

Chicago Title Insurance Company

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

TENANT: G S ROOFING PRODUCTS CO., INC.  
97070379

LOAN NO. 97C-0119  
97 OCT 16 PM 1:29

SUBORDINATION, MORRIS W. CARTER  
NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

C 494316 LD

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT (this "Agreement") is entered into by and among G.S. Roofing Products Co., Inc. a New York Corporation ("Tenant"), whose address is 5525 MacArthur Blvd, Irving, Tx 75038 LONG MIDDENDORF CORPORATION, a Missouri corporation ("Landlord"), whose address is 3200 Sheffield Avenue, Hammond, Indiana, and HSA/WEXFORD BANCGRUOP, L.L.C., an Illinois limited liability company ("Lender"), whose address is 180 North Wacker Drive, Chicago, Illinois 60606.

WITNESSETH:

WHEREAS, Landlord is the owner in fee simple of the real property described in Exhibit A attached hereto, together with the improvements thereon (the "Property");

WHEREAS, Landlord or its predecessor and Tenant have entered into a certain Lease (as the same may have been or may hereafter be amended, modified, renewed, extended or replaced, the "Lease"), dated May 15, 1995, [and amended by Addendum, dated April 1, 1997,] leasing to Tenant a portion of the Property (the "Premises");

WHEREAS, Lender has agreed to make a certain mortgage loan to Landlord in the original principal amount of \$5,500,000.00 (the "Loan"), which will be evidenced by Landlord's Promissory Note in such amount (the "Note") and secured by, among other things, a certain Mortgage, Security Agreement and Fixture Filing (the "Security Instrument") and a certain Assignment of Leases and Rents (the "Assignment of Leases") encumbering the Property, which Security Instrument and Assignment of Leases are to be recorded contemporaneously herewith;

WHEREAS, Lender, Landlord and Tenant desire to confirm their understanding with respect to the Lease and the Loan and the rights of Tenant and Lender thereunder.

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

1. Subordination. Notwithstanding anything to the contrary set forth in the Lease, Tenant hereby subordinates and subjects the Lease and the leasehold estate created thereby and all of Tenant's rights thereunder to the Security Instrument and the liens thereof and all advances and rights of Lender thereunder and to any and all renewals, modifications, consolidations, replacements and extensions thereof, as fully and as if the Security Instrument and all of its renewals, modifications, consolidations, replacements and extensions had been executed, delivered and recorded prior to execution of the Lease. Without affecting the foregoing subordination, Lender may, from time to time: (a) extend, in whole or in part, by renewal or otherwise, the terms of payment or

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performance of any obligation secured by the Security Instrument; (b) release, surrender, exchange or modify any obligation secured by the Security Instrument, or any security for such obligation; or (c) settle or compromise any claim with respect to any obligation secured by the Security Instrument or against any person who has given security for any such obligation.

2. Non-Disturbance. If, at any time, Lender or any person or entity or any of their successors or assigns who shall acquire the interest of Landlord under the Lease through a foreclosure of the Security Instrument, the exercise of the power of sale under the Security Instrument, a deed-in-lieu of foreclosure, an assignment-in-lieu of foreclosure or otherwise (each, a "New Owner") shall succeed to the interests of Landlord under the Lease, so long as the Lease is then in full force and effect, Tenant complies with this Agreement and no default or event that, with the passage of time or giving of notice, or both, would constitute a default (collectively, a "Default") on the part of Tenant exists under the Lease, the Lease shall continue in full force and effect as a direct lease between the New Owner and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term thereof. Tenant hereby agrees to attorn to and accept any such New Owner as landlord under the Lease and to be bound by and perform all of the obligations imposed by the Lease, and Lender, or any such New Owner of the Property, agrees that it will not disturb the possession of Tenant and will be bound by all of the obligations imposed on the Landlord by the Lease; provided, however, that any New Owner shall not be:

(a) liable for any act or omission of a prior landlord (including Landlord) arising prior to the date upon which the New Owner shall succeed to the interests of Landlord under the Lease; or

(b) subject to any claims, offsets or defenses which Tenant might have against any prior landlord (including Landlord) arising prior to the date upon which the New Owner shall succeed to the interests of Landlord under the Lease; or

(c) bound by any rent or additional rent which Tenant might have paid in advance to any prior landlord (including Landlord) for a period in excess of one (1) month or by any security deposit, cleaning deposit or other prepaid charge which Tenant might have paid in advance to any prior landlord (including Landlord), except to the extent that such New Owner actually comes into exclusive possession of the same; or

(d) bound by any assignment (except as permitted by the Lease), surrender, release, waiver, cancellation, amendment or modification of the Lease made without the written consent of Lender; or

(e) responsible for the making of any improvement to the Property or repairs in or to the Property in the case of damage or destruction of the Property or any part thereof due to fire or other casualty or by reason of condemnation unless such New Owner shall be obligated under the Lease to make such repairs and shall have received insurance proceeds or condemnation awards sufficient to finance the completion of such repairs; or

(f) obligated to make any payment to Tenant except for the timely return of any security deposit actually received by such New Owner.

Nothing contained herein shall prevent Lender from naming or joining Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Security Instrument to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy, but such naming or joinder shall not be in derogation of the rights of Tenant as set forth in this Agreement.

3. Cure by Lender of Landlord Defaults. Tenant hereby agrees that from and after the date hereof, in the event of any act or omission by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate or cancel the Lease or to claim a partial or total eviction, or to abate or reduce rent, Tenant will not exercise any such right until it has given written notice of such act or omission to Lender, and Lender has failed within thirty (30) days after both receipt of such notice by Lender and the time when Lender shall have become entitled under the Security Instrument to remedy the same, to commence to cure such act or omission within such period and thereafter diligently prosecute such cure to completion, provided that in the event Lender cannot commence such cure without possession of the Property, Tenant will not exercise any such right if Lender commences judicial or non-judicial proceedings to obtain possession within such period and thereafter diligently prosecutes such efforts and cure to completion; further, Tenant shall not, as to Lender, require cure of any such act or omission which is not susceptible to cure by Lender.

4. Payments to Lender and Exculpation of Tenant. Tenant is hereby notified that the Lease and the rent and all other sums due thereunder have been assigned to Lender as security for the Loan. In the event that Lender or any future party to whom Lender may assign the Security Instrument notifies Tenant of a default under the Security Instrument and directs that Tenant pay its rent and all other sums due under the Lease to Lender or to such assignee, Tenant shall honor such direction without inquiry and pay its rent and all other sums due under the Lease in accordance with such notice. Landlord agrees that Tenant shall have the right to rely on any such notice from Lender or any such assignee without incurring any obligation or liability to Landlord, and Tenant is hereby instructed to disregard any notice to the contrary received from Landlord or any third party.

5. Estoppel. Tenant hereby states, declares, represents and warrants as follows:

(a) The description of the Lease in the recitals hereof is true, correct and complete, including all amendments, supplements and modifications thereto. Concurrently herewith, Tenant is delivering to Landlord a true, correct and complete copy of the Lease, certified to be so pursuant to a Certificate in the form attached hereto as Exhibit B, which is not intended to be recorded. Tenant has properly executed the Lease and the Lease is in full force and effect.

(b) As of the date of Tenant's execution hereof, Tenant is occupying and paying rent on a current basis for the following portions of the Premises (if all, so state) in the Lease:

Unit E 40,000 sq. ft. Building 2  
Unit D-2 20,000 sq. ft. Building 2

\_\_\_\_\_. The minimum monthly or base rent currently being paid by Tenant for said space pursuant to the terms of the Lease is \$ 13,875 per month. If applicable, percentage rent due under the Lease has been paid through N/A and the amount of percentage rent for the last period paid was \$ N/A (if none, so state). If applicable, common area maintenance, taxes, insurance

and other charges due under the Lease have been paid through None (if none, so state).

(c) With respect to the portions of the Premises referenced in subparagraph (b) above, Tenant has accepted possession thereof under the Lease, and all items of an executory nature relating thereto to be performed by Landlord have been completed, including, but not limited to, completion of construction thereof (and all other improvements required under the Lease) in accordance with applicable plans and specifications and within the time periods set forth in the Lease, and the payment by Landlord of any contribution towards work to be performed by Tenant under the Lease, except as follows (if none, so state): None

(d) The Premises shall be expanded by the addition of the following space on the dates hereinafter indicated (if none, so state): None

(e) Tenant acknowledges that the initial term of the Lease commenced on April 15, 1997 and shall expire on May 14, 1998 unless sooner terminated in accordance with the terms of the Lease. Tenant has no option to renew or extend the lease term, except as follows (if none, so state): One (1) Two (2) year renewal option  
Three (3) Three (3) year renewal option

(f) No Default on the part of Tenant exists under the Lease in the performance of the terms, covenants and conditions of the Lease required to be performed on the part of Tenant.

(g) No Default on the part of Landlord exists under the Lease in the performance of the terms, covenants and conditions of the Lease required to be performed on the part of Landlord.

(h) Tenant has not assigned, sublet, transferred, hypothecated or otherwise disposed of its interest in the Lease and/or the Premises, or any part thereof.

(i) There have been no promises or representations made to Tenant by Landlord concerning the Lease or the Premises not contained in the Lease.

(j) Neither the Lease nor any obligations of Tenant thereunder have been guaranteed by any person or entity, except as follows (if none, so state): None

(k) No hazardous substances are being (or have been or will be during the term of the Lease) generated, used, handled, stored or disposed of by Tenant on the Premises or on the Property in violation of any applicable laws, rules or regulations or the terms of the Lease.

(l) No rentals are accrued and unpaid under the Lease.

(m) No security or deposits as security have been made under the Lease, except for the sum of \$ 9,250. (if none, so state), in cash, which has been deposited by Tenant with Landlord pursuant to the terms of the Lease.

(n) Tenant has no defense as to its obligations under the Lease and asserts no setoff, claim or counterclaim against Landlord.

(o) Tenant has not received notice of any assignment, hypothecation, mortgage or pledge of Landlord's interest in the Lease or the rents or other amounts payable thereunder, except as follows (if none, so state): None

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(p) Tenant has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that Tenant has had or hereafter acquires any such right or option, the same is hereby acknowledged to be subject and subordinate to the Security Instrument and is hereby waived and released with respect to, and shall not be asserted against, any New Owner.

Whenever requested by Lender, Tenant shall, without charge, execute and deliver to Lender a written confirmation that the representations contained in this paragraph remain correct and complete (or specifying any matter to the contrary).

6. Limitation of Liability. Lender shall not, either by virtue of the Security Instrument, the Assignment of Leases or this Agreement, be or become a mortgagee-in-possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired the interest of Landlord in the Premises, by foreclosure or otherwise, and then such liability or obligation of Lender under the Lease shall extend only to those liabilities or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Premises as modified by the terms of this Agreement. In addition, upon such acquisition, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Premises. Furthermore, in the event of the assignment or transfer of the interest of Lender under this Agreement, all obligations and liabilities of Lender under this Agreement shall terminate and, thereupon, all such obligations and liabilities shall be the sole responsibility of the party to whom Lender's interest is assigned or transferred.

7. Notice. Any notice, demand, statement, request, consent or other communication made hereunder shall be in writing and delivered (i) personally, (ii) mailed by certified or registered mail, postage prepaid, return receipt requested or (iii) by depositing the same with FedEx or another reputable private courier service, postage prepaid, for next business day delivery, to the parties at their addresses first set forth above and shall be deemed given when delivered personally, or four (4) Business Days after being placed in the United States mail, if sent by certified or registered mail, or one (1) business day after deposit with such private courier service. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, demand or request sent. By giving to the other parties hereto at least fifteen (15) days' prior written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses to any other address within the United States of America. Tenant agrees to send a copy of any notice or statement under the Lease to Lender at the same time such notice or statement is sent to Landlord.

8. Miscellaneous.

(a) In the event of any conflict or inconsistency between the provisions of this Agreement and the Lease, the provisions of this Agreement shall govern; provided, however, that the foregoing shall in no way diminish Landlord's obligations or liability to Tenant under the Lease. Lender's enforcement of any provisions of this Agreement or the Security Instrument shall not entitle Tenant to claim any interference with the contractual relations between Landlord or Tenant or give rise to any claim or defense against Lender with respect to the enforcement of such provisions.

(b) Tenant agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

(c) Tenant agrees that it will not subordinate the Lease to the lien of any mortgage or deed of trust other than the Security Instrument for so long as the Security Instrument shall remain a lien on the Property.

(d) This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the interest of Tenant under this Agreement may not be assigned or transferred without the prior written consent of Lender.

(e) The captions appearing under the paragraph number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

(f) If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

(h) This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same agreement.

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STATE OF INDIANA )

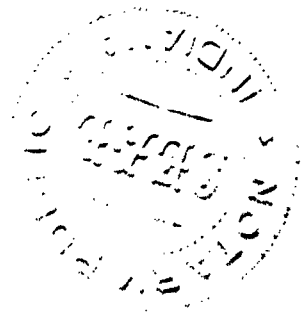
COUNTY OF LAKE )

) SS: 307-46-3896

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Garland Middendorf as SECRETARY of LONG MIDDENDORF CORPORATION,\* who having been duly sworn upon his/her oath acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

\*and John W. Smith, Director Product Management of GS Roofing Products <sup>PHW</sup>  
Witness my hand and Notarial Seal this 29 day of September, 1997.

Pauline K Umfleet  
Pauline K Umfleet, Notary Public  
residing in LAKE County,  
Indiana



My Commission Expires:

2-3-98

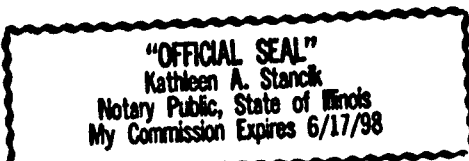
STATE OF ~~INDIANA~~ ILLINOIS

COUNTY OF COOK )

) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Garland Middendorf as Secy. of LONG MIDDENDORF CORPORATION, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

Witness my hand and Notarial Seal this 29 day of Sept., 1997.



Kathleen Stanek  
Kathleen Stanek, Notary Public  
residing in COOK County,  
Indiana IL

My Commission Expires:

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(i) This Agreement cannot be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act on the part of Tenant, Landlord or Lender, but only by an agreement in writing signed by the party against whom enforcement of any alteration, modification, amendment, waiver, extension, change, discharge or termination is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth adjacent to their signatures below to be effective as of the date of the Security Instrument.

Date: SEPT. 19, 1997

TENANT:

GS ROOFING PRODUCTS

By: John W. Smith  
Name: JOHN W. SMITH  
Title: DIRECTOR PRODUCT MANAGEMENT

Date: Sept 29, 1997

LANDLORD:

LONG MIDDENDORF CORPORATION, a Missouri corporation

By: Garland Middendorf  
Name: Garland Middendorf  
Title: Secretary

Date: \_\_\_\_\_, 1997

LENDER:

HSA/WEXFORD BANGROUP, L.L.C., an Illinois limited liability company

By: Steve Beck  
Name: Steve Beck  
Title: (S)

WHEN RECORDED, RETURN TO:

GARFIELD & MEREL, LTD.  
211 West Wacker Drive  
15th Floor  
Chicago, Illinois 60606

KSTAVISAIWOLFSNDA



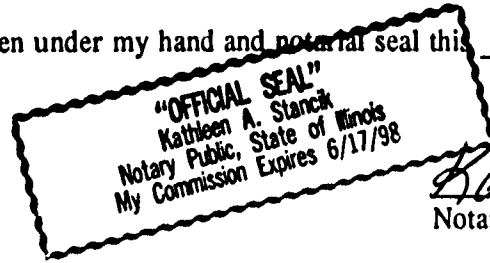
ATTN: Richard A. Merel

KSTAVISA WOLFSNDA

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF COOK         )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Steve Byers the CEO of HSA/WEXFORD BANCGROUP, L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13 day of Oct., 1997.



Kathleen Stancik  
Notary Public

**EXHIBIT A**

**Description of Land**

PARCEL 1: PART OF THE SOUTH HALF OF FRACTIONAL SECTION 13, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH HALF OF FRACTIONAL SECTION 13, BEING A POINT ON THE LINE BETWEEN THE STATES OF INDIANA AND ILLINOIS; THENCE SOUTH 89 DEGREES 10 MINUTES 39 SECONDS EAST, ALONG THE NORTH LINE OF

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-SCHEDULE A CONTINUED-

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SAID SOUTH HALF OF FRACTIONAL SECTION 13, A DISTANCE OF 980.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 10 MINUTES 39 SECONDS EAST, ALONG SAID NORTH LINE, 1022.85 FEET TO THE WEST LINE OF THE NORTHERN INDIANA PUBLIC SERVICE COMPANY 150 FOOT RIGHT OF WAY; THENCE SOUTH 00 DEGREES 17 MINUTES 47 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE, BEING A LINE 190 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID FRACTIONAL 13, A DISTANCE OF 1547.12 FEET TO A POINT THAT IS 1129.35 (AS MEASURED ALONG SAID WEST LINE OF SAID 150 FOOT RIGHT OF WAY) NORTH OF THE LINE BETWEEN SAID FRACTIONAL SECTION 13 AND FRACTIONAL SECTION 24, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH 89 DEGREES 43 MINUTES 13 SECONDS WEST, 1022.38 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 14 SECONDS WEST, 1566.79 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM:

A. PARCEL DESIGNATED AS PARCEL 1-L IN QUIT CLAIM DEED TO INDIANA TOLL ROAD COMMISSION DATED MAY 10, 1957 AND RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, ON JUNE 24, 1957, IN DEED RECORD 1065, PAGE 214;

B. PARCEL DESIGNATED AS PARCEL 1-L-6 IN QUIT CLAIM DEED TO STATE OF INDIANA DATED JULY 8, 1959 AND RECORDED IN SAID RECORDER'S OFFICE ON OCTOBER 14, 1959, IN DEED RECORD 1129, PAGE 122;

C. PART OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 13, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 20 MINUTES 50 SECONDS EAST, 108.86 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 20 MINUTES 50 SECONDS EAST, 26.03 FEET ALONG SAID NORTH LINE WHICH IS THE NORTH LINE OF THE OWNER'S LAND TO THE WEST BOUNDARY OF THE INDIANA TOLL ROAD WHICH IS THE EASTERN LINE OF THE OWNER'S LAND; THENCE SOUTH 14 DEGREES 32 MINUTES 24 SECONDS EAST, 212.28 FEET ALONG SAID WEST BOUNDARY AND SAID EASTERN LINE; THENCE SOUTH 00 DEGREES 30 MINUTES 10 SECONDS WEST, 299.24 FEET CONTINUING ALONG SAID EASTERN LINE; THENCE NORTH 08 DEGREES 37 MINUTES 38 SECONDS WEST, 511.25 FEET TO THE POINT OF BEGINNING.

PARCEL 2: PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTHERLY ON THE WEST LINE OF SAID QUARTER QUARTER SECTION, 180.03 FEET TO THE SOUTH LINE OF 129TH STREET; THENCE EASTERLY ON THE SOUTH LINE OF 129TH STREET, 86.40 FEET TO A POINT WHICH IS 150.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE INDIANA EAST-WEST TOLL ROAD (A CENTERLINE SURVEY MAP WHICH IS ON FILE IN THE OFFICE OF THE RECORDER OF LAKE COUNTY,

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-SCHEDULE A CONTINUED-

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INDIANA); THENCE SOUTHEASTERLY PARALLEL WITH SAID TOLL ROAD CENTERLINE, 187.40 FEET TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE WESTERLY ON THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 134.94 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM A PARCEL OF LAND 25 FEET WIDE ALONG THE ENTIRE EAST SIDE EXTENDING FROM THE NORTH PROPERTY LINE TO THE SOUTH PROPERTY LINE AS CONVEYED TO THE INDIANA HARBOR BELT RAILROAD COMPANY BY WARRANTY DEED DATED MARCH 12, 1963 AND RECORDED APRIL 24, 1963, IN DEED RECORD 1232, PAGE 268.

PARCEL 3: RIGHT AND EASEMENT AS CREATED IN THAT CERTAIN QUIT CLAIM DEED DATED JANUARY 7, 1974 AND RECORDED APRIL 9, 1974, AS DOCUMENT NO. 246564, MADE BY THE UNITED STATES OF AMERICA TO FLORA B. LONG, GARLAND A. MIDDENDORF AND SYDNEY A. MIDDENDORF, HUSBAND AND WIFE, AND EWELL E. LONG AND VIOLA B. LONG, HUSBAND AND WIFE, TO GO UPON, OVER AND ACROSS AND TO USE FOR A PERMANENT AND PERPETUAL EASEMENT FOR ROAD ACCESS PURPOSES, THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

A PART OF THE SOUTH HALF OF FRACTIONAL SECTION 13, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 WITH THE WEST LINE OF THE RIGHT OF WAY OF NORTHERN INDIANA PUBLIC SERVICE COMPANY, SAID WEST LINE BEING 190 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 13; THENCE SOUTH 00 DEGREES 17 MINUTES 47 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1547.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 43 MINUTES 13 SECONDS WEST, A DISTANCE OF 46.5 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 47 SECONDS EAST, A DISTANCE OF 1123.5 FEET; THENCE SOUTHEASTERLY ON A DIRECT LINE TO A POINT ON THE WEST LINE OF THE RIGHT OF WAY OF NORTHERN INDIANA PUBLIC SERVICE COMPANY, WHICH IS 1151.83 FEET ON A DIRECTION OF SOUTH 00 DEGREES 17 MINUTES 47 SECONDS EAST, FROM THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 17 MINUTES 47 SECONDS WEST, A DISTANCE OF 1151.83 FEET TO THE POINT OF BEGINNING.

PARCEL 4: RIGHT AND EASEMENT AS CREATED IN THAT CERTAIN QUIT CLAIM DEED DATED JANUARY 7, 1974 AND RECORDED APRIL 9, 1974, AS DOCUMENT NO. 246564, MADE BY THE UNITED STATES OF AMERICA TO FLORA B. LONG, GARLAND A. MIDDENDORF AND SYDNEY A. MIDDENDORF, HUSBAND AND WIFE, AND EWELL E. LONG AND VIOLA B. LONG, HUSBAND AND WIFE, TO GO UPON, OVER AND ACROSS AND TO USE A NON-EXCLUSIVE, PERMANENT AND PERPETUAL EASEMENT FOR ROAD ACCESS PURPOSES OVER AND ACROSS THE FOLLOWING DESCRIBED TRACTS OF REAL ESTATE, TO-WIT:

A. THAT PART OF THE SOUTH 80 FEET OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 13, AND OF THE NORTH 80 FEET OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 24, BOTH IN TOWNSHIP 37 NORTH, RANGE 10

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-SCHEDULE A CONTINUED-

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WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, WHICH LIES WITHIN THE RIGHT OF WAY OF NORTHERN INDIANA PUBLIC SERVICE COMPANY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SOUTH 80 FEET WITH THE WEST LINE OF SAID RIGHT OF WAY AS THE SAME IS NOW MONUMENTED AND OCCUPIED, BEING A LINE 190 FEET, MORE OR LESS, EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHEAST AND NORTHEAST QUARTERS; THENCE SOUTH 89 DEGREES 39 MINUTES 10 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTH 80 FEET, A DISTANCE OF 120.24 FEET TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY; THENCE SOUTH 14 DEGREES 15 MINUTES 20 SECONDS WEST, ALONG SAID WESTERLY RAILROAD RIGHT OF WAY LINE, A DISTANCE OF 82.42 FEET TO THE SECTION LINE BETWEEN SAID SOUTHEAST AND NORTHEAST QUARTERS; THENCE NORTH 89 DEGREES 39 MINUTES 10 SECONDS WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1.33 FEET; THENCE SOUTHWESTWARDLY, CONTINUING ALONG SAID WESTERLY RAILROAD RIGHT OF WAY LINE, BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1399.69 FEET AND CONVEX SOUTHEASTERLY, A DISTANCE OF 84.18 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID NORTH 80 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 10 SECONDS WEST, ALONG SAID SOUTH LINE OF NORTH 80 FEET, A DISTANCE OF 71.16 FEET TO ITS INTERSECTION WITH SAID WEST RIGHT OF WAY LINE OF NORTHERN INDIANA PUBLIC SERVICE COMPANY; THENCE NORTH 00 DEGREES 17 MINUTES 47 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 160.01 FEET TO THE POINT OF BEGINNING.

B. THAT PART OF THE SOUTH 80 FEET OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 13 AND A PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 24, BOTH IN TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, WHICH LIES WITHIN THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SOUTH 80 FEET AND THE WESTERLY LINE OF SAID RIGHT OF WAY, BEING A POINT 310.24 FEET, MORE OR LESS, EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER AND RUNNING THENCE SOUTH 89 DEGREES 39 MINUTES 10 SECONDS EAST, ALONG SAID NORTH LINE OF SOUTH 80 FEET, A DISTANCE OF 103.02 FEET TO THE EASTERLY LINE OF SAID RIGHT OF WAY; THENCE SOUTH 14 DEGREES 15 MINUTES 20 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 82.42 FEET TO THE SECTION LINE BETWEEN SAID SOUTHEAST AND NORTHEAST QUARTERS; THENCE NORTH 89 DEGREES 39 MINUTES 10 SECONDS WEST, ALONG SAID SECTION LINE, A DISTANCE OF 35.69 FEET TO ITS INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE TO THE SOUTHWEST OF SAID RAILROAD COMPANY; THENCE SOUTHWESTWARDLY ALONG THE LAST MENTIONED RIGHT OF WAY LINE, BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1465.69 FEET AND CONVEX SOUTHEASTERLY, A DISTANCE OF 111.80 FEET; THENCE NORTH 20 DEGREES 53 MINUTES WEST, A DISTANCE OF 24.84 FEET; THENCE NORTH 72 DEGREES 13 MINUTES WEST, A DISTANCE OF 10.88 FEET TO THE SOUTH LINE OF THE NORTH 80 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 39 MINUTES 10 SECONDS WEST, ALONG SAID SOUTH LINE OF NORTH 80 FEET, A DISTANCE OF

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41.26 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY; THENCE NORTHEASTWARDLY ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1399.69 FEET AND CONCENTRIC WITH THE HEREINBEFORE MENTIONED ARC OF 1465.69 FOOT RADIUS, A DISTANCE OF 84.18 FEET TO ITS INTERSECTION WITH SAID SECTION LINE; THENCE SOUTH 89 DEGREES 39 MINUTES 10 SECONDS EAST ALONG SAID SECTION LINE, A DISTANCE OF 1.33 FEET; THENCE NORTH 14 DEGREES 15 MINUTES 20 SECONDS EAST ALONG THE WESTERLY RIGHT OF WAY LINE, TO THE NORTHEAST, OF SAID RAILROAD COMPANY, A DISTANCE OF 82.42 FEET TO THE POINT OF BEGINNING.

C. THAT PART OF THE NORTH 80 FEET OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 24, TOWNSHIP 37 NORTH, RANE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF THE PARCEL OF LAND 100 FEET IN WIDTH CONVEYED BY JESSE P. LYMAN AND M. LYMAN, HIS WIFE, TO THE HAMMOND AND BLUE ISLAND RAILWAY COMPANY BY DEED DATED MAY 8, 1896 AND RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, ON SEPTEMBER 15, 1896, IN BOOK 79, PAGE 249, WITH THE NORTH LINE OF SAID FRACTIONAL SECTION 24; THENCE NORTH 89 DEGREES 39 MINUTES 10 SECONDS WEST ALONG SAID SECTION LINE, A DISTANCE OF 35.69 FEET TO ITS INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE, TO THE SOUTHWEST, OF SAID RAILROAD COMPANY; THENCE SOUTHWESTERLY ALONG THE LAST MENTIONED RIGHT OF WAY LINE, BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1465.69 FEET AND CONVEX SOUTHEASTERLY, A DISTANCE OF 42.37 FEET; THENCE SOUTH 72 DEGREES 13 MINUTES EAST, A DISTANCE OF 7.07 FEET; THENCE SOUTH 20 DEGREES 53 MINUTES EAST, A DISTANCE OF 39.95 FEET TO THE SOUTH LINE OF SAID NORTH 80 FEET; THENCE NORTHEASTERLY ON A STRAIGHT LINE TO THE PLACE OF BEGINNING.

D. THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 24, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 80 FEET OF SAID NORTHEAST QUARTER WITH THE EASTERLY LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY, BEING A POINT 331.11 FEET, MORE OR LESS, EAST OF THE WEST LINE OF SAID NORTHEAST QUARTER AND RUNNING THENCE NORTHEASTWARDLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1465.69 FEET AND CONVEX SOUTHEASTERLY, A DISTANCE OF 41.42 FEET; THENCE SOUTH 72 DEGREES 13 MINUTES EAST, A DISTANCE OF 7.07 FEET; THENCE SOUTH 20 DEGREES 53 MINUTES EAST, A DISTANCE OF 549.12 FEET; THENCE SOUTH 43 DEGREES 50 MINUTES 37 SECONDS EAST, A DISTANCE OF 243.59 FEET TO THE WESTERLY LINE OF SHEFFIELD AVENUE IN THE CITY OF HAMMOND; THENCE SOUTH 14 DEGREES 15 MINUTES WEST ALONG SAID WESTERLY STREET LINE, A DISTANCE OF 271.50 FEET; THENCE NORTH 16 DEGREES 58 MINUTES 56 SECONDS WEST, A DISTANCE OF

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164.91 FEET; THENCE NORTH 20 DEGREES 53 MINUTES WEST, A DISTANCE OF 226.06 FEET; THENCE NORTH 46 DEGREES 13 MINUTES 32 SECONDS WEST, A DISTANCE OF 105.45 FEET; THENCE NORTH 18 DEGREES 56 MINUTES WEST, A DISTANCE OF 300.19 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES WEST, A DISTANCE OF 143.99 FEET; THENCE NORTH 46 DEGREES 13 MINUTES 32 SECONDS WEST, A DISTANCE OF 92.80 FEET TO THE HEREINBEFORE MENTIONED EASTERLY RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY; THENCE NORTHEASTWARDLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING THE ARC OF SAID CIRCLE HAVING A RADIUS OF 1465.69 FEET AND CONVEX SOUTHEASTERLY, A DISTANCE OF 279.30 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED EASEMENT AREA THE FOLLOWING PROPERTY:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 24, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, WHICH IS 190 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 75 FEET TO A POINT; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 80 FEET TO A POINT; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 75 FEET TO A POINT; THENCE NORTH PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 80 FEET TO THE POINT OF BEGINNING.



EXHIBIT B

CERTIFICATE REGARDING LEASE

LOAN NO. \_\_\_\_\_

CERTIFICATE REGARDING LEASE

The undersigned ("Tenant"), hereby certifies to HSA/WEXFORD BANGROUP, L.L.C., an Illinois limited liability company, its successors and assigns, that attached hereto is a true, correct and complete copy of the Lease, including all amendments and modifications thereto, if any, between Tenant, as tenant, and LONG MIDDENDORF CORPORATION, as landlord, with respect to the premises located at 3200 Sheffield Avenue, Hammond, Indiana.

Executed this 19<sup>th</sup> day of SEPTEMBER, 1997.

TENANT: GS ROOFING PRODUCTS

By: John W. Smith  
Name: JOHN W. SMITH  
Title: DIRECTOR-PRODUCT MANAGEMENT