

National Material Corp
1965 Pratts Blvd
Elk Grove Village IL
60007

097245

THE PENN CENTRAL CORPORATION
CERTIFICATE OF AUTHORITY

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD

APR 25 9 07 AM '90
ROBERT M. REPPENHAGEN

I, Raymond F. Glenn, the Assistant Secretary of The Penn Central Corporation, HEREBY CERTIFY as follows:

(1) The sale by The Penn Central Corporation (Corporation) of the following described real estate:

A 20 foot wide easement for sidetrack purposes over and across a 0.10 of an acre parcel of land, situate in the City of East Chicago, Lake County, Indiana

to National Material Corporation, an Illinois corporation, for a consideration of \$10,000.00 has been duly authorized on behalf of the Corporation.

(2) Joseph J. Supon is Director - Real Estate of this Corporation, and as such officer is authorized to execute on behalf of the Corporation original agreements, contracts, deeds, leases, licenses, or other documents necessary or desirable to effectuate the foregoing sale.

(3) The authorizations described in the foregoing paragraphs (1) and (2) are in full force and effect.

WITNESS my hand and the corporate seal of said THE PENN CENTRAL CORPORATION, at Philadelphia, Pa. this 20th day of November 1987.

FILED

APR 25 1990

Raymond F. Glenn

Allen P. ...
AGENT FOR LAKE CO.

001557

13.00

THIS GRANT made the 20th day of November Nineteen
Hundred and Eighty-seven (1987);

BETWEEN THE PENN CENTRAL CORPORATION, a corporation of
the Commonwealth of Pennsylvania, having an office at 1700 Market
Street, Philadelphia, Pennsylvania 19103 (hereinafter called
"Grantor"), and NATIONAL MATERIAL CORPORATION, an Illinois corpo-
ration, having an address of 1965 Pratt Boulevard, Elk Grove
Village, Illinois 60007 (hereinafter called "Grantee");

WITNESSETH that the said Grantor for and in consideration
of the sum of TEN THOUSAND DOLLARS (\$10,000.00), paid by the
said Grantee, the receipt of which is hereby acknowledged, does
hereby grant unto said Grantee, its successors and assigns,
insofar as its title permits, but without covenants and warranties
of any kind, the permanent right and easement to construct and
thereafter maintain a railroad siding and for no other purposes
(hereinafter called "FACILITIES") over and upon the premises
described in Schedule "A", attached hereto and made a part hereof,
together with the right and privilege to thereafter use, inspect,
repair, renew and remove said FACILITIES under and subject to
the covenants, conditions and obligations hereinafter provided.

SCHEDULE "A"

ALL THAT CERTAIN STRIP OR PARCEL of land, 50 feet wide, situate in the City of East Chicago, Township of North, County of Lake and State of Indiana; being part of the Northwest Quarter of the Southeast Quarter of Section 27, Township 37 North, Range 9 West of the Second Principal Meridian, bounded and described according to a plan of survey made by Rowland A. Fabian, Registered Land Surveyor No. 6538, dated October 19, 1987, as follows; VIZ:

BEGINNING at a point on the North line of a 75 foot wide strip of land owned by The Penn Central Corporation that is parallel to and contiguous to a 75 foot wide strip of land owned by the Baltimore and Ohio Chicago Terminal Railroad Company, now the Chessie System, said point of beginning being 2069.8 feet West of the East line of said Section 27, measured on the North line of said North 75 feet owned by The Penn Central Corporation, which point is 10 feet Northeast of the centerline of a sidetrack; thence Southeast on a straight line that makes an interior angle of 17 degrees 50 minutes 53 seconds measured East to Southeast with aforesaid North 75 foot property line for a distance of 84.2 feet to a point of curve; thence continuing Southeast on said curved line of 400.28 foot radius, convex to the Southwest, whose chord length is 97.56 feet, for an arc length of 97.80 feet to a point of tangent; thence East Southeast on said tangent 91.6 feet, more or less, to a line that is parallel to and 57 feet South of the North line of said 75 foot ownership of The Penn Central Corporation; thence West on said 57 foot parallel line 163.2 feet; thence Northwest on a straight line that makes an exterior angle of 17 degrees 50 minutes 53 seconds measured West to Northwest with aforesaid 163.2 foot line for a distance of 98.2 feet to a point of curve; thence Northwesterly on said curved line of 478.17 foot radius, convex to the Northeast, whose chord length is 101.2 feet, for an arc length of 101.39 feet, more or less, to the North line of said 75 foot wide strip of land; thence East on said North line for a distance of 91.6 feet to the point of beginning.

CONTAINING 4731.9 square feet, more or less.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED that this easement is solely for the purpose of constructing a railroad siding on the premises and permits absolutely no use of the premises.

SUBJECT to easements the Grantor herein has granted for railroad purposes and an access roadway to The Baltimore and Ohio Chicago Terminal Company by Indenture dated October 14, 1982, and an easement for power transmission line purposes with supports granted to Northern Indiana Public Service Company by Indenture dated December 19, 1984.

EXCEPTING AND RESERVING, however, to Grantor all existing wire and pipe or duct line and crossing agreements, occupancies and licenses between Grantor and other parties, of record or not of record, that in any way encumber the easement granted herein, together with the right to convert said agreements, occupancies and licenses into permanent easements at any time, and to convey such easements to the occupants without securing approval of the Grantee herein. Grantor specifically reserves and retains all rentals, fees and considerations resulting from such agreements, occupancies, licenses and easement conversions.

IT IS UNDERSTOOD AND AGREED Grantee is aware there are numerous occupations located beneath and above this easement area, and Grantee will, prior to entering upon the easement parcel for construction of the railroad siding, contact all such occupants and arrange, at its sole cost and expense, to undertake such protective measures as each occupant may require for protection of its facilities. Grantee hereby indemnifies, protects and holds Grantor harmless for any damages, costs, losses, detriments, suits, claims and/or expenses resulting from loss of life or damages that Grantor may suffer should any existing occupant sue Grantor as a result of this easement conveyance.

By the execution and delivery of this instrument Grantee accepts the following specific covenants, conditions and obligations pertinent to the easement parcel described in Schedule "A":

1. Grantee agrees it will bear all cost and expense in connection with the construction, maintenance, repair, alteration, renewal and removal of said FACILITIES, and it will replace all ditches, water courses, tile drains and sewers interfered with in the construction, maintenance, repair, alteration, renewal and removal of FACILITIES.

2. Grantee agrees it will confine all construction, maintenance, repair and renewal work entirely to the limits of the permanent easement area conveyed.

3. Grantee agrees it will protect, at its sole cost and expense, all wire and pipe occupations excepted and reserved by Grantor during construction, maintenance, repair, alteration, renewal and removal of said FACILITIES.

4. Grantee agrees it will at all times be obligated to promptly and properly maintain, repair, and renew said FACILITIES and shall, upon notice in writing from Grantor, The Baltimore and Ohio Chicago Terminal Railroad Company, or any other authorized railroad operator of the adjacent railroad right of way requiring it so to do, promptly make such FACILITY repairs and renewals as may be requested.

5. Grantee agrees it will comply with all Federal, State and local laws and ordinances, and assume all cost, expense and responsibility in connection therewith without any liability whatsoever on the part of the Grantor, The Baltimore and Ohio Chicago Terminal Railroad Company, or any other authorized railroad operator of the adjacent railroad right of way.

6. Grantee agrees it will construct the FACILITIES as hereinbefore provided within two years from the date of this Grant, and if not constructed within said period of time, all right, title and interest of Grantee hereunder shall cease and terminate, and this Grant shall thereupon become null and void.

7. Grantee agrees it will at all times indemnify, protect and save harmless Grantor from and against any and all damages, costs, losses, detriments, suits, claims, demands and/or expense resulting from any and all losses of life or damage or injury to persons or property occasioned by any act or omission in the construction, maintenance, alteration, repair, renewal, use, operation and removal of Grantee's FACILITIES which Grantor may directly or indirectly suffer or be subject to, whether such damages, costs, losses, detriments, suits, claims, demands and/or expenses, be suffered or sustained by other persons, contractors, corporations, etc., including Grantee, its employees and agents, who may seek to hold Grantor liable therefore.

8. Grantee agrees if and when the FACILITIES covered hereby are removed or abandoned, and abandonment shall be determined to be cessation of use for a minimum period twelve (12) consecutive months, all right, title and interest of Grantee, its successors and assigns, hereunder shall cease and terminate, and this Grant shall thereupon become null and void, without any liability on the part of either party to the other party except as to liability accrued prior thereto; whereupon Grantee shall (a) remove its FACILITIES from the former easement area and restore the property of Grantor to a condition satisfactory to Grantor; and (b) deliver to Grantor a full and complete release of this Grant of Easement in recordable form. If Grantee fails, neglects or refuses to remove its FACILITIES and level off and restore the surface of the land to the satisfaction of Grantor and deliver the required release within thirty (30) days after requested so to do by Grantor, Grantor shall have the following rights, which are hereby expressly given to viz: to remove the FACILITIES and to make the aforesaid restoration, all at the expense of Grantee, which expense Grantee hereby expressly agrees to pay within ten (10) days after receipt of a bill therefore, or to sell the FACILITIES and retain the proceeds of such sale and to deliver the FACILITIES to the purchaser of purchasers thereof free and clear of any right, title or interest therein of Grantee or of any person or corporation claiming through or under the Grantee and without any liability whatsoever to Grantee or to any other person or corporation; or if Grantor so elects, in lieu of such sale or removal of the FACILITIES, Grantor may retain and use the same for any purpose whatsoever free and clear of any right, title or interest therein of Grantee or of any person or corporation claiming through or under Grantee and without any liability whatsoever to Grantee or to any other person or corporation.

9. Grantee agrees it will hold Grantor harmless from assessments, taxes or charges of any kind made against Grantor, or its property, by reason of the construction of said FACILITIES of Grantee, and if assessed, taxed or charged, Grantee agrees to pay to Grantor within ten (10) days after receipt of a bill therefore (a) the full amount of any assessments, taxes or charges of any kind levied, charged, assessed or imposed against Grantor, or its property, by reason of the construction of said FACILITIES of Grantee, and (b) fifty (50) percent of the land assessment, taxes or charges levied, charged, assessed or imposed against Grantor and applicable to the area described in Schedule "A".

TO HAVE AND TO HOLD the easement herein granted unto the said Grantee, its successors and assigns, for so long as Grantee complies with the covenants and conditions of this instrument.

THIS GRANT is executed, delivered and accepted upon the express covenants and conditions hereinbefore set forth, which covenants and conditions shall extend to and be binding upon the successors and assigns of Grantee with like effect as if they were in every case named and expressed, and wherever in this Grant reference is made to the Grantor hereto, same shall similarly be held to include and apply to the successors and assigns of said Grantor with like effect as if in every case so expressed.

IN WITNESS WHEREOF the parties hereto caused this Instrument to be executed the day and year first above written.

SEALED AND DELIVERED in the presence of us:

THE PENN CENTRAL CORPORATION

Anna M. Clementi

By: Joseph J. Supon
JOSEPH J. SUPON,
Director - Real Estate

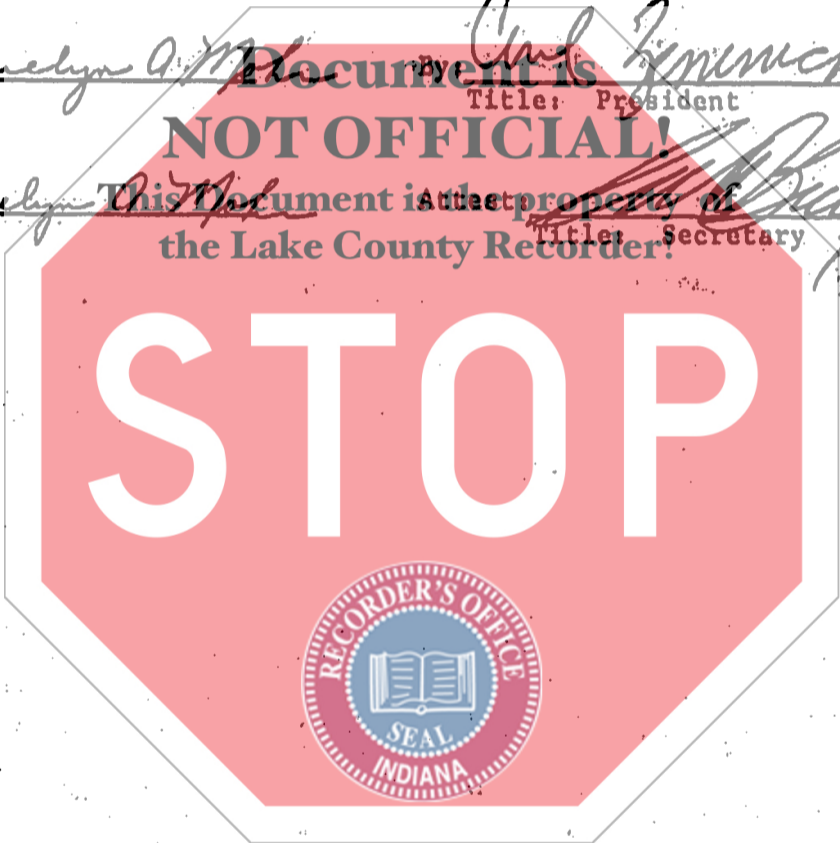
Helen White

Attest: Raymond F. Glenn
RAYMOND F. GLENN
Assistant Secretary

NATIONAL MATERIAL CORPORATION

Jacquelyn A. M... By: Carl Zimnoch
Title: President

Jacquelyn A. M... Attest: [Signature]
Title: Secretary



Document is the property of the Lake County Recorder!

STATE OF PENNSYLVANIA :
: 88
COUNTY OF PHILADELPHIA :

ON THIS the ~~20th~~ day of November, 1987, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared JOSEPH J. SUPON, who acknowledged himself to be the Director-Real Estate of THE PENN CENTRAL CORPORATION, a corporation, and that he, as such Director-Real Estate, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Director-Real Estate.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

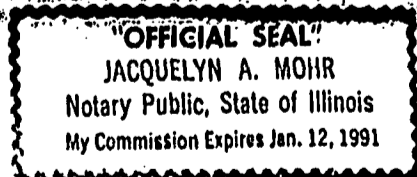


STATE OF ILLINOIS :
: 88
COUNTY OF COOK :

ON THIS the 2nd day of December, 1987, before me, a Notary Public in and for the State of Illinois, the undersigned officer, personally appeared CARL A. ZEMENICK, who acknowledged himself to be the President of NATIONAL MATERIAL CORPORATION, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jacquelyn A. Mohr
Notary Public



THIS INSTRUMENT PREPARED BY:
George W. Heim
1700 Market Street, 29th Floor
Philadelphia, Pennsylvania 19103