HSP FEE:\$9.00 RPRF FEE: \$1.00

AREN A. YARBROUGH

LICENSE AGREEMENT SOOK COUNTY RECORDER OF DEEDS

This License Agreement (Agreement) is made the 28 day of March, 2016 by and between Material Service Corporation, a Delaware corporation with offices located at 300 East John Carpenter Highway, Suite 1645, Irving, TX 75062 (hereinafter referred to as "Hanson") and Reynolds Metal Company, a Delaware corporation with offices located at 201 Isabella Street, Pittsburgh, Pennsylvania 15212, its successors or assigns, (hereinafter referred to as "Reynolds")(Reynolds and Hanson are referred to as a "Party" or collectively "Parties").

WITNESSETH

Hanson owns certain property in Cook County Illinois with a tax parcel identifications of 18-10-200-007: 18-10-200-006; 18-10-100-021 and 18-10-100-015 and a street address of 9016 Plainfield Road, McCook, Illinois (hereinafter referred to as the "Hanson Property").

A portion of the Hanson Property is the subject of this License Agreement, said portion of which is set forth in a survey attached hereto and made a part hereof as Exhibit A (hereinafter referred to as the "Accese Route").

Reynolds leases certain property in Cook County Illinois with a tax parcel identifications of: 18-10-200-004 and 18-10-100-007 and a street address of 9016 Plainfield Road, McCook, Illinois (hereinafter referred to as the "Feynolds Leased Property").

Vehicular egress from the Hanson Property and the Reynolds Leased Property is obtained at the intersection of Plainfield Road and West 47th. Street, McCook.

Hanson desires to grant Reynolds a reciprocal non-exclusive vehicular egress route over the Hanson Property and Reynolds desires to grant Hanson a reciprocal non-exclusive vehicular egress route over the Reynolds Leased Property.

NOW THEREFORE, in consideration of the foregoing promises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is agreed as follows:

- **CONSIDERATION**: The Parties hereby agree to enter into this Agreement in exchange for the mutual benefit derived by the Parties thereto and other consideration in hand paid.
 - 1. The recitals set forth above are incorporated herein as if fully set forth below.
 - 2. Hanson hereby grants to Reynolds a reciprocal non-exclusive vehicular route in the access area shown on Exhibit A attached hereto and made a part hereof.
 - 3. Reynolds hereby grants to Hanson a reciprocal non-exclusive vehicular route in the access area shown on Exhibit A attached hereto and made a part hereof.

4.

a. Except as set forth in this section, Hanson agrees to be solely responsible for IF the maintenance, repair, reconstruction, and snow removal of the Access Route. Any maintenance and repair of the Access Route shall be carried out

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in such a manner that the repairs and maintenance of the Access Route do not materially affect either Party's use of the Access Route . The Parties acknowledge that as of the Effective Date of this Access Route, Reynolds does not make use of the Access Route. Should Reynolds begin to use the Access Route for vehicular traffic, Reynolds shall share in the maintenance costs of the Access Route based upon its share of use thereof Hanson acknowledges that in the event a lien is filed arising from the maintenance and repair of the Access Route, it is Hanson's sole responsibility to pay for and clear the lien within 30 days after receiving notice of said lien. If such lien is not cleared within said 30 days, then Reynolds has the right to terminate this Access Route and Hanson will indemnify Reynolds for any actual costs incurred by Reynolds for the removal of such lien.

5. Should Reynolds be subject to shared responsibility for such work as outlined under Paragraph 4 above, Hanson shall obtain quotes for any maintenance, repair and reconstruction to be undertaken in the Plainfield Road Section of the Access Route and present those quotes to Reynolds for review and approval prior to such work being committed or performed. If Hanson does not receive approval from Reynolds within ten (10) days, it shall be presumed that Reynolds has approved the quotes and Hanson shall be 'ree to commence the work. Hanson shall be responsible for overseeing the maintenance, repair or reconstruction work and the snow removal and once the work is completed shall promptly pay its costs related to such work and shall present Reynolds with an invoice for its share of the cost of the work undertaken on the Plainfield Road Section of the Access Route. Reynolds shall, without demand, pay the invoice within thirty (30) days of receipt. Payments shall be made payable to "Material Service Corporation" and mailed to:

> Material Service Corporation P.O. Box 660225 Dallas, TX 75266 Attention: Mineral Resources

- Clertis 6. Hanson and Reynolds agree that should the City of McCook or some other governmental body issue an order ("Order") requiring that the Access route be relocated, the Access Route shall automatically terminate. Hanson and Reynolds shall each carry liability insurance in a commercially reasonable amount, but not less than two million dollars (\$2,000,000), for the use of each's property covering no less than the Access Area and shall cause the other to be named as an additional insured thereon.
- 7. Notices or other communication to any Party under this Agreement shall be in writing and may be given by personal delivery; by a recognized overnight courier services (for example, Federal Express, United Parcel Service or DHL) with confirmed receipt; or by certified or registered United States mail, postage prepaid, return receipt requested, and shall be sent to the following:

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If to Hanson: Material Service Corporation

300 East John Carpenter Highway

Suite 1645 Irving, TX 75062

With copy to: Law Department

Lehigh Hanson, Inc.

300 East John Carpenter Freeway, Suite 1645

Irving, TX 75062

If to Reynolds: Reynolds Metals Company
Alcoa Corporate Center

201 Isabella Street Pittsburgh, Pennsylvania 15212

Attn: Global Real Estate

With copy to: Fischer & Company

13727 Noel Poad, Suite 900

Dallas, TX 75240

Attn: Alcoa Account Manager

or to such other persons or addresses as any Party may designate to the other Party from time to time.

- 8. This Agreement touches and concerns Hanson Property and the Reynolds Leased Property and shall run with the land until the primary Lease Agreement between Vulcan Materials Company and Reynolds expires on July 15, 2041 or is otherwise terminated earlier, pursuant to the terms thereof.
- 9. Except as provided in Section 4. each Party shall indemnify, hold harmless and defend the other Party, its subsidiaries, affiliates, directors, officers, Parent and employees from and against any and all losses, liens, liability, damage or injury to property, personal illness, injury or death, fines, penalties, costs, claims demands, expenses (including costs of settlement and reasonable attorney fees) and causes of action of every kind and character which shall be caused by, arise out of, or in any manner connected with the use of the Access Route, including but not limited to: (a) either Party or its subcontractor's violation of any laws, rules, regulations or orders; (b) either Party's breach of this Agreement; (c) either Party or its subcontractor's negligent or willful act(s) or omission(s) except to the extent that such claims, demands or liabilities results from the indemnified Party's own gross negligence. To avoid all doubt, this is the broadest form of indemnification permitted by law.

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10. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Illinois (without regard to any conflict of laws provisions) and the decisions of the Illinois courts.

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first above written.

WITNESS:

Title:

DATE

MATERIAL SERVICE CORPORATION

Name: James Rancilio

Title: Vice President / General Manager

Date: March 28, 2016

WITNESS:

REYNOLDS METAL COMPANY

Title:

DATE

Name

Tale: 57.75.L.

Date: 3|3(|200

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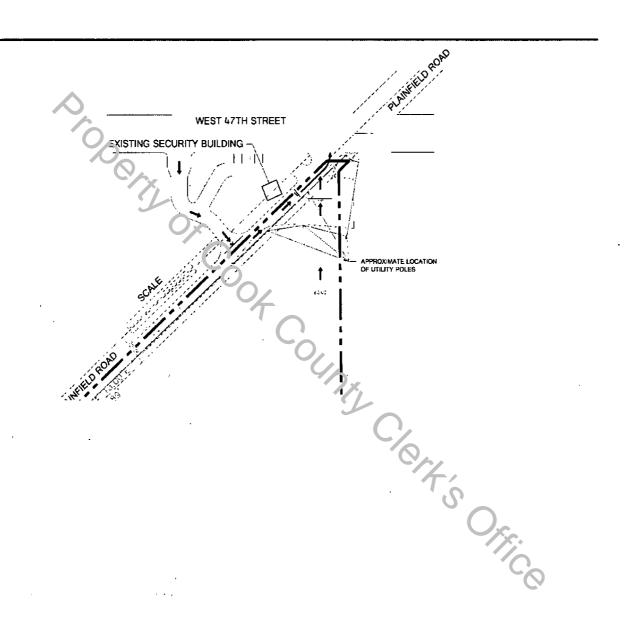
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EXHIBIT A



COOK COUNTY RECORDER OF DEEDS

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EXHIBIT A

That part of the north half of Section 10, Township 38 North, Range 12 East of the Third Principal Meridian, described as Beginning at a point on a line 33 feet (measured perpendicularly) southeasterly from and parallel to the center line of Plainfield Road which is 114.94 feet, more or less, southwesterly from the point of intersection of said parallel line with the north line of the Northeast quarter of said Section 10, which point is 476.80 feet east of the west line of said Northeast quarter, and running thence southwardly a distance of 1909.50 feet, more or less, to a point on a line 30 feet (measured perpendicularly) northeasterly from and parallel to the northeasterly line of the 66 foot right of way of the Chicago and Calumet Terminal Nailway Company as conveyed by Warranty Deeds recorded in the Recorder's Office of Cook County, Illinois as Documents numbers 1371941 and 1182826, which is 474.96 feet east of said west line of the Northeast quarter of Section 10; thence, northwestwardly along the last mentioned parallel line a distance of 714.29 feet, more or less, to its intersection with said west line of Northeast quarter of Section 10 at a point thereon which is 1452.77 feet, more or less south of the northwest corner of said Northeast quarter; thence continuing northwestwardly along a line 30 feet (measured perpendicularly) northeasterly from and parallel to the northeasterly line of the 66 foot right of way of the Chicago, Hammond and Western Rail oad Company as conveyed by Warranty Deed recorded in said Recorder's Office as document number 2656448 a distance of 744.60 feet more or less, to its intersection with the first hereinbefore mentioned parallel line and thence northeastwardly along said first and last mentioned parallel line a distance of 1382.76 feet, more or less, to the point of beginning; containing 21.767 acres of Land, more or less, in Cook County, Illinois.

AND INCLUDING ANY PARCEL OF LAND FALLING WITHIN VACATED ADJOINING PLAINFIELD ROAD TO WHICH LESSOR HAS A RIGHT, TITLE AND INTEREST, IF ANY.