

449024  
Northern Trust Co.  
50 S. La Salle St  
Chicago, IL 60675

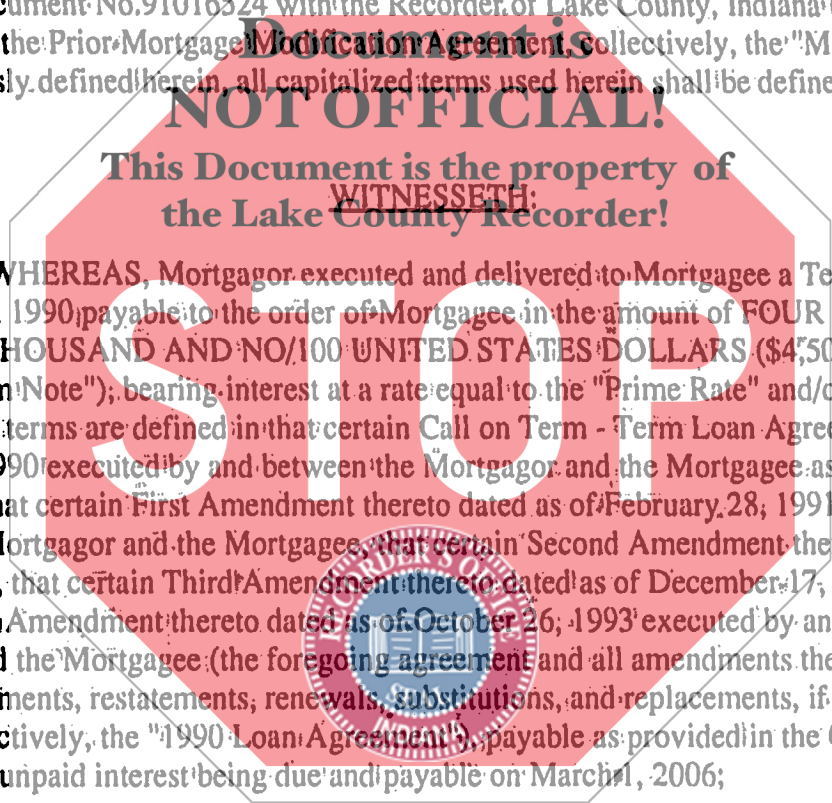
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**MORTGAGE MODIFICATION AGREEMENT**

Chicago Lake Insurance Company

THIS MORTGAGE MODIFICATION AGREEMENT (this "Agreement"); made this 26th day of October, 1993, by AMERICAN JUICE, INC., an Indiana corporation (herein called the "Mortgagor") in favor of THE NORTHERN TRUST COMPANY, an Illinois banking corporation with an office at 50 South LaSalle Street, Chicago, Illinois 60675 (herein, together with its successors and assigns, called the "Mortgagee"); amends and modifies that certain Mortgage (the "Original Mortgage") dated as of October 26, 1990 executed by the Mortgagor in favor of the Mortgagee and recorded on October 30, 1990 as Document No. 131754 with the Recorder of Lake County, Indiana as previously modified by that certain Mortgage Modification Agreement (the "Prior Mortgage Modification Agreement") dated as of February 28, 1991 executed by the Mortgagor in favor of the Mortgagee and recorded on April 9, 1991 as Document No. 91016524 with the Recorder of Lake County, Indiana (the Original Mortgage and the Prior Mortgage Modification Agreement, collectively, the "Mortgage"). Unless expressly defined herein, all capitalized terms used herein shall be defined as they are in the Mortgage.



WHEREAS, Mortgagor executed and delivered to Mortgagee a Term Note dated as of October 26, 1990, payable to the order of Mortgagee in the amount of FOUR MILLION FIVE HUNDRED THOUSAND AND NO/100 UNITED STATES DOLLARS (\$4,500,000.00) (the "Original Term Note"); bearing interest at a rate equal to the "Prime Rate" and/or the "Offered Rate" as those terms are defined in that certain Call on Term - Term Loan Agreement dated as of October 26, 1990 executed by and between the Mortgagor and the Mortgagee as amended and modified by that certain First Amendment thereto dated as of February 28, 1991 executed by and between the Mortgagor and the Mortgagee, that certain Second Amendment thereto dated as of May 31, 1992, that certain Third Amendment thereto dated as of December 17, 1992 and that certain Fourth Amendment thereto dated as of October 26, 1993 executed by and between the Mortgagor and the Mortgagee (the foregoing agreement and all amendments thereto and all further amendments, restatements, renewals, substitutions, and replacements, if any, thereto or therefor, collectively, the "1990 Loan Agreement"), payable as provided in the Original Term Note with the unpaid interest being due and payable on March 1, 2006;

WHEREAS, the Original Term Note is secured by property located in the City of Gary, County of Lake, State of Indiana, and legally described in Exhibit A, attached hereto and incorporated by reference herein, which security interest was granted pursuant to the Mortgage, pursuant to which Mortgage the Mortgagor did grant, demise, release, alien, mortgage, warrant, and convey unto Mortgagee the above-described property;

This document should be mailed to:  
Kevin E. Trabaris, Esq.  
The Northern Trust Company  
50 South La Salle Street, M-9  
Chicago, Illinois 60675

Handwritten signature/initials

WHEREAS, Mortgagor requested from the Mortgagee an extension of the maturity date of the Original Term Note and Mortgagee was willing to extend such maturity date of the Original Term Note provided that Mortgagor execute the Prior Mortgage Modification Agreement and any further documents the Mortgagee required in connection therewith;

WHEREAS, Mortgagor, in connection with its request for an amendment and restatement of the Original Term Note, executed and delivered to Mortgagee an Amended and Restated Term Note dated as of February 28, 1991 (which Amended and Restated Term Note amends and restates in its entirety the Original Term Note), payable to the order of Mortgagee in the principal amount of FOUR MILLION FIVE HUNDRED THOUSAND AND NO/100 UNITED STATES DOLLARS (\$4,500,000.00) (the foregoing Amended and Restated Term Note, together with all amendments, restatements, renewals, substitutions, and replacements, if any, thereto or therefor, collectively, the "Amended and Restated Term Note"; the Original Term Note and the Amended and Restated Term Note, collectively, the "\$4,500,000 Term Note"); and the Amended and Restated Term Note bearing interest at a rate equal to the "Prime Rate" and/or the "Offered Rate" as those terms are defined in the 1990 Loan Agreement, payable as provided in the Amended and Restated Term Note with the unpaid interest being due and payable on June 1, 2006; which Amended and Restated Term Note has been delivered as an amendment, restatement and replacement of the Original Term Note and which Amended and Restated Term Note represents a continuation of indebtedness evidenced by the Original Term Note;

WHEREAS, Mortgagor has requested from the Mortgagee a \$5,500,000.00 term loan (the "1993 Loan") and Mortgagee is willing to extend the 1993 Loan provided that Mortgagor executes this Agreement;

WHEREAS, Mortgagor has, in connection with its request for the 1993 Loan, executed and delivered to Mortgagee a Term Note dated as of October 26, 1993, payable to the order of Mortgagee in the principal amount of FIVE MILLION FIVE HUNDRED THOUSAND AND NO/100 UNITED STATES DOLLARS (\$5,500,000.00) (the foregoing Term Note, together with all amendments, restatements, renewals, substitutions, and replacements, if any, thereto or therefor, collectively, the "\$5,500,000 Term Note"); and the \$5,500,000 Term Note bearing interest at a rate equal to the "Prime-Based Rate" and/or the "Offered Rate" as those terms are defined in that certain Call on Term Loan Agreement dated as of October 26, 1993 executed by and between the Mortgagor and the Mortgagee (the foregoing agreement and all amendments, restatements, renewals, substitutions, and replacements, if any, thereto or therefor, collectively, the "1993 Loan Agreement"), payable as provided in the \$5,500,000 Term Note with the unpaid interest being due and payable on August 1, 2001; and

WHEREAS, Mortgagor has requested from the Mortgagee the extension of the 1993 Loan and Mortgagee is willing to extend the 1993 Loan provided that Mortgagor executes this Agreement and any further documents the Mortgagee may require in connection herewith, and that Mortgagor agrees that the Mortgagee (as amended by this Agreement) secures the obligations and liabilities of the Mortgagor to the Mortgagee of the \$4,500,000 Term Note and the \$5,500,000 Term Note;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor amends the Mortgage as follows:

1. Mortgagor hereby expressly acknowledges and agrees that the Mortgage secures: (a) the Mortgagor's obligation and liabilities under the \$4,500,000 Term Note; (b) the Mortgagor's obligation and liabilities under the \$5,500,000 Term Note; (c) the payment of all other sums with interest thereon advanced in accordance with the Mortgage (as amended by this Agreement) to protect the security of the Mortgage (as amended by this Agreement); and (d) the performance of the covenants and agreements of the Mortgagor contained in the Mortgage (as modified by this Agreement). From and after the date of this Agreement, the term "Note" as used in the Mortgage (as modified by this Agreement) shall be deemed to mean, collectively, the \$4,500,000 Term Note and the \$5,500,000 Term Note. Notwithstanding any provisions herein to the contrary, in no event will the outstanding principal amount of the Indebtedness Hereby Secured at any time exceed TEN MILLION AND NO/100 UNITED STATES DOLLARS (\$10,000,000.00).

2. All reference in the Mortgage (as amended by the Prior Mortgage Modification Agreement) to the terms and provisions of the Note, including but not limited to the provisions describing the interest rates payable thereunder and the date the Note is due and payable shall be deemed to refer to the terms and provisions of the \$4,500,000 Term Note and the \$5,500,000 Term Note as set forth in this Agreement.

3. In all other respects, the Mortgage shall remain unchanged and in full force and effect and all other terms, provisions, and conditions of the Mortgage are hereby confirmed by the Mortgagor.

4. Wherever in the Mortgage the Original Term Note, the \$4,500,000 Term Note or any other instrument evidencing, securing or guaranteeing the loan made pursuant to the 1990 Loan Agreement as evidenced by the \$4,500,000 Term Note, reference is made to the Mortgage, such reference shall from and after the date hereof be deemed a reference to the Mortgage as hereby modified. Wherever in the Mortgage the \$5,500,000 Term Note or any other instrument evidencing, securing or guaranteeing the loan made pursuant to the 1993 Loan Agreement as evidenced by the \$5,500,000 Term Note, reference is made to the Mortgage, such reference shall from and after the date hereof be deemed a reference to the Mortgage as hereby modified.

5. The Mortgagor warrants that the Mortgage, as modified hereby, is valid, binding and enforceable against the Mortgagor according to its terms.

IN WITNESS WHEREOF, Mortgagor has caused this Agreement to be duly

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signed, sealed and delivered the day and year first above written.

ATTEST:

[Signature]  
Its: Assistant Secretary

AMERICAN JUICE, INC.

By: [Signature]  
Its: President

AGREED TO THIS 26TH DAY OF OCTOBER, 1993:

THE NORTHERN TRUST COMPANY

By: [Signature]

Its: [Signature]

**Document is  
NOT OFFICIAL!**

**This Document is the property of  
the Lake County Recorder!**

STATE OF Illinois

COUNTY OF Cook

I, Kloris J. Dickson, a Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY that Arthur J. Canfield, III and Louis T. Addante, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and [Seal] seal this 26 day of October, 1993.

Kloris J. Dickson  
NOTARY PUBLIC

My commission expires 3/2, 1995.

Resident of Cook County, \_\_\_\_\_.

This document should be mailed to:  
Kevin E. Trabaris, Esq.  
The Northern Trust Company  
50 South La Salle Street, M-9  
Chicago, Illinois 60675

12600

STATE OF Illinois  
COUNTY OF Cook

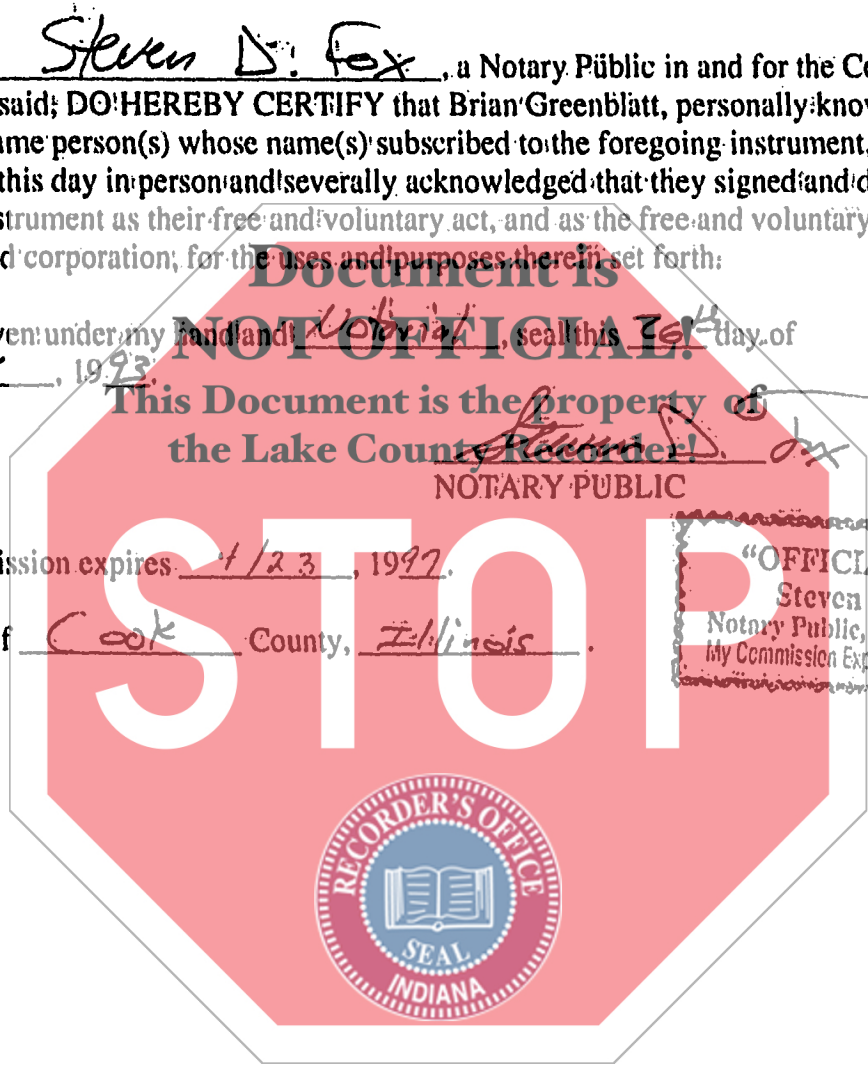
I, Steven D. Fox, a Notary Public in and for the County and State aforesaid; DO HEREBY CERTIFY that Brian Greenblatt, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth:

Given under my hand and ~~seal~~ Notarial Seal, seal this 16th day of October, 1993.

This Document is the property of  
the Lake County Recorder [Signature]  
NOTARY PUBLIC

My commission expires 4/23, 1997.  
Resident of Cook County, Illinois.

"OFFICIAL SEAL"  
Steven D. Fox  
Notary Public, State of Illinois  
My Commission Expires April 23, 1997



**Exhibit A**  
**Legal Description:**

PARCEL 1: ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTH HALF OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF GARY, LAKE COUNTY, INDIANA (BEARINGS HEREIN REFER TO THE INDIANA COORDINATE SYSTEM, WEST ZONE). BEGINNING AT A POINT ON THE NORTHERLY LINE OF PREMISES CONVEYED TO NORTHERN INDIANA PUBLIC SERVICE COMPANY BY DEED DATED OCTOBER 24, 1960, RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, IN DEED VOLUME 1160, PAGE 361, AS DOCUMENT NO. 289248, AS PARCEL 2, SAID POINT BEING REFERENCED TO A MONUMENT AT THE END OF THE THIRD COURSE AND DISTANCE READING SOUTH EIGHTY-SEVEN DEGREES FIVE MINUTES TWENTY-SEVEN SECONDS EAST (S. 87 DEGREES 05 MINUTES 27 SECONDS EAST) TWO THOUSAND THREE HUNDRED EIGHTY AND FIFTY-FIVE HUNDREDTHS (2,380.55) FEET IN SAID DESCRIPTION; THENCE FROM SAID REFERENCE MONUMENT ALONG THE NORTHERLY LINE OF LANDS SO CONVEYED TO NORTHERN INDIANA PUBLIC SERVICE COMPANY, NORTH EIGHTY-SEVEN DEGREES FIVE MINUTES TWENTY-SEVEN SECONDS WEST (NORTH 87 DEGREES 05 MINUTES 27 SECONDS WEST) TWO THOUSAND EIGHTY-NINE AND SEVENTY-ONE HUNDREDTHS (2,89.71) FEET TO THE POINT AND PLACE OF BEGINNING OF THE DESCRIPTION OF THE POINT OF BEGINNING OF THE LAND; THENCE FROM SAID POINT OF BEGINNING ALONG SAID NORTHERLY LINE OF NORTHERN INDIANA PUBLIC SERVICE COMPANY, NORTH EIGHTY-SEVEN DEGREES FIVE MINUTES TWENTY-SEVEN SECONDS WEST (NORTH 87 DEGREES 05 MINUTES 27 SECONDS WEST) NINE HUNDRED FIFTY (950) FEET TO A POINT; THENCE NORTH TWO DEGREES FIFTY-FOUR MINUTES THIRTY-THREE SECONDS EAST (NORTH 02 DEGREES 54 MINUTES 33 SECONDS EAST) EIGHT HUNDRED SIXTY-FIVE (865) FEET; THENCE SOUTH EIGHTY-SEVEN DEGREES FIVE MINUTES TWENTY-SEVEN SECONDS EAST (SOUTH 87 DEGREES 05 MINUTES 27 SECONDS EAST) ONE HUNDRED FIFTY (150) FEET; THENCE NORTH TWO DEGREES FIFTY-FOUR MINUTES THIRTY-THREE SECONDS EAST (NORTH 02 DEGREES 54 MINUTES 33 SECONDS EAST) FIVE HUNDRED TWENTY-NINE AND TWENTY-FIVE HUNDREDTHS (529.25) FEET; THENCE SOUTH SIXTY-FOUR DEGREES TWENTY MINUTES TWENTY-ONE SECONDS EAST (SOUTH 64 DEGREES 20 MINUTES 21 SECONDS EAST) EIGHT HUNDRED SIXTY-SEVEN AND FIFTY HUNDREDTHS (867.50) FEET; THENCE SOUTH TWO DEGREES FIFTY-FOUR MINUTES THIRTY-THREE SECONDS WEST (SOUTH 02 DEGREES 54 MINUTES 33 SECONDS WEST) ONE THOUSAND FIFTY-EIGHT AND SEVENTY-SIX HUNDREDTHS (1,058.76) FEET TO THE POINT AND PLACE OF BEGINNING.

*KEY # 10-125-19*

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT FOR ROADWAY, SEWER AND WATER LINE BETWEEN UNITED STATES STEEL CORPORATION AND NORTHERN INDIANA PUBLIC SERVICE COMPANY, DATED MARCH 12, 1969 AND RECORDED JULY 30, 1969 AS DOCUMENT NO. 25787 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA AS AMENDED BY THAT CERTAIN AMENDMENT TO EASEMENT FOR ROADWAY, SEWER AND WATER LINE AMONG USX CORP., AMERICAN JUICE, INC., AND NORTHERN INDIANA PUBLIC SERVICE COMPANY, DATED <sup>OCTOBER</sup> 15, 1990 AND RECORDED <sup>OCTOBER</sup> 20, 1990 AS DOCUMENT NO. 131752 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA FOR THE NON-EXCLUSIVE RIGHT AND EASEMENT TO USE, MAINTAIN, REPAIR AND RENEW AN EXISTING 32 FOOT WIDE ROADWAY OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

A STRIP OF LAND IN THE SOUTH HALF OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF PREMISES CONVEYED BY GARY LAND

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COMPANY TO AMERICAN BRIDGE COMPANY BY DEED DATED JANUARY 25, 1911, RECORDED IN DEED RECORD 167, PAGE 304, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, WHICH POINT IS 178 FEET NORTH OF THE CENTERLINE OF THE INDIANA EAST-WEST TOLL ROAD; THENCE NORTH 0 DEGREES 0 MINUTES 18 SECONDS EAST ON AND ALONG THE EAST LINE OF THE AMERICAN BRIDGE COMPANY PROPERTY 46.87 FEET TO A POINT; THENCE SOUTH 85 DEGREES 25 MINUTES 59 SECONDS EAST 509.16 FEET TO A POINT WHICH IS 100 FEET NORTHERLY OF, MEASURED AT RIGHT ANGLES TO, THE NORTHERLY RIGHT-OF-WAY LINE OF THE SAID INDIANA EAST-WEST TOLL ROAD; THENCE SOUTH 87 DEGREES 5 MINUTES 27 SECONDS EAST ON A LINE PARALLEL TO THE SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 2090.84 FEET TO A POINT; THENCE SOUTH 2 DEGREES 54 MINUTES 33 SECONDS WEST 32 FEET TO A POINT 68 FEET NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE SAID INDIANA EAST-WEST TOLL ROAD; THENCE NORTH 87 DEGREES 5 MINUTES 27 SECONDS WEST ON AND ALONG A LINE PARALLEL TO THE SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 2599.78 FEET, MORE OR LESS, TO THE FORESAID POINT OF BEGINNING.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ROADWAY EASEMENT AGREEMENT BETWEEN USX CORPORATION AND AMERICAN JUICE, INC., DATED OCTOBER 24, 1990, AND RECORDED AS DOCUMENT NO. 181750 FOR A NON-EXCLUSIVE ROADWAY EASEMENTS FOR ACCESS, USE, OPERATION, MAINTENANCE REPAIR AND REPLACEMENT OF A ROADWAY IN, OVER AND TO THE LAND DESCRIBED AS FOLLOWS:

ROADWAY EASEMENT "A": A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 8 WEST, AND THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE CITY OF GARY, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE NORTH 01 DEGREE, 8 MINUTES, 15 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 680.40 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET, AND EASTERN RAILWAY COMPANY; THENCE SOUTH 64 DEGREES, 24 MINUTES, 15 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 990.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 64 DEGREES, 24 MINUTES, 15 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EASTERLY LINE OF BUCHANAN ST. (EXTENDED); THENCE SOUTH 19 DEGREES 53 MINUTES, 7 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 100.50 FEET; THENCE SOUTH 24 DEGREES, 17 MINUTES, 37 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 59.80 FEET; THENCE SOUTH 25 DEGREES 35 MINUTES 48 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 272.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 826.00 FEET; THENCE SOUTHERLY 316.05 FEET ALONG THE ARC OF SAID CURVE, THE LONG CHORD OF WHICH BEARS SOUTH 14 DEGREES, 38 MINUTES, 7 SECONDS WEST, A DISTANCE OF 314.13 FEET; THENCE SOUTH 10 DEGREES, 20 MINUTES, 14 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 58.83 FEET; THENCE SOUTH 0 DEGREES, 4 MINUTES, 15 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 195.57 FEET TO THE NORTH

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LINE OF SECOND AVENUE.; THENCE NORTH 89 DEGREES, 55 MINUTES, 45 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 48.20 FEET TO THE WESTERLY LINE OF BUCHANAN ST. (EXTENDED); THENCE NORTH 0 DEGREES, 4 MINUTES, 15 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 195.57 FEET; THENCE NORTH 3 DEGREES, 51 MINUTES, 29 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 75.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 891.00 FEET; THENCE NORTHERLY 327.05 FEET ALONG THE ARC OF THE CURVE, THE LONG CHORD OF WHICH BEARS NORTH 15 DEGREES, 4 MINUTES, 52 SECONDS EAST, A DISTANCE OF 325.22 FEET; THENCE NORTH 25 DEGREES, 35 MINUTES, 48 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 253.70 FEET; THENCE NORTH 24 DEGREES, 37 MINUTES, 17 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 79.06 FEET; THENCE NORTH 34 DEGREES, 7 MINUTES, 11 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 101.11 FEET TO THE POINT OF BEGINNING.

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ROADWAY EASEMENT "B": A ROADWAY EASEMENT SITUATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P. M., AND ALSO IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE 2ND P. M., IN THE CITY OF GARY, LAKE COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 87 DEGREES, 50 MINUTES, 31 SECONDS EAST (BASIS OF BEARINGS) ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 795.71 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT; THENCE NORTH 0 DEGREES, 0 MINUTES, 18 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF BRIDGE ST. (EXTENDED), A DISTANCE OF 345.81 FEET TO THE NORTH LINE OF THE NORTHERN INDIANA PUBLIC SERVICE COMPANY EASEMENT SHOWN IN RECORD BOOK 790, PAGE 86, IN THE RECORDER'S OFFICE, LAKE COUNTY, INDIANA; THENCE SOUTH 85 DEGREES, 25 MINUTES, 59 SECONDS EAST ALONG SAID NORTH EASEMENT LINE, A DISTANCE OF 45.14 FEET; THENCE SOUTH 0 DEGREES 0 MINUTES, 18 SECONDS WEST, A DISTANCE OF 114.87 FEET, THENCE SOUTH 87 DEGREES, 5 MINUTES, 27 SECONDS EAST, A DISTANCE OF 12.11 FEET TO A POINT ON THE SOUTH SIDE OF NORTHERN INDIANA PUBLIC SERVICE COMPANY RIGHT-OF-WAY, THENCE SOUTH 2 DEGREES, 54 MINUTES, 33 SECONDS WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 87 DEGREES, 5 MINUTES, 27 SECONDS WEST A DISTANCE OF 9.32 FEET, THENCE SOUTH 0 DEGREES, 0 MINUTES, 18 SECONDS WEST A DISTANCE OF 173.97 FEET TO THE SOUTH LINE OF SAID SECTION 32; THENCE SOUTH 87 DEGREES 50 MINUTES 31 SECONDS EAST ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 15.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF BRIDGE ST. (EXTENDED); THENCE SOUTH 0 DEGREES, 0 MINUTES, 18 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE (EXTENDED), 125.09 FEET; THENCE NORTH 87 DEGREES, 50 MINUTES, 31 SECONDS WEST, A DISTANCE OF 60.03 FEET TO THE WEST RIGHT-OF-WAY LINE OF BRIDGE ST.; THENCE NORTH 0 DEGREES, 0 MINUTES, 18 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE (EXTENDED), A DISTANCE OF 125.09 FEET TO THE POINT OF BEGINNING.

ROADWAY EASEMENT "C": A ROADWAY EASEMENT SITUATED IN THE SOUTHEAST



A. CONTINUED-

QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE 2ND P. M., THE CITY OF GARY, LAKE COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 1 DEGREE, 8 MINUTES, 15 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 680.40 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET, AND EASTERN RAILWAY COMPANY; THENCE NORTH 64 DEGREES, 24 MINUTES, 15 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,161.00 FEET; THENCE NORTH 67 DEGREES 36 MINUTES 15 SECONDS WEST, A DISTANCE OF 20.10 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT; THENCE CONTINUING NORTH 67 DEGREES, 36 MINUTES, 15 SECONDS WEST, A DISTANCE OF 911.44 FEET; THENCE NORTH 64 DEGREES, 24 MINUTES, 15 SECONDS WEST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 25 DEGREES, 35 MINUTES, 45 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 64 DEGREES, 20 MINUTES, 21 SECONDS EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 25 DEGREES, 35 MINUTES, 45 SECONDS EAST, A DISTANCE OF 21.83 FEET; THENCE SOUTH 64 DEGREES, 24 MINUTES, 15 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 67 DEGREES, 36 MINUTES, 15 SECONDS EAST, A DISTANCE OF 908.74 FEET TO THE WEST LINE OF THE NORTHERN INDIANA PUBLIC SERVICE COMPANY RIGHT-OF-WAY; THENCE NORTH 29 DEGREES, 28 MINUTES, 21 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 28.21 FEET TO THE POINT OF BEGINNING.

EASEMENT NO. 1 NIPSCO RIGHT-OF-WAY: SITUATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE 2ND P. M., IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE NORTH, 1 DEGREE, 8 MINUTES, 15 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION, 680.40 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE SOUTH 64 DEGREES, 24 MINUTES, 15 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 516.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 64 DEGREES, 24 MINUTES, 15 SECONDS EAST, 164.50 FEET; THENCE SOUTH 51 DEGREES, 4 MINUTES, 15 SECONDS EAST, 130.0 FEET; THENCE SOUTH 59 DEGREES, 44 MINUTES 15 SECONDS EAST, 177.21 FEET TO THE WEST LINE OF BUCHANAN STREET; THENCE SOUTH 34 DEGREES, 7 MINUTES, 11 SECONDS WEST ALONG SAID WEST LINE, 28.06 FEET; THENCE NORTH 59 DEGREES, 44 MINUTES, 15 SECONDS WEST, 177.44 FEET; THENCE NORTH 51 DEGREES 04 MINUTES 15 SECONDS WEST, 131.26 FEET; THENCE NORTH 54 DEGREES, 36 MINUTES, 15 SECONDS WEST, 161.24 FEET, TO THE POINT OF BEGINNING.

ROADWAY EASEMENT NO. 3 ON NORTHERN INDIANA PUBLIC SERVICE COMPANY RIGHT-OF-WAY: SITUATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 1 DEGREE, 8 MINUTES, 15 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 680.40 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE NORTH 64 DEGREES, 24

A CONTINUED-

MINUTES, 15 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, 660.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 64 DEGREES, 24 MINUTES, 15 SECONDS WEST, 500.80 FEET; THENCE NORTH 67 DEGREES, 36 MINUTES, 15 SECONDS WEST, 20.10 FEET TO THE WEST LINE OF THE NORTHERN INDIANA PUBLIC SERVICE COMPANY RIGHT-OF-WAY; THENCE SOUTH 29 DEGREES 28 MINUTES, 27 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 28.21 FEET; THENCE SOUTH 67 DEGREES, 36 MINUTES, 15 SECONDS EAST, 523.60 FEET TO THE POINT OF BEGINNING. *21-1840-125-1*

PARCEL 4: LICENSE FOR THE BENEFIT OF PARCEL 1 AS EVIDENCED BY A MEMORANDUM OF LICENSE AGREEMENT BETWEEN ELGIN, JOLIET AND EASTERN RAILWAY COMPANY AND AMERICAN JUICE, INC., DATED OCTOBER 15, 1990 AND RECORDED *10/15/90* 1990 AS DOCUMENT NO. *13751* FOR THE AUTHORITY TO UTILIZE, OPERATE, UPGRADE AND MAINTAIN A NON-EXCLUSIVE PAVED ROADWAY OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

*This Document is the property of the Lake County Recorder*  
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 32 AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE 2ND P. M., IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION, 680.40 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, SAID POINT BEING THE POINT OF BEGINNING, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE WHICH FORMS AN ANGLE OF 63 DEGREES, 16 MINUTES LEFT TO THE LAST DESCRIBED COURSE EXTENDED, 1,161.40 FEET TO A POINT; THENCE SOUTHEASTERLY, ALONG A LINE FORMING AN INTERIOR ANGLE OF 3 DEGREES, 12 MINUTES TO THE LAST DESCRIBED COURSE, 500.80 FEET TO A POINT 10 FEET FROM THE CENTERLINE OF TRACK MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING SOUTHEASTERLY, ALONG A LINE PARALLEL TO THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY, 1,180.0 FEET TO A POINT, THENCE CONTINUING SOUTHEASTERLY, ALONG A LINE 9 DEGREES, 48 MINUTES RIGHT TO THE LAST DESCRIBED COURSE EXTENDED, 1,64.40 FEET TO A POINT ON THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, 681.0 FEET TO THE POINT AND PLACE OF BEGINNING. *21-1840-125-2*