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1630715102

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/02/2016 01:35 PM PG: 1 OF 20

**Recording Requested by and
After Recording Return to:**
First American Title Insurance Company
Attn: Heather Vree
30 N LaSalle Street, Suite 2700
Chicago, IL 60602

SPACE ABOVE FOR RECORDER'S USE ONLY

**RECOGNITION, ATTORNMENT AND
ASSENT TO LEASEHOLD MORTGAGE**

20

This document is being recorded to replace Recognition, Attornment and Assent to Leasehold Mortgage recorded on October 28, 2016 as Document# 1630216028.

NCS-812593IL2

1 of 1

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This Instrument was prepared by:

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

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 corporation of the State of Illinois, with an address located at 3600 East 95th Street, Chicago, Illinois 60617 (the "Landlord"), Dockside Development Corporation, an Illinois Corporation, with an address located at 12100 S. Stony Island Avenue, Chicago, Illinois 60633 ("Sublessor"), Dockside Steel Processing, LLC, an Illinois limited liability company, with an address located at 11828 South Stony Island Avenue, Chicago, Illinois 60633 ("Tenant") and 767 Lender LLC, a Delaware 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 hereby made to:

1. That certain Lease Agreement between Landlord and Steel Coils, Inc. (the "Original Tenant"), dated August 1, 1994 (as thereafter amended or modified, the "Parcel 1 Ground Lease" or "Ground Lease"), as thereafter modified by that certain Assignment, Assumption and Consent Agreement dated December 27, 2000 by and between Original Tenant, as assignor, and Tenant, as assignee (the "Assignment"), which related to certain real property described in Exhibit A attached hereto ("Parcel 1"), which Parcel 1 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; and
2. That certain Sublease dated August 1, 1995, by and between Sublessor and Original Tenant, recorded with the Office of the Cook County Recorder of Deeds on April 9, 1996 as Document No. 96264990 (as thereafter amended or modified the "Parcel 1A Sublease" or "Sublease"), which relates to certain real property described in Exhibit B ("Parcel 1A"), as thereafter modified by the Assignment, pursuant to which the Original Tenant's interests in the Parcel 1A Sublease were assigned to Tenant. The Sublease is a sublease under a sixty-five year lease between Chicago Regional Port District and Dockside Development Corp. dated June 3, 1965 ("1965 Lease"). The Ground Lease and the Sublease are collectively referred to as the Leases or individually as the "Lease".

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 Rents, Security Instrument and Fixture Filing of even date herewith as such documents may be amended or extended from

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time to time (the "Leasehold Mortgage") which encumbers Tenant's leasehold interest in Parcel 1 and Parcel 1A (collectively, 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 Landlord and Sublessor each agree as follows:

1. Assent. Landlord and Sublessor (collectively, the "Landlord Parties") do assent to such Leasehold Mortgage 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. Notwithstanding the forgoing, the Leasehold Mortgage is subject and subordinate to all rights and interest of the Landlord and the Sublessor under the Ground Lease. The Leasehold Mortgage shall be subject to the terms of the Sublease. Except as provided herein, in no event shall the Lender have any rights under the applicable Lease greater than those granted Tenant under the applicable Lease. The leasehold mortgage shall only be a lien on the Tenant's interest in the Lease and not on Landlord's fee interest in the property.

2. Estoppel. As of the date of this agreement, the Parcel 1 Ground Lease and the Parcel 1A Sublease are in full force and effect; the Tenant and Original Tenant are not currently in default; and there is no current condition which, but for the passage of time or the giving of notice or both, would result in a default by Landlord Parties or Tenant under the terms of the Leases. Sublessor represents to the best of its knowledge, that Landlord is not in default under 1965 Lease and any amendments. Landlord and Sublessor represent and warrant that attached as Exhibit C is a true and complete copy of the Ground Lease and all amendments and assignments. Sublessor represents that attached as Exhibit D is a true and complete copy of the Sublease and all amendments and assignments of such leases including all amendments and assignments.

3. Limitations on Landlord Parties' 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, they shall take no action to terminate the Leases or exercise any other remedy for default in the obligation of Tenant hereunder 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 and released, neither the Landlord, the Sublessor nor the Tenant shall, absent a default under the applicable Lease, voluntarily terminate, materially amend, or modify the Leases or exclude any parcel from the Leases without the Lender's prior written consent, which consent shall not be unreasonably withheld. 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 Leases, or increases the financial obligations or requirements on the Tenant.

5. No Merger. In the event the ownership of the fee and leasehold interests of the Ground Leasehold or Parcel 1A Sublease 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, Parcel 1A Sublease, and the Leasehold Mortgage lien thereon shall remain in full force and effect.

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6. Additional Lender Protection Provisions. The terms and conditions set forth below in this Paragraph 6 shall 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 6, the terms and conditions set forth below in this Paragraph 6 shall govern and control. The terms and conditions set forth below in this Paragraph 6 shall be binding upon the Sublessor as if fully set forth in the Sublease, and to the extent of any inconsistency between the terms and provisions contained in the Sublease and the terms and conditions set forth below in this Paragraph 6, 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 Sublessor, as applicable, shall send to Lender, by certified or registered mail, a true, correct and complete copy of any notice of a default under the Leases at the same time as and whenever any such notice of default shall be given to Landlord, Sublessor or Tenant, addressed to Lender at the address specified in Paragraph 8 or, if different, the address, if any, last furnished to Landlord or Sublessor by such Lender as provided in Paragraph 8 hereof. No notice by Landlord or Sublessor 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 and Sublessor accept, and Landlord and Sublessor 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 Leases with the same force and effect as though kept, observed or performed by Tenant.

(ii) Notwithstanding anything provided to the contrary in the Leases, the Leases shall not be terminated because of a default or breach thereunder on the part of Tenant or Sublessor 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 ten (10) 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 sixty (60) days following the expiration of any of Tenant's notice and cure periods set forth in the applicable Lease (or such longer period as provided in the next following paragraph).

(b) [Intentionally Deleted]

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(c) **Landlord's Consents.** Landlord and Sublessor hereby consent to, and agree that the Leasehold Mortgage may contain provisions for any or all of the following:

(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 or Sublease 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 Leases; or

(D) An assignment of Tenant's right, title and interest under the Leases in and to any deposit of cash, securities or other property which may be held to secure the performance of the Loan 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 Leases, 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 and Sublessor'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 and Sublessor under the Leases and subject to and subordinate to the obligations of the Tenant as provided for in the Ground Lease and Sublease except as expressly modified hereby. In the intent of this paragraph

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that nothing contained in Section 6(c) will supersede in the event of a conflict with the provisions of the Leases unless expressly modified herein. This Agreement is expressly subject to Paragraph 12 of the Ground Lease. This Agreement may be recorded.

(d) No Cancellation or Voluntary Surrender; Subordination; Modification. Provided no uncured default of Tenant exists under the Leases, without the written consent of Lender, Landlord and Sublessor agree not to accept a cancellation or voluntary surrender of the Leases or to amend or modify the Leases at any time while the Leasehold Mortgage shall remain a lien on the Leasehold; and any such attempted cancellation, surrender or modification of the Leases without the written consent of Lender 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 Leases, the following transfers shall be permitted and shall not require the approval or consent of Landlord or Sublessor:

(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 Leases only so long as such transferee holds title to the Leasehold, provided that upon any conveyance of title, such transferee expressly assumes and agrees to perform all of the obligations under the Leases; 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 defaults existing under the Leases prior to such transfer shall be deemed waived without further notice or action of any party; provided, however, nothing shall limit the obligation of the Lender to cure all outstanding payment defaults in the event of a transfer.

(f) No Merger. If title to Sublessor and/or 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 and Sublessor shall execute and/or deliver to any person, firm or entity, within fifteen (15) days from written request specified by Tenant (i) provided that such be the case, a certificate stating that the Lease is in full force and effect, that Tenant is not in default under the Lease, that the Lease has not been modified or supplemented in any way and containing such other certifications (including, without limitation,

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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 Lease certified by Landlord or Sublessor as being true, correct and complete copies thereof. Tenant shall be solely responsible for any fees Landlord and Sublessor may incur, from time to time, with the compliance of this Section (g). In the event Tenant does not timely reimburse such fees incurred in connection with this section, Tenant shall be deemed to be in Default under the terms of the Lease.

(h) Lender may elect to enforce its rights or exercise remedies with regard to (a) Parcel 1 without enforcing it with regard to Parcel 1A or (b) with regard to Parcel 1(A) without regard to Parcel 1

(i) **New Lease to Lender.** If either 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 Leases by a trustee in bankruptcy), then Lender may elect to demand a new lease of the Leasehold (the "New Lease") by notice to Landlord or Sublessor 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 applicable 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 applicable Lease. Such New Lease shall be subject to all then-existing subleases.

(ii) The New Lease shall be executed by Landlord or if applicable Sublessor within thirty (30) days after receipt by Landlord or Sublessor 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 existing Lease and in this Agreement, continue to maintain the same priority as the existing Lease with regard to any Leasehold Mortgage or any other lien, charge or encumbrance affecting the Premises.

(iv) If Tenant refuses to surrender possession of the Leasehold, Landlord and Sublessor 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 or Sublessor 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. In the event tenant refuses to surrender possession of the Leasehold, Lender shall pay rental payments during any legal proceedings necessary to remove the Tenant if Lender has elected to demand a New Lease pursuant to this Section 6(i).

7. **Bankruptcy Provisions.** (a) If Landlord or Sublessor (or any trustee of the Landlord or Sublessor) shall reject the 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 Lease; (ii) any exercise or

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attempted exercise by the Tenant of a right to treat the Lease as terminated under Section 365(h) (1)(A) of the Bankruptcy Code shall be void; (iii) the Leasehold Mortgage shall not be affected or impaired by such rejection of the Lease; and (iv) the 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 either Lease whether or not all or part of the Leasehold has been subleased.

(b) If the Tenant shall reject the either Lease pursuant to Section 365(a) of the Bankruptcy Code, the Landlord or if applicable the Sublessor shall serve on the Lender notice of such rejection, together with a statement of all sums at the time due under the applicable Lease (without giving effect of any acceleration) and of all other defaults under the applicable Lease then known to the Landlord or if applicable the Sublessor. The Lender shall have the right, but not the obligation, to serve on the Landlord or Sublessor 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 or if applicable Sublease, and (ii) cure all defaults outstanding thereunder (x) concurrently with such assumption as to defaults in the payment of money, and (y) within sixty (60) days after the date of such a 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 or as between the Sublessor and Lender (i) the rejection of the applicable Lease by the Tenant shall not constitute a termination of the applicable Lease, (ii) the Lender may assume the obligations of the Tenant under the applicable Lease without any instrument or assignment of transfer from the Tenant, (iii) the Lender's rights under the applicable 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 applicable Lease and the payment of the amounts payable by it to the Landlord or if applicable Sublessor pursuant to this Section at a closing to be held at the offices of the Landlord or if applicable the Sublessor (or its attorneys) within thirty (30) days after the Lender shall have served the notice of assumption hereinabove provided.

8. 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.

9. 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. For the avoidance of doubt, nothing contained herein shall prevent Landlord from selling or encumbering Parcel 1 or Parcel 1A provided that such successor or lender shall be bound by the terms of this Agreement in all respects.

10. 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, Sublessor and the Tenant arising 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

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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 or Sublessor all have had notice or knowledge of any of the foregoing and whether or not it shall have consented thereto.

11. 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.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

13. Legal Fees. Tenant shall be responsible to reimburse Landlord and Sublessor the actual cost of any legal fees incurred in connection with the negotiation and enforcement of this Agreement. In the event such legal fees are not reimbursed within fourteen (14) business days after written notice, Tenant shall be deemed to be in Default under the Lease.


[Signature page to follow]

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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: Chairman

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 liability company

By: _____

Its: _____

Property of Cook County Clerk's Office

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Notary for Illinois International Port District

STATE OF ILLINOIS
COUNTY OF COOK

Personally appeared before me, CATHERINE A FOURNIER
(name of officer), MICHAEL R FORDE (title), CHAIRMAN,
with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence),
and who acknowledged, on oath, that he is the CHAIRMAN, the within bargainer, and
that as such CHAIRMAN, he executed the foregoing instrument for the purpose therein contained,
by signing the name of ILLINOIS INTERNATIONAL PORT AUTHORITY by himself as such ~~non-member manager~~ CHAIRMAN.

WITNESS my hand, at office, this 21 day of October, 2016.

Catherine A Fournier
Notary Public

My Commission Expires: 3/30/2020



Notary for Dockside Development Corporation

STATE OF _____
COUNTY OF _____

Personally appeared before me, _____
(name of officer), _____ (title),
_____, with whom I am personally acquainted (or proved to me on the basis of
satisfactory evidence), and who acknowledged, on oath, that he is the _____, he
executed the foregoing instrument for the purpose therein contained, by signing the name of
_____, by himself as such _____.

WITNESS my hand, at office, this _____ day of October, 2016.

Notary Public

My Commission Expires: _____

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

LANDLORD:

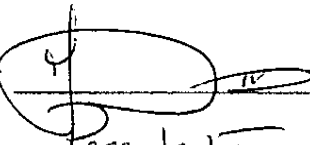
Illinois International Port District, a municipal corporation of the State of Illinois

By: _____

Its: _____

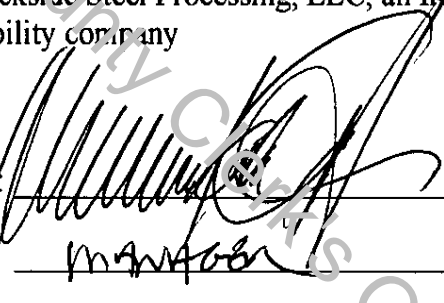
SUBLESSOR:

Dockside Development Corporation, an Illinois Corporation

By:  JBSchlossberg III
Its: President

TENANT:

Dockside Steel Processing, LLC, an Illinois limited liability company

By: 
Its: MANAGER

LENDER:

767 Lender LLC, a Delaware limited liability company

By: _____

Its: _____

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Notary for Illinois International Port District

STATE OF _____
COUNTY OF _____

Personally appeared before me, _____
(name of officer), _____ (title), _____,
with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence),
and who acknowledged, on oath, that he is the _____, the within bargainer, and
that as such _____, he executed the foregoing instrument for the purpose therein contained,
by signing the name of _____, by himself as such non-member manager.

WITNESS my hand, at office, this _____ day of October, 2016.

Notary Public

My Commission Expires: _____

Notary for Dockside Development Corporation

STATE OF Illinois
COUNTY OF Cook

Personally appeared before me, Cheryl L. Parks
(name of officer), John B Schlossberg III (title),
President, with whom I am personally acquainted (or proved to me on the basis of
satisfactory evidence), and who acknowledged, on oath, that he is the President, he
executed the foregoing instrument for the purpose therein contained, by signing the name of
J.B. Schlossberg III, by himself as such President.

WITNESS my hand, at office, this 21st day of October, 2016.

Cheryl L. Parks
Notary Public

My Commission Expires: 12/23/2019



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Notary for Dockside Steel Processing, LLC

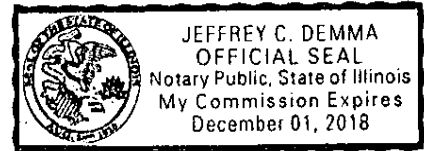
STATE OF Illinois
COUNTY OF Will

Personally appeared before me, Mark A. Herman
(name of officer), Manager (title),
with whom I am personally acquainted (or proved to me on the basis of
satisfactory evidence), and who acknowledged, on oath, that he is the Manager, he
executed the foregoing instrument for the purpose therein contained, by signing the name of
Mark A. Herman, by himself as such Manager.

WITNESS my hand, at office, this 24th day of October, 2016.

Jeffrey C. Demma
Notary Public

My Commission Expires: 12-1-18



Notary for 767 Lender LLC

STATE OF _____
COUNTY OF _____

Personally appeared before me, _____
(name of officer), _____ (title),
with whom I am personally acquainted (or proved to me on the basis of
satisfactory evidence), and who acknowledged, on oath, that he is the _____, he
executed the foregoing instrument for the purpose therein contained, by signing the name of
_____, by himself as such _____.

WITNESS my hand, at office, this _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

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TENANT:

DOCKSIDE STEEL PROCESSING, LLC
an Illinois limited liability company

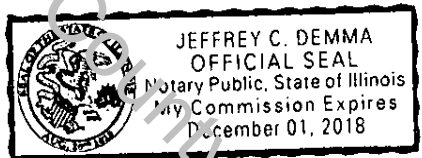
By: [Signature]
Name: MARK A. HELMAN
Title: MANAGER

STATE OF Illinois

COUNTY OF Will

On this 19th day of October, in the year 2016, before me,
Jeffrey C. Demma, the undersigned, personally appeared MARK A. HELMAN, who
acknowledged himself to be the Manager of Dockside Steel Processing, LLC, an
Illinois 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
Manager

In witness whereof, I hereunder set my hand and official seal.



(Seal)
[Signature]

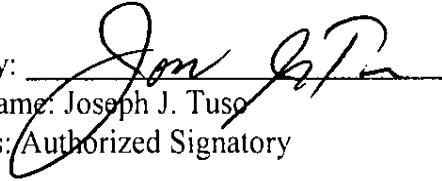
Notary Public

PROPERTY OF COOK COUNTY Clerk's Office

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LENDER:

767 LENDER, LLC,
a Delaware limited liability company

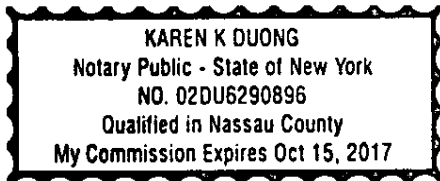
By: 
Name: Joseph J. Tuso
Its: Authorized Signatory

STATE OF NEW YORK


COUNTY OF Nassau

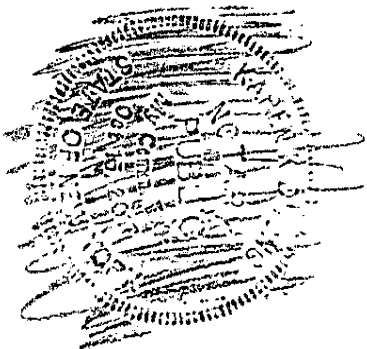
On this 24th day of October, in the year 2016, before me,
Karen K. Duong, the undersigned, personally appeared Joseph J. Tuso, who
acknowledged himself to be the Authorized Signatory of 767 Lender, LLC, a
Delaware limited liability company, being authorized to do so, executed the foregoing instrument
for the purposes therein contained by signing the name of the limited liability company by
himself as Authorized Signatory.

In witness whereof, I hereunder set my hand and official seal.



(Seal)


Notary Public



Nassau County Clerk's Office

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EXHIBIT A

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, 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 CONTINUING SOUTH ALONG SAID PARALLEL 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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EXHIBIT B

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 1750.00 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 SECONDS 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 MINUTES, 39 SECONDS WEST, A DISTANCE OF 117.00 FEET TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

118 28 South Stony Island Avenue
Chicago, IL 60617

25-26-600-001-8038

25-26-600-001-8046

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EXHIBIT C

A copy of such Ground Lease and all amendments and assignments may be requested from:

Scott M. Esterbrook, Esq.
Reed Smith LLP
1717 Arch Street, Suite 310
Philadelphia, Pennsylvania 19103
Telephone: 215 851 8146
E-mail: sesterbrook@reedsmith.com

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EXHIBIT D

A copy of such Sublease and all amendments and assignments may be requested from:

Scott M. Esterbrook, Esq.
Reed Smith LLP
1717 Arch Street, Suite 310
Philadelphia, Pennsylvania 19103
Telephone: 215 851 8146
E-mail: sesterbrook@reedsmith.com

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