

TICOR TITLE INSURANCE
Crown Point, Indiana

197918-2

96021379

FILED FOR RECORD
LAKE COUNTY
2037 N. La Salle St
Suite 1400
Chicago, IL 60601
Attn: James Shaw

96 APR -3 AM 10:26

MODIFICATION AGREEMENT

MARGARETTE CLEVELAND

THIS MODIFICATION AGREEMENT is made as of the 12th day of February, 1996 by and among BRIDGEVIEW BANK AND TRUST COMPANY, as agent for itself and other lenders ("Lender"), CHASE STREET INDUSTRIAL CENTER, L.L.C., an Illinois limited liability company ("Borrower"), and ROBERT J. BOBB and CHICAGO STEEL AND TINPLATE, INC. (collectively, "Guarantors").

RECITALS:

1. On December 22, 1995, Borrower executed and delivered to Lender (i) that certain Regular Loan Note dated December 22, 1995 (the "Regular Note") in the principal amount of Seven Million and No/100 Dollars (\$7,000,000), and (ii) that certain Remediation Note dated December 22, 1995 (the "Remediation Note") in the principal amount of One Million Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000) (the Regular Note and the Remediation Note are sometimes hereinafter collectively referred to as the "Notes"), which Notes evidence certain loans (the "Loans") made by Lender to Borrower.
2. Simultaneously with execution of the Notes, as security therefor, Borrower granted a security interest to Lender in and to certain collateral pursuant to the following described documents (collectively, together with the Loan Agreement [as hereinafter defined], the "Initial Loan Documents"):
 - a. Assignment of Loan Portfolio, granting Lender a first security interest in certain loan documents (the "Underlying Loan Documents") encumbering the Premises (as hereinafter defined) dated December 22, 1995 and recorded on January 12, 1996 as Document No. 96002686.
 - b. Security Agreement, granting Lender a security interest in the Underlying Loan Documents and other rights in connection therewith.
 - c. Assignment of Contracts, Permits and Plans, and Security Agreement ("Assignment of Contracts"), granting Lender an interest in certain agreements and instruments affecting the Premises, including those agreements relating to the environmental remediation to occur on the Premises.
 - d. UCC-1 Financing Statements filed with the Illinois Secretary of State and the Indiana Secretary of State.
 - e. Indiana UCC-3 Statement of Assignment relating to a certain Financing Statement filed in connection with the Underlying Loan Documents.
 - f. Guaranty Agreement (the "Bobb Guaranty") by Robert J. Bobb ("Bobb").

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to
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- g. Guaranty Agreement (the "CS, Inc. Guaranty") by Chicago Steel and Tinplate, Inc. ("CS, Inc.").
 - h. Environmental Indemnity Agreement ("Environmental Indemnity") from Borrower, Bobb and CS, Inc. to Lender.
 - i. Assignment of Note ("Assignment of General Rental Note"), assigning to Lender Bobb's interest in that certain General Rental Note referenced therein as security for the Bobb Guaranty and the Environmental Indemnity Agreement.
3. Also executed simultaneously with Borrower's execution of the Notes was a Loan Agreement (the "Loan Agreement") between Borrower and Lender which, among other things, required Borrower to execute loan documents granting Lender, among other things, a first mortgage lien against the Premises and leases thereon as a condition to Lender's consent to the recording of a Foreclosure Deed (as defined in the Loan Agreement) as set forth in Section 4.3 of the Loan Agreement.
4. Lender has granted its consent to the Foreclosure Deed, subject to Borrower's delivery of this Agreement and certain substitute and additional collateral as substitute and additional security for the repayment of the Loans, as provided in Section 4.3 of the Loan Agreement, and as more fully set forth therein and hereinbelow.
5. The Foreclosure Deed was issued on February 9, 1996 and recorded with the Lake County, Indiana Recorder's Office on February 12, 1996 as Document No. 96009253.
6. Simultaneous with the recording of the Foreclosure Deed, Borrower executed a Real Estate Mortgage ("Real Estate Mortgage") in favor of Lender to protect Lender's first lien interest in the Premises (as defined below), dated February 9, 1996 and recorded with the Lake County, Indiana Recorder's Office as Document No. 96009254.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.
- 2. New Loan Documents. Simultaneously herewith, Borrower shall execute and deliver to Lender the following:
 - a. an Amended and Restated Mortgage (and Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement) (the "Mortgage") from Borrower to Lender, the terms of which are in substitution for those contained in the Real Estate

Mortgage, granting to Lender a first lien on the real estate described in Exhibit "A" attached hereto and hereby made a part hereof (the "Premises");

- b. an Absolute Assignment of Rents and Leases (the "Assignment") from Borrower to Lender, granting to Lender all of Borrower's interest in any and all leases affecting the Premises or any portion thereof;
- c. Indiana and Lake County UCC Financing Statements; and
- d. any other security documents reasonably requested by Lender and consistent with the requirements of Section 4.3 of the Loan Agreement.

(the above referenced documents, and all other documents whether now or hereafter existing, that are executed and delivered as additional evidence of or security for repayment of the Loans are hereinafter referred to collectively as the "New Loan Documents"). Upon their execution, the New Loan Documents shall be included in the definition of Loan Documents set forth in the Loan Agreement.

3. Consent to Foreclosure Deed. Lender's consent to the recording of the Foreclosure Deed is subject to and conditioned upon satisfaction by Borrower of the following conditions:

- a. No default shall have occurred and be continuing under the Initial Loan Documents.
- b. Borrower's representations and warranties in the Initial Loan Documents, the New Loan Documents and this Agreement shall be true and correct in all material respects as of the date of the recording of such Foreclosure Deed, and there shall have been no material adverse change with respect to the business, credit, operations, financial condition or prospects of Borrower, any Guarantor, or the Premises or any material adverse change with respect to the Premises.
- c. Lender shall have received the following, all in form and substance satisfactory to Lender:
 - i. the New Loan Documents executed by Borrower
 - ii. Opinions of counsel for Borrower and Guarantors, duly authorized to practice in Indiana and Illinois, to the effect that:
 - (1) Borrower is a duly formed limited liability company under the laws of the State of Illinois, and CS, Inc. is a duly formed corporation under the laws of the State of Delaware, validly existing, in good standing and fully qualified to do business in the State of Indiana, and have the authority to enter into the obligations contemplated by this Agreement

and the New Loan Documents, and to carry out the obligations contemplated hereby and thereby;

(2) This Agreement and the New Loan Documents have been duly authorized, executed and delivered by Borrower and Guarantors, as case may be, and constitute legal, valid and binding obligations of such parties, enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, and other laws affecting creditors' rights;

(3) This Agreement and the New Loan Documents do not affect the creation, perfection or enforceability of the Notes, Assignment of Contracts, Bobb Guaranty, CS, Inc. Guaranty, Environmental Indemnity, Assignment of General Rental Note, and the Loan Agreement;

(4) The execution and delivery of this Agreement and each of the New Loan Documents, or any of them, and the carrying out of the transactions contemplated hereby and thereby will not, to such counsel's current, actual knowledge, constitute a default under any agreement to which Borrower or Guarantors are a party or by which they may be bound;

(5) There are no actions, suits or proceedings pending, or, to said counsel's current actual knowledge, threatened against Borrower, Guarantors or the Property, either at law or in equity or before or by any governmental authority, which would adversely affect the validity or enforceability of this Agreement, the New Loan Documents or the Initial Loan Documents.

iii. Lender shall have received a lender's title insurance policy, in the face amount of the Loans, with a pending disbursement endorsement relating to moneys funded under the Remediation Note, from Tigor Title Insurance Company (or any other title company acceptable to Lender) (the "Title Company"), insuring Lender (i) as to the marketability of title of the Premises, (ii) that the Mortgage is a valid first lien on the Premises, (iii) that the leases affecting the Premises are subordinate to the Mortgage, (iv) that the Premises are free and clear of liens, security interests, claims and encumbrances other than those set forth on Exhibit "B" attached hereto and made a part hereof (the "Permitted Exceptions"). The title policy shall also contain any endorsements required by Lender, including, without limitation, deletion of creditors' rights, doing business, zoning 3.1 (including parking), usury, survey, location, variable rate, comprehensive endorsement, contiguity, access, restrictions (where applicable), and encroachment (where applicable).

- iv. Lender shall have received satisfactory evidence of Borrower's and Guarantor's authority to enter into this Agreement and the New Loan Documents, including, without limitation, corporate resolutions and incumbency certificates.
 - v. Lender shall have received a certified copy of the Foreclosure Deed and any and all court orders or filings relating thereto.
 - vi. Lender shall have received satisfactory evidence of insurance, as more fully set forth in the Mortgage.
 - vii. Lender shall have received such other items as Lender may reasonably require.
4. **Effect of Foreclosure.** Upon recording of the Foreclosure Deed, Borrower will become both the owner of the Premises and the holder of the first, second and third mortgage liens against the Premises. Notwithstanding anything contained in the Initial Loan Documents to the contrary, prior to recording of the New Loan Documents, Borrower shall cause its interests as owner and lender to merge and shall cause all mortgages and other financing liens affecting the Premises (other than the Real Estate Mortgage) to be released. Upon delivery and recording (if applicable) of the New Loan Documents, the security interests of Lender created under the Assignment of Loan Portfolio, the Security Agreement, the UCC-1 Financing Statements and the UCC-3 Statement of Assignment shall be released.
5. **Bobb Guaranty Modification.** The second recital in the Bobb Guaranty is hereby amended to read as follows: "WHEREAS, the Bank is unwilling to make the Loans unless the Guarantor guarantees payment of the principal and interest and any other sums provided in the Regular Note, the Remediation Note and the other Loan Documents, and the performance by the Borrower of all of the covenants on its part to be performed and observed pursuant to the provisions thereof."
6. **Documents to Remain in Effect; Confirmation of Obligations.** Except as expressly modified and amended herein, the Notes and Initial Loan Documents shall remain in full force and effect as originally executed and delivered by the parties. Borrower hereby confirms and reaffirms all of its obligations under the Notes and Initial Loan Documents, as modified and amended herein, and confirms and reaffirms that the Initial Loan Documents secure the Notes.
7. **Certifications, Representations and Warranties.** In order to induce Lender to enter into this Agreement, Borrower hereby certifies, represents and warrants to Lender that all certifications, representations and warranties contained in the Initial Loan Documents and in all certificates heretofore delivered to Lender are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

8. **Additional Certificates, Representations and Warranties.** In addition to the certifications, representations and warranties set forth in the New Loan Documents and the Initial Loan Documents, Borrower hereby certifies, represents and warrants to Lender that:
- a. Borrower and Guarantors have the full right, power and authority to enter into and execute and deliver this Agreement and the New Loan Documents, as applicable, and to otherwise perform and consummate the transactions contemplated hereby.
 - b. This Agreement has been duly authorized, executed and delivered by Borrower and Guarantors, and constitutes a valid and legally binding obligation enforceable against them in accordance with its terms. The execution and delivery of this Agreement and compliance with the provisions hereof under the circumstances contemplated herein do not and will not conflict with or constitute a breach or violation of or default under the organizational documents of Borrower or of CS, Inc., or any agreement or other instrument to which Borrower or any Guarantor is a party, or by which any party is bound, or to which any of its properties are subject, or any existing law, administrative regulation, court order or consent decree to which it is subject.
 - c. There is no litigation, arbitration, governmental or administrative proceeding, action, examination, claim or demand pending or, to the best of Borrower's knowledge, threatened, to restrain or enjoin the transactions contemplated by this Agreement, or questioning the validity hereof, or in any way contesting the existence or powers of Borrower or CS, Inc., or in which an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement, the Initial Loan Documents or the New Loan Documents, and no basis for any such matter exists.
 - d. Borrower is in full compliance with all of the terms and conditions of this Agreement and the Initial Loan Documents and no event of default has occurred and is continuing with respect thereto and no event has occurred and is continuing which with the lapse of time or the giving of notice or both would constitute such an event of default.
 - e. To the best of Borrower's knowledge, there is no condition, event or circumstance existing which would prevent Borrower or any Guarantor from complying with or performing its obligations hereunder or under the Notes, the Initial Loan Documents or the New Loan Documents.
9. **Payment of Loan Expenses.** Borrower hereby agrees to pay all of Lender's reasonable attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Agreement and all documents and transactions contemplated herein, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees referred to in, necessitated by, or otherwise relating to this Agreement or the New Loan Documents (collectively, the "Loan Expenses"). If the Loan Expenses are not paid to Lender within five (5) days after written demand therefor

by Lender, the Loan Expenses shall bear interest from the date so incurred until paid at an annual rate equal to the Default Interest Rate (as defined in the Notes).

10. **Guarantor Reaffirmation.** Each Guarantor expressly consents to the terms, provisions and conditions of this Agreement and acknowledges and ratifies all other terms of its Guaranty.
11. **Lender Notices.** All notices to be provided to Lender under the Initial Loan Documents shall be marked to the attention of William Conaghan, unless and until Borrower is notified otherwise.
12. **Entire Agreement.** This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.
13. **Successors.** This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.
14. **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.
15. **Amendments, Changes and Modifications.** This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.
16. **Construction.**
 - a. The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole and not to the individual sections in which such terms are used.
 - b. The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.
 - c. Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.
17. **Execution of Counterparts.** 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 instrument.
18. **Governing Law.** This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

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

LENDER:

Bridgeview Bank and Trust Company,
as agent for itself and other lenders

BORROWER:

Chase Street Industrial Center, L.L.C.,
an Illinois limited liability company

By: William T. Conaghan
Title: President
William T. Conaghan

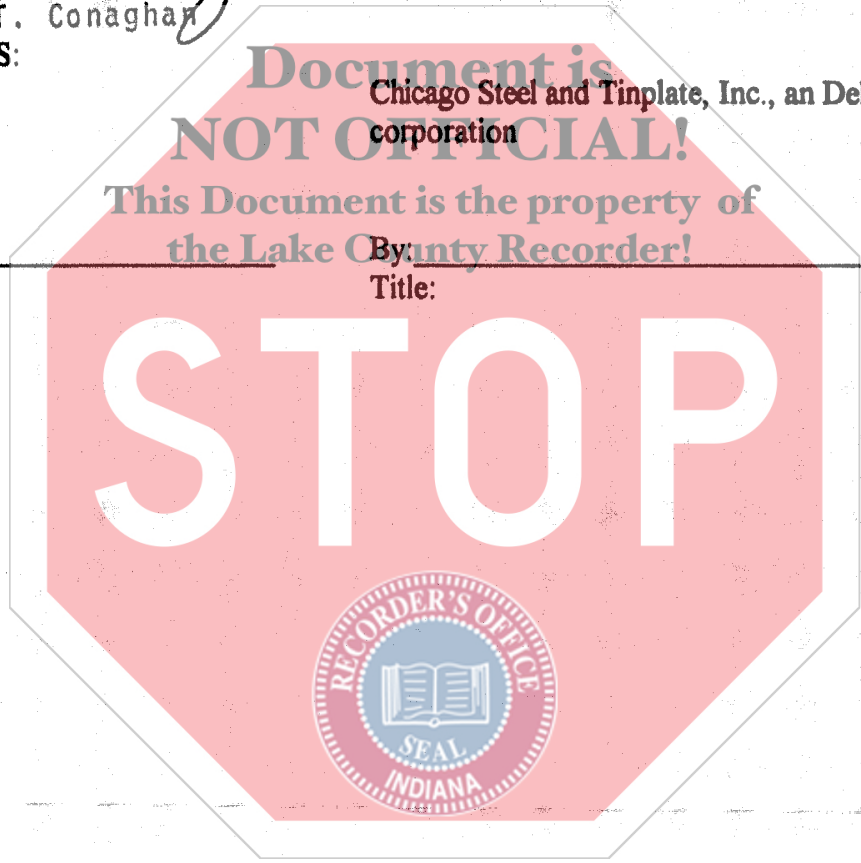
By: _____
Title: Manager

GUARANTORS:

Robert J. Bobb

Chicago Steel and Tinplate, Inc., an Delaware
corporation

By: _____
Title: _____



ACKNOWLEDGEMENTS

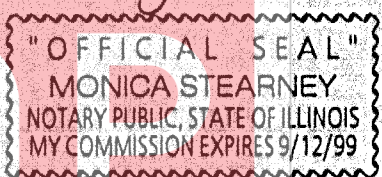
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Monica Stearney, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that William Conaghan, personally known to me to be the ~~(Vice)~~ President of Bridgeview Bank and Trust Company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said Bank, as agent, for the uses and purposes therein set forth.

GIVEN, under my hand and official seal this 23 day of March, 1996.

Monica Stearney
Notary Public

My Commission Expires 9-12-99



STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert J. Bobb, known to me to be the Manager of Chase Street Industrial Center, L.L.C., and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _ day of ____, 1996.

Notary Public

My Commission Expires: _____

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

LENDER:

Bridgeview Bank and Trust Company,
as agent for itself and other lenders

By: [Signature]
Title:

BORROWER:

Chase Street Industrial Center, L.L.C.,
an Illinois limited liability company

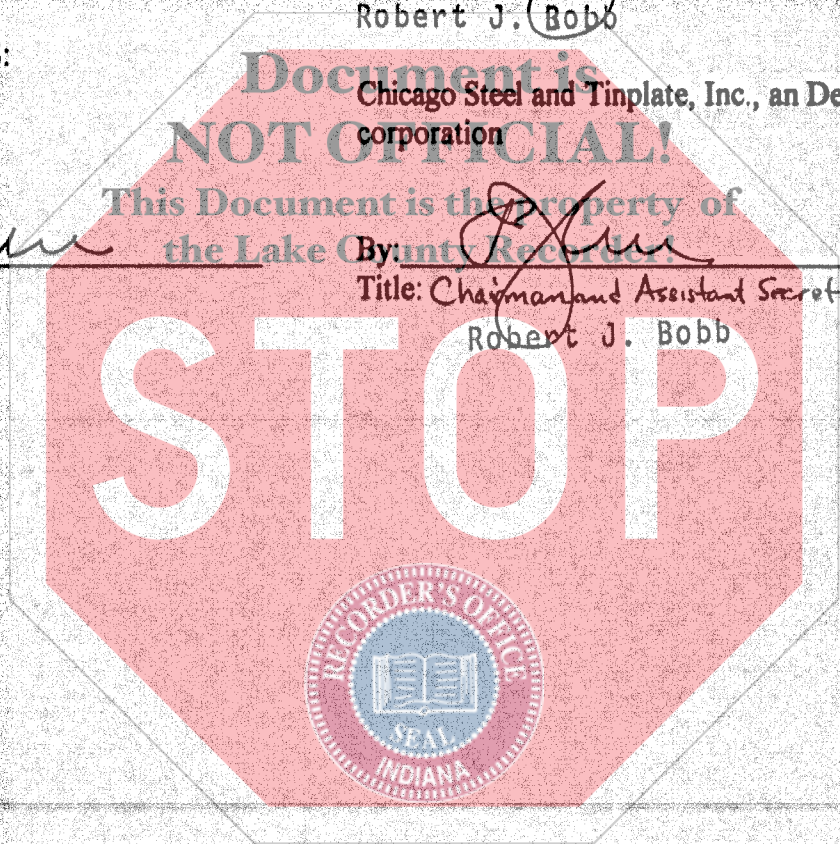
By: [Signature]
Title: Manager
Robert J. Bobb

GUARANTORS:

Chicago Steel and Tinplate, Inc., an Delaware
corporation

[Signature]
Robert J. Bobb

[Signature]
Title: Chairman and Assistant Secretary
Robert J. Bobb



ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the (Vice) President of Bridgeview Bank and Trust Company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said Bank, as agent, for the uses and purposes therein set forth.

GIVEN, under my hand and official seal this _____ day of _____, 199__.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!
Notary Public

My Commission Expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert J. Bobb, known to me to be the Manager of Chase Street Industrial Center, L.L.C., and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6 day of March 1996.

Mary E. McGarrigle

Notary Public

My Commission Expires: 7/5/98

"OFFICIAL SEAL"
MARY E. MCGARRIGLE
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires July 5, 1998

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Mary E. McGarrigle, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that Robert J. Bobb, personally known to me to be the President
of Chicago Steel and Tinplate, Inc., and personally known to me to be the same person whose name
is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that as such officer, he signed and delivered the said instrument as his free and voluntary act and as
the free and voluntary act and deed of said Bank, as agent, for the uses and purposes therein set forth.

*Chairman
of the Board
and Assistant
Secretary*

GIVEN, under my hand and official seal this 26 day of March, 1996.

Mary E. McGarrigle
Notary Public

My Commission Expires 7/5/98

Document is the property of
the Lake County Recorder
MARY E. MCGARRIGLE
NOTARY PUBLIC
STATE OF ILLINOIS
My Commission Expires July 5, 1998

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Mary E. McGarrigle, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that Robert J. Bobb, personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the
uses and purposes therein set forth.

GIVEN, under my hand and official seal this 26 day of March, 1996.

Mary E. McGarrigle
Notary Public

My Commission Expires 7/5/98

OFFICIAL SEAL
MARY E. MCGARRIGLE
NOTARY PUBLIC
STATE OF ILLINOIS
My Commission Expires July 5, 1998

EXHIBIT A

Legal Description

Legal Description

ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, BOUNDED ON THE NORTH BY THE SOUTH LINE OF FIFTH AVENUE, ON THE SOUTH BY THE NORTH LINE OF THE RIGHT-OF-WAY OF THE NEW YORK CENTRAL RAILROAD, FORMERLY GARY AND WESTERN RAILWAY; AND ON THE EAST BY THE WEST LINE OF CHASE STREET; EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND LOCATED IN THE NORTHEAST CORNER OF SAID ABOVE TRACT AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF FIFTH AVENUE (80') WITH THE WEST LINE OF CHASE STREET (80'), THENCE WEST ALONG THE SOUTH LINE OF FIFTH AVENUE 125 FEET; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF CHASE STREET 125 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF FIFTH AVENUE 125 FEET TO THE WEST LINE OF CHASE STREET; THENCE NORTH ALONG THE WEST LINE OF CHASE STREET 125 FEET TO THE PLACE OF BEGINNING.

ADDRESS:

700 Chase Street, Gary, Indiana



EXHIBIT "B"

Permitted Exceptions



EXHIBIT B

TICOR TITLE INSURANCE COMPANY

ALTA LENDERS FORM

SCHEDULE B

Policy No.: C0197918-2

PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) which arise by reason of the following:

1. Taxes for 1995 not now delinquent.
2. Terms and provisions of a resolution declaring an economic revitalization area, dated March 1, 1988 and recorded April 6, 1989, as Document No. 030732.
(For further particulars, see record).
3. Terms and provisions of a resolution declaring an economic revitalization area, dated September 18, 1990 and recorded June 6, 1991 as Document No. 91027643.
(For further particulars, see record).
4. Highways and legal right of ways.
5. Ditches and drains, if any, and all rights therein.
6. Restriction against the manufacture, sale or disposal of intoxicating liquors contained in a Warranty Deed from Gary Land Company, an Indiana corporation, to Lewis Simon and Chas. Simon, dated May 9, 1945 and recorded May 16, 1945 in Deed Record 721 page 140. Restrictions do not provide for forfeiture or reversion for violation thereof.
7. Easement for embankment contained in a grant from Gary Land Company, an Indiana Corporation, to Gary and Western Railway Company, an Indian Corporation, dated June 18, 1928 and recorded September 24, 1928 in Miscellaneous Record 191 page 402. (Affects a strip of land varying in width and 4409 feet, more or less, in length, adjacent to the North right of way line of the Gary and Western Railway as the same is now located over and across the Southeast quarter of Section 6, and the South half of Section 5, Township 36 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana, described as a parcel of land beginning at a point on said North right of way line of the Gary and Western Railway 833.1 feet, more or less, East of the North and South center line of said Section 6, extending thence East 1817.3 feet and increasing regularly in width to 12 feet at the East line of said Section 6; thence extending East at a width of 12 feet 1312.27 feet; thence extending East 1279.27 feet, more or less, increasing regularly in width to 25 feet at the West line of Taft Street, the center line of which is the North and South center line of said Section 5, and containing in all 1.15 acres, more or less)
8. Unrecorded license from Gary Land Company, an Indiana Corporation, to Gary Heat, Light and Water Company (now Northern Indiana Public Service Company) dated January 8, 1940 covering an 8 inch gas main as referred to in a Warranty Deed from said Gary Land Company to Lewis Simon and Chas. Simon, dated May 9, 1945 and recorded May 16, 1945 in Deed Record 721 page 140.



TICOR TITLE INSURANCE COMPANY

ALTA LENDERS FORM

SCHEDULE B - CONTINUED

Policy No.: C0197918-2

9. Easement for gas mains contained in a grant from Lewis Simon, etal, to Northern Indiana Public Service Company, an Indiana Corporation dated October 7, 1946 and recorded October 22, 1946 in Miscellaneous Record 456 page 262.
(Affects a strip of land 15 feet in width running East and West through to South 1/2 of said Section 6 from Clark Street on the West boundary to Chase Street on the East boundary of said Section 6, the center line of said strip being 1-1/2 feet North of the center line of an eight inch gas main installed about 1927 and located approximately 190 feet South of the center line of Fifth Avenue, between Clark Street and Chase Street, in Gary, Indiana.)
10. Easement for gas mains contained in a grant from The Budd Company to Northern Indiana Public Service Company, an Indian Corporation, dated July 5, 1950 and recorded January 7, 1967 in Miscellaneous Record 955 page 456.
(Affects a strip 10 feet in width lying 5 feet on either side of center line, said center line being described as follows: Beginning at a point on the center line of Section 6, 5 feet North of the North right-of-way line of the Dune Park Branch of the New York Central Railroad and extending East 5 feet North of and parallel with the North right-of-way line of said Railroad to a point 1817.3 feet West of the East line of said Section 6; thence in an Easterly direction to a point 16.4 feet North of the North right-of-way line of said Railroad and 143 feet West of the East line of said Section 6; thence North 143 feet West of and parallel with the East line of said Section 6, a distance of 120 feet.)
11. The lien of the Mortgage Insured herein at the date of this endorsement, is first, prior and superior to any other liens except as to any lien or right to lien for services, labor and materials furnished after Policy date.

The liability of the Company under said policy shall not exceed the sum of \$7,000,000.00 (being an amount actually disbursed of the proceeds of the loan secured by the Mortgage Insured) and costs which the Company is obligated under the conditions and stipulations to pay, but such liability shall be increased by the sum of each subsequent disbursement made under said mortgage up to the face amount of the policy committed for, subject, however, with respect to each such increase, to any defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the effective date of a date down of this policy covering the date of each disbursement.

END OF SCHEDULE B

TICOR TITLE INSURANCE COMPANY

SCHEDULE B

Lenders Policy No.: CO197918-2

PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the Insured Mortgage upon said estate or interest:

1. Lease for a term of 2 years from Chase Street Partners, an Illinois general partnership, to Chicago Steel, Inc., dated November 1, 1991 and disclosed by a Memorandum of Lease recorded December 27, 1992 as Document No. 92011957.

Lessee's interest in said lease assigned to Chicago Steel Limited Partnership, an Indiana limited partnership, by assignment dated ___/___/___ and recorded February 27, 1992 as Document No. 92011958.

NOTE: Leasehold Mortgage and Security Agreement for \$10,500,000.00 from Chicago Steel Limited Partnership, an Indiana limited partnership, to Kansallis-Osake-Pankki, dated December 31, 1991 and recorded March 23, 1992, in the Office of the Recorder of Lake County, Indiana, as Document No. 92016929. And assigned to Merita Bank, LTD by assignment recorded October 4, 1995 as Document No. 95059833.

Mortgage and Leasehold Mortgage Modification Agreement, dated April 14, 1994 and recorded April 21, 1994 as Document No. 94030449 and assigned to Merita Bank, LTD by assignment recorded October 4, 1995 as Document No. 95059832.

Security interest in fixtures at captioned premises as shown by financing statement from Chicago Steel Limited Partnership to Kansallis-Osake-Pankki filed in the Office of the Recorder of Lake County, Indiana, on April 21, 1994 as Document No. 94001379.

Terms and provisions of a Notice of Security Interest dated August 19, 1993 and recorded April 14, 1994 as Document No. 94030647, made by Kansallis-Osake-Pankki. (For further particulars, see record.)

TICOR TITLE INSURANCE COMPANY

SCHEDULE B - CONTINUED

LENDERS POLICY NO.: CO197918-2

2. Lease for a term of 10 years, with one 5 year option, commencing November 1, 1994, from Chase Street Partners, an Illinois general partnership, to Chicago Steel, Inc., a Delaware corporation, dated November 1, 1991 and disclosed by a Memorandum of Lease recorded February 27, 1992.

Lessee's interest in said lease assigned to Chicago Steel Limited Partnership, an Indiana limited partnership, by assignment dated ___/___/___ and recorded February 27, 1992 as Document No. 92011960.

NOTE: Leasehold Mortgage and Security Agreement for \$10,500,000.00 from Chicago Steel Limited Partnership, an Indiana limited partnership, to Kansallis-Osake-Pankki dated December 31, 1991 and recorded March 23, 1992, in the Office of the Recorder of Lake County, Indiana, as Document No. 92016929.

Mortgage and Leasehold Mortgage Modification Agreement, dated April 14, 1994 and recorded April 21, 1994 as Document No. 94030449, made by and between Chicago Steel Limited Partnership and Kansallis-Osake-Pankki.

(For further particulars, see record)

NOTE: Terms and provisions of a Notice of Security Interest dated August 19, 1993 and recorded April 14, 1994 as Document No. 94030647, made by Kansallis-Osake-Pankki.

(For further particulars, see record)

Security Interest in fixtures at captioned premises as shown by financing statement from Chicago Steel Limited Partnership to Kansallis-Osake-Pankki filed in the Office of the Recorder of Lake County, Indiana, on April 21, 1994 as Document No. 94001379A

3. Rights of Tinsplate, Inc. under unrecorded lease as disclosed by the following document

~~X. Subordination, Non-Disturbance and Attornment Agreement dated as of March 1, 1988 by and between First Bank National Association, a national banking association, formerly First National Bank of St. Paul ("Lender"), Chase Street Partners, an Illinois general partnership ("Lessor"), and Chicago Steel and Tinsplate, Inc., a Delaware Corporation ("Lessee"), recorded March 30, 1988 as Document No. 970342.~~

5. Rights of Chicago Steel and Tinsplate, Inc. under unrecorded lease as disclosed by the following document

~~X. Subordination, Non-Disturbance and Attornment Agreement by and between First Bank National Association, a national banking association, ("Lender"), Chase Street Partners, an Illinois general partnership ("Lessor"), and Chicago Steel and Tinsplate, Inc., a Delaware corporation ("Lessee"), dated March 28, 1988 and recorded June 1, 1988 as Document No. 979715.~~

TICOR TITLE INSURANCE COMPANY

SCHEDULE B - CONTINUED

LENDERS POLICY NO.: CO197918-2

7. UCC Financing Statement Number 306125, filed on October 23, 1990 with Gainer Bank as Secured Party and Tinline Partners International, Inc., as Debtor.
8. UCC Financing Statement Number 306213, filed on October 26, 1990 and amended December 14, 1990 as Document No. 306836 with Economic Development Department as Secured Party and Tinline Partners International, Inc., as Debtor.
9. Terms and provisions of a Notice of Security Interest dated August 19, 1993 and recorded September 1, 1993 as Document No. 93057482, made by Kansallis-Osake-Pankki.
(For further particulars, see record)
10. An Assignment of Leases and Rents.
Assignor: Chase Street Industrial Center, L.L.C.
Assignee: Bridgeview Bank and Trust Company, as agent for itself and other lenders
Recorded:
Document:
11. A security interest in certain real chattels affixed to the land as disclosed by the following financing statement.
Secured Party: Bridgeview Bank and Trust Company, as agent for itself and other lenders
Debtor : Chase Street Industrial Center, L.L.C.
Recorded :
Document :
12. INFORMATIONAL NOTE: Pending proceedings in an action for Judicial review filed August 17, 1995 by Chase Street Industrial Center vs. Board of Commissioners of the Gary Sanitary District and City of Gary in Lake Superior Court Cause No. 45D01-9508-CP-902.

