2015 083361

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 DEC 15 AM 9: 24
MICHAEL B. BROWN
RECORDER

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated as of December 10, 2015 (this "Agreement"), is executed by and among 4407 RAILROAD AVE., LLC, an Indiana limited liability company (the "Landlord"), HOIST LINTRUCK MFG., LLC, an Indiana limited liability company (the "Tenant"), MARTIN J. FLASKA, an Illinois resident (the "Guarantor"), and PEOPLES BANK SB, any Indiana state savings bank, its successors and assigns (the "Lender").

RECITALS:

- A. The Lender is the mortgagee under that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of and to be recorded concurrently herewith (the "Mortgage"), which Mortgage encumbers the Real Estate (as hereinafter defined) and secures a principal indebtedness in the amount of TEN MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$10,600,000.00).
- B. The Tenant has entered into that certain lease agreement dated August 26, 2015 with the Landlord (or the Landlord's predecessor in interest) (the "Lease Agreement", the Lease Agreement, together with all amendments and modifications thereof, being collectively referred to herein as the "Lease"), pursuant to which the Tenant has leased certain premises (the "Leased Premises") consisting of approximately 205,941 rentable square feet of space in the building ("Building") on the parcel of land (the "Land"; the Land and Building being collectively referred to herein as the "Real Estate") legally described on Exhibit "A" attached hereto and made a part hereof.
- C. The Guarantor has agreed to guarantee the payment of rent and performance by Tenant, its heirs, executors, administrators, successors and assigns, of all Tenant's covenants and agreements under the Lease.

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

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AGREEMENTS:

- 1. The Tenant represents and warrants to the Lender that the Lease constitutes the entire agreement between the Tenant and the Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of the Tenant with respect to the Leased Premises.
- 2. The Tenant has executed and delivered to the Lender that certain Tenant Estoppel Certificate dated on or about the date hereof (the "Estoppel Certificate"). The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and the Tenant and the Guarantor acknowledge that the Lender will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.
- The Tenant and the Guarantor, jointly and severally, covenant with the Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other arbonias now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision and notwithstanding anything in the Lease to the contrary, the Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to the Lender's right, title and interest in and to such proceeds and awards. The Tenant and the Guarantor, jointly and severally, agree not to enter into any modification of the Lease without having received the Lender's written consent to the terms of such modification, and no amendment, modification or other alteration of the Lease that reduces or in any way limits the Tenant's or the Guarantor's obligations under the Lease will be valid, binding or enforceable absent written consent of the Lender.
- The Tenant and the Guarantor acknowledge that the Landlord has collaterally 4. assigned to the Lender any and all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, the Tenant and the Guarantor agree that, upon receipt of a notice of a default by the Landlord under such assignment and a demand by the Lender for direct payment to the Lender of the rents due under the Lease, the Tenant or the Guarantor will honor such demand and make all subsequent rent payments directly to the Lender. The Tenant and the Guarantor further agrees that any Lease termination fees payable under the Lease shall be paid jointly to the Landlord and the Lender. Moreover, as a material inducement to the Lender to making the Loan to the Landlord, the Tenant and the Guarantor agree to make full and complete attornment to the Lender in accordance with this Agreement, so as to establish direct privity of estate and contract, except with respect to provisions of the Lease that are impossible for the Lender to perform, between the Lender and the Tenant and the Guarantor, with the same force and effect and relative priority in time and right as though the Lease, and all guarantees of the Tenant's obligations under the Lease were originally made directly between the

Lender and the Tenant and the Guarantor, except as limited by this Agreement. The Tenant and the Guarantor acknowledge and agree that the Lender is a third-party beneficiary of the Tenant's obligations to make payments under the Lease and of the Guarantor's guaranty obligations, and the Tenant and the Guarantor agree to make payments directly to the Lender subject to and in accordance with the terms and conditions of the Lease and this Agreement.

5. Intentionally omitted.

- 6. Prior to pursuing any remedy available to the Tenant under the Lease, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by the Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall: (a) provide the Lender with a notice of the Landlord's Default, specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the remedy which the Tenant will elect under the terms of the Lease or otherwise, and (b) allow the Lender not less than thirty (30) days following receipt of notice of the Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, the Tenant shall give the Lender such additional time as the Lender thay reasonably need to obtain possession and control of the Real Estate and to due such Landiord's Default sortong as the Dender is diligently pursuing a cure. The Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless the Lender elects not to cure same within the time period specified above. For purposes of this Section 6, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without the Landlord having effectuated a cure thereof.
- Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease or guaranty thereof, as a direct lease between the Tenant and the new owner of the Real Estate (which may be the Lender or an affiliate of Lender) as "landlord" upon all the same terms, coverants and provisions contained in the Lease (subject to the exclusions set forth in subsection (b) below and with the Guarantor's guarantee of Tenant's obligations under the Lease being in full force and effect (in favor of the Lender or other successor Landlord, as applicable), and in such event:
- (a) The Tenant and the Guarantor shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term), and the Tenant and the Guarantor agree to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time the Lender exercises its remedies then the Tenant (and Guarantor if applicable) shall execute such additional documents evidencing such attornment as may be required by applicable law);

- (b) Such new owner shall be bound to the Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:
 - (i) liable for any act or omission of any prior landlord (including the Landlord);
 - (ii) subject to any offsets or defenses which the Tenant has against any prior landlord (including the Landlord) unless the Tenant shall have provided the Lender with (A) notice of the Landlord's Default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of **Section 6** above;
 - (iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current point to any prior landlord (including the Landlord);
 - (iV) his libbe to refund to so there is a county to the Tenant for any security or other deposits not actually paid over to such new owner by the Landlord;
 - (v) bound by any amendment or modification of the Lease made without the Lender's consent;
 - (vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including the Landlord); or
 - (vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's hability being limited in all cases to its interest in the Real Estate.
- 8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person. (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) by overnight express carrier, addressed in each case as follows:

To the Lender:

PEOPLES BANK SB

9204 Columbia Avenue Munster, Indiana 46321

Attention: Greg Bracco, Vice President

With a copy to:

MUCH SHELIST, P.C.

191 North Wacker Drive, Suite 1800

Chicago, Illinois 60606.1615 Attention: Patrick A. Brennan To the Landlord:

4407 RAILROAD FUNDING CO., LLC

4407 RAILROAD AVE., LLC c/o Hoist Liftruck Mfg., Inc.

6499 West 65th Street

Bedford Park, Illinois 60638

Attention: Dan Kossow, Chief Financial Officer

With copy to:

LAW OFFICE OF SAMUEL ORTICELLI

3N831 Bittersweet Road

Saint Charles, Illinois 60175.4845 Attention: Samuel Orticelli, Esq.

To the Tenant:

HOIST LIFTRUCK MFG., LLC

4407 Railroad Avenue East Chicago, Indiana 46312

Attention: Dan Kossow, Chief Rinancial Officer

With copy to

his Document is the property of Law Office of Samuel Orticelli the Lake Soundty-Recorder!

Saint Charles, Illinois 60175.4845 Attention: Samuel Orticelli, Esq.

To the Guarantor:

Martin J. Flaska

c/o Hoist Liftruck Mfg., Inc.

6499 West 65th Street

Bedford Park, Illinois 60638

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Section 8 shall be deemed received when actually delivered or when delivery is refused by the addressee, as the case may be.

- 9. Each of the Tenant and the Guarantor acknowledges and agrees that the Lender will be relying on their respective representations, warranties, covenants and agreements contained herein and that any default by the Tenant or the Guarantor hereunder shall permit the Lender, at its option, to exercise any and all of its rights and remedies at law, in equity or otherwise and to join the Tenant in a foreclosure action thereby terminating the Tenant's right, title and interest in and to the Leased Premises. The Tenant and the Guarantor, jointly and severally, agree to indemnify and hold the Lender harmless from and against any and all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) incurred by the Lender as a result of the Tenant's or the Guarantor's violation of any term or condition of the Lease or this Agreement.
- 10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of the Lender, all of whom are

entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Indiana.

11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

[Remainder of Page Intentionally Left Blank—Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement the day and year first above written.

HANDLORD: 4407 RAILROAD AVE., LLC, an Indiana limited liability company By: Name: Vincent Flaska Title: Its Authorized Representative Document is STATE OF SS. NOT OFFICIAL! COUNTY OF This Document is the property of the Lavincent Flaskay Recorder! The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that The Authorized Representative of 4407

DOES HEREBY CERTIFY that Jim The State and Sta

OFFICIAL SEAL
DANIEL KOSSOW
Notary Public - State of Illinois
My Commission Expires Jun 6, 2016

My Commission Expires Jun 6, 2016

[Signatures Continue on Following Page]

[Signatures Continued from Preceding Page]

TENANT:

HOIST LIFTRUCK MFG., LLC,

an Indiana limited liability company

Name: VINCOUT FLASCA Title: COO Vincent Flaska

STATE OF FUEL SS. NOT OFFICIAL

This Document is the property of the Laker blacky Recorder!

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that The foregoing instrument as such the same person whose name is subscribed to the foregoing instrument as such 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 notation seal this day of December, 2015.

Notary Public

DANIEL KOSSOW

Notary Public - State of Illinois
My Commission Expires Jun 6, 2016

4/6/1

Commission Expires:

[Signatures Continue on Following Page]

SIGNATURE PAGE—TENANT
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
4407 RAILROAD AVE., LLC

GUARANTOR:

MARTIN J. FLASKA

The undersigned, a Notary Public in and for the said County, in the State aforesaid, Does Hereby Certify that MARTIN J. Classify and Illinois resident, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary art for the uses and purposes therein set forth.



[Signatures Continued from Preceding Page]

LENDER:

PEOPLES BANK SB,

an Indiana state savings bank

By:

Nan

itle VICE Presider

STATE OF TOUCH

Document is

COUNTY OF CALL

This Document is the property of the Lake County Recorder!

The undersigned, a Notary Public in and for the said County, in the State aforesaid, Does Hereby Certify that Certify that Certify that Certify that Certify that Certify Tyacco and the Vice Certify of PEOPLES BANK SB, an Indiana state savings bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Indiana state savings bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial se

day of December.

2/24/16

Lake Co

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

Patrick A. Brennan, 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*

SIGNATURE PAGE—LENDER
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
4407 RAILROAD AVE., LLC

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 69 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 2.150 FEET; THENCE NORTH 00 DEGREES 69 MINUTES 50 SECONDS EAST, ON THE EAST LINE OF SAID RAILROAD AVENUE, 562-11 FEET; THE ICE 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 DEGREE\$ 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 HARBON BEAT 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 CHECAGO 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 AND ANA.

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 6,024 ACRES, MORE OR LESS.

PARCEL 2:

Document is

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 DESCRIPED AS FORCEWS: 11 the property of

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 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: