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2015 083360

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 DEC 15 AM 9:24

MICHAEL B. BROWN
RECORDER

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ASSIGNMENT OF RENTS AND LEASES

NOT OFFICIAL!

This ASSIGNMENT OF RENTS AND LEASES dated as of December 10, 2015 (this "Assignment"), is executed by 4407 RAILROAD AVE., LLC, an Indiana limited liability company (the "Assignor"), to and for the benefit of PEOPLES BANK SB, an Indiana state savings bank (together with its successors and assigns, the "Lender").

RECITALS:

A. The Lender has agreed to loan to the Assignor the original principal amount of **TEN MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$10,600,000.00)** (the "Loan"), as evidenced by that certain Promissory Note dated even date herewith (as the same may be amended, modified, replaced or restated from time to time, the "Note"), executed by the Assignor and its affiliate, 4407 RAILROAD FUNDING CO., LLC, an Indiana limited liability company (together with Assignor, referred to hereinafter individually and collectively as the "Borrower") and made payable to the order of the Lender.

B. A condition precedent to the Lender's making of the Loan to the Borrower is the execution and delivery by the Assignor of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

AGREEMENTS:

1. Definitions. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of even date herewith, executed by the Assignor to and for the benefit of the Lender (as amended, modified or replaced from time to time, the "Mortgage").

2. Grant of Security Interest. The Assignor hereby grants, transfers, sets over and assigns to the Lender, all of the right, title and interest of the Assignor in and to (i) all of the

First American Title
251 E. Ohio Street, Suite 555
Indianapolis, IN 46204
FILE NO: 72387

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rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit "A" attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to the Lender given to secure:

(a) the payment by the Borrower when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to the Lender by the Borrower under or with respect to the Loan Documents (as defined in the Note); and (iii) all costs and expenses paid or incurred by the Lender in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) the observance and performance by the Borrower of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Borrower or any other obligor to or benefiting the Lender which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. Representations and Warranties of the Assignor. The Assignor represents and warrants to the Lender that:

(a) this Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions;

(b) the Assignor is the lessor under all Leases;

(c) there is no other existing assignment of the Assignor's entire interest or any part of the Assignor's interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has the Assignor entered into any agreement to subordinate any of the Leases or the Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) the Assignor has not executed any instrument or performed any act which may prevent the Lender from operating under any of the terms and provisions hereof or which would limit the Lender in such operation; and

(e) there are no defaults by the landlord and to the Assignor's knowledge, there are no material defaults by tenants under any Leases.

4. **Covenants of the Assignor.** The Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) the Assignor will not lease any portion of the Premises unless the Assignor obtains the Lender's prior written consent to all aspects of such lease;

(b) the Assignor must observe and perform all of the covenants, terms, conditions, and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignor must not do or suffer to be done anything to impair the security thereof. The Assignor must not (i) release the liability of any tenant or guarantor under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and offsetting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) the Assignor must not collect any of the rents, issues, income, or profits assigned hereunder more than thirty (30) days in advance of the time when the same becomes due, except for security or similar deposits;

(d) the Assignor must not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income, or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) the Assignor must not modify the terms and provisions of any Lease or any guaranty of a Lease and must not give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without the Lender's prior written consent, provided however, that, except with respect to a lease under which Hoist Lifttruck Mfg., LLC or any other affiliate of Assignor is a tenant (in which case the prior written consent of Assignee is required, which consent may be given or withheld in Assignee's sole discretion), the Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) the Assignor must not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof must be paid jointly to the Assignor and the Lender;

(g) the Assignor must not alter, modify, or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) the Assignor must not waive or excuse the obligation to pay rent or guaranty payments of rent under any Lease;

(i) the Assignor must, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to, or in any manner connected with any Lease or the obligations, duties, or liabilities of the lessor or any tenant or guarantor thereunder, and must pay all costs and expenses of the Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Lender may appear;

(j) the Assignor must give prompt notice to the Lender of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) the Assignor must enforce the observance and performance of each covenant, term, condition, and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and must immediately notify the Lender of any material breach by the tenant or guarantor under any such Lease;

(l) the Assignor must not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(m) the Assignor must not execute hereafter any Lease unless there is included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to the Lender as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by the Lender as security for tenant's performance under such Lease;

(n) if any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages will be made without the prior written consent of the Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and the Lender. The Assignor hereby assigns any such payment to the Lender and further covenants and agrees that upon the request of the Lender, it will duly endorse to the order of the Lender any such check, the proceeds of which will be applied in accordance with the provisions of Section Error! Reference source not found. below; and

(o) not later than thirty (30) days after the end of each calendar year, the Assignor shall deliver to the Lender a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to the Lender.

5. **Rights Prior to Default.** Unless or until an Event of Default (as defined in **Section 6**) shall occur and continue to occur, the Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, the Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to the Assignor. After the occurrence of an Event of Default, the Lender shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. **Events of Default.** An "**Event of Default**" shall occur under this Assignment upon the occurrence of (a) a breach by the Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage, or (b) any other Event of Default described in the Note, the Mortgage or any of the other Loan Documents.

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any Event of Default, the Lender, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on the Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as the Lender may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Lender, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the Lender deems necessary or proper;

(c) either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to the Lender, without proof of default hereunder, upon receipt from the Lender of written notice to thereafter pay all such rents and other amounts to the Lender and to comply with any notice or demand by the Lender for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and the Assignor shall facilitate in all reasonable ways the Lender's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to the Lender; and

(d) make any payment or do any act required herein of the Assignor in such manner and to such extent as the Lender may deem necessary, and any amount so paid by the Lender shall become immediately due and payable by the Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. Application of Proceeds. All sums collected and received by the Lender out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with Indiana law and, unless otherwise specified therein, in such order as the Lender shall elect in its sole and absolute discretion.

9. Limitation of the Lender's Liability. The Lender shall not be liable for any loss sustained by the Assignor resulting from the Lender's failure to let the Premises or from any other act or omission of the Lender in managing, operating or maintaining the Premises following the occurrence of an Event of Default. The Lender shall not be obligated to observe, perform or discharge, nor does the Lender hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of the Assignor under or by reason of this Assignment. The Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Lender) and hold the Lender harmless from and against any and all liability, loss or damage which the Lender may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignor be liable for any liability, loss or damage which the Assignor incurs as a result of the Lender's gross negligence or willful misconduct. Should the Lender incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon the Lender for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Lender responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by the Lender of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting the Lender a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by the Lender pursuant to the provisions hereof or of the Mortgage.

10. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by the Lender pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Lender of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Lender under the terms and provisions of such instruments, and the Lender may exercise any of

its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Lender may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. **Further Assurances.** The Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Lender may designate) and shall do or cause to be done such further acts, as the Lender may request, in order to permit the Lender to perfect, protect, preserve and maintain the assignment made to the Lender by this Assignment.

12. **Security Deposits.** The Assignor acknowledges that the Lender has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Lender assumes no responsibility or liability for any security so deposited.

13. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Lender and the Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. **Successors and Assigns.** This Assignment is binding upon the Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of the Lender under this Assignment shall inure to the benefit of the Lender and its successors and assigns.

15. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of the Assignor and the Lender at the time of such amendment, modification or supplement.

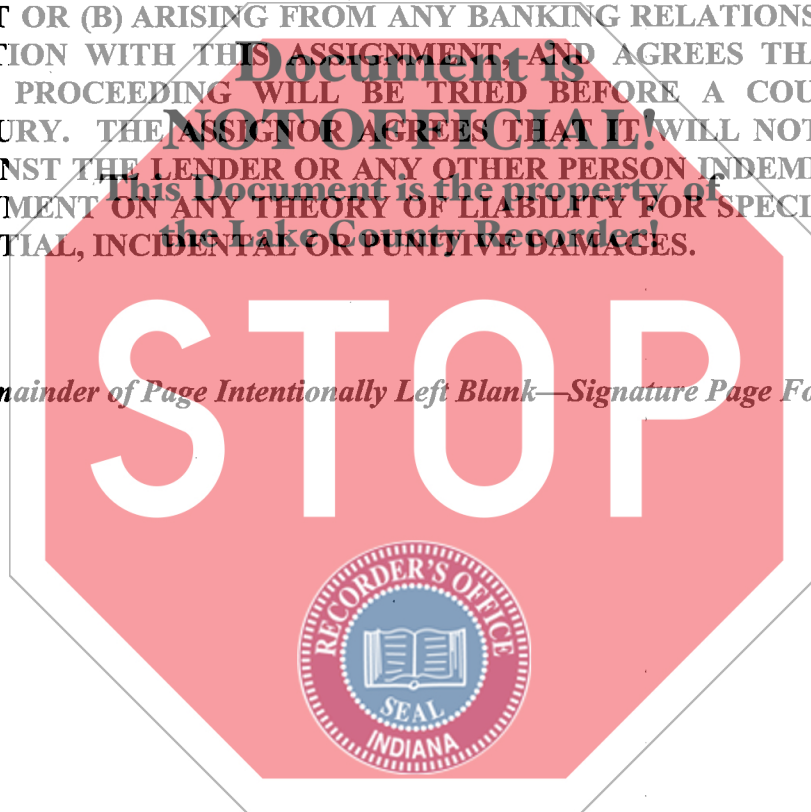
16. **Duration.** This Assignment shall become null and void at such time as the Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents, and by its acceptance thereof, the Lender agrees, at such time, to execute and deliver to the Assignor an instrument in recordable form, wherein the Lender acknowledges the termination of its rights hereunder or assigns such rights, without recourse, to the Assignor's designee.

17. **Governing Law.** THIS ASSIGNMENT SHALL BE GOVERNED BY, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF INDIANA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of the Assignor and the Lender, as the case may be, as specified in the Mortgage.

19. **WAIVER OF TRIAL BY JURY.** THE ASSIGNOR AND THE LENDER (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

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IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment of Rents and Leases as of the day and year first above written.

4407 RAILROAD AVE., LLC,
an Indiana limited liability company

By: [Signature]
Name: VINCENT FLASKA Vincent Flaska
Title: Its Authorized Representative

STATE OF ILLINOIS

COUNTY OF Cook

Document is
NOT OFFICIAL!

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Vincent Flaska, the Authorized Representative of 4407 RAILROAD AVE., LLC, an Indiana limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Representative, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company and corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of December, 2015.



[Signature]
Notary Public

My Commission Expires: 6/6/16

THIS DOCUMENT WAS PREPARED BY, AND AFTER RECORDING, RETURN TO:

Patrick A. Brennan, Esq.
MUCH SHELIST, P.C.
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

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. *Patrick A. Brennan*

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1, 2, 3 AND 4, IN EAST CHICAGO ENTERPRISE CENTER, TO THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA, AS SHOWN IN PLAT BOOK 73, PAGE 78, RE-RECORDED IN PLAT BOOK 74, PAGE 35, AS DOCUMENT NO. 93034923, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF RAILROAD AVENUE WITH THE NORTH LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD (BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 00 DEGREES 09 MINUTES 50 SECONDS EAST, BEING AN ASSUMED BEARING ON THE EAST LINE OF SAID RAILROAD AVENUE, 654.14 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 10 SECONDS EAST 21.50 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 50 SECONDS EAST, ON THE EAST LINE OF SAID RAILROAD AVENUE, 562.11 FEET; THENCE NORTH 7 DEGREES 49 MINUTES 56 SECONDS EAST, 82.43 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 35 SECONDS EAST, 42.56 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 00 SECONDS EAST 40.01 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 25 SECONDS EAST, 29.01 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 51 MINUTES 10 SECONDS EAST, ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 842.56 FEET; THENCE SOUTH 43 DEGREES 51 MINUTES 10 SECONDS EAST 41.02 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 10 SECONDS WEST, 141.13 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 13 SECONDS WEST, 18.0 FEET; THENCE SOUTHEASTERLY 194.54 FEET (195.0 FEET PER DEED) ON THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 218.96 FEET WITH A CHORD BEARING OF SOUTH 62 DEGREES 47 MINUTES 02 SECONDS EAST AND A CHORD DISTANCE OF 188.21 FEET; THENCE SOUTH 88 DEGREES 54 MINUTES 50 SECONDS EAST 11.12 FEET; THENCE SOUTH 23 DEGREES 33 MINUTES 37 SECONDS EAST, 55.0 FEET TO THE WEST LINE OF THE INDIANA HARBOR BELT RAILROAD; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST, ON THE WEST LINE OF SAID INDIANA HARBOR BELT RAILROAD, 1113.14 FEET TO THE NORTH LINE OF SAID SOUTH CHICAGO AND SOUTHERN RAILROAD, ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 12 MINUTES 22 SECONDS WEST, ON THE NORTH LINE OF SAID SOUTH CHICAGO AND SOUTHERN RAILROAD, ALSO BEING THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 1048.82 FEET (1048.73 FEET PER DEED) TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

PARCEL EAS-1: THE NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS CREATED BY THE PLAT OF EAST CHICAGO ENTERPRISE CENTER, OVER AND ACROSS PART OF LOTS 2, 3, AND 4 IN SAID SUBDIVISION.

PARCEL EAS-2: THE NON-EXCLUSIVE EASEMENT CREATED IN EASEMENT AGREEMENT DATED AUGUST 23, 1991, RECORDED NOVEMBER 14, 1991, AS DOCUMENT NO. 91057772, UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN PROVIDED, AS MODIFIED BY FIRST AMENDMENT TO EASEMENT AGREEMENT DATED MAY 24, 1993 AND RECORDED JUNE 22, 1993 AS DOCUMENT NO. 93040205.

EXCEPTING THEREFROM:

A PART OF LOT 2 IN EAST CHICAGO ENTERPRISE CENTER TO THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA, A SUBDIVISION IN THE EAST HALF OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, THE PLAT OF WHICH IS RECORDED AS

NUMBER 93034923, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTOR'S LAND CONVEYED TO THE

CITY OF EAST CHICAGO, INDIANA, BY AGREED FINDINGS AND JUDGMENT ENTERED AUGUST 17, 2009, IN THE LAKE COUNTY CIRCUIT COURT, IN CITY OF EAST CHICAGO VS. 4407 RAILROAD HOLDINGS, LLC, CASE NUMBER 45C01-0904-PL-00110, AND RECORDED SEPTEMBER 23, 2009, AS INSTRUMENT NUMBER 2009-064722, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID LOT NORTH 0 DEGREES 10 MINUTES 28 SECONDS WEST, 52.36 FEET FROM THE SOUTHWEST CORNER OF SAID LOT, WHICH IS THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 10 MINUTES 28 SECONDS WEST 105.00 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 49 MINUTES SECONDS EAST 10.00 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 28 SECONDS EAST 105.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 32 SECONDS WEST 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.024 ACRES, MORE OR LESS.

PARCEL 2:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE NORTH 88 DEGREES 52 MINUTES 24 SECONDS WEST, BEING AN ASSUMED BEARING ON THE EAST AND WEST CENTER LINE OF SAID SECTION 29, A DISTANCE OF 100.0 FEET TO THE WEST LINE OF THE INDIANA HARBOR CANAL WATERWAY, ALSO BEING A LINE PARALLEL TO AND 100.0 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 04 SECONDS EAST, ON THE WEST LINE OF SAID WATERWAY, 919.0 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 31 SECONDS WEST, 35.20 FEET; THENCE SOUTH 16 DEGREES 27 MINUTES 31 SECONDS WEST, 147.10 FEET TO A POINT OF CURVE, THENCE SOUTHWESTERLY 60.13 FEET, (59.13 FEET PER DEED) ON THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 531.44 FEET, WITH A CHORD BEARING OF SOUTH 12 DEGREES 50 MINUTES 02 SECONDS WEST AND A CHORD DISTANCE OF 60.10 FEET TO THE EAST LINE OF THE INDIANA HARBOR BELT RAILROAD; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST, ON THE EAST LINE OF THE INDIANA HARBOR BELT RAILROAD, 915.02 FEET; THENCE NORTH 88 DEGREES 26 MINUTES 02 SECONDS WEST, 10.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST, ON THE EAST LINE OF THE INDIANA HARBOR BELT RAILROAD, 245.86 FEET TO THE NORTH LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD (BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY); THENCE NORTH 89 DEGREES 12 MINUTES 22 SECONDS EAST, ON THE NORTH LINE OF SAID SOUTH CHICAGO AND SOUTHERN RAILROAD, 100.0 FEET TO THE WEST LINE OF THE INDIANA HARBOR CANAL WATERWAY; THENCE NORTH 00 DEGREES 07 MINUTES 34 SECONDS EAST, ON THE WEST LINE OF SAID WATERWAY, 439.23 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

PROPERTY ADDRESS:

4407, 4431, 4451 and 4521 Railroad Avenue
East Chicago, Indiana 46312

PERMANENT TAX INDEX NUMBERS:

45-03-29-276-003.000-024 45-03-29-427-001.000-024 45-03-29-276-005.000-024
45-03-29-277-001.000-024 45-03-29-276-004.000-024 45-03-29-426-001.000-024