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2010 004397

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 JAN 25 AM 11:00

CAROLYN J. POLLARD
ACTING RECORDER

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
TINLEY PARK MAIN
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

WHEN RECORDED MAIL TO:

First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

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NOT OFFICIAL!
LANDLORD'S ESTOPPEL CERTIFICATE**

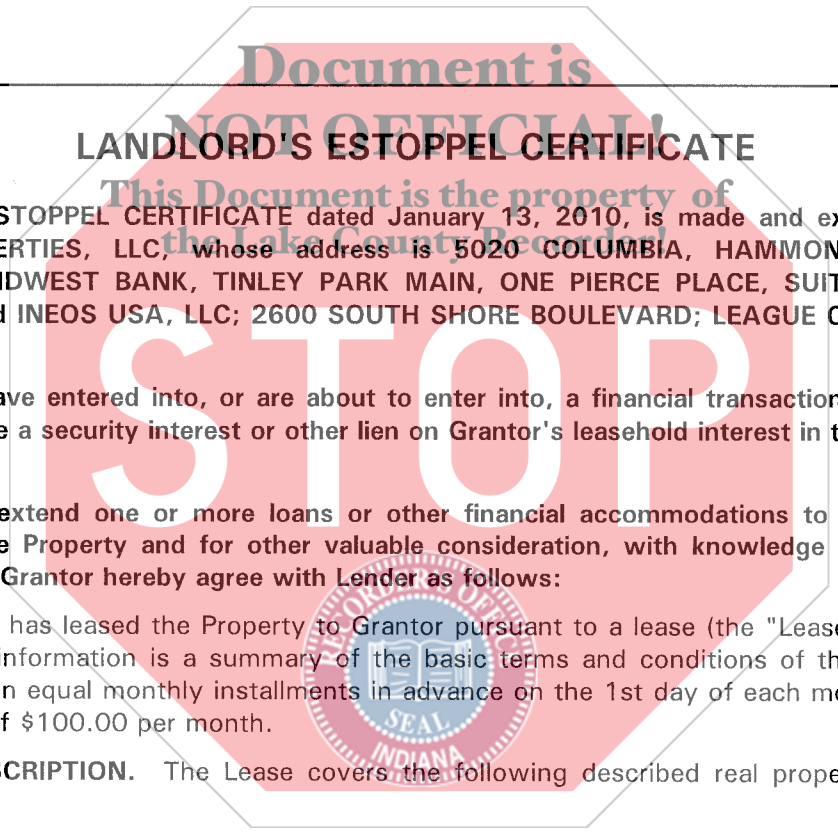
THIS LANDLORD'S ESTOPPEL CERTIFICATE dated January 13, 2010, is made and executed among TILDE COMMERCIAL PROPERTIES, LLC, whose address is 5020 COLUMBIA, HAMMOND, IN 463271758 ("Grantor"); FIRST MIDWEST BANK, TINLEY PARK MAIN, ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 ("Lender"); and INEOS USA, LLC; 2600 SOUTH SHORE BOULEVARD; LEAGUE CITY, TX 775730000 ("Landlord").

Grantor and Lender have entered into, or are about to enter into, a financial transaction whereby Lender has acquired or will acquire a security interest or other lien on Grantor's leasehold interest in the Property described below.

To induce Lender to extend one or more loans or other financial accommodations to Grantor against such security interest in the Property and for other valuable consideration, with knowledge that Lender is relying thereon, Landlord and Grantor hereby agree with Lender as follows:

THE LEASE. Landlord has leased the Property to Grantor pursuant to a lease (the "Lease") dated January 13, 2010. The following information is a summary of the basic terms and conditions of the Lease: The Ground Rent shall be payable in equal monthly installments in advance on the 1st day of each month, payable in equal monthly installments of \$100.00 per month.

REAL PROPERTY DESCRIPTION. The Lease covers the following described real property, together with all



25.00

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LANDLORD'S ESTOPPEL CERTIFICATE
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improvements thereon (the "Real Property") located in LAKE County, State of Indiana:

See EXHIBIT "A", which is attached to this Certificate and made a part of this Certificate as if fully set forth herein.

The Real Property or its address is commonly known as 2300 STANDARD AVENUE, WHITING, IN 463942162. The Real Property tax identification number is 45-03-08-400-004.000-025.

ESTOPPEL. Landlord and Grantor hereby jointly and severally represent and warrant to Lender that:

Lease in Effect. The Lease (i) has been duly executed and accepted by Landlord and Grantor, (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally, except as reflected in the copy of the Lease provided to Lender.

No Default. As of the date of this Certificate, (i) all conditions and obligations to be performed by either Landlord or Grantor under the Lease, to the date hereof, have been satisfied; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of either Landlord or Grantor under the Lease, including any against rents due or to become due under the terms of the Lease.

Entire Agreement. The Lease constitutes the entire agreement between Landlord and Grantor with respect to the Lease of the Property.

No Prepaid Rent. No deposits or prepayments of rent have been made in connection with the Lease, except as may be described above in the summary description of the Lease.

AGREEMENTS. Landlord and Grantor hereby jointly and severally agree with Lender that, during all such times as Lender is the beneficiary of the security interest in the Property described above:

Modification, Termination and Cancellation. Landlord and Grantor will not consent to any modification, termination or cancellation of the Lease unless Lender first consents thereto in writing.

Notice of Default. Landlord will notify Lender in writing concurrently with any notice given to Grantor of any breach or default on the part of Grantor under the Lease, and Landlord agrees that Lender shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Landlord will not declare a default of the Lease, if Lender cures such default within thirty (30) days from and after expiration of the time period provided in the Lease for the cure thereof by Grantor; provided, however, that if such default cannot with diligence be cured by Lender within such thirty (30) day period, the commencement of action by Lender within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence.

MISCELLANEOUS PROVISIONS. This Certificate shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Certificate. This Certificate shall be governed by and construed in accordance with the laws of the State of Indiana. If Landlord is other than an individual, any agent or other person executing this Certificate on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Certificate on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Certificate unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Certificate shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision.

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(Continued)

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GRANTOR AND LANDLORD EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S ESTOPPEL CERTIFICATE, AND EACH AGREES TO ITS TERMS. THIS CERTIFICATE IS DATED JANUARY 13, 2010.

GRANTOR:

TILDE COMMERCIAL PROPERTIES, LLC

By: John M. Marsch MEMBER
JOHN M. MARSCH, Member of TILDE COMMERCIAL PROPERTIES, LLC

By: Ronald A. Owen a/k/a Ron Owen MEMBER
RONALD A. OWEN a/k/a RON OWEN, Member of TILDE COMMERCIAL PROPERTIES, LLC

LANDLORD:

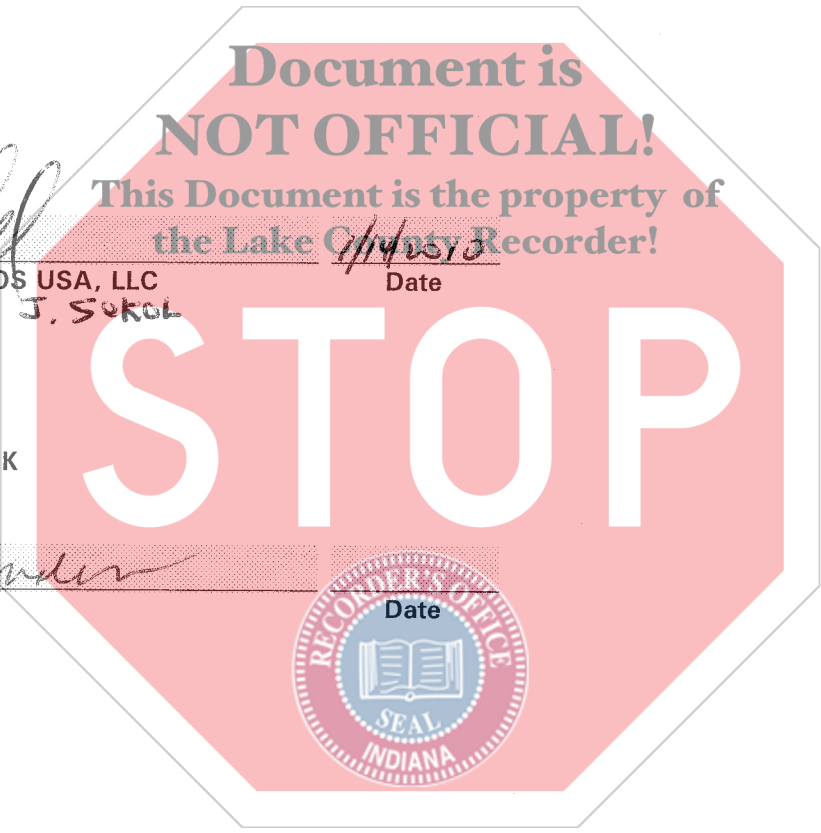
INEOS USA, LLC

By: [Signature] 1/14/2010
Signature for INEOS USA, LLC Date
ROBERT J. SOKOL

LENDER:

FIRST MIDWEST BANK

X [Signature]
Authorized Officer



LANDLORD'S ESTOPPEL CERTIFICATE
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IN)
) SS
COUNTY OF Lake)

On this 13th day of January, 20 10, before me, the undersigned Notary Public, personally appeared **JOHN M. MARSCH, Member of TILDE COMMERCIAL PROPERTIES, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Landlord's Estoppel Certificate and acknowledged the Certificate to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Certificate and in fact executed the Certificate on behalf of the limited liability company.

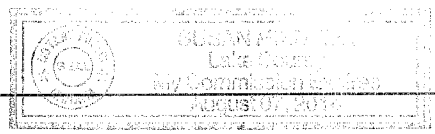
By Susan Miedema Residing at Lake Co.
Notary Public in and for the State of IN My commission expires 8-7-14



STATE OF IN)
) SS
COUNTY OF Lake)

On this 13th day of January, 20 10, before me, the undersigned Notary Public, personally appeared **RONALD A. OWEN a/k/a RON OWEN, Member of TILDE COMMERCIAL PROPERTIES, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Landlord's Estoppel Certificate and acknowledged the Certificate to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Certificate and in fact executed the Certificate on behalf of the limited liability company.

By Susan Miedema Residing at Lake Co.
Notary Public in and for the State of IN My commission expires 8-7-14



LANDLORD'S ESTOPPEL CERTIFICATE
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

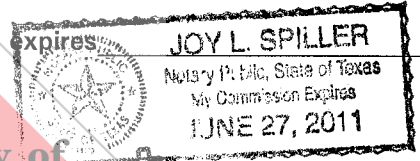
STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

On this 14th day of JANUARY, 20 10, before me, the undersigned Notary Public, personally appeared ROBERT J. SOKOL

and known to me to be (a) member(s) or designated agent(s) of the limited liability company that executed the Landlord's Estoppel Certificate and acknowledged the Certificate to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Certificate and in fact executed the Certificate on behalf of the limited liability company.

By Joy L. Spiller Residing at HARRIS

Notary Public in and for the State of TEXAS My commission expires



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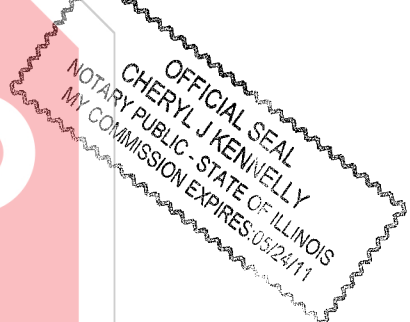
STATE OF IL)
) SS
COUNTY OF Will)

On this 15th day of Jan, 20 10, before me, the undersigned Notary Public, personally appeared CAROL SMOLER and known to me to be the AVP

, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **FIRST MIDWEST BANK**.

By Cheryl J. Kennelly Residing at Lockport

Notary Public in and for the State of IL My commission expires 5-24-11



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

This Landlord's Estoppel Certificate was prepared by: Carol Smolen



RECORDING PAGE



EXHIBIT "A"

A part of the East 1/2 of the Southeast 1/4 of Section 8, otherwise known as Government Lot Four, Township 37 North, Range 09 West of the 2nd Principal Meridian, in Lake County, Indiana, and being more particularly described as follows: Commencing at the Southeast corner of said Section 8, thence North 89 degrees 36 minutes 34 seconds West along the South line of said Section 8, a distance of 1219.55 feet; thence North 00 degrees 23 minutes 26 seconds East perpendicular to the said South line, a distance of 1276.68 feet to the North right of way line of Standard Avenue, and the point of beginning; thence North 42 degrees 35 minutes 45 seconds East on a line that is Union Carbide monumented baseline station 0 plus 90 East for a distance of 213.48 feet; thence South 47 degrees 24 minutes 15 seconds East, a distance of 70.55 feet; thence Easterly on a line which is curved with a 30.00 foot radius, concave to the North with an arc distance of 47.12 feet (Chord North 87 degrees 35 minutes 45 seconds East a distance 42.43 feet) thence North 42 degrees 35 minutes 45 seconds East, a distance of 16.22 feet; thence South 47 degrees 24 minutes 15 seconds East, a distance of 70.12 feet; thence North 42 degrees 35 minutes 45 seconds East, a distance of 29.46 feet; thence South 47 degrees 24 minutes 15 seconds East on a line that is Union Carbide monumented baseline station 0 plus 2.03 South for a distance of 231.23 feet; thence South 42 degrees 35 minutes 45 seconds West on a line that is Union Carbide monumented baseline Station 4 plus 91.90 East for a distance of 273.17 feet, more or less to the 6-foot cyclone fence on the Southerly boundary of the 37.784 acres of land conveyed by the New York Central Railroad Company to Carbide and Carbon Chemicals Corporation in Document No. 25643 and recorded in Deed Book 518 pages 219 to 222 inclusive with attached plat in the Recorder's Office, Lake County, Indiana; thence Northwesterly on said Southerly boundary line which is curved line of 11,549.19 foot radius convex to the Northeast for an arc distance of 64.82 feet to a point of curve; thence North 50 degrees 19 minutes West for a distance of 337.59 feet to the point of beginning.

2300 STANDARD AVENUE, WHITING, IN 463942162

PIN# 45-03-08-400-004.000-025

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