notice, as required by the Code and (ii) as required by the Act.

(o) Issuer has not and will not pledge the income and revenues derived from this Agreement other than pursuant to and as set forth herein.

(p) Issuer will comply fully at all times with the Tax Matters Certificate, and Issuer will not take any action, or omit to take any action, which, if taken or omitted, respectively, would violate the Tax Matters Certificate.

(q) Issuer will take no action that would cause the Interest on the Series 2008A Bond to become includable in gross income for federal income tax purposes under the Code (including, without limitation, intentional acts under Treas. Reg. § 1.148-2(c) or consenting to a deliberate action within the meaning of Treas. Reg. § 1.141-2(d)), and Issuer will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest on the Series 2008A Bond does not become includable in gross income of the recipient for federal income tax purposes under the Code (including, without limitation, the calculation and payment of any rebate required to preserve such exclusion).

ARTICLE V

REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER

Borrower represents, warrants and covenants for the benefit of Lender and Issuer, as follows:

(a) Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, has power to enter into the Borrower Documents and by proper limited liability company action has duly authorized the execution and delivery of the Borrower Documents. Borrower is in good standing and is duly licensed or qualified to transact business in the State and in all jurisdictions where the character of the property owned or leased or the nature of the business transacted by it makes such licensing or qualification necessary. Borrower's exact legal name is as set forth on the execution page hereof.

(b) Borrower has been fully authorized to execute and deliver the Borrower Documents under the terms and provisions of the consent of its managers, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of the Borrower Documents and the Borrower Documents have been duly authorized, executed and delivered.

(c) The officer of Borrower executing the Borrower Documents has been duly authorized to execute and deliver the Borrower Documents under the terms and provisions of a consent of the managers of Borrower.

(d) The Borrower Documents constitute valid and legally binding obligations of Borrower, enforceable against Borrower in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

(e) The execution and delivery of the Borrower Documents, the consummation of the transactions contemplated hereby and the fulfillment of the terms and conditions hereof do not and will not violate any law, rule, regulation or order, conflict with or result in a breach of any of the terms or conditions of the articles of organization or operating agreement of Borrower or of any company restriction or of any agreement or instrument to which Borrower is now a party and do not and will not constitute a default under any of the foregoing or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of Borrower contrary to the terms of any instrument or agreement.

(f) The authorization, execution, delivery and performance of this Agreement by Borrower do not require submission to, approval of, or other action by any governmental authority or agency, which action with respect to this Agreement has not been taken and which is final and nonappealable.

(g) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Borrower's knowledge, threatened against or affecting Borrower, challenging Borrower's authority to enter into the Borrower Documents or any other action wherein an unfavorable ruling or finding would reasonably be expected to adversely affect the enforceability of the Borrower Documents or any other transaction of Borrower which is similar hereto, or the excludability of the Interest on the Series 2008A Bond from gross income for federal tax purposes under the Code, or could reasonably be expected to cause a material adverse effect on the financial condition, operations, business or prospects of Borrower.

(h) The Property is properly zoned for its current and anticipated use and the use of the Property will not violate any applicable zoning, land use, environmental or similar law or restriction. Borrower has all licenses and permits to use the Collateral.

(i) Borrower has furnished to Lender and Collateral Agent a Phase I Environmental Site Assessment dated [_____, ____] prepared by [_____] (the "Report"). Borrower has also furnished to Lender and Collateral Agent those certain existing environmental reports and studies described in Exhibit B to the Environmental Indemnity Agreement (the "Existing Reports"). Except as disclosed to Lender and Collateral Agent in the Report and the Existing Reports, Borrower has received no notification of any kind suggesting that the Property or any adjacent property is or may be contaminated with any Hazardous Waste or Materials or is or may be

required to be cleaned up in accordance with any applicable law or regulation; and Borrower further represents and warrants that, except as previously disclosed to Lender and Collateral Agent in writing and in the Report and the Existing Reports, to the best of its knowledge as of the date hereof, there are no Hazardous Waste or Materials located in, on or under the Property or any adjacent property in violation of any Environmental Laws, or incorporated in any Improvements, nor has the Property or any adjacent property ever been used as a landfill or a waste disposal site, or a manufacturing, handling, storage, distribution or disposal facility for Hazardous Waste or Materials. Borrower has obtained all permits, licenses and other authorizations which are required under any Environmental Laws at Borrower's facilities or in connection with the operation of its facilities. Except as previously disclosed to Lender and Collateral Agent in writing and in the Report and the Existing Reports, Borrower and all activities of Borrower at its facilities comply with all Environmental Laws and with all terms and conditions of any required permits, licenses and authorizations applicable to Borrower with respect thereto. Except as previously disclosed to Lender and Collateral Agent in writing and in the Report and the Existing Reports, Borrower is also in compliance with all limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in Environmental Laws or contained in any plan, order, decree, judgment or notice of which Borrower is aware. Except as previously disclosed to Lender and Collateral Agent in writing and in the Report and the Existing Reports, Borrower is not aware of, nor has Borrower received notice of, any events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance with, or which may give rise to any liability under, any Environmental Laws.

(j) The Project is of the type authorized and permitted to be financed with the proceeds of the Bonds pursuant to the Act.

(k) Borrower owns or will own the Project and intends to operate the Project, or cause the Project to be operated, as a "project," within the meaning of the Act, until the date on which all of the Loan Payments have been fully paid or the applicable Prepayment Amount has been fully paid.

(l) Borrower will not take any action that would cause the Interest on the Series 2008A Bond to become includable in gross income of the recipient for federal income tax purposes under the Code (including, without limitation, intentional acts under Treas. Reg. § 1.148-2(c) or deliberate action within the meaning of Treas. Reg. § 1.141-2(d)), and Borrower will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest on the Series 2008A Bond does not become includable in gross income of the recipient for federal income tax purposes under the Code (including, without limitation, the calculation and payment of any rebate required to preserve such exclusion).

(m) Borrower has heretofore furnished to Lender the audited consolidated financial statements of Triple-S Steel for its fiscal years ended August 31, 2002, August 31, 2003, August 31, 2004, August 31, 2005, August 31, 2006 and August 31, 2007, and those statements fairly present in all material respects the financial condition of Triple-S

Steel on the dates thereof and the results of its operations and cash flows for the periods then ended and were prepared in accordance with GAAP. Since the date of the most recent financial statements, there has been no material adverse change in the business, properties or condition (financial or otherwise) of Triple-S Steel.

(n) Borrower has paid or caused to be paid to the proper authorities when due all federal, state and local taxes required to be withheld by it. Borrower has filed all federal, state and local tax returns which are required to be filed, and Borrower has paid or caused to be paid to the respective taxing authorities all taxes as shown on said returns or on any assessment received by it to the extent such taxes have become due.

(o) All financial and other information provided to Lender by or on behalf of Borrower in connection with Borrower's request for the Loan contemplated hereby is true and correct in all material respects and Borrower has not omitted to provide Lender with any information which would be material to Lender's decision to enter into this Agreement and, as to projections, valuations or pro forma financial statements, present a good faith opinion as to such projections, valuations and pro forma condition and results.

(p) Borrower has authorized Lender and Collateral Agent to file financing statements, and such financing statements when filed will be sufficient to perfect the security interest created pursuant to this Agreement. When such financing statements are filed in the offices noted therein, Collateral Agent will have a valid and perfected security interest in the Collateral, subject to no other Lien. None of the Collateral constitutes a replacement of, substitution for or accessory to any property of Borrower subject to a Lien. Borrower owns the Collateral subject to no Liens except for the Liens created hereby and by the Mortgage and the Permitted Exceptions.

(q) Borrower will aid and assist Issuer in connection with preparing and submitting to the Internal Revenue Service a Form 8038 (or other applicable information reporting statement) at the time and in the form required by the Code.

(r) Borrower will comply fully at all times with the Tax Matters Certificate, and Borrower will not take any action, or omit to take any action, which, if taken or omitted, respectively, would violate the Tax Matters Certificate, and the representations and warranties in the Tax Matters Certificate are true and correct.

(s) Expenses for work done by officers or employees of Borrower in connection with the Project will be included as a Project Cost, if at all, only to the extent (i) such persons were specifically employed for such particular purpose, (ii) the expenses do not exceed the actual cost thereof and (iii) such expenses are treated or capable of being treated (whether or not so treated) on the books of Borrower as a capital expenditure in conformity with GAAP.

(t) Any costs incurred with respect to that part of the Project paid from the Loan Proceeds shall be treated or capable of being treated on the books of Borrower as capital expenditures in conformity with GAAP.

(u) No part of the Loan Proceeds will be used to finance inventory or rolling stock or will be used for working capital or to finance any other cost not constituting a Project Cost.

(v) No person other than Borrower and Intsel Steel is in occupancy or possession of any portion of the Property or the Project.

(w) The Project is property of the character subject to the allowance for depreciation under Section 167 of the Code.

(x) None of Borrower, either Guarantor or any individual or entity owning directly or indirectly any interest in Borrower or either Guarantor is an individual or entity whose property or interests are subject to being "blocked" under any of the Terrorism Laws or is otherwise in violation of any of the Terrorism Laws.

(y) The Project will promote the stimulation of economic growth, development of manufacturing enterprises, and the employment and the health, safety, and general welfare of the residents of the State by promoting the continuation and expansion of gainful employment opportunities for such residents and will otherwise further the purposes of the Act. The Project is located entirely within the boundaries of Issuer. The Project is a project within the meaning of the Act and will be operated as such.

(z) Borrower presently intends to use or operate the Project in a manner consistent with the Act until the date on which the Bonds have been fully paid and knows of no reason why the Project will not be so used or operated.

(aa) The aggregate of the following amounts does not, at the date of issuance of the Bonds, exceed \$20,000,000:

(i) The outstanding amount of prior Small Issue Bonds with respect to facilities which are to be or have been used by Borrower, any other Principal User of the Project or any Related Person and are located within the boundaries of Issuer;

(ii) The aggregate face amounts of the Bonds; and

(iii) Capital expenditures, including any expenditures which could at the option of any person be capitalized under any provision of the Code, paid or incurred by any person within three years preceding the date of issuance of the Series 2008A Bond, with respect to any facilities located in the same city, town, borough, or township as the Project of which Borrower, any other Principal User of the Project or any Related Person is the Principal User, except expenditures made with proceeds of any prior Small Issue Bonds or expenditures reimbursed with the proceeds of the Series 2008A Bond.

(bb) The aggregate of the following amounts does not, at the date of issuance of the Bonds, exceed \$40,000,000:

(i) The outstanding amount of any prior Small Issue Bonds, qualified redevelopment bonds (as defined in Section 144(c) of the Code) or Exempt Facility Bonds allocable to Borrower, any other Principal User of the Project or any Related Person; and

(ii) The aggregate face amounts of the Bonds.

(cc) The information furnished by Borrower and used by Issuer in preparing the arbitrage certificate pursuant to Section 148 of the Code and information statement pursuant to Section 149(e) of the Code is accurate and complete as of the delivery date of the Series 2008A Bond.

(dd) The proceeds of the Bonds will not exceed the Project Costs.

(ee) The Costs of Issuance financed with proceeds of the Series 2008A Bond, including any bond discount on the sale of the Series 2008A Bond, will not exceed 2% of the proceeds of the Series 2008A Bond.

(ff) No costs of the Project to be financed with the proceeds of the Series 2008A Bond have been paid by or on behalf of Borrower or any Related Person more than 60 days prior to the date of the Project Approval.

(gg) Borrower agrees to (i) engage an independent certified public accounting firm or firm of attorneys of nationally recognized standing in order to calculate and (ii) make such payments to the Internal Revenue Service of, any arbitrage rebate that may be owing with respect to the Series 2008A Bond under Section 148 of the Code and to pay the costs and expenses of said independent certified public accounting firm or firm of attorneys so engaged. The obligation of Borrower to make such payments shall remain in effect and be binding upon Borrower notwithstanding the release and discharge of this Agreement.

(hh) Borrower covenants and represents that it will at all times do and perform all acts and things necessary or desirable and within its reasonable control in order to assure that Interest paid on the Series 2008A Bond shall not be includable in the gross income of Lender for federal income tax purposes, unless Lender is a "substantial user" of the Project or a "related person" of such a user within the meaning of Section 147(a) of the Code. Borrower also covenants and represents that it shall not take or omit to take, or permit to be taken on its behalf, any actions which, if taken or omitted, would adversely affect the excludability from the gross income of Lender of Interest paid on the Series 2008A Bond for federal income tax purposes. Borrower covenants for the benefit of Lender that it will not use the proceeds of the Series 2008A Bond, any moneys derived, directly or indirectly, from the use or investment thereof or any other moneys on deposit in any fund or account maintained in respect of the Series 2008A Bond (whether such moneys were derived from the proceeds of the sale of the Bond or from other sources) in a manner which would cause the Series 2008A Bond to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code.

(ii) Borrower will take such actions as shall be necessary or desirable, from time to time and within its reasonable control, to cause all of the representations and warranties in this Article to remain true and correct during such periods as shall be necessary to maintain the excludability of Interest paid on the Series 2008A Bond from the gross income of Lender for federal income tax purposes (other than if Lender is a "substantial user" of the Project or a "related person" as those terms are used in Section 147(a) of the Code), pursuant to the requirements of the Code.

(jj) Until payment in full of the Series 2008A Bond, Borrower shall operate that portion of the Project financed with the proceeds of the Series 2008A Bond as a "manufacturing facility" within the meaning of Section 144(a)(12)(C) of the Code. Without limiting the generality of the foregoing definition, a "manufacturing facility" is, generally, any facility which is used in the manufacturing or production of tangible personal property, including processing resulting in a change of condition of such property. Borrower shall use no more than 25% of the net proceeds of the Series 2008A Bond to provide on site facilities which are directly related and ancillary to the manufacturing facility, including temporary warehousing of raw materials and finished product, office facilities, and product development facilities.

(kk) Borrower shall spend not less than 95% of the net proceeds of the Series 2008A Bond for capital costs of the manufacturing facility being financed. Capital costs are defined as costs of land or property of a character subject to allowance for depreciation under Section 167 of the Code and do not include inventory or working capital.

(ll) Borrower will not use, directly or indirectly, 25% or more of the net proceeds of the Series 2008A Bond for the acquisition of land or an interest therein.

(mm) Borrower will not use any proceeds of the Series 2008A Bond to acquire any property of which Borrower would not be the first user, except as permitted by the next sentence. If any proceeds of the Series 2008A Bond are used to acquire (i) an existing building, (ii) an existing building and equipment thereof, (iii) an existing structure (other than a building), or (iv) an existing structure and equipment thereof, then Borrower will, within two years of the later of the delivery date of the Series 2008A Bond or the date Borrower acquires such building or structure, incur Rehabilitation Expenditures in an amount at least equal to (A) 15% of the portion of the cost of acquiring all existing buildings and equipment thereof which is financed with net proceeds of the Series 2008A Bond, plus (B) 100% of the portion of the cost of acquiring all existing structures (other than a building) and equipment thereof which is financed with net proceeds of the Series 2008A Bond.

(nn) Borrower will not use more than 25% of the net proceeds of the Series 2008A Bond to provide any portion of the Project the primary purpose of which is to provide retail food or beverage services (exclusive of grocery stores), automobile sales or services, or the provision of recreation or entertainment.

(oo) Borrower will not use any portion of the proceeds of the Series 2008A Bond to provide any portion of the Project to be used for a private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard, and ice skating), racquet sports facility (including any handball or racquetball court), hot tub facility, suntan facility, or racetrack, Borrower will not use any proceeds of the Series 2008A Bond to provide any airplane, any sky box or other private luxury box, any health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(pp) Neither Borrower nor any other Principal User of the portion of the Project financed with Series 2008A Bond proceeds or any Related Person with respect to Borrower or any such Principal User of the Project will, during the six year period beginning three years before the date of issuance of the Series 2008A Bond, pay or incur any capital expenditures, or become a Principal User of a facility with respect to which capital expenditures have been made in such period, if:

(i) The capital expenditures are financed other than with the proceeds of the Series 2008A Bond;

(ii) The facility with respect to which the capital expenditures are paid or incurred is the Project or is located either (A) if the Project is located in a city, borough, town, township, or other incorporated municipality, in such incorporated municipality, or (B) if the Project is not located in a city, borough, town, township, or other incorporated municipality, in the county in which the Project is located and not in any incorporated municipality; and

(iii) The amount of the capital expenditures, when added to the face amount of the Series 2008A Bond and any other prior tax exempt obligations outstanding on the date of issuance of the Series 2008A Bond, subject to aggregation with the Series 2008A Bond under the Code, would exceed \$20,000,000.

(qq) Neither Borrower nor any other Principal User of the portion of the Project financed with Series 2008A Bond proceeds or any Related Person with respect to Borrower or any such Principal User of the Project will, during the Test Period in respect of the Series 2008A Bond, merge with, acquire more than 50% of the stock of or otherwise become affiliated with, any entity so as to cause the \$20,000,000 limitation set forth in paragraph (pp) above to be violated when the capital expenditures and prior tax exempt obligations with respect to such entity and all Related Persons with respect to such entity are taken into account.

(rr) If either of the taxability conditions described below is present, then neither Borrower nor any other Principal User of the portion of the Project financed with Series 2008A Bond proceeds or any Related Person with respect to the Borrower or any such Principal User of the Project will, during the Test Period in respect of the Series 2008A Bond, either (a) be or become a Principal User of a facility financed with tax

exempt bonds issued prior to the issuance of the Series 2008A Bond (a "prior issue") or (b) merge with or become a Related Person with respect to a Principal User of a facility financed by a prior issue. The taxability conditions that, if present, shall prevent Borrower, any other Principal User of the portion of the Project financed with Series 2008A Bond proceeds and any Related Person with respect to the Borrower or any such Principal User of the Project from entering into the foregoing transactions during the Test Period, are that (i) the prior issue is either Exempt Facility Bonds, an issue of qualified redevelopment bonds (as defined in Section 144(c)(1) of the Code) or Small Issue Bonds, the Test Period for the prior issue has not expired as of the delivery date of the Series 2008A Bond, and the portion of the prior issue allocable under the Code to Borrower (and all Related Persons with respect to Borrower) or any other Principal User of the portion of the Project financed with Series 2008A Bond proceeds (and all Related Persons with respect to such Principal User), when added to the outstanding amount of the Series 2008A Bond and any other prior tax exempt financing allocable under the Code to Borrower (and such Related Persons) or such Principal User (and such Related Persons), as the case may be, would exceed \$40,000,000, or (ii) the prior issue is Small Issue Bonds, the facility financed by the prior issue is located either (A) if the Project is located in a city, borough, town, township, or other incorporated municipality, in such incorporated municipality, or (B) if the Project is not located in a city, borough, town, township, or other incorporated municipality, in the county in which the Project is located and not in any incorporated municipality, and the outstanding amount of the Series 2008A Bond and any other prior tax exempt financing subject to aggregation with the Series 2008A Bond under the Code, would exceed \$20,000,000 (taking into account all capital expenditures described in paragraph (pp) above). Borrower hereby represents that, as of the delivery date of the Series 2008A Bond, neither of the taxability conditions set forth in clause (i) or (ii) above is present.

(ss) In connection with any lease or grant by Borrower of the use of the portion of the Project financed with Series 2008A Bond proceeds, Borrower will require that the lessee or user of any portion of the Project and all Related Persons with respect to such lessee or user will not violate the covenants set forth herein.

(tt) The average reasonably expected economic life of the property financed with the proceeds of the Series 2008A Bond, disregarding land, will be at least 84% of the average maturity of the Series 2008A Bond, as determined pursuant to Section 147(b) of the Code.

(uu) The portion of the Project financed with Series 2008A Bond proceeds will not comprise a part of a single building, an enclosed shopping mall, or a strip of offices, stores, or warehouses using substantial common facilities, any portion of which has been financed through any other tax exempt issue.

(vv) As required by Article V(gg) hereof, Borrower will pay to or for the account of Issuer all amounts needed to comply with the requirements of Section 148 of the Code, concerning arbitrage bonds, including Section 148(f), which requires generally a rebate payment to the United States of arbitrage profit from investment of the proceeds of the Series 2008A Bond in obligations other than tax exempt obligations. The

obligation of Borrower to make such payments is unconditional and is not limited to funds representing the proceeds of the Series 2008A Bond or income from the investment thereof or any other particular source.

(ww) After the expiration of any applicable temporary period under Section 148(c) of the Code, not more than the lesser of 5% of the proceeds of the Series 2008A Bond or \$100,000 (in addition to the amounts allowed under Sections 148(c) and (d) of the Code and subject to the yield adjustment provisions of Treasury Regulations §1.148-5(C)) of the proceeds of the Series 2008A Bond will be invested in higher yielding investments.

At no time will any funds constituting gross proceeds of the Series 2008A Bond be used to acquire investments at other than fair market value within the meaning of the applicable Treasury Regulations pertaining to, or in any other fashion as would constitute failure of compliance with, Section 148 of the Code. Investments or deposits in certificates of deposit or pursuant to investment contracts shall not be made without compliance, at or prior to such investment or deposit, with the requirements of Treasury Regulations Section 1.148-5(d)(6)(ii) and (iii), respectively, or with any successor provisions thereto.

The terms "bond year," "proceeds," "gross proceeds," "nonpurpose investments," "yield," "higher yielding investments," and "debt service" have the meanings assigned to them for purposes of Section 148 of the Code.

(xx) In no event will Borrower provide collateral to Lender which bears a yield higher than the yield on the Series 2008A Bond within the meaning of Section 148 of the Code and any lawful regulations promulgated thereunder, except upon receipt by Borrower and Lender of an opinion of bond counsel to the effect that the pledge of such collateral shall not cause the Interest on the Series 2008A Bond to be included in the gross income of Lender for federal income tax purposes; provided that no such yield restriction or opinion is required with respect to the pledge of any collateral that consists of obligations, the Interest on which is excludable from the gross income of the holder thereof for federal income tax purposes.

(yy) Neither Borrower nor any other Principal User of the portion of the Project financed with Series 2008A Bond proceeds or any Related Person has participated, or will participate, in the offering for sale or sale of any issue of Exempt Facility Bonds, Small Issue Bonds or qualified redevelopment bonds (as defined in Section 144(b) of the Code), which are or will be required to be aggregated with the Series 2008A Bond as part of the "same issue" within the meaning of Section 144(a)(6) of the Code.

(zz) Intsel Steel is a subsidiary of Triple-S Steel.

ARTICLE VI

TITLE TO COLLATERAL; SECURITY INTEREST

Section 6.01. *Title to Collateral.* Borrower shall have good, marketable and insurable title in fee simple to all Collateral that is real property, and good title to all other Collateral. Borrower will at all times protect and defend, at its own cost and expense, such title from and against all Liens and legal processes of creditors of Borrower, and keep all Collateral free and clear of all such Liens and processes other than Liens created hereby and by the Mortgage and the Permitted Exceptions.

Section 6.02. *Security Interest in Collateral.* This Agreement is intended to constitute a security agreement within the meaning of the UCC. As security for Borrower's payment to Lender, as assignee of Issuer, of Loan Payments and all other amounts payable to Lender hereunder, and, so long as a GE Capital Entity is the holder of the Bonds, as security for all obligations of Borrower to any GE Capital Entity, Borrower hereby grants to Collateral Agent, for its benefit and the benefit of Lender, a security interest constituting a first lien on the Collateral. To the extent that the same entity (or an affiliate thereof) is the lender under this Agreement and under any other document or agreement with Borrower, the security interest in the Collateral shall secure all of Borrower's obligations under all such agreements, but shall not secure Borrower's obligations under any such agreements under which a different entity is the lender. Borrower ratifies its previous authorization for Lender or Collateral Agent to pre-file UCC financing statements and any amendments thereto describing the Collateral and containing any other information required by the applicable UCC. Borrower authorizes Collateral Agent, and hereby grants Collateral Agent a power of attorney (which is coupled with an interest), to file financing statements and amendments thereto describing the Collateral and containing any other information required by the applicable UCC and all proper terminations of the filings of other secured parties with respect to the Collateral, in such form and substance as Collateral Agent, in its sole discretion, may determine. Borrower agrees to execute such additional documents, including demands for terminations, assignments, affidavits, notices and similar instruments, in form satisfactory to Collateral Agent, and take such other actions that Collateral Agent deems necessary or appropriate to establish and maintain the security interest created by this Section, and Borrower hereby designates and appoints Collateral Agent as its agent, and grants to Collateral Agent a power of attorney (which is coupled with an interest), to execute on behalf of Borrower such additional documents and to take such other actions. Borrower hereby waives any right that Borrower may have to file with the applicable filing officer any financing statement, amendment, termination or other record pertaining to the Collateral and/or Collateral Agent's interest therein.

Section 6.03. *Change in Name or Corporate Structure of Borrower; Change in Location of Borrower's Chief Executive Office or Principal Executive Office.* Borrower's chief executive office and principal executive office are located at the address set forth above, and all of Borrower's records relating to its business and the Collateral are kept at such location. Borrower hereby agrees to provide written notice to Collateral Agent, Lender and Issuer of any change or proposed change in its name, corporate structure, chief executive office or principal executive office or change or proposed change in the location of the Collateral. Such notice shall

be provided thirty days in advance of the date that such change or proposed change is planned to take effect.

Section 6.04. *Liens.* Borrower shall not, directly or indirectly, create, incur, assume or suffer to exist any Lien on or with respect to the Collateral except for the Lien created hereby or by the Mortgage and the Permitted Exceptions. Borrower shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such Lien. Borrower shall reimburse Collateral Agent and Lender for any expenses incurred by Collateral Agent or Lender to discharge or remove any Lien.

Section 6.05. *Assignment of Insurance.* As additional security for the payment and performance of Borrower's obligations hereunder, Borrower hereby assigns to Collateral Agent, for itself and for the benefit of Lender any and all moneys (including, without limitation, proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Borrower with respect to, any and all policies of insurance now or at any time hereafter covering the Collateral or any evidence thereof or any business records or valuable papers pertaining thereto, and Borrower hereby directs the issuer of any such policy to pay all such moneys directly to Collateral Agent. Borrower hereby assigns to Collateral Agent, for itself and for the benefit of Lender, as assignee of Issuer, any and all moneys due or to become due with respect to any condemnation proceeding affecting the Collateral. At any time, whether before or after the occurrence of any Event of Default, Collateral Agent may (but need not), in Collateral Agent's name or in Borrower's name, execute and deliver proof of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy or party in any condemnation proceeding.

Section 6.06. *Collateral Agent.* By accepting the benefits of this Agreement, Lender appoints Collateral Agent as collateral agent for Lender and all holders of the Bonds under and for the purposes of the Collateral Agent Documents. Lender authorizes Collateral Agent to act on behalf of Lender and all holders of the Bonds under the Collateral Agent Documents and to exercise such powers thereunder as are specifically delegated to or required of Collateral Agent by the terms thereof, together with such powers as may be reasonably incidental thereto. Without limiting the provisions of any Collateral Agent Document, neither Collateral Agent nor the directors, officers, employees or agents thereof shall be liable to Lender (and Lender will hold Collateral Agent harmless) for any action taken or omitted to be taken by it under any Collateral Agent Document, or in connection therewith, except for willful misconduct or gross negligence of Collateral Agent, or responsible for any recitals or warranties therein, or for the effectiveness, enforceability, validity or due execution of any Collateral Agent Document, or for the creation, perfection or priority of any lien created by any Collateral Agent Document, or the validity, genuineness, enforceability, existence, value or sufficiency of any collateral security, or to make any inquiry respecting the performance by Borrower of its obligations hereunder.

ARTICLE VII

AFFIRMATIVE COVENANTS OF BORROWER

So long as any of the Loans shall remain unpaid, Borrower will comply with the

following requirements:

Section 7.01. *Reporting Requirements.* Borrower will deliver, or cause to be delivered, to Lender each of the following, which shall be in form and detail acceptable to Lender:

(a) as soon as available, and in any event within 120 days after the end of each fiscal year of Triple-S Steel, audited consolidated financial statements of Triple-S Steel with the unqualified opinion of independent certified public accountants selected by Triple-S Steel and acceptable to Lender in its reasonable discretion, which annual financial statements shall include the consolidated balance sheet of Triple-S Steel as at the end of such fiscal year and the related consolidated statements of income, retained earnings and cash flows of Triple-S Steel for the fiscal year then ended, all in reasonable detail and prepared in accordance with GAAP, together with (i) a report signed by such accountants stating that in making the investigations necessary for said opinion they obtained no knowledge, except as specifically stated, of any Default or Event of Default hereunder or under the Triple-S Steel Guaranty Agreement and all relevant facts in reasonable detail to evidence, and the computations as to, whether or not Triple-S Steel is in compliance with the requirements set forth in Sections 13 through 15 of the Triple-S Steel Guaranty Agreement; and (ii) a certificate of the chief financial officer of Triple-S Steel in the form of Exhibit A to the Triple-S Steel Guaranty Agreement stating that such financial statements have been prepared in accordance with GAAP and whether or not such officer has knowledge of the occurrence of any Default or Event of Default hereunder or under the Triple-S Steel Guaranty Agreement and, if so, stating in reasonable detail the facts with respect thereto;

(b) as soon as available and in any event within 90 days after the end of each fiscal quarter of Triple-S Steel, an unaudited/internal consolidated balance sheet and consolidated statements of income and retained earnings of Triple-S Steel as at the end of and for such quarter and for the year to date period then ended, in reasonable detail and stating in comparative form the figures for the corresponding date and periods in the previous year, all prepared in accordance with GAAP and certified by the chief financial officer of Triple-S Steel, subject to year-end audit adjustments; and accompanied by a certificate of that officer in the form of Exhibit A to the Triple-S Steel Guaranty Agreement stating (i) that such financial statements have been prepared in accordance with GAAP, (ii) whether or not such officer has knowledge of the occurrence of any Default or Event of Default hereunder or under the Triple-S Steel Guaranty Agreement not theretofore reported and remedied and, if so, stating in reasonable detail the facts with respect thereto and (iii) all relevant facts in reasonable detail to evidence, and the computations as to, whether or not Triple-S Steel is in compliance with the requirements set forth in Sections 13 through 15 of the Triple-S Steel Guaranty Agreement;

(c) immediately after the commencement thereof, notice in writing of all litigation and of all proceedings before any governmental or regulatory agency affecting Borrower or either Guarantor of the type described in Article V hereof or which seek a monetary recovery against Borrower or either Guarantor in excess of \$100,000;

(d) as promptly as practicable (but in any event not later than five Business Days) after an officer of Borrower obtains knowledge of the occurrence of any event that constitutes a Default or an Event of Default hereunder, notice of such occurrence, together with a detailed statement by a responsible officer of Borrower of the steps being taken by Borrower to cure the effect of such Default or Event of Default;

(e) promptly upon knowledge thereof, notice of any loss or destruction of or damage to any Collateral or of any material adverse change in any Collateral;

(f) promptly upon their distribution, copies of all financial statements, reports and proxy statements that Triple-S Steel shall have sent to its stockholders;

(g) promptly after the amending thereof, copies of any and all amendments to the certificate of incorporation, articles of incorporation or bylaws of Triple-S Steel;

(h) promptly after the amending thereof, copies of any and all amendments to the articles of organization or operating agreement of Borrower or Intsel Steel;

(i) promptly upon knowledge thereof, notice of any violation by Borrower or either Guarantor of any law, rule or regulation, the noncompliance with which could reasonably be expected to cause a material adverse effect on the financial condition, operations, business or prospects of Borrower or either Guarantor;

(i) promptly upon knowledge thereof, notice of any material adverse change in the financial or operating condition of Borrower or either Guarantor;

(j) as soon as available, and in any event within 180 days after the end of each fiscal year of Triple-S Steel, Triple-S Steel's forecasts and projections of Triple-S Steel's financial results for the current fiscal year, together with a balance sheet, an income statement and supporting facts and assumptions used to formulate such forecasts and projections;

(k) promptly upon receipt thereof, a copy of any notice of audit from the Internal Revenue Service; and

(l) within 30 days of request by Lender, evidence satisfactory to Lender that Borrower has complied with the capital expenditure limitations of Code section 144(a)(4).

Section 7.02. Books and Records; Inspection and Examination. Borrower will keep accurate books of record and account for itself pertaining to the Collateral and pertaining to Borrower's business and financial condition and such other matters as Lender may from time to time request in its reasonable discretion, in which true and complete entries will be made in accordance with GAAP and, upon request of Lender, will permit any officer, employee, attorney or accountant for Lender to audit, review, make extracts from, or copy any and all corporate and financial books, records and properties of Borrower at all times during ordinary business hours, and to discuss the affairs of Borrower with any of its directors, officers, employees or agents. Borrower will permit Lender, or its employees, accountants, attorneys or agents, to examine and

copy any or all of its records and to examine and inspect the Collateral at any time during Borrower's business hours.

Section 7.03. *Compliance With Laws.* Borrower will (a) comply with the requirements of applicable laws and regulations, the noncompliance with which could reasonably be expected to cause a material adverse effect on its financial condition, operations, business or prospects and (b) use and keep the Collateral, and will require that others use and keep the Collateral, only for lawful purposes, without violation of any federal, state or local law, statute or ordinance. Borrower shall secure all permits and licenses, if any, necessary for the installation and operation of the Collateral. Borrower shall comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each portion of the Collateral) with all laws of the jurisdictions in which its operations involving any portion of the Collateral may extend and of any legislative, executive, administrative or judicial body exercising any power or jurisdiction over any portion of the Collateral or its interest or rights under this Agreement.

Section 7.04. *Environmental Compliance.* Borrower shall promptly comply with all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, treatment, disposal, storage, control, removal or cleanup of Hazardous Waste or Materials in, on or under the Property or any adjacent property, or incorporated in any Improvements, at Borrower's expense. In the event that Lender or Collateral Agent at any time believes that the Property is not free of all Hazardous Waste or Materials (other than those disclosed in the Report and the Existing Reports) or that Borrower has violated any applicable Environmental Laws with respect to the Property, then immediately, upon request by Lender or Collateral Agent, Borrower shall obtain and furnish to Lender and Collateral Agent, at Borrower's sole cost and expense, an environmental audit and inspection of the Property from an expert satisfactory to Lender and Collateral Agent. In the event that Borrower fails to immediately obtain such audit or inspection, Lender or Collateral Agent or its agents may perform or obtain such audit or inspection at Borrower's sole cost and expense. Lender and Collateral Agent may, but are not obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as they deem advisable to protect their interest in the Property; and whether or not Borrower has actual knowledge of the existence of Hazardous Waste or Materials on the Property or any adjacent property (other than those disclosed in the Report and the Existing Reports) as of the date hereof, Borrower shall reimburse Lender and Collateral Agent as provided herein for the full amount of all costs and expenses incurred by Lender or Collateral Agent prior to Lender or Collateral Agent acquiring title to the Property through foreclosure or acceptance of a deed in lieu of foreclosure, in connection with such compliance activities. Neither this provision nor any provision herein or in the Mortgage or related documents shall operate to put Lender or Collateral Agent in the position of an owner of the Property prior to any acquisition of the Property by Lender or Collateral Agent. The rights granted to Lender and Collateral Agent herein and in the Mortgage or related documents are granted solely for the protection of Collateral Agent's lien and security interest covering the Property and do not grant to Lender and Collateral Agent the right to control Borrower's actions, decisions or policies regarding Hazardous Waste or Materials.

Section 7.05. *Payment of Taxes and Other Claims.* Borrower will pay or discharge, when due, (a) all taxes, assessments and governmental charges levied or imposed upon it or upon

its income or profits, upon any properties belonging to it (including, without limitation, the Collateral) or upon or against the creation, perfection or continuance of the lien created pursuant to this Agreement or the Mortgage, prior to the date on which penalties attach thereto, (b) all federal, state and local taxes required to be withheld by it, and (c) all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien or charge upon any properties of Borrower; provided, that Borrower shall not be required to pay any such tax, assessment, charge or claim whose amount, applicability or validity is diligently being contested in good faith by appropriate proceedings. Borrower will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Collateral, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Collateral.

Section 7.06. *Preservation and Maintenance of Collateral.* Borrower (a) shall, at its own expense, maintain, preserve and keep the Collateral in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Collateral in such condition, and in compliance with state and federal laws, ordinary wear and tear excepted, (b) shall maintain the Collateral in a condition suitable for certification by the manufacturer thereof (if certification is available) and in conformance with all manufacturer's recommended maintenance requirements, (c) shall not commit waste or permit impairment or deterioration of the Collateral, (d) shall not abandon the Collateral, (e) shall restore or repair promptly and in a good and workmanlike manner all or any portion of the Collateral to substantially the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (f) shall keep all improvements, fixtures, equipment, machinery and appliances on the Property, in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (g) shall generally operate and maintain the Property in a manner to ensure maximum rentals, and (h) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Collateral, the security of this Agreement or the Mortgage or the rights or powers of Lender or Collateral Agent hereunder or thereunder. Neither Borrower nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind. In the event that any portion of the Collateral become worn out, lost, destroyed, damaged beyond repair or otherwise rendered unfit for use, Borrower, at its own expense and expeditiously, will replace or cause the replacement of such portion by replacement property free and clear of all liens and encumbrances and with a value and utility at least equal to that of the property being replaced (assuming that such replaced portions were otherwise in good working order and repair). All such replacement property shall be deemed to be incorporated immediately into and to constitute an integral portion of the Collateral and, as such, shall be subject to the terms of this Agreement and the Mortgage. None of Collateral Agent, Lender or Issuer shall have any responsibility in any of these matters, or for the making of improvements or additions to the Collateral.

Borrower represents, warrants and covenants that the Property is and shall be in compliance with the Americans with Disabilities Act of 1990 and all of the regulations promulgated thereunder, as the same may be amended from time to time.

Section 7.07. Insurance. (a) Borrower shall obtain and maintain the following types of insurance upon and relating to the Collateral:

(i) "Special Form" property and fire insurance (with extended coverage endorsement including malicious mischief and vandalism) in an amount not less than the full replacement value of the Collateral (with a deductible not to exceed \$10,000), naming Collateral Agent under a lender's loss payable endorsement naming Collateral Agent as mortgagee and loss payee and including agreed amount, inflation guard, replacement cost and waiver of subrogation endorsements;

(ii) Commercial general liability insurance in an amount not less than \$2,000,000 per occurrence and on an occurrence basis, insuring against personal injury, death and property damage and naming Collateral Agent and Lender as additional insureds;

(iii) Business interruption insurance or rent loss insurance, as applicable, covering loss of rental or other income (including all expenses payable by tenants) for up to 12 months;

(iv) Flood hazard insurance with respect to the Property in amounts not less than the maximum limit of coverage then available with respect to the Property or the amount of the Property, whichever is less if the Property is located in an area designated by the Federal Emergency Management Act or is hereafter designated or identified as an area having special flood hazards by the Department of Housing and Urban Development or such other official as shall from time to time be authorized by federal or state law to make such designation pursuant to any national or state program of flood insurance; and

(v) Such other types of insurance or endorsements to existing insurance as may reasonably be required from time to time by Lender or Collateral Agent.

(b) Upon the request of Lender or Collateral Agent, Borrower shall increase the coverages under any of the insurance policies required to be maintained hereunder or otherwise modify such policies in accordance with Lender's standard commercial lending practices.

(c) All of the insurance policies required hereunder shall be issued by corporate insurers licensed to do business in the state in which the Property is located and having a Best's Rating-Financial Size Rating of A:VIII or better as determined and published by A.M. Best Company and shall be in form acceptable to Lender and Collateral Agent. Certificates of all insurance required to be maintained hereunder shall be delivered to Lender and Collateral Agent (which may include the requirement of an

Acord 28 "Evidence of Property Insurance" form as to property insurance) prior to or contemporaneously with Borrower's execution of this Agreement. All such certificates shall be in form acceptable to Lender and Collateral Agent and shall require the insurance company to give to Collateral Agent at least 30 days' prior written notice before canceling the policy for any reason or materially amending it. Certificates evidencing all renewal and substitute policies of insurance shall be delivered to Collateral Agent at least 15 days before termination of the policies being renewed or substituted. If any loss shall occur at any time during the continuance of a Default, Collateral Agent shall be entitled to the benefit of all insurance policies held or maintained by Borrower, to the same extent as if same had been made payable to Collateral Agent, and upon foreclosure under the Mortgage, Collateral Agent shall become the owner thereof. Lender and Collateral Agent shall have the right, but not the obligation, to make premium payments, at Borrower's expense, to prevent any cancellation, endorsement, alteration or reissuance of any policy of insurance maintained by Borrower, and such payments shall be accepted by the insurer to prevent same.

(d) As among Lender, Collateral Agent, Borrower and Issuer, Borrower assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance, for loss or damage to any portion of the Collateral and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Borrower or of third parties, and whether such property damage be to Borrower's property or the property of others. Whether or not covered by insurance, Borrower hereby assumes responsibility for and agrees to reimburse Lender, Collateral Agent and Issuer for and will indemnify, defend and hold Lender, Collateral Agent and Issuer harmless from and against all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lender, Collateral Agent or Issuer that in any way relate to or arise out of this Agreement, the transactions contemplated hereby and the Collateral and the Project, including but not limited to, (i) the selection, manufacture, construction, purchase, acceptance or rejection of the Collateral or the Project or the ownership of the Collateral or the Project, (ii) the delivery, lease, possession, maintenance, use, condition, return or operation of the Collateral or the Project, (iii) the condition of the Collateral or the Project sold or otherwise disposed of after possession by Borrower, (iv) any patent or copyright infringement, (v) the conduct of Borrower, its officers, employees and agents, (vi) a breach of Borrower of any of its covenants or obligations under any Borrower Document and (vii) any claim, loss, cost or expense involving alleged damage to the environment relating to the Collateral, including, but not limited to investigation, removal, cleanup and remedial costs. All amounts payable by Borrower pursuant to the immediately preceding sentence shall be paid immediately upon demand of Issuer, Lender or Collateral Agent, as the case may be. This provision shall survive the termination of this Agreement.

Section 7.08. *Preservation of Corporate Existence.* Borrower will preserve and maintain its limited liability company existence and all of its rights, privileges and franchises necessary or desirable in the normal conduct of its business; and shall conduct its business in an orderly, efficient and regular manner.

Section 7.09. *Performance by Lender and Collateral Agent.* If Borrower at any time fails to perform or observe any of the covenants or agreements contained in any Borrower Document, and if such failure shall continue for a period of 20 calendar days after Lender or Collateral Agent gives Borrower written notice thereof (or in the case of the agreements contained in Sections 7.06 and 7.07 hereof, immediately upon the occurrence of such failure, without notice or lapse of time), Lender or Collateral Agent may, but need not, perform or observe such covenant on behalf and in the name, place and stead of Borrower (or, at Lender's or Collateral Agent's option, in Lender's or Collateral Agent's name) and may, but need not, take any and all other actions which Lender or Collateral Agent may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens or encumbrances, the performance of obligations owed to account debtors or other obligors, the procurement and maintenance of insurance, the execution of assignments, security agreements and financing statements, and the endorsement of instruments); and Borrower shall thereupon pay to Lender and Collateral Agent on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender or Collateral Agent in connection with or as a result of the performance or observance of such agreements or the taking of such action by Lender or Collateral Agent, together with interest thereon from the date expended or incurred at the lesser of 15% per annum or the highest rate permitted by law. To facilitate the performance or observance by Lender and Collateral Agent of such covenants of Borrower, Borrower hereby irrevocably appoints Lender and Collateral Agent, or the delegate of Lender or Collateral Agent, acting alone, as the attorney in fact of Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file in the name and on behalf of Borrower any and all instruments, documents, assignments, security agreements, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Agreement.

ARTICLE VIII

NEGATIVE COVENANTS OF BORROWER

So long as any of the Loans and the Bonds shall remain unpaid, Borrower agrees that:

Section 8.01. *Sale of Assets.* Neither Borrower nor either Guarantor will sell, lease, assign, transfer or otherwise dispose of all or a substantial part of its assets or of any of the Collateral or the Project or any interest therein (whether in one transaction or in a series of transactions).

Section 8.02. *Consolidation and Merger.* Neither Borrower nor either Guarantor will consolidate with or merge into any person, or permit any other person to merge into it or acquire (in a transaction analogous in purpose or effect to a consolidation or merger) all or substantially all of the assets of any other person.

Section 8.03. *Accounting.* Neither Borrower nor either Guarantor will adopt, permit or consent to any material change in accounting principles other than as required by GAAP. Neither Borrower nor either Guarantor will adopt, permit or consent to any change in its fiscal year.

Section 8.04. *Modifications and Substitutions.* Borrower shall not make any material alterations, modifications or additions to, or substitutions of, the Collateral without the prior written consent of Lender; *provided, however,* that any substitutions made pursuant to Borrower's obligations to make repairs referenced under any provision of this Agreement shall not require such prior written consent. Borrower shall provide such documents or assurances as Lender may reasonably request to maintain or confirm the lien in favor of Collateral Agent on the Collateral as so altered, modified or substituted.

Section 8.05. *Use of Property.* Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Agreement was executed. Borrower shall not, without Lender's prior written consent, (a) initiate or acquiesce in a change in the zoning classification (including any variance under any existing zoning ordinance applicable to the Property), (b) permit the use of the Property to become a non-conforming use under applicable zoning ordinances, (c) file any subdivision or parcel map affecting the Property, or (d) amend, modify or consent to any easement or covenants, conditions and restrictions pertaining to the Property.

ARTICLE IX

DAMAGE AND DESTRUCTION; CONDEMNATION

Section 9.01. *Damage and Destruction.* Borrower shall provide a complete written report to Collateral Agent and Lender promptly upon any loss, theft, damage or destruction of any Collateral and of any accident involving any Collateral. With respect to any Damaged Collateral, Borrower shall as soon as practicable after such event either: (a) replace the same at Borrower's sole cost and expense with property having substantially similar specifications and of equal or greater value to the Damaged Collateral immediately prior to the time of the loss occurrence, such replacement property to be subject to Collateral Agent's and Lender's approval, whereupon such replacement property shall be substituted in this Agreement and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Damaged Collateral Amount. Borrower shall notify Collateral Agent and Lender of which course of action it will take within 15 calendar days after the loss occurrence. If, within 45 calendar days of the loss occurrence, (a) Borrower fails to notify Collateral Agent and Lender; (b) Borrower, Lender and Collateral Agent fail to execute an amendment to this Agreement and any related document to delete the Damaged Collateral and add the replacement property or (c) Borrower fails to pay the applicable Damaged Collateral Amount, then Lender may, at its sole discretion, declare the applicable Damaged Collateral Amount to be immediately due and payable, and Borrower is required to pay the same. The Net Proceeds of insurance with respect to the Damaged Collateral shall be made available by Collateral Agent to be applied to discharge Borrower's obligation under this Section. The payment of the Damaged Collateral Amount and the termination of Collateral Agent's interest in the Damaged Collateral is subject to the terms of Section 2.07 hereof. For purposes of this Section, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim after deducting all expenses (including reasonable attorneys' fees) incurred in the collection of such claim.

Section 9.02. Condemnation. If the Collateral, or any part thereof, shall be condemned for any reason, including without limitation fire or earthquake damage, or otherwise taken for public or quasi-public use under the power of eminent domain, or be transferred in lieu thereof, all damages or other amounts awarded for the taking of, or injury to, the Collateral shall be paid to Collateral Agent who shall have the right, in its sole and absolute discretion, to apply the amounts so received against (a) the costs and expenses of Collateral Agent and Lender, including attorneys' fees incurred in connection with collection of such amounts, and (b) the balance against the amounts due hereunder; *provided, however*, that if (i) no Event of Default shall have occurred and be continuing hereunder, (ii) Borrower provides evidence satisfactory to Collateral Agent and Lender of its ability to pay all amounts becoming due hereunder during the pendency of any restoration or repairs to or replacement of the Collateral, (iii) Collateral Agent determines, in its reasonable discretion, that the proceeds of such award are sufficient to restore, repair, replace and rebuild the Collateral as nearly as possible to substantially its value, condition and character immediately prior to such taking (or, if the proceeds of such award are insufficient for such purpose, if Borrower provides additional sums to Collateral Agent's satisfaction so that the aggregate of such sums and the proceeds of such award will be sufficient for such purpose), and (iv) Borrower provides evidence satisfactory to Collateral Agent that none of the tenants of the Property will terminate their lease agreements as a result of either the condemnation or taking or the repairs to or replacement of the Collateral, the proceeds of such award, together with additional sums provided by Borrower, shall be placed in a separate account for the benefit of Collateral Agent and Borrower to be used to restore, repair, replace and rebuild the Collateral as nearly as possible to its value, condition and character immediately prior to such taking. All work to be performed in connection therewith shall be pursuant to a written contract therefor, which contract shall be subject to the prior approval of Collateral Agent. To the extent that any funds remain after the Collateral has been so restored and repaired, the same shall be applied against the amounts due hereunder in such order as Collateral Agent and Lender may elect. To enforce its rights hereunder, Collateral Agent and Lender shall be entitled to participate in and control any condemnation proceedings and to be represented therein by counsel of their own choice, and Borrower will deliver, or cause to be delivered to Collateral Agent and Lender such instruments as may be requested by them from time to time to permit such participation. In the event Lender, as a result of any such judgment, decree or award, believes that the payment or performance of any of the Loans or the Bonds is impaired, Lender may declare all of the amounts due hereunder immediately due and payable.

ARTICLE X

ASSIGNMENT, SUBLEASING AND SELLING

Section 10.01. Assignment by Lender. This Agreement, and the obligations of Borrower to make payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees (who shall be purchaser of the Bonds or an interest therein) by Lender at any time subsequent to its execution, without the necessity of obtaining the consent of Issuer or Borrower; *provided, however*, that no such assignment or reassignment shall be effective unless and until (a) Issuer and Borrower shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, which notice Issuer shall maintain as evidence of the ownership and registration of the Bonds, and (b) in the event that such assignment or reassignment is made to a bank or trust company as trustee for

holders of certificates representing interests in this Agreement and the Bonds, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of the names and addresses of such holders as of any particular time is kept and agrees, upon request of Issuer or Borrower, to furnish such information to Issuer or Borrower. Upon receipt of notice of assignment, Borrower will reflect in a book-entry the assignee designated in such notice of assignment, and shall agree to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Issuer and Borrower may from time to time have against Lender or the assignee. Each Bond may be sold to one or more different assignees, but Collateral Agent shall receive all notices and take all actions hereunder on behalf of such assignees. Issuer and Borrower agree to execute all documents, including replacement bonds, notices of assignment and chattel mortgages, which may be reasonably requested by Lender or its assignee to protect their interest in the Collateral and in this Agreement.

Section 10.02. *No Sale or Assignment by Borrower.* This Agreement and the interest of Borrower in the Collateral may not be sold, assumed, assigned or encumbered by Borrower other than by the lien created hereunder and under the Mortgage and the Permitted Exceptions.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. *Events of Default.* The following constitute "Events of Default" under this Agreement:

- (a) failure by Borrower to pay to Lender, as assignee of Issuer, or Collateral Agent when due any Loan Payment or to pay any other payment required to be paid hereunder and the continuation of such failure for a period of 10 days;
- (b) failure by Borrower to maintain insurance on the Collateral in accordance with Section 7.07 hereof;
- (c) failure by Borrower to comply with the provisions of Sections 6.04, 7.01, 8.01 or 8.02 hereof;
- (d) failure by Triple-S Steel to comply with the provisions of Sections 12 through 16 of the Triple-S Steel Guaranty Agreement;
- (e) failure by any of Borrower, Issuer or either Guarantor to observe and perform any other covenant, condition or agreement contained in any Borrower Document, in any Guarantor Document or in any other document or agreement executed in connection herewith on its part to be observed or performed for a period of 30 days after written notice is given to Borrower, Issuer or either Guarantor, as the case may be, specifying such failure and directing that it be remedied; *provided, however*, that, if the failure stated in such notice cannot be corrected within such 30-day period, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is

instituted by Borrower, Issuer or either Guarantor, as the case may be, within the applicable period and diligently pursued until the default is corrected;

(f) initiation by Issuer of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of Issuer;

(g) Borrower or either Guarantor shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or Borrower or either Guarantor shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of Borrower or either Guarantor, as the case may be; or Borrower or either Guarantor shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against Borrower or either Guarantor and the same is not stayed or dismissed within ninety (90) days after the entry thereof; or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of Borrower or either Guarantor;

(h) any representation or warranty made by any of Borrower, Issuer or either Guarantor in any Borrower Document, in any Guarantor Document or in any other document executed in connection herewith was untrue in any material respect when made;

(i) an Event of Taxability shall occur;

(j) an amendment or termination relating to a filed financing statement describing any of the Collateral is improperly filed by Borrower;

(k) the occurrence of a default or an event of default under any instrument, agreement or other document evidencing, relating to or securing any indebtedness or other monetary obligation of Borrower or either Guarantor;

(l) Triple-S Steel shall repudiate, purport to revoke or fail to perform Triple-S Steel's obligations under the Triple-S Steel Guaranty Agreement;

(m) Intsel Steel shall repudiate, purport to revoke or fail to perform Intsel Steel's obligations under the Intsel Steel Guaranty Agreement;

(n) ownership of the stock or member interests of Borrower or either Guarantor changes during the period that the Loan is outstanding (Borrower hereby acknowledges that Lender has made its decision to enter into the transactions contemplated hereby based upon the management expertise of the current stockholders and members and their ownership of the stock and member interests of Borrower and Guarantors);

(o) the occurrence of a default or an event of default under any Borrower Document or Guarantor Document that is not cured within any applicable grace or cure period or, so long as a GE Capital Entity is the holder of the Bonds, the occurrence of a default or an event of default under any other agreement between or among a GE Capital Entity and any of Borrower, Triple-S Steel and Intsel Steel; or

(p) failure by Borrower to satisfy all of the conditions contained in Section 3.02 hereof by [_____, 20__].

Section 11.02. Remedies on Default. Whenever an Event of Default described in Section 11.01(f) hereof shall have occurred, the Prepayment Amount automatically shall be due and payable, whereupon the Prepayment Amount automatically shall become and be forthwith due and payable without presentment, notice of dishonor, protest or further notice of any kind, all of which are hereby expressly waived by Borrower. Whenever any Event of Default shall have occurred, Lender and/or Collateral Agent, shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps which are accorded to Lender, as assignee of Issuer, by applicable law:

(a) by notice to Issuer and Borrower, declare the Prepayment Amount to be forthwith due and payable, whereupon the Prepayment Amount shall become and be forthwith due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which are hereby expressly waived by Borrower;

(b) take possession of the Collateral wherever situated, without any court order or other process of law and without liability for entering the premises, and lease, sublease or make other disposition of the Collateral for use over a term in a commercially reasonable manner, all for the account of Collateral Agent and Lender, provided that Borrower shall remain directly liable for the deficiency, if any, between the rent or other amounts paid by a lessee or sublessee of the Collateral pursuant to such lease or sublease during the same period of time, after deducting all costs and expenses, including reasonable attorneys' fees and expenses, incurred with respect to the recovery, repair and storage of the Collateral during such period of time;

(c) take possession of the Collateral wherever situated, without any court order or other process of law and without liability for entering the Property, and sell the Collateral in a commercially reasonable manner. All proceeds from such sale shall be applied in the following manner:

FIRST, to pay all proper and reasonable costs and expenses associated with the recovery, repair, storage and sale of the Collateral, including reasonable attorneys' fees and expenses;

SECOND, to pay (i) Lender the amount of all unpaid Loan Payments or other obligations (whether direct or indirect owed by Borrower to Lender), if any, which are then due and owing, together with interest and late charges thereon, (ii) Lender the then applicable Prepayment Amount (taking into account the payment of past-due Loan Payments as aforesaid), plus a pro rata allocation of

interest, at the rate utilized to calculate the Loan Payments, from the next preceding due date of a Loan Payment until the date of payment by the buyer, and (iii) any other amounts due hereunder, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable to Lender, Collateral Agent or Issuer hereunder; and

THIRD, to pay the remainder of the sale proceeds, purchase moneys or other amounts paid by a buyer of the Collateral to Borrower;

(d) proceed by appropriate court action to enforce specific performance by Issuer or Borrower of the applicable covenants of this Agreement or to recover for the breach thereof, including the payment of all amounts due from Borrower. Borrower shall pay or repay to Lender, Collateral Agent or Issuer all costs of such action or court action, including, without limitation, reasonable attorneys' fees;

(e) exercise all rights and remedies under any Borrower Document;

(f) take whatever action at law or in equity that may appear necessary or desirable to enforce its rights with respect to the Collateral. Borrower shall pay or repay to Lender, Collateral Agent or Issuer all costs of such action or court action, including, without limitation, reasonable attorneys' fees; and

Notwithstanding any other remedy exercised hereunder, Borrower shall remain obligated to pay to Lender any unpaid portion of the Prepayment Amount.

Section 11.03. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to Lender, Collateral Agent or Issuer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lender, Collateral Agent or Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required by this Article. All remedies herein conferred upon or reserved to Lender, Collateral Agent or Issuer shall survive the termination of this Agreement.

Section 11.04. *Late Charge.* Any Loan Payment not paid by Borrower on the due date thereof shall, to the extent permissible by law, bear a late charge equal to the lesser of five cents (\$.05) per dollar of the delinquent amount or the lawful maximum, and Borrower shall be obligated to pay the same immediately upon receipt of Lender's written invoice therefor.

ARTICLE XII

MISCELLANEOUS

Section 12.01. *Costs and Expenses of Lender and Collateral Agent.* Borrower shall pay to Lender and Collateral Agent, in addition to the Loan Payments payable by Borrower hereunder, such amounts as shall be required by Lender or Collateral Agent in payment of any

reasonable costs and expenses incurred by Lender or Collateral Agent in connection with the execution, performance or enforcement of this Agreement, including but not limited to payment of all reasonable fees, costs and expenses and all administrative costs of Lender or Collateral Agent in connection with the Collateral, expenses (including, without limitation, attorneys' fees and disbursements), fees of auditors or attorneys, insurance premiums not otherwise paid hereunder and all other direct and necessary administrative costs of Lender or Collateral Agent or charges required to be paid by it in order to comply with the terms of, or to enforce its rights under, this Agreement. Such costs and expenses shall be billed to Borrower by Lender or Collateral Agent, as the case may be, from time to time, together with a statement certifying that the amount so billed has been paid by Lender or Collateral Agent for one or more of the items above described, or that such amount is then payable by Lender or Collateral Agent for such items. Amounts so billed shall be due and payable by Borrower within 30 days after receipt of the bill by Borrower.

Section 12.02. *Disclaimer of Warranties.* LENDER AND ISSUER MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE COLLATERAL, OR ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT THERETO. In no event shall Lender or Issuer be liable for any loss or damage in connection with or arising out of this Agreement, the Collateral or the existence, furnishing, functioning or Borrower's use of any item or products or services provided for in this Agreement.

Section 12.03. *Notices.* All notices, certificates, requests, demands and other communications provided for hereunder or under any Borrower Document shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, (c) sent by overnight courier of national reputation, or (d) transmitted by telecopy, in each case addressed to the party to whom notice is being given at its address as set forth above and, if telecopied, transmitted to that party at its telecopier number set forth above or, as to each party, at such other address or telecopier number as may hereafter be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given on (a) the date received if personally delivered, (b) when deposited in the mail if delivered by mail, (c) the date sent if sent by overnight courier, or (d) the date of transmission if delivered by telecopy. If notice to Borrower of any intended disposition of the Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given (in the manner specified in this Section) at least 10 calendar days prior to the date of intended disposition or other action.

Section 12.04. *Further Assurance and Corrective Instruments.* Issuer and Borrower hereby agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further acts, instruments, conveyances, transfers and assurances, as Lender or Collateral Agent reasonably deems necessary or advisable for the implementation, correction, confirmation or perfection of any Borrower Document and any rights of Lender or Collateral Agent thereunder.

Section 12.05. *Binding Effect; Time of the Essence.* This Agreement shall inure to the benefit of and shall be binding upon Lender, Collateral Agent, Issuer, Borrower and their respective successors and assigns. Time is of the essence.

Section 12.06. *Severability.* In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.07. *Amendments.* To the extent permitted by law, the terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Borrower and Lender agree to amend Exhibit G to this Agreement to more specifically identify the Equipment at such time as such identification is possible. Such amendment shall be effected by written instrument signed by Borrower and Lender. Issuer's consent to the amendment referred to in this paragraph shall not be required. Such amendment may take the form of a Payment Request Form in the form attached to the Escrow Agreement as Exhibit A-3 executed by Borrower and Lender.

Section 12.08. *Execution in Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart, provided that only the original marked "Original: 1 of 4" on the execution page thereof shall constitute chattel paper under the UCC. A purchase of this chattel paper from Issuer would violate the rights of Lender.

Section 12.09. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 12.10. *Captions.* The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 12.11. *Entire Agreement.* The Borrower Documents and all exhibits thereto constitute the entire agreement among Lender, Collateral Agent, Issuer, Borrower and Escrow Agent. There are no understandings, agreements, representations or warranties, express or implied, not specified herein or in such documents regarding this Agreement or the Project financed hereby.

Section 12.12. *Usury.* It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary in this Agreement, in no event shall this Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum permitted by applicable law.

Section 12.13. *Bound Transcripts.* Within 45 days of the day of closing, Borrower shall cause to be prepared and furnished, at Borrower's expense, to Lender and its counsel, bound transcripts containing the Borrower Documents and all other documents related thereto.

Section 12.14. *Limitations of Liability.* In no event, whether as a result of breach of contract, warranty, tort (including negligence or strict liability), indemnity or otherwise, shall Lender, its assignees, if any, Collateral Agent or Issuer be liable for any special, consequential, incidental, punitive or penal damages, including, but not limited to, loss of profit or revenue, loss of use of the Collateral, service materials or software, damage to associated equipment, service materials or software, cost of capital, cost of substitute property, service materials or software, facilities, services or replacement power or downtime costs.

Section 12.15. *Issuer Not Liable.* Notwithstanding any other provision of this Agreement, neither Issuer nor any official, officer, agent, servant, or employee of Issuer shall be liable to Borrower, Lender, Collateral Agent or any other person for (a) any action taken by Issuer or by any official, officer, agent, servant, or employee of Issuer under this Agreement (except for its gross negligence or willful misconduct), or (b) any failure of Issuer or any official, officer, agent, servant, or employee of Issuer to take action under this Agreement (except due to its gross negligence or willful misconduct). In acting under this Agreement, or in refraining from acting under this Agreement, Issuer may conclusively rely on the advice of its counsel.

Section 12.16. *Pledge of State.* Pursuant to Section 11-17-13, Utah Code Annotated 1953, as amended, Issuer includes herein the pledge and undertaking of the State that the State will not alter, impair, or limit the rights vested hereunder or in the Bonds, this Agreement, or any of the documents contemplated hereby until the Bonds, together with all interest thereon, have been fully paid and discharged and all obligations of Issuer thereunder and under this Agreement are fully performed.

Section 12.17. *Waiver of Jury Trial.* LENDER, COLLATERAL AGENT, ISSUER (TO THE EXTENT PERMITTED BY LAW) AND BORROWER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS AMONG LENDER, COLLATERAL AGENT, ISSUER OR BORROWER RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED AMONG LENDER, COLLATERAL AGENT, ISSUER AND BORROWER. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in their respective corporate names by their duly authorized officers, all as of the date first written above.

Lender and Collateral Agent:

GE GOVERNMENT FINANCE, INC., for itself
and as Collateral Agent

By: _____

Title: Vice President

Issuer:

SALT LAKE CITY CORPORATION

By: _____

Title: _____

Countersigned and Attested:

By: _____

Title: _____

Borrower:

INTSEL WEST PROPERTIES, LLC

By: _____

Title: _____

ORIGINAL: ____ of 4

[EXECUTION PAGE OF LOAN AGREEMENT]

ANY RELATED TRANSACTIONS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 12.18. Representations Regarding Ethical Standards for Officers and Employees of Issuer and Former Officers and Employees of Issuer. Lender, Collateral Agent and Borrower each represents, for itself, that it has not: (1) provided an illegal gift or payoff to an officer or employee of Issuer or former officer or employee of Issuer, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Issuer's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an officer or employee of Issuer or former officer or employee of Issuer to breach any of the ethical standards set forth in Issuer's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS.]

Exhibit A-1 to Loan Agreement

SCHEDULE OF LOAN PAYMENTS FOR SERIES 2008A LOAN

Interest Rate: 5.06%

<i>PMT.</i>	<i>PAYMENT</i>	<i>LOAN</i>	<i>PRINCIPAL</i>	<i>INTEREST</i>	<i>PREPAYMENT</i>
<i>NO.</i>	<i>DATE</i>	<i>PAYMENT</i>	<i>COMPONENT</i>	<i>COMPONENT</i>	<i>AMOUNT*</i>

[TO BE PROVIDED]

*After payment of Loan Payment due opposite Prepayment Amount.

Exhibit A-2 to Loan Agreement

SCHEDULE OF LOAN PAYMENTS FOR SERIES 2008B LOAN

Interest Rate: 6.50%

<i>PMT. NO.</i>	<i>PAYMENT DATE</i>	<i>LOAN PAYMENT</i>	<i>PRINCIPAL COMPONENT</i>	<i>INTEREST COMPONENT</i>	<i>PREPAYMENT AMOUNT*</i>
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[TO BE PROVIDED]

*After payment of Loan Payment due opposite Prepayment Amount.

Exhibit A-3 to Loan Agreement

SCHEDULE OF LOAN PAYMENTS FOR SERIES 2008C LOAN

Interest Rate: 6.50%

<i>PMT. NO.</i>	<i>PAYMENT DATE</i>	<i>LOAN PAYMENT</i>	<i>PRINCIPAL COMPONENT</i>	<i>INTEREST COMPONENT</i>	<i>PREPAYMENT AMOUNT*</i>
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[TO BE PROVIDED]

*After payment of Loan Payment due opposite Prepayment Amount.

Exhibit B to Loan Agreement

FORM OF OPINION OF COUNSEL TO BORROWER AND GUARANTORS

April __, 2008

Salt Lake City Corporation
451 South State Street
P.O. Box 145462
Salt Lake City, UT 84114-5462

Intsel West Properties, LLC
Intsel Steel West, LLC
Triple-S Steel Holdings Inc.
6000 Jensen Drive
Houston, TX 77026

GE Government Finance, Inc., for
itself and as collateral agent
Suite 470
8400 Normandale Lake Boulevard
Minneapolis, MN 55437

\$6,000,000

Salt Lake City Corporation
Tax-Exempt Industrial Development Revenue Bond
(Intsel West Properties, LLC Project), Series 2008A

\$400,000

Salt Lake City Corporation
Taxable Industrial Development Revenue Bond
(Intsel West Properties, LLC Project), Series 2008B

\$1,100,000

Salt Lake City Corporation
Taxable Industrial Development Revenue Bond
(Intsel West Properties, LLC Project), Series 2008C

Ladies and Gentlemen:

We have acted as counsel to (i) Intsel West Properties, LLC ("Borrower") with respect to the issuance and delivery of the Bonds described above (the "Bonds") and with respect to the Loan Agreement dated as of April 1, 2008 (the "Loan Agreement") among GE Government Finance, Inc., as lender ("Lender") and as collateral agent ("Collateral Agent"), Salt Lake City Corporation, also known as Salt Lake City, Utah ("Issuer") and Borrower and the other Borrower Documents (as defined in the Loan Agreement) and various related matters, (ii) Triple-S Steel Holdings Inc. ("Triple-S Steel"), with respect to the Corporate Guaranty and Negative Pledge

Agreement dated as of April 1, 2008 (the "Triple-S Steel Guaranty Agreement") by Triple-S Steel for the benefit of Lender, the Environmental Indemnity Agreement Regarding Hazardous Substances dated as of April 1, 2008 (the "Environmental Indemnity," and together with the Triple-S Steel Guaranty Agreement, the "Triple-S Steel Documents") by Borrower, Triple-S Steel and Intsel Steel West, LLC ("Intsel Steel") for the benefit of Lender and Collateral Agent and various related matters, and (iii) Intsel Steel with respect to the Corporate Guaranty Agreement dated as of April 1, 2008 (the "Intsel Steel Guaranty Agreement," and together with the Environmental Indemnity, the "Intsel Steel Documents") by Intsel Steel for the benefit of Lender, the Environmental Indemnity Agreement and various related matters and, in this capacity, have reviewed a duplicate original or certified copy of each of the Borrower Document, the Triple-S Steel Documents and the Intsel Steel Documents. Based upon the examination of these and such other documents as we deem relevant, it is our opinion that:

1. Borrower and Intsel Steel have been duly organized and are validly existing as a limited liability companies in good standing under the laws of the State of Delaware with full power and authority to own their properties and conduct their business.

2. Triple-S Steel has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Texas with full power and authority to own its properties and conduct its business.

3. Borrower and Intsel Steel are in good standing and are duly licensed to transact business in the State of Utah.

4. Borrower, Intsel Steel and Triple-S Steel have full power and authority to execute and deliver the Borrower Documents, the Intsel Steel Documents and the Triple-S Steel Documents, as the case may be, and to carry out the terms thereof. The Borrower Documents, the Intsel Steel Documents and the Triple-S Steel Documents have been duly and validly authorized, executed and delivered, are in full force and effect and are the legal, valid and binding contracts of Borrower, Intsel Steel and Triple-S Steel enforceable in accordance with their respective terms (including against claims of usury), except to the extent limited by state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application relating to or affecting the enforcement of creditors' rights.

5. No consent, authorization, approval or other action by, and no notice to, or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by Borrower of the Borrower Documents, Intsel Steel of the Intsel Steel Documents or Triple-S Steel of the Triple-S Steel Documents, except for such action which has been duly obtained or taken and is in full force and effect.

6. The consummation of the transactions contemplated by the Borrower Documents and the carrying out of the terms thereof will not result in violation of any provisions of the articles of organization or operating agreement of Borrower or result in the violation of any provision of, or in a default under, any indenture, mortgage, deed of

trust, indebtedness, agreement, judgment, decree, order, statute, rule or regulation to which Borrower is a party or by which it or its property is bound.

7. The consummation of the transactions contemplated by the Intsel Steel Documents and the carrying out of the terms thereof will not result in violation of any provisions of the articles of organization or operating agreement of Intsel Steel or result in the violation of any provision of, or in a default under, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule or regulation to which Intsel Steel is a party or by which it or its property is bound.

8. The consummation of the transactions contemplated by the Triple-S Steel Documents and the carrying out of the terms thereof will not result in violation of any provisions of the articles of incorporation or bylaws of Triple-S Steel or result in the violation of any provision of, or in a default under, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule or regulation to which Triple-S Steel is a party or by which it or its property is bound.

9. There are no legal or governmental actions, suits, proceedings, inquiries or investigations pending, threatened or contemplated, or any basis therefor, to which Borrower, Intsel Steel or Triple-S Steel is or may become a party or of which any property of Borrower, Intsel Steel or Triple-S Steel is or may become subject, other than ordinary routine litigation incident to the kind of business conducted by Borrower, Intsel Steel or Triple-S Steel which, if determined adversely to Borrower, Intsel Steel or Triple-S Steel, would not, individually or in the aggregate, have a material adverse effect on the financial position or results of operations of Borrower, Intsel Steel or Triple-S Steel.

10. There are no legal or governmental proceedings pending, threatened or contemplated, or any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the validity of or security for the Bonds, the Borrower Documents, the Intsel Steel Documents, the Triple-S Steel Documents or the transactions contemplated thereby.

11. Borrower has taken all steps legally required as a condition precedent to the execution and delivery of the Loan Agreement and to permit the commencement of the Project (as defined in the Loan Agreement). Borrower has made all submissions to governmental authorities and has obtained, and there are currently in full force and effect, all consents, approvals, authorizations, accreditations, licenses, permits and orders of any governmental or regulatory authority that are required to be obtained by Borrower to enable the Project to be completed in accordance with the plans and specifications therefor.

12. The provisions of the Loan Agreement and the Mortgage (as defined in the Loan Agreement) are effective to create a security interest in favor of Collateral Agent, for itself and for the benefit of Lender in all of Borrower's right, title and interest in and to the Collateral (as defined in the Loan Agreement). Such security interest has been properly perfected and is subject to no liens or encumbrances.

13. The Mortgage is in proper form for execution and recording in the real property records of Salt Lake County, Utah and when so recorded will be effective to create in favor of Collateral Agent a valid and enforceable lien and mortgage on the real property described therein. The Mortgage contains the remedies which are customarily granted to commercial lenders in loan transactions secured by real property located in the State of Utah.

This opinion may be relied upon by the addressees hereto and any permitted assignee of the Loan Agreement and the Bonds.

Very truly yours,

Exhibit C to Loan Agreement

FORM OF OPINION OF COUNSEL TO ISSUER

April __, 2008

Salt Lake City Corporation
451 South State Street
P.O. Box 145462
Salt Lake City, UT 84114-5462

Intsel West Properties, LLC
6000 Jensen Drive
Houston, TX 77026

GE Government Finance, Inc., for
itself and as collateral agent
Suite 470
8400 Normandale Lake Boulevard
Minneapolis, MN 55437

\$6,000,000

Salt Lake City Corporation
Tax-Exempt Industrial Development Revenue Bond
(Intsel West Properties, LLC Project), Series 2008A

\$400,000

Salt Lake City Corporation
Taxable Industrial Development Revenue Bond
(Intsel West Properties, LLC Project), Series 2008B

\$1,100,000

Salt Lake City Corporation
Taxable Industrial Development Revenue Bond
(Intsel West Properties, LLC Project), Series 2008C

Ladies and Gentlemen:

We have acted as counsel to Salt Lake City Corporation, also known as Salt Lake City, Utah ("Issuer") in connection with the issuance and sale of the bonds described above (the "Bonds") and with respect to the Loan Agreement dated as of April 1, 2008 (the "Loan Agreement") among GE Government Finance, Inc., as lender ("Lender") and as collateral agent ("Collateral Agent"), Issuer, and Intsel West Properties, LLC ("Borrower"), the Escrow Agreement of even date therewith (the "Escrow Agreement") among Lender, Collateral Agent, Issuer, Borrower, and [____], as escrow agent, the Tax Matters Certificate of even date therewith (the "Tax Matters Certificate"; the Loan Agreement, the Escrow Agreement,

and the Tax Matters Certificate may be referred to herein collectively as the "Agreements"), and various related matters and, in this capacity, have reviewed a duplicate original or certified copy of the Agreements. Based upon the examination of these and such other documents as we deem relevant, it is our opinion that:

1. Issuer is a political subdivision of the State of Utah (the "State"), duly organized, existing, and operating under the Constitution and laws of the State.

2. Issuer is authorized and has power under applicable law to enter into the Agreements, to issue the Bonds, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The issuance of the Bonds has been duly and validly authorized, all conditions precedent to the issuance of the Bonds have been fulfilled and the Bonds have been issued in accordance with the laws of the State.

4. The Agreements have been duly authorized, approved, executed and delivered by and on behalf of Issuer and are legal, valid, and binding contracts of Issuer enforceable in accordance with their terms, except to the extent limited by state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application relating to or affecting the enforcement of creditors' rights.

5. The issuance of the Bonds and the authorization, approval, and execution of the Agreements and all other proceedings of Issuer relating to the transactions contemplated thereby have been performed in accordance with all open meeting, public bidding, and other laws, rules, and regulations of the State.

6. To our knowledge, after due inquiry, no litigation in the State or in federal courts has been served on Issuer that challenges the organization or existence of Issuer; the authority of Issuer or its officers or its employees to issue the Bonds or to enter into the Agreements; the proper authorization, approval, and execution of the Bonds, the Agreements, and the other documents contemplated thereby; or the ability of Issuer otherwise to perform its obligations under the Bonds, the Agreements, and the transactions contemplated thereby.

This opinion may be relied upon the addressees hereto and any permitted assignee of the Bonds and the Loan Agreement.

Very truly yours,

Exhibit D to Loan Agreement

FORM OF OPINION OF BOND COUNSEL

April __, 2008

GE Government Finance, Inc., for
itself and as collateral agent
Suite 470
8400 Normandale Lake Boulevard
Minneapolis, MN 55437

\$6,000,000
Salt Lake City Corporation
Tax-Exempt Industrial Development Revenue Bond
(Intsel West Properties, LLC Project), Series 2008A

Ladies and Gentlemen:

We have acted as special counsel to GE Government Finance, Inc., as lender ("Lender") and as collateral agent ("Collateral Agent"), in connection with the issuance and delivery of the bond described above (the "Bond") and in connection with the Loan Agreement dated as of April 1, 2008 (the "Loan Agreement") among Lender, Collateral Agent, Salt Lake City Corporation, also known as Salt Lake City, Utah ("Issuer") and Intsel West Properties, LLC ("Borrower"), the Escrow Agreement of even date therewith (the "Escrow Agreement") among Lender, Collateral Agent, Issuer, Borrower and [____], as escrow agent, and the Tax Matters Certificate of even date therewith (the "Tax Matters Certificate"); the Loan Agreement, the Escrow Agreement and the Tax Matters Certificate may be referred to herein collectively as the "Agreements"). In such capacity, we have examined a certified copy of a resolution adopted by Issuer (the "Resolution") authorizing the execution and delivery of the Agreements and the issuance and delivery of the Bond.

Based upon an examination of the aforementioned documents and such other documents and opinions as we have deemed relevant and necessary as a basis for the opinions set forth herein, and in reliance thereon, it is our opinion as bond counsel that assuming compliance with certain covenants contained in the Agreements, under the statutes, regulations, rulings and judicial decisions existing on the date of the original delivery of the Bond, the interest on the Bond, being that portion of the payments that is paid by Issuer to Lender and which is designated as and comprising interest, as provided in the Loan Agreement and the Bond, is not includable in gross income for purposes of federal income taxation; however such interest portion is a specific preference item for purposes of the alternative minimum tax provisions imposed on individuals and corporations set forth in the Internal Revenue Code of 1986, as amended.

This opinion may be relied upon the addressee hereto and any permitted assignee of the Bond and the Loan Agreement.

Exhibit E-1 to Loan Agreement

FORM OF SERIES 2008A BOND

\$6,000,000

Salt Lake City Corporation
Tax-Exempt Industrial Development Revenue Bond
(Intsel West Properties, LLC Project), Series 2008A

No.: R-1 \$6,000,000

Maturity Date

[_____, ____]

Interest Rate

5.06%

SALT LAKE CITY CORPORATION, a body politic and corporate duly created and validly existing under the laws of the State of Utah ("Issuer"), for value received, hereby promises to pay GE Government Finance, Inc., 8400 Normandale Lake Boulevard, Suite 470, Minneapolis, Minnesota 55437, or to registered assigns, but solely from the Loan Payments hereinafter described, the principal sum of

SIX MILLION DOLLARS

in any coin or currency of the United States of America which on the date of payment thereof is the legal tender for the payment of public and private debts, and to pay, solely from such Loan Payments, in like coin and currency, interest on the principal sum from the date hereof, such interest to be at the rates, and all such payments of interest, principal or interest and principal to be payable at the time and place, in the amounts and in accordance with the terms set forth in that certain Loan Agreement dated as of April 1, 2008 (the "Loan Agreement") among Issuer, GE Government Finance, Inc., as lender and as collateral agent, and Intsel West Properties, LLC ("Borrower"). All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

This Bond is payable as to principal, interest and prepayment premium, if any, solely from Loan Payments to be made by Borrower and is secured by, among other things, a lien on the Collateral.

This Bond shall not represent or constitute a debt or pledge of the faith and credit of Issuer, and this Bond is payable solely from the revenues pledged therefor pursuant to the Loan Agreement, and no moneys of Issuer raised by taxation or otherwise shall be obligated or pledged for the payment of Loan Payments or any other amounts due under this Bond.

This Bond is a special limited obligation of Issuer and does not and shall not represent or constitute or give rise to a general obligation or liability of Issuer or a charge against the general credit or taxing power of Issuer, the State of Utah or any political subdivision thereof. The debt

service payments on the Bond will be payable solely from the revenues pledged and assigned to secure payment thereof by the Loan Agreement.

This Bond is subject to prepayment upon the terms and conditions set forth in the Loan Agreement.

This Bond is issued pursuant to the Utah Industrial Facilities and Development Act Title 11, Chapter 17 Utah Code Annotated 1953, as amended (the "Act").

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Constitution and laws of the State of Utah applicable thereto (including the Act) and that the issuance of this Bond is in full compliance with all Constitutional and statutory limitations, provisions and restrictions.

IN WITNESS WHEREOF, SALT LAKE CITY CORPORATION has issued this Bond and has caused the same to be signed by the signature of its authorized representative this ___ day of April, 2008.

SALT LAKE CITY CORPORATION

By _____
Its _____

Countersigned and Attested:

By: _____
Title: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____ (the
"Transferor") hereby sells, assigns and transfers unto _____ (the
"Transferee")

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF TRANSFEREE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ as attorney to register the transfer of the within Bond on the books kept for
registration of transfer thereof, with full power of substitution in the premises.

Date:

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP) or New York Stock Exchange Medallion Signature Program.

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

Exhibit E-2 to Loan Agreement

FORM OF SERIES 2008B BOND

\$400,000

**Salt Lake City Corporation
Taxable Industrial Development Revenue Bond
(Intsel West Properties, LLC Project), Series 2008B**

No.: R-1 \$400,000

Maturity Date

[_____, ____]

Interest Rate

5.90%

SALT LAKE CITY CORPORATION, a body politic and corporate duly created and validly existing under the laws of the State of Utah ("Issuer"), for value received, hereby promises to pay GE Government Finance, Inc., 8400 Normandale Lake Boulevard, Suite 470, Minneapolis, Minnesota 55437, or to registered assigns, but solely from the Loan Payments hereinafter described, the principal sum of

FOUR HUNDRED THOUSAND DOLLARS

in any coin or currency of the United States of America which on the date of payment thereof is the legal tender for the payment of public and private debts, and to pay, solely from such Loan Payments, in like coin and currency, interest on the principal sum from the date hereof, such interest to be at the rates, and all such payments of interest, principal or interest and principal to be payable at the time and place, in the amounts and in accordance with the terms set forth in that certain Loan Agreement dated as of April 1, 2008 (the "Loan Agreement") among Issuer, GE Government Finance, Inc., as lender and as collateral agent, and Intsel West Properties, LLC ("Borrower"). All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

This Bond is payable as to principal, interest and prepayment premium, if any, solely from Loan Payments to be made by Borrower and is secured by, among other things, a lien on the Collateral.

This Bond shall not represent or constitute a debt or pledge of the faith and credit of Issuer, and this Bond is payable solely from the revenues pledged therefor pursuant to the Loan Agreement, and no moneys of Issuer raised by taxation or otherwise shall be obligated or pledged for the payment of Loan Payments or any other amounts due under this Bond.

This Bond is a special limited obligation of Issuer and does not and shall not represent or constitute or give rise to a general obligation or liability of Issuer or a charge against the general credit or taxing power of Issuer, the State of Utah or any political subdivision thereof. The debt service payments on the Bond will be payable solely from the revenues pledged and assigned to secure payment thereof by the Loan Agreement.

This Bond is subject to prepayment upon the terms and conditions set forth in the Loan Agreement.

This Bond is issued pursuant to the Utah Industrial Facilities and Development Act Title 11, Chapter 17 Utah Code Annotated 1953, as amended (the "Act").

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Constitution and laws of the State of Utah applicable thereto (including the Act) and that the issuance of this Bond is in full compliance with all Constitutional and statutory limitations, provisions and restrictions.

IN WITNESS WHEREOF, SALT LAKE CITY CORPORATION has issued this Bond and has caused the same to be signed by the signature of its authorized representative this __ day of April, 2008.

SALT LAKE CITY CORPORATION

By _____
Its _____

Countersigned and Attested:

By: _____
Title: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____ (the
"Transferor") hereby sells, assigns and transfers unto _____ (the
"Transferee")

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF TRANSFEREE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ as attorney to register the transfer of the within Bond on the books kept for
registration of transfer thereof, with full power of substitution in the premises.

Date:

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP) or New York Stock Exchange Medallion Signature Program.

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

FORM OF SERIES 2008C BOND

\$1,100,000
Salt Lake City Corporation
Taxable Industrial Development Revenue Bond
(Intsel West Properties, LLC Project), Series 2008C

No.: R-1 \$1,100,000

Maturity Date

[_____, ____]

Interest Rate

5.90%

SALT LAKE CITY CORPORATION, a body politic and corporate duly created and validly existing under the laws of the State of Utah ("Issuer"), for value received, hereby promises to pay GE Government Finance, Inc., 8400 Normandale Lake Boulevard, Suite 470, Minneapolis, Minnesota 55437, or to registered assigns, but solely from the Loan Payments hereinafter described, the principal sum of

ONE MILLION ONE HUNDRED THOUSAND DOLLARS

in any coin or currency of the United States of America which on the date of payment thereof is the legal tender for the payment of public and private debts, and to pay, solely from such Loan Payments, in like coin and currency, interest on the principal sum from the date hereof, such interest to be at the rates, and all such payments of interest, principal or interest and principal to be payable at the time and place, in the amounts and in accordance with the terms set forth in that certain Loan Agreement dated as of April 1, 2008 (the "Loan Agreement") among Issuer, GE Government Finance, Inc., as lender and as collateral agent, and Intsel West Properties, LLC ("Borrower"). All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

This Bond is payable as to principal, interest and prepayment premium, if any, solely from Loan Payments to be made by Borrower and is secured by, among other things, a lien on the Collateral.

This Bond shall not represent or constitute a debt or pledge of the faith and credit of Issuer, and this Bond is payable solely from the revenues pledged therefor pursuant to the Loan Agreement, and no moneys of Issuer raised by taxation or otherwise shall be obligated or pledged for the payment of Loan Payments or any other amounts due under this Bond.

This Bond is a special limited obligation of Issuer and does not and shall not represent or constitute or give rise to a general obligation or liability of Issuer or a charge against the general credit or taxing power of Issuer, the State of Utah or any political subdivision thereof. The debt service payments on the Bond will be payable solely from the revenues pledged and assigned to secure payment thereof by the Loan Agreement.

This Bond is subject to prepayment upon the terms and conditions set forth in the Loan Agreement.

This Bond is issued pursuant to the Utah Industrial Facilities and Development Act Title 11, Chapter 17 Utah Code Annotated 1953, as amended (the "Act").

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Constitution and laws of the State of Utah applicable thereto (including the Act) and that the issuance of this Bond is in full compliance with all Constitutional and statutory limitations, provisions and restrictions.

IN WITNESS WHEREOF, SALT LAKE CITY CORPORATION has issued this Bond and has caused the same to be signed by the signature of its authorized representative this __ day of April, 2008.

SALT LAKE CITY CORPORATION

By _____
Its _____

Countersigned and Attested:

By: _____
Title: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____ (the
"Transferor") hereby sells, assigns and transfers unto _____ (the
"Transferee")

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF TRANSFEREE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ as attorney to register the transfer of the within Bond on the books kept for
registration of transfer thereof, with full power of substitution in the premises.

Date:

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP) or New York Stock Exchange Medallion Signature Program.

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

Exhibit F to Loan Agreement

SCHEDULE OF PROJECT COSTS

[TO BE PROVIDED]

Exhibit G to Loan Agreement

SCHEDULE OF EQUIPMENT

[TO BE PROVIDED]