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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 DEC 14 PM 1:42

MICHAEL A. BROWN
RECORDER

FILED

DEC 14 2007

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), by and between **LONG-MIDDENDORF CORPORATION**, a Missouri corporation (the "**Grantor**") and **WOLF LAKE TERMINALS INC.**, a Missouri corporation (the "**Grantee**") made this 13 day of December 2007 (the "**Effective Date**"). Both Grantor and Grantee are "**Parties**" and individually, each is a "**Party**" to this Agreement.

RECITALS

WHEREAS, Grantor is the holder of fee simple title to the property described on Exhibit A attached hereto and made a part hereof ("**Grantor's Property**").

WHEREAS, Grantee leases certain property from Grantor on Grantor's Property and, with the consent and knowledge of Grantor, has installed certain railroad tracks located along the westerly boundary of Grantor's Property, as shown on Exhibit B attached hereto and made a part hereof ("**Grantee's Railroad Track**").

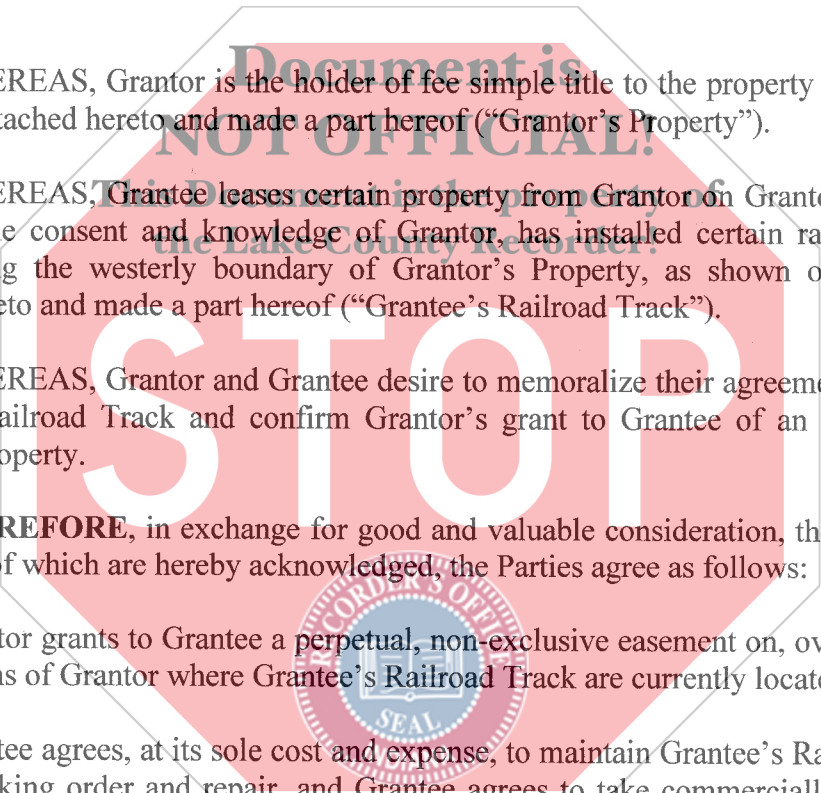
WHEREAS, Grantor and Grantee desire to memorialize their agreement regarding Grantee's Railroad Track and confirm Grantor's grant to Grantee of an easement on Grantor's Property.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.1 Grantor grants to Grantee a perpetual, non-exclusive easement on, over and about those portions of Grantor where Grantee's Railroad Track are currently located.

1.2 Grantee agrees, at its sole cost and expense, to maintain Grantee's Railroad Track in good working order and repair, and Grantee agrees to take commercially reasonable precautions to insure safety and security of Grantor's Property and to protect Grantor's and Grantee's respective tenants, invitees, contractors and employees.

1.3 TO THE FULLEST AND BROADEST EXTENT ALLOWED UNDER THE LAW, GRANTEE MUST INDEMNIFY, DEFEND AND HOLD HARMLESS, GRANTOR, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (THE



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“INDEMNIFIED PARTIES”) AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS FEES OR FINES INVOLVING GRANTEE’S RAILROAD TRACK.

1.4 Grantee shall maintain, at its cost and expense, property and general liability insurance in an amount required by Grantee’s lease with Grantor covering Grantee’s Railroad Track, or not so stated therein in commercially reasonable amounts.

1.5 Grantee shall not cause any liens or mortgages to attach to Grantee’s Railroad Track unless it receives prior written permission from Grantor, which Grantor may condition, but may not unreasonably withhold or delay.

1.6 Grantee’s obligations under Sections 1.3, 1.4, and 1.5 shall survive termination of this Agreement until the day after any applicable statute of limitation tolls.

1.7 Miscellaneous

(a) This Agreement shall run with the land and shall be binding upon, and shall inure to the benefit of, the respective heirs, successors, and assigns of the Parties.

(b) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Indiana, without giving effect to its principles of conflict of laws.

(c) Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail or by any private package courier company (e.g., Federal Express) if sent to the respective address of each Party as set forth below (which each Party may amend upon written notice):

If to Grantor:

Wolf Lake Industrial Center
3200 Sheffield Avenue
Hammond, Indiana 46327
Attn: Ewell Long

If to Grantee:

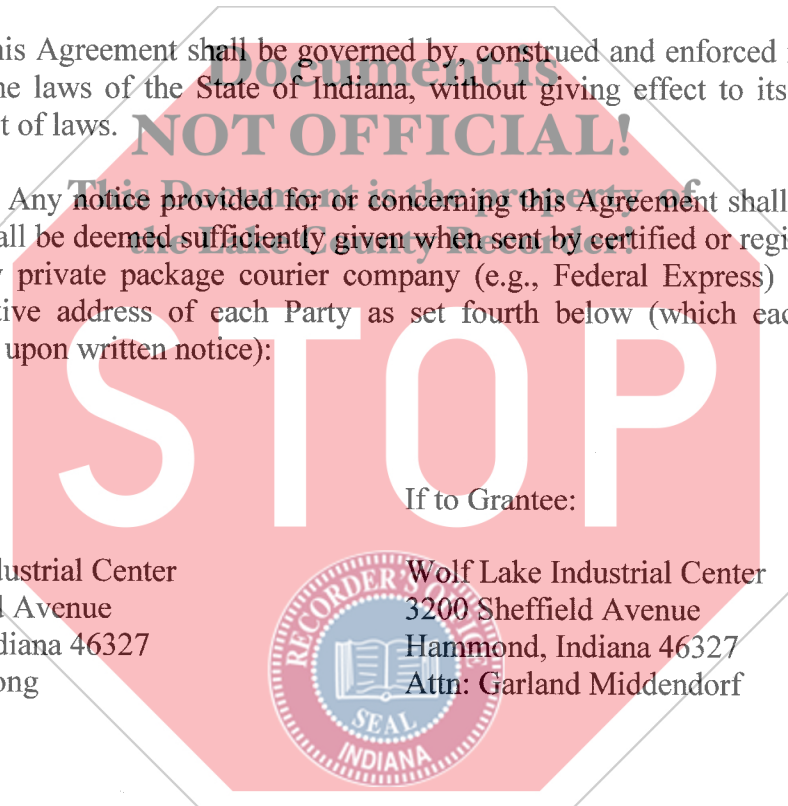
Wolf Lake Industrial Center
3200 Sheffield Avenue
Hammond, Indiana 46327
Attn: Garland Middendorf

With Copy to its Counsel:

Joel M. Carlins and Associates, Ltd.
303 East Wacker Drive, Suite 2750
Chicago, IL 60601
Attn: Kimberly Sharon

With Copy to its Counsel:

Joel M. Carlins and Associates, Ltd.
303 East Wacker Drive, Suite 2750
Chicago, IL 60601
Attn: Kimberly Sharon



(d) The failure of either Party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of the Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

(e) Grantor has the right to enforce any covenant or condition pursuant to its grant of this easement and may seek any and all actions at law or equity to enforce its rights. Grantee shall pay all fees and costs associated with Grantee's efforts to enforce its rights (including reasonable attorney's fees).

(f) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding on either Party except to the extent incorporated in this Agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS, each Party has caused this Agreement to be executed on the Execution Date written above.

This Document is the property of the Lake County Recorder!

LONG-MIDDENDORF CORPORATION,
a Missouri corporation

WOLF LAKE TERMINALS, INC.,
a Missouri corporation

By: Ewell Long
Its: President

By: Gail M. Middelton
Its: President

Attest, Grantor:

Attest, Grantee:

Ewell Long

GAIL AND MIDDENDORF

Sworn before me this 7TH day of Dec, 2007

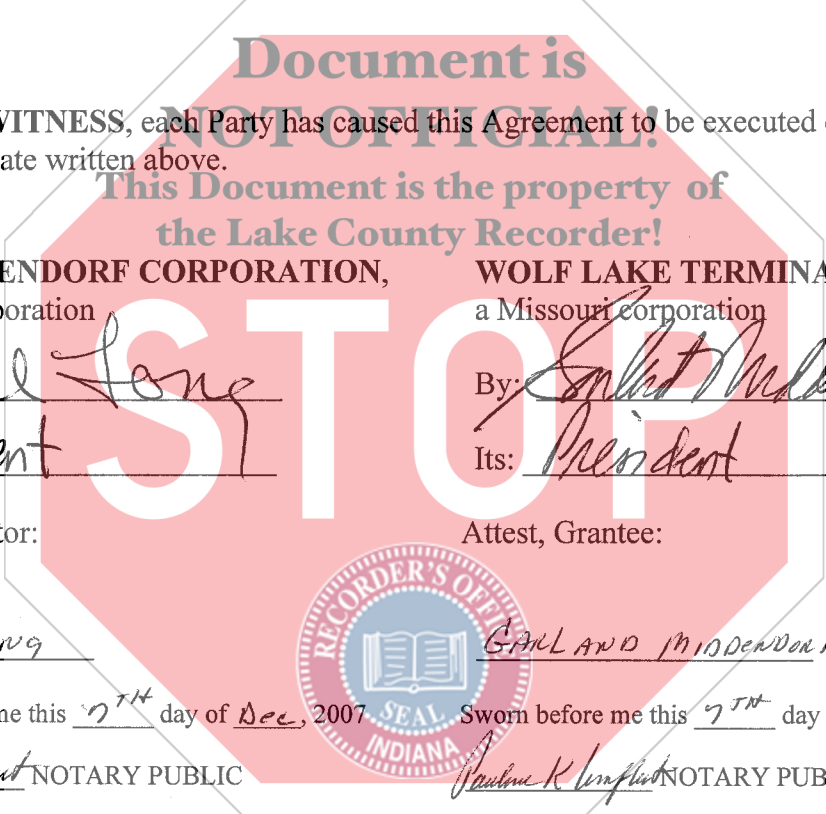
Sworn before me this 7TH day of Dec, 2007

Pauline K. Vimpert NOTARY PUBLIC

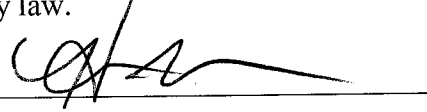
Pauline K. Vimpert NOTARY PUBLIC

My Commission expires: 2-3-2008

My Commission expires: 2-3-2008



I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

A handwritten signature in black ink, appearing to be 'J. Carlins', is written over a horizontal line.

Document prepared by and after recording return to:
Kimberly Sharon
Joel M. Carlins and Associates, Ltd.
303 East Wacker Dr., Suite 2750
Chicago, IL 60601

EXHIBIT A

DESCRIPTION OF GRANTOR'S PROPERTY
[ATTACHED]



EXHIBIT "A"

File No.: **NCS-318809-CHI2**

Policy No.:

Real property in the City of Hammond, County of Lake, State of Indiana, described as follows:

Parcel 1: (Fee)

A parcel of land in the South 1/2 of Fractional Section 13, Township 37 North, Range 10 West of the 2nd P.M. in Lake County, Indiana, described as follows: Commencing at the N.W. corner of said South 1/2 of Fractional Section 13, being a point on the line between the States of Indiana and Illinois; thence south 89 degrees 10 minutes 29 seconds East along the North line of said South 1/2 of Fractional Section 13, 965.94 feet to the point of beginning; thence continuing South 89 degrees 10 minutes 39 seconds East along said North line, 1037.74 feet to the West line of the 150 foot right of way of the Northern Indiana Public Service Company; thence South 0 degrees 17 minutes 47 seconds East along said West right of way line, being a line 190 feet more or less, East of and parallel to the West line of the Southeast 1/4 of said Fractional Section 13, 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, 1037.57 feet; thence North 0 degrees 17 minutes 42 seconds West, 1567.07 feet to the point of beginning.

Excepting therefrom parcel designated as parcel 1-L in Quitclaim 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 Book 1065 at page 214.

Also Excepting therefrom parcel designated as parcel 1-L-6 in Quitclaim Deed to State of Indiana dated July 8, 1959 and recorded in said Recorder's Office on October 14, 1959 in Deed Record Book 1129 at page 122.

Containing less said exceptions, 36.9584 acres, more or less.

Also Excepting: 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: (Fee)

Part of the Southwest Quarter of the Northeast Quarter of Section 13, Township 37 North, Range 10 West of the Second Principal Meridian, bounded and 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 center line of the Indiana East-West Toll Road (a centerline survey map which is on file in the office of the Recorder of Lake County, 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: (Easement)

Permanent and perpetual 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 E. Long, Garland A. Middendorf and Sydney A. Middendorf, husband and wife, and Ewell E. Long and Viola B. Long, husband and wife.

Parcel 4: (Easement)

A Non-exclusive, permanent and perpetual easement for road access purposes 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.

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.

Commonly Known As: 3200 Sheffield Ave., Hammond, IN

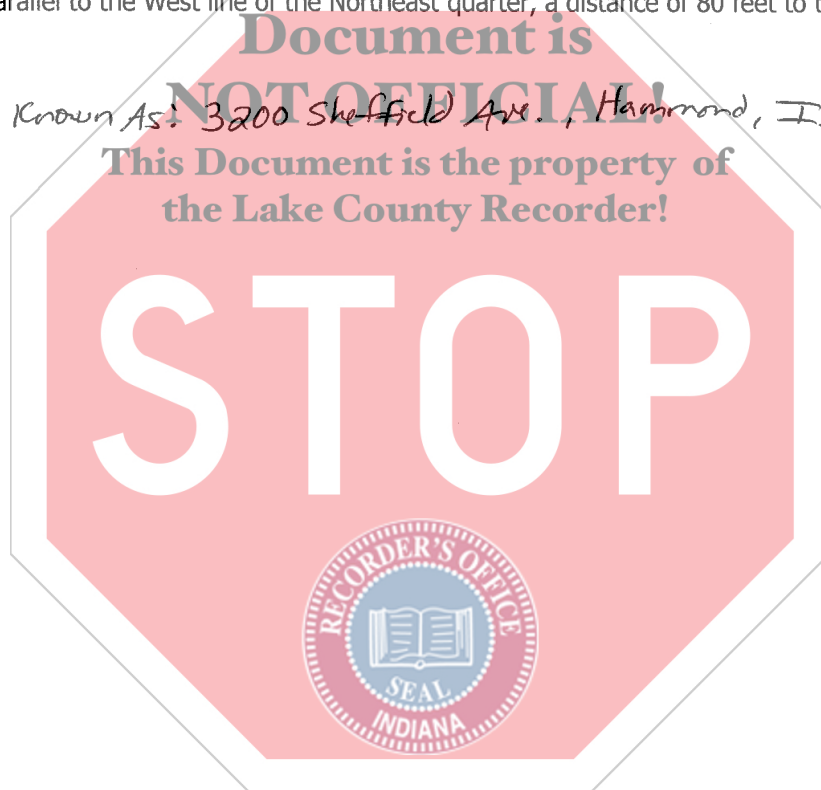


EXHIBIT B

SEE ATTACHED SURVEY OF GRANTEE'S RAILROAD TRACK



