This Instrument was prepared by:

REED SMITH, LLP 10. S. Wacker Drive, Suite 4000 Chicago, Illinois 60606 Attn: Ann E. Pille

Doc# 1630216028 Fee \$72.00
RHSP FEE:\$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 10/28/2016 12:04 PM PG: 1 OF 18

RECOGNITION, ATTORNMENT AND ASSENT TO LEASEHOLD MORTGAGE

This Recognition, Attornment and Assent to Leasehold Mortgage ("Agreement") is executed as of October 26, 2016 by and among the Illinois International Port District, a municipal coroo ation of the State of Illinois, with an address located at 3600 East 95th Street, Chicago, Illinois 50617 (the "Landlord"), Dockside Development Corporation, an Illinois Corporation, with an address located at 11828 South Stony Island Avenue, Chicago, Illinois 60633 ("Sublessor"), Dockside Steel Processing, LLC, an Illinois limited liability company, with an address located at 4500 W 47th Street, Chicago, IL 60632 ("Tenant") and 767 Lender, LLC, a Delaware limited liability company, with an address located at 767 5th Avenue, 12th Floor, New York, New York, 10153, its successors and assigns (collectively, the "Lender").

Reference is made to the Lease Agreement between Illinois International Port District and Steel Coils, Inc., dated August 1, 1034 (as thereafter amended or modified, the "Ground Lease"), as thereafter modified by that certain Assignment, Assumption and Consent Agreement dated December 22, 2000 by and between Steel Coils, Inc., as assisnor, and Tenant, as assignee (the "Assignment"), which related to certain real property described in Exhibit A ("Premises"), which Ground Lease is evidenced by a Memorandum of Lease recorded on October 13, 1994 at Document No. 94880527 in the Office of the Cook County Recorder of Deeds. Tenant is borrower under a loan in the amount of \$4,500,000.00 secured by, among other things, that certain Leasehold Mortgage, Assignment of Leases and Ren's. Security Instrument and Fixture Filing of even date herewith (the "Leasehold Mortgage") which encumbers Tenant's leasehold interest in the Premises and all improvements situated or to be constructed thereon (the "Leasehold"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assent. Landlord and Sublessor do assent to such Leasehold McLigage and to any subsequent sale or transfer of the Leasehold as provided in such security instrument, subject to all conditions as respect any subsequent sale or transfer of the Leasehold as provided for in this Agreement or in the ground lease.
- 2. Estoppel. As of the date of this agreement, the Ground Lease is in full force and effect; no default has occurred by either Landlord, Sublessor or Tenant; and there is no condition which, but for the passage of time or the giving of notice or both, would result in a default by Landlord, Sublessor or Tenant under the terms of the Ground Lease.
- 3. Limitations on Landlord's Right to Terminate. Until all obligations of Tenant to Lender ("Loan Obligations") shall have been completely paid and performed, and the Leasehold Mortgage shall have been discharged, neither Landlord nor Sublessor shall take any

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action to terminate the Ground Lease or exercise any other remedy for default in the obligation of Tenant thereunder without first complying with the requirements of Paragraph 6.

- 4. No Modifications. Until the Loan Obligations shall have been completely paid and performed, and the Leasehold Mortgage shall have been discharged, neither the Landlord, the Sublessor nor the Tenant shall, absent a default under the Ground Lease, voluntarily terminate, materially amend, or modify the Ground Lease or exclude any parcel from the Ground Lease without the Lender's prior written consent. No amendment or modification shall be made without the Lender's prior written consent that has the effect of shortening the term or any extension option of the Ground Lease, or increases the financial obligations on the Tenant.
- 5. No Merger. In the event the ownership of the fee and leasehold interests of the Ground Leasehold become vested in the same person or entity, then as long as the Leasehold Mortgage shall remain outstanding, such occurrence shall not result in a merger of title. Rather, the Ground Lease and the Leasehold Mortgage lien thereon shall remain in full force and effect.
- 6. Additional Lender Protection Provisions. The terms and conditions set forth below in this Paragraph 6 snall be binding upon the Landlord as if fully set forth in the Ground Lease, and to the extent of any inconsistency between the terms and provisions contained in the Ground Lease and the terms and conditions set forth below in this Paragraph 7, the terms and conditions set forth below in this Paragraph 6 shall govern and control:

(a) Notices to Lender; Lender's Right to Cure.

- (i) Landlord, and/or Sublestor, as applicable, shall send to Lender, by certified or registered mail, a true, correct and complete copy of any notice to Tenant of a default by Tenant under the Ground Lease at the same time as and whenever any such notice of default shall be given by Landlord to Tenant, addressed to Lender at the address specified in Paragraph 9 or, if different, the address, if any, last furnished to Landlo do. Sublessor by such Lender as provided in Paragraph 9 hereof. No notice by Landlord shall be deemed to have been given unless and until a copy thereof shall have been so given to and received by Lender. Tenant irrevocably directs that Landlord accept, and Landlord agrees, subject to Lender's compliance with Sections 6(a)(ii)(B) and 6(a)(ii)(C) below, to accept, performance and compliance by Lender of and with any term, covenant, agreement, provision, condition or limitation on Tenant's part to be kept, observed or performed under the Ground Lease with the same lock and effect as though kept, observed or performed by Tenant.
- (ii) Notwithstanding anything provided to the contrary in the Ground Lease, the Ground Lease shall not be terminated because of a default or breach thereunder on the part of Tenant until and unless:
- (A) Notice of any such default or breach shall have been delivered to the Lender in accordance with the provisions of Paragraph 6(a)(i);
- (B) With respect to a default or breach that is curable solely by the payment of money, Lender has not cured such default or breach within thirty (30) days after Lender's receipt of the notice provided to Lender in accordance with the provisions of Section 6(a)(ii)(A); and

(C) With respect to a default or breach that is not curable solely by the

payment of money, Lender has not cured such default or breach within thirty (30) days after Lender's receipt of the notice provided to Lender in accordance with the provisions of Section 6(a)(ii)(A) or, if such default or breach is curable but cannot be cured within such time period, (aa) Lender has not notified Landlord within such time period that it intends to cure such default or breach, (bb) Lender has not diligently commenced to cure such default or breach, or (cc) Lender does not prosecute such cure to completion within ninety (90) days following the expiration of any of Tenant's notice and cure periods set forth in the Ground Lease (or such longer period as provided in the next following paragraph).

Furthermore, notwithstanding anything to the contrary contained herein, if the Lender determines to foreclose of cause its designee to foreclose the Leasehold Mortgage or to acquire or cause its designee to acquire the Leasehold Estate or to succeed or cause its designee to succeed to Tenant's possessory rights with respect to the Premises or to appoint a receiver before it effectuates the cure of any breach or default by Tenant hereunder, the cure periods set forth above shall be extended by any period during which foreclosure proceedings, or legal proceedings to succeed to Tenant's possessory rights, or proceedings to appoint the receiver are conducted, as the case may be, provided that the Lender pays the Ground Lease rent current. Any such proceedings shall be compared promptly after the notice of default is delivered to the Lender and shall be diligently prosecved. Promptly after the Lender or a designee of Lender acquires the Leasehold Estate pursuant to foreclosure proceedings or otherwise or succeeds to Tenant's possessory rights or promptly after a receiver is appointed, as the case may be, the Lender or its designee shall cure said breach or default and any default which cannot be cured because it is personal to Tenant shall be deemed waived.

(b) Intentionally Deleted

- (c) Landlord's Consents. Landlord here by consents to, and agrees that the Leasehold Mortgage may contain provisions for any or all of the 10 pwing:
- (i) An assignment of Tenant's share of the net proceeds from available insurance coverage or from any award or other compensation resulting from a total or partial taking of the Leasehold by condemnation;
- (ii) The entry by the Lender upon the Leasehold during business hours, without notice to Landlord or Tenant, to view the state of the Leasehold;
- (iii) A default by Tenant under the Ground Lease being deemed to constitute a default under the Leasehold Mortgage;
 - (iv) Intentionally Deleted;
- (v) An assignment of any sublease to which the Leasehold Mortgage is subordinated; and
- (vi) The following rights and remedies (among others) to be available to the Lender upon the default under any Leasehold Mortgage:

- (A) The foreclosure of the Leasehold Mortgage pursuant to a judicial proceedings or other lawful means and the sale of the Leasehold to the purchaser at the foreclosure sale and a subsequent sale or sublease of the Leasehold by such purchaser if the purchaser is a Lender or its nominee or designee;
- (B) The appointment of a receiver, irrespective of whether the Lender accelerates the maturity of all indebtedness secured by the Leasehold Mortgage;
- (C) The right of the Lender or the receiver appointed under subparagraph (B) above to enter and take possession of the Leasehold, to manage and operate the same, to collect the subrentals, issues and profits therefrom and any other income generated by the Leasehold or the operation thereof and to cure any default under the Leasehold Mortgage or any default by Tenant under the Ground Lease; or
- (D) An assignment of Tenant's right, title and interest under the Ground Lease in and to any deposit of cash, securities or other property which may be held to secure the performance of the Lean Obligations, including, without limitation, the covenants, conditions and agreements contained in the Leasehold-Mortgage, in the premiums for or dividends upon any insurance provided for the benefit of any Lender or required by the terms of the Ground Lease, as well as in all refunds or rebates of taxes or assessments upon or other charges against the Leasehold, whether paid or to be paid.

Notwithstanding Landlord's consent to the provisions that will be contained in the Leasehold Mortgage, all such rights, privileges and covenants in such Leasehold Mortgage shall be subject to and subordinate to such rights, as are afforded to the Landlord under the Ground Lease and subject to and subordinate to the obligations of the Tenant as provided for in the Ground Lease except as expressly modified hereby. In the intent of this paragraph that nothing contained in Section 6(c) will supersede in the event of a conflict with the provisions of the Ground Lease unless expressly modified herein.

(d) No Cancellation or Voluntary Surrender; Subordination; Modification. Provided no uncured default of Tenant exists under the Ground Lease, without the written consent of Lender, Landlord agrees not to accept a cancellation or voluntary surrender of the Ground Lease or to amend or modify the Ground Lease at any time while the Leasehold Mortgage shall remain a lien on the Leasehold; and any such attempted cancellation, surrender or modification of the Ground Lease without the written consent of Leader shall be null and void and of no force or effect.

(e) Permitted Transfers.

- (i) It is acknowledged that the Leasehold Mortgage may be assigned by Lender in accordance with its terms. Notwithstanding anything stated to the contrary in the Ground Lease, the following transfers shall be permitted and shall not require the approval or consent of Landlord:
- (A) A transfer of the Leasehold at foreclosure sale under the Leasehold Mortgage, whether pursuant to a judicial foreclosure decree, or by an assignment in lieu of foreclosure, or

- (B) Any subsequent transfer by the Lender or its nominee or designee if the Lender, or such nominee or designee, is the purchaser at such foreclosure sale or under such assignment in lieu of foreclosure.
- (ii) Any such transferee shall be liable to perform the obligations of Tenant under the Ground Lease only so long as such transferee holds title to the Leasehold, provided that upon any conveyance of title, such transferee's transferee expressly assumes and agrees to perform all of the obligations under the Ground Lease; provided further, that the liability of any Lender that obtains title to the Leasehold shall be limited to the Lender's interest in the Leasehold.
- (iii) Following the transfer, if any, described in Paragraph 6(e)(i), all non-curable defau'ts existing under the Ground Lease prior to such transfer shall be deemed waived without further to ce or action of any party.
- (f) No Merger. If title to Landlord's estate and to Tenant's estate shall be acquired by the same person, firm or entity, other than as a result of termination of the Ground Lease, no merger shall occur, if the effect of such merger would extinguish or in any way impair the lien of the Leasehold Mortgage.
- g) Estoppel Certificates. Landlord shall execute and/or deliver to any person, firm or entity, within fifteen (13) days from written request specified by Tenant (i) provided that such be the case, a certificate stating that the Ground Lease is in full force and effect, that Tenant is not in default under the Ground Lease, that the Ground Lease has not been modified or supplemented in any way and containing such other certifications (including, without limitation, the certifications contained herein) and agreements as such person, firm or entity may reasonably request, and (ii) copies of the documents creating or evidencing the Ground Lease certified by Landlord as being true, correct and complete copies thereof.

(h) Intentionally Deleted

- (i) New Lease to Lender. If the Ground Lease is terminated because of Tenant's default thereunder or for any other reason or is extinguished for any reason (including, without limitation, rejection of the Ground Lease by a trustee in bankruptcy), then Lender may elect to demand a new lease of the Leasehold (the "New Lease") by notice to Landlord within thirty (30) days after such termination. Upon any such election, the following provisions shall apply:
- (i) The New Lease shall be for the remainder of the Term of the Ground Lease, effective on the date of termination, at the same rent and shall contain the same covenants, agreements, conditions, provisions, restrictions and limitations as are then contained in the Ground Lease. Such New Lease shall be subject to all then-existing subleases.
- (ii) The New Lease shall be executed by Landlord within thirty (30) days after receipt by Landlord of notice of the Lender's or such other acquiring person's election to enter into a New Lease.

- (iii) Any New Lease and the leasehold estate created thereby shall, subject to the same conditions contained in the Ground Lease and in this Agreement, continue to maintain the same priority as the Ground Lease with regard to any Leasehold Mortgage or any other lien, charge or encumbrance affecting the Premises. Concurrently with the execution and delivery of the New Lease, Landlord shall assign to the tenant named therein all of its right, title and interest in and to moneys, if any, then held by or payable to Landlord which Tenant would have been entitled to receive but for the termination of the Ground Lease.
- (iv) If Tenant refuses to surrender possession of the Leasehold, Landlord shall, at the request of the Lender or such other acquiring person, institute and pursue using reasonable efforts the appropriate legal remedy or remedies to oust or remove Tenant and all subtenants actually occupying the Leasehold or any part thereof who are not authorized to remain in possession hereunder. Any such action taken by Landlord at the request of the Lender or such other acquiring person shall be at the Lender's or such other acquiring person's sole expense.
- 7. Bankruptey Provisions. (a) If Landlord (or any trustee of the Landlord) shall reject the Ground Lease pursuant to Section 365(h) of the Bankruptcy Code, 11 U.S.C. §101 et seq. (the "Bankruptcy Code"), (i) the Tenant shall without further act or deed be deemed to have elected under Section 365(h) (1)(A) of the Bankruptcy Code to remain in possession of the Leasehold for the balance of the Term of the Ground Lease; (ii) any exercise or attempted exercise by the Tenant of a right to treat the Ground Lease as terminated under Section 365(h) (1)(A) of the Bankruptcy Code shall be veid; (iii) the Leasehold Mortgage shall not be affected or impaired by such rejection of the Ground Lease; and (iv) the Ground Lease shall continue in full force and effect in accordance with its terms, except that the Tenant shall have the rights conferred under Section 365(h) (1)(B) of the Bankruptcy Code. For purposes of Section 365(h) of the Bankruptcy Code, the term "possession" shall mean the right to possession of the Leasehold granted to the Tenant under the Ground Lease whether or not all or part of the Leasehold has been subleased.
- If the Tenant shall reject the Ground Least pursuant to Section 365(a) of the Bankruptcy Code, the Landlord shall serve on the Lender notice of such rejection, together with a statement of all sums at the time due under the Ground Lease (without giving effect of any acceleration) and of all other defaults under the Ground Lease then known to the Landlord. The Lender shall have the right, but not the obligation, to serve on the Landlord within thirty (30) days after service of the notice provided in the proceeding sentence, a notice that the Lender elects to (i) assume the Ground Lease, and (ii) cure all defaults outstanding the rounder (x) concurrently with such assumption as to defaults in the payment of money, and (y) vitrin sixty (60) days after the date of such assumption as to other defaults, except for defaults of the type specified in Section 365(b) (2) of the Bankruptcy Code. If the Lender serves such notice of assumption, then, as between the Landlord and the Lender (i) the rejection of the Ground Lease by the Tenant shall not constitute a termination of the Ground Lease, (ii) the Lender may assume the obligations of the Tenant under the Ground Lease without any instrument or assignment of transfer from the Tenant, (iii) the Lender's rights under the Ground Lease shall be free and clear of all rights, claims and encumbrances of or in respect of the Tenant, and (iv) the Lender shall consummate the assumption of the Ground Lease and the payment of the amounts payable by it to the Landlord pursuant to this Section at a closing to be held at the offices of the Landlord (or

its attorneys) within thirty (30) days after the Lender shall have served the notice of assumption hereinabove provided.

- Notices. Any notices required or permitted hereunder shall be in writing and shall be given via certified first class mail, postage prepaid, return receipt requested, and addressed to such party at its address set forth on page 1 of this Agreement or to such other address as any party may designate by notice to the other parties.
- Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of each party's respective successors and assigns.
- Continued Effectiveness of this Agreement. The terms of this Agreement, the subordination effected hereby, and the rights of the Lender, and the obligations of the Landlord and the Tenant crising hereunder shall not be affected, modified or impaired in any manner or to any extent by (a) any renewal, replacement, amendment, extension, substitution, revision, consolidation, modification or termination of or any of the Loan Obligations; (b) the validity or enforceability of any document evidencing or securing the Loan Obligations; (c) the release, sale, exchange for surrender in whole or in part, of any collateral security, now or hereafter existing, for any of the Loan Obligations; (d) any exercise or nonexercise of any right, power or remedy under or in respect of the Loan Obligations; or (e) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission in respect of the Loan Obligations, all whether or not any Landlord all have had notice or knowledge of any of the foregoing and whether or not it shall have consented thereto.
- Governing Law. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State in which the Premises is located
- Counterparts. This Agreement may be executed in several counterparts, each of all the which shall be an original, but all of which shall constitute on; and the same instrument.

[Signature page to follow]

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UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned have executed this Recognition, Attornment and Assent to Leasehold Mortgage, as of the date first above written.

LANDLORD:	Illinois International Port District, a municipal corporation of the State of Illinois	
	By:	
	Its:	
SUBLESSOR:	Dockside Development Corporation, an Illinois Corporation	
SUBLESSOR:	By JBSCHlossbrey TI	
	T C	
TENANT:	Dockside Steel Processing, LLC, an Illinois limited liability contrany	
	By: All Market All The Control of th	
	Its manyor	
LENDER:	767 Lender LLC, a Delaware limited liability company	
	By:	
	Its:	

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UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned have executed this Recognition, Attornment and Assent to Leasehold Mortgage, as of the date first above written.

LANDLORD:	Illinois International Port District, a municipal corporation of the State of Illinois
	By: Mullis: Charmon
	Its: Charmon
SUBLESSOR:	Dockside Development Corporation, an Illinois Corporation
	By:
	Its:
TENANT:	Dockside Steel Processing, LLC, an Illinois limited liability company
•	
	By:
	Its:
LENDER:	767 Lender LLC, a Delaware limited l'ability company
<i>;</i> *	By:
	Its:

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Notary for Illinois International Port District

STATE OF LLINDIS	
COUNTY OF COOK	
Personally appeared before me, ATHER (name of officer), MICHAEL K FO	RDE FOURNIER (title), CHAIRMAN,
	ved to me on the basis of satisfactory evidence),
and who acknowledged on oath that he is the	the within bargainor, and
that as such was and he executed the forego	ing instrument for the purpose therein contained,
by signing the name of LLINDIS NTERNATIONALITY	The by himself as such non-member manager.
WITNESS my hand, at office, this 21	
	Julium a fournin
My Commission Expires: 3/30/2220	Notary Public CAPHERINE A. FOURNII Notary Public - State of Illino My Commission Expires 3/30/2
4	evelopment Corporation
STATE OF	<i>U.</i>
COUNTY OF	
Personally appeared before me,	
(name of officer),	(title),
, with whom I am persor	nally acquainted (or proved to me on the basis of
satisfactory evidence), and who acknowledged, executed the foregoing instrument for the pur	on oath, that he is the, he rose therein contained, by signing the name of
, by himsel	l as sucii
WITNESS my hand, at office, this	day of October, 2016.
,·	Notary Public
My Commission Expires:	

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Notary for Illinois International Port District

STATE OF			
COUNTY OF			
Demonstration and the Community			
Personally appeared before me,	(titla)		
(name of officer),	(title),, oved to me on the basis of satisfactory evidence),		
and who acknowledged, on oath, that he is the	the within bargainor, and		
that as such, he executed the forego by signing the name of	oing instrument for the purpose therein contained, by himself as such non-member manager.		
WITNESS my hand, at office, this	day of October, 2016.		
Ox	Notary Public		
My Commission Expires:			
Notary for Dockside Development Corporation			
STATE OF <u>Illinois</u> COUNTY OF <u>Cook</u>	40.		
COUNTY OF Cook			
Personally appeared before me, chery	C. Parks G. TII (title), nally acquainted (or proved to me on the basis of		
(name of officer), John B Schlossbor	5. III		
Prosident , with whom I am person	nally acquainted (or proved to me on the basis of		
satisfactory evidence), and who acknowledged	, on oath, that he is the free ideal he		
executed the foregoing instrument for the pu	rpose therein contained, by signing the name of		
J.D. Schlossbag Tit, by himse	If as such Passides T		
WITNESS my hand, at office, this 2			
	They L. Park		
	Notary Public		
My Commission Expires: 12/23/2019	"OFFICIAL SEAL"		

"OFFICIAL SEAL"
CHERYL L. PARKS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/23/2019

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Notary for Dockside Steel Processing, LLC

STATE OF flinois	
COUNTY OF Will	
Personally appeared before me, Mark A. H.	(compa
(name of officer), Manager with whom I am perso	(title), onally acquainted (or proved to me on the basis of
	d, on oath, that he is the Manager, he
	irpose therein contained, by signing the name of
Mark A Herma, by himse	
	V
WITNESS my hand, at office, this 24	day of albar, 2016.
0,	Japag Co danna
	Notary Tublic
My Commission Expires: 12-1-18	JEFFREY C. DEMMA
Wy Commission Expires. 12 12	OFFICIAL SEAL Notary Public, State of Illinois
	My Commission Expires December 01, 2018
	December 01, 2010
Notary for 7	767 Lender LLC
T	
STATE OF	
COUNTY OF	0/,
Personally appeared before me,	4).
(name of officer),	(title),
with whom I am nerse	onally acquainted (or proved to me on the basis of
satisfactory evidence), and who acknowledged	d, on oath, that he is the , he
• • • • • • • • • • • • • • • • • • • •	urpose therein contained by signing the name of
• • • • • • • • • • • • • • • • • • • •	elf as such
	0.
WITNESS my hand, at office, this	day of, 2016.
	Notary Dublic
	Notary Public
My Commission Expires:	

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TENANT:	DOCKSIDE STI	EEL PROCESSING, LLC
	an Illinoid limited	All A.
	By: //////	IIIM ULAH
	Name: MAN	L A. HELLAN
	Title: MA	NA6Q_
STATE OF Mind's	, ,	1*
COUNTY OF 10!!		! !
- <u> </u>		
On this 19th day of Ochlar	, in the year 201	6 hefore me
John Cityn , the undersi	gned, personally ap	peared Malk A Hemon, who
acknowledged himself to be the Man. Illinois limited liability company, being auti	gran	of Dockside Steel Processing, LLC, at
purposes therein contained by signing the na		
Mangel		
In witness whereof, I hereunder set my hand	Land official seal.	
4		
ſ		C. DEMMA
(Matary Public	IAL SEAL c, State of Illinois ission Expires
(Seal)	Dicemi	per 01, 2018
(Scal)		
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LENDER: 767 LENDER, LLC, a Delaware limited liability company Its: Authorized Signatory STATE OF NEW YORK COUNTY OF NAS Sau On this 24th day of october On this 24th day of october, in the year 2016, before me, Karen K. Duors, the undersigned, personally appeared Joseph J. Two, who acknowledged himself to be the Authorized Signature of 767 Lender, LLC, a Delaware limited liability company, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Authorized Significan In witness whereof, I hereunder set my hand and official seal. OUNTY CIEPTS OFFICE KAREN K DUONG Notary Public - State of New York NO. 02DU6290896 Qualified in Nassau County My Commission Expires Oct 15, 2017 (Seal) **Notary Public**

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EXHIBIT A

Legal Descriptions:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 24, AND OF LAKE CALUMET, IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE 1750.00 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF FRACTIONAL SECTION 25 IN SAID TOWNSHIP, WITH A LINE 1750.00 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SAID FRACTIONAL SECTION 24, SALD POINT BEING 14.43 FEET NORTH OF THE SOUTH LINE OF SAID FRACTIONAL SECTION 24; THENCE NORTH ALONG SAID LINE 1750.00 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF FRACTIONAL SECTION 24 (BEING ALSO THE PERMANENT BOUNDARY LINE OF LAKE CALUMET REFERRED TO IN CASE NO. 3-90101, CIRCUIT COURT OF COOK COUNTY), A DISTANCE OF 2434.05 FEET; T'IEN CE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 70 DEGREES, 39 MINUTES, 07 SECONDS FROM SOUTH TO SOUTHWEST, WITH THE LAST DESCRIPED LINE, A DISTANCE OF 105.99 FEET TO A POINT ON A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE AFORESAID PERMANENT BOUNDARY LINE OF LAKE CALUMET; THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 26.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID PAPALLEL LINE, A DISTANCE OF 172.31 FEET TO THE NORTHERNMOST CORNER OF A TRACT LEASED BY CHICAGO REGIONAL PORT DISTRICT, A MUNICIPAL CORPORATION, TO DOCKSIDE DEVELOPMENT CORP., A CORPORATION OF ILLINOIS, AS SAID TRACT IS DESCRIBED IN LEASE AMENDMENT RECORDED JANUARY 29, 1979, AS DOCUMENT 24818462; THENCE SOUTH 34 DEGREES, 57 MINUTES, 45.50 SECONDS WEST ALONG THE NORTHERLY BOUNDARY OF SAID LEASED TRACT, A DISTANCE OF 652.71 FEET TO AN ANGLE POINT ON SAID NORTHERLY BOUNDARY; THENCE SOUTH 70 DEGREES, 17 MINUTES, 19 SECONDS WEST ALONG SAID NORTHERLY BOUNDARY OF SAID LEASED TRACT, A DISTANCE OF 73.21 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE EASTERLY LINE OF SLIP NO. 4, AS SAID SLIP NO. 4 IS SHOWN ON A PLAT ATTACHED TO AN ORDINANCE RECORDED MAY 22, 1968, AS DOCUMENT 20497471; THENCE NORTH 19 DEGREES, 42 MINUTES, 41 SECONDS WEST ALONG SAID SOUTHWARD EXTENSION OF THE EASTERLY LINE OF SLIP NO. 4, A DISTANCE OF 165.00 FEET TO THE SOUTHEAST CORNER OF SAID SLIP EXHIBIT "A" NO. 4; THENCE CONTINUING NORTH 19 DEGREES, 42 MINUTES, 41 SECONDS WEST ALONG THE EASTERLY LINE OF SAID SLIP NO. 4, A DISTANCE OF 375.00 FEET; THENCE NORTH 70 DEGREES, 17 MINUTES, 19 SECONDS EAST, A DISTANCE OF 662.82 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

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PARCEL 1A:

THAT PART OF FRACTIONAL SECTIONS 23 AND 24, SOUTH OF THE INDIAN BOUNDARY LINE, AND THAT PART OF LAKE CALUMET, ALL IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE 1750.00 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH A LINE 1750.00 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SAID FRACTIONAL SECTION 24, SAID POINT BEING 14.43 FEET NORTH OF THE SOUTH LINE OF SAID FRACTIONAL SECTION 24; THENCE NORTHERLY ALONG THE PERMANENT BOUNDARY LINE OF LAKE CALUMET, BEING SAID LINE 1752.00 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SAID FRACTIONAL SECTION 24, A DISTANCE OF 2431.56 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 70 DEGREES, 39 MINUTES, 07 SECONDS, FROM SOUTH TO THE SOUTHWEST, WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 105.99 FEET; THENCE SOUTH ALONG A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE PERMANENT BOUNDARY LINE OF LAKE CALUMET A DISTANCE OF 195.33 FEET TO THE NORTHERNMOST CORNER OF A TRACT LEASED BY CHICAGO REGIONAL PORT DISTRICT, A MUNICIPAL CORPORATION, TO DOCKSIDE DEVELOPMENT CORP., A CORPORATION OF ILLINOIS, AS SAID TRACT IS DESCRIBED IN LEASE AMENDMENT RECORDED JANUARY 29, 1979, AS DOCUMENT 24818462; THENCE SOUTH 34 DEGREES, 57 MINUTES, 45.50 SECONDS WEST ALONG THE NORTHERLY BOUNDARY OF SAID LEASED TRACT, A DISTANCE OF 190.89 FEET TO THE PLACE OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE CONTINUING SOUTH 34 DEGREES, 57 MINUTES, 45.5 SECONDS WEST ALONG THE NORTHERLY BOUNDARY OF SAID LEASED TRACT, A DISTANCE OF 287.82 FEET; THENCE NORTH 70 DEGREES, 17 MINUTES, 19 SECOND'S EAST, A DISTANCE OF 200.00 FEET; THENCE NORTH 15 DEGREES, 27 MINUTES, 23 SECONDS EAST, A DISTANCE OF 60.47 FEET; THENCE NORTH 19 DEGREES, 42 MINUTE 5, 39 SECONDS WEST, A DISTANCE OF 117.00 FEET TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY EASEMENT GRANT MADE BY ILLINOIS INTERNATIONAL PORT DISTRICT, A MUNICIPAL CORPORATION TO STEEL COILS, INC., A CORPORATION OF ILLINOIS DATED AUGUST 1, 1994 AND RECORDED OCTOBER 13, 1994 AS DOCUMENT 94880528 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND FOR A RAILROAD SPUR TRACK CONNECTION, OVER, ACROSS AND UPON: THAT PART OF THE WEST 1/2 OF FRACTIONAL SECTION 24, AND OF LAKE CALUMET, IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS

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FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE 1750.00 FEET WEST OF

AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF FRACTIONAL SECTION 25 IN SAID TOWNSHIP WITH A LINE 1750.00 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SAID FRACTIONAL SECTION 24, SAID POINT BEING 14.43 FEET NORTH OF THE SOUTH LINE OF SAID FRACTIONAL SECTION 24; THENCE NORTH ALONG SAID LINE 1750.00 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF FRACTIONAL SECTION 24, A DISTANCE OF 2573.14 FEET; THENCE SOUTHWESTERLY ALONG A LINE (HEREINAFTER REFERRED TO AS "LINE NO. 1") FORMING AN ANGLE OF 70 DEGREES, 30 MINUTES, 07 SECONDS FROM SOUTH TO SOUTHWEST, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 105.99 FEET TO A POINT ON A LINE 1850.00 FEET WEST OF AND PARALLEL WITH THE AFORESAID NORTH AND SOUTH CENTERLINE OF FRACTIONAL SECTION 24, BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREE, 21 MINUTES, 48 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 218.58 FEET; THENCE NORTH 70 DEGREES, 17 MINUTES, 19 SECONDS EAST, A DISTANCE OF 52.99 FEET TO A POINT ON A LINE 1800.00 FEET WEST OF AND PARALLEL WITH THE AFORESAID NORTH AND SOUTH CENTERLINE OF FRACTIONAL SECTION 24; THENCE NORTH 00 DEGREE, 21 MINUTES, 48 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 218.58 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID LINE NO. 1; THENCE SOUTHWESTERLY ALONG SAID LINE NO. 1, A DISTANCE OF 52.99 FEET TO THE POINT OF BEGINNING (EXCEPT FROM THAT PART THEREOF WHICH MAY FALL IN THE NORTHWEST 1/4 OF FRACTIONAL SECTION 24 AFORESAID, THAT PART LYING EAST OF A STRAIGHT LINE 50 FEET WESTERLY OF AND PARALLEL WITH A STRAIGHT LINE DRAWN FROM THE POINT OF INTERSECTION OF THE WESTWARD EXTENSION OF THE EAST AND WEST CENTERLINE OF SAID FRACTIONAL SECTION 24 WITH THE AFORESAID LINE 1750 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SAID FRACTIONAL SECTION 24, TO THE POINT OF INTERSECTION OF THE WESTWARD EXTENSION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID FRACTIONAL, SECTION 24 WITH A LINE 2000 FEET WEST OF AND PARALLEL WITH THE AFORESAID NORTH AND SOUTH CENTERLINE OF FRACTIONAL SECTION 24), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY EASEMENT GRANT MADE BY ILLINOIS INTERNATIONAL PORT DISTRICT, A MUNICIPAL CORPORATION TO STEEL COILS, INC., A CORPORATION OF ILLINOIS DATED AUGUST 1, 1994 AND RECORDED OCTOBER 13, 1994 AS DOCUMENT 94880528 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, ACROSS AND UPON: THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 24, AND OF LAKE CALUMET, IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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COMMENCING AT THE POINT OF INTERSECTION OF A LINE 1750.00 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF FRACTIONAL SECTION 25 IN SAID TOWNSHIP WITH A LINE 1750.00 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SAID FRACTIONAL SECTION 24, SAID POINT BEING 14.43 FEET NORTH OF THE SOUTH LINE OF SAID FRACTIONAL SECTION 24; THENCE NORTH ALONG SAID LINE 1750.00 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF FRACTIONAL SECTION 24 (BEING ALSO THE PERMANENT BOUNDARY LINE OF LAKE CALUMET REFERRED TO IN CASE NO. B-90101, CIRCUIT COURT OF COOK COUNTY), A DISTANCE OF 2434.05 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 70 DEGREES, 39 MINUTES, 07 SECONDS FROM SOUTH TO SOUTHWEST WITH THE LAST DESCRIBED LINE, A DISTANCE OF 105.99 FEET TO A POINT ON A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE AFORESAID PERMANENT BOUNDARY LINE OF LAKE CALUMET; THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 26.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 70 DE CREES, 17 MINUTES, 19 SECONDS WEST, A DISTANCE OF 662.82 FEET TO A POINT ON THE EASTERLY LINE OF SLIP NO. 4, AS SAID SLIP NO. 4 IS SHOWN ON A SURVEY ATTACHED TO AN ORDINANCE RECORDED MAY 22, 1968, AS DOCUMENT 20497471; THENCE NORTH 19 DEGREES, 42 MINUTES, 41 SECONDS WEST ALONG SAID EASTERLY LINE OF SLIP NO. 4, A DISTANCE OF 25.00 FEET THE NORTHEAST CORNER OF SAID SLIP NO. 4; THENCE NORTH 70 DEGREES, 17 MINUTES, 19 SECONDS EAST, A DISTANCE OF 671.59 FEET TO A POINT ON THE AFORESAID LINE 100.00 FEET WEST OF AND PARALLEL WITH THE PERMANENT BOUNDARY LINE OF LAKE CALUMET; THE NOE SOUTH ALONG SAID PARALLEL FBL COASO LINE, A DISTANCE OF 26.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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Common Address:

11828 S. Stony Island Avenue

Chicago, IL 60617