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Karen A. Yarbrough  
Cook County Clerk  
Date: 05/24/2021 07:26 AM Pg: 1 of 15

PREPARED BY ~~AND UPON~~  
~~RECORDATION RETURN TO:~~  
Cravath, Swaine Moore LLP  
825 Eighth Avenue  
New York, New York 10019  
Attention: Janet L. Lewis, Esq.

## SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

by and between

NOVOLEX BAGCRAFT, INC.,  
as Mortgagor

and

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH  
as Collateral Agent, Mortgagee

DATED AS OF May 14, 2021

**Location:** 3900 W. 43rd Street and  
4235 – 4251 S. Pulaski Road

**Municipality:** Chicago

**County:** Cook

**State:** Illinois

Record and Return to:  
First National Real  
Estate Services, LLC  
300 Rector Place, 4i  
New York, NY 10280

#1814

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## SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment"), dated as of May 14, 2021, is made by and between NOVOLEX BAGCRAFT, INC. a Delaware corporation (the "Mortgagor"), having an office at 101 East Carolina Avenue, Hartsville, South Carolina 29550, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (successor by assignment to Deutsche Bank AG New York Branch), as Collateral Agent for the Secured Parties (the "Mortgagee"), whose address is Eleven Madison Avenue, New York, New York 10010.

### 1. Background

A. Pursuant to that certain Credit Agreement dated as of December 29, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Amendment No. 3 Effective Date (as defined in Amendment No. 3, hereinafter defined) (the "Existing Credit Agreement")), by and among Flex Acquisition Company, Inc., a Delaware corporation (the "Borrower"), Flex Acquisition Holdings, Inc., a Delaware corporation ("Holdings"), the Lenders party thereto and Mortgagee, as the Administrative Agent, the Collateral Agent and an L/C Issuer thereunder, the Lenders agreed to make and have made certain Loans and have made other accommodations to the Borrower subject to the terms and conditions set forth in the Existing Credit Agreement.

B. In connection with the Existing Credit Agreement, the mortgage described on Exhibit A attached hereto was granted by Mortgagor to Mortgagee (the "Original Security Instrument"), which Original Security Instrument covers the real property described on Exhibit B attached hereto (the "Land").

C. The Existing Credit Agreement was amended by that certain Amendment No. 3 dated as of March 2, 2021 by and among the Borrower, Holdings, the Lenders party thereto from time to time and the Mortgagee ("Amendment No. 3"). The Existing Credit Agreement, as amended by Amendment No. 3, and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time is hereinafter referred to as the "Amended Credit Agreement".

D. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Amended Credit Agreement or Amendment No. 3, as applicable, except that the term "Secured Obligations" when used herein shall have the meaning given to such term in the Security Agreement.

E. Pursuant to Amendment No. 3, among other things, (i) certain Lenders have extended credit to the Borrower for the purpose of refinancing the Initial Term Loans, (ii) certain interest rates have been modified, (iii) new revolving loans and commitments were established under a new revolving credit facility to refinance the Revolving Credit

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Commitments, (iv) certain maturity dates have been extended and (v) certain other agreements and covenants therein were amended, all as more fully set forth in Amendment No. 3.

F. Mortgagor and Mortgagee desire to give notice of the amendments to the Existing Credit Agreement reflected in Amendment No. 3 to confirm that the Original Security Instrument remains in full force and effect and continues, without interruption, to secure the Mortgagor's obligations under the Amended Credit Agreement and the other Loan Documents, except to the extent expressly modified hereby, and to make other amendments to the Original Security Instrument on the terms set forth below.

G. The debt consisting of the Loans is continuing, is not being repaid or discharged in whole or in part, and no change is being made to the Loans except, in each case, as specifically provided in the Amended Credit Agreement.

**NOW, THEREFORE,** Mortgagor and Mortgagee agree to amend the Original Security Instrument and give notice as follows.

1. (a) Whenever referred to herein or in the Original Security Instrument, "Credit Agreement" shall mean the Existing Credit Agreement, as amended by Amendment No. 3, and as the same may be further amended, restated, supplemented, substituted, replaced, refinanced or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Loans or the Secured Obligations or giving notice of any such changes.

(b) Whenever referred to herein or in the Original Security Instrument or in any related document, "Mortgage" shall mean the Original Security Instrument, as amended by this Amendment, as it may be further amended, restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Loans or the Secured Obligations or giving notice of any such changes.

2. Any and all references in the Original Security Instrument to (i) "Revolving Credit Loans" and "Revolving Credit Commitments" shall be deemed to refer to the "2021 New Revolving Credit Loans" and the "2021 New Revolving Credit Commitments" and (ii) "Loans" shall include the "2021 Specified Refinancing Term Loans" and the "2021 New Revolving Credit Loans".

3. Section 8.6 shall be deleted in its entirety and replaced with the following:

Section 8.6 Maturity; Interest. The Loans have a maturity date of (a) March 2, 2028, with regards to the Initial Term Loans, (b) June 29, 2025, with regards to the Incremental B-2018 Term Loans and (c) March 2, 2026, with regards to the Revolving Credit Facility, in each case, subject to the provisions of the definition of "Maturity Date" in the Amended Credit Agreement, each Loan bearing interest at variable rates determined in accordance with the terms and conditions of the Amended Credit Agreement.

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4. Mortgagor and Mortgagee expressly acknowledge and agree that, except as expressly set forth herein, this Amendment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Loan Documents, and Mortgagor and Mortgagee hereby ratify, reconfirm and agree that the Loan Documents and all liens, security interests, assignments, powers, indemnities, waivers and other rights created for the benefit of Mortgagee or any of the other Secured Parties, including, without limitation, the lien created by the Original Security Instrument, as amended by this Amendment, shall continue, without interruption, to secure, in the same manner, in the same priority and to the same extent set forth therein, the payment and performance of the Secured Obligations, and all of same are hereby renewed, extended, carried forward, ratified and confirmed and shall be deemed for all purposes in full force and effect.

5. The parties hereby give notice that the Existing Credit Agreement has been amended pursuant to Amendment No. 3.

6. The Original Security Instrument, as amended by this Amendment, cannot be altered, amended, modified, terminated, waived, released, or discharged, except in a writing signed by the parties or their successors or assigns. Any amendment of the Loan Documents or of the Secured Obligations may or may not be recorded.

7. Mortgagor and Mortgagee acknowledge and agree that the execution and/or acceptance of this Amendment by Mortgagee shall not be deemed or construed as a (a) novation or an accord and satisfaction of any of Mortgagor's or Mortgagee's duties, obligations and liabilities contained in the Loan Documents, (b) waiver, modification, restriction or limitation of any and all of Mortgagor's or Mortgagee's rights and benefits arising under the Loan Documents by operation of law, or otherwise, to demand full, complete and strict performance of the duties, obligations and liabilities contained in the Loan Documents, or (c) precedent, and that Mortgagee shall be under no obligation, express or implied, to grant Mortgagor any future or further modification, renewal, extension and/or amendment to the Security Instrument, as amended hereby or any or all of the other Loan Documents, except as provided therein.

8. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts with the same effect as if the signature thereto and hereto were upon the same instrument and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

9. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction or court shall, as to such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.

10. Each of the parties hereto, and the respective representatives thereof executing this Amendment on their respective behalves, represents that such representative has

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full power, authority and legal right to execute and deliver this Amendment and that the same constitutes a valid and binding obligation of such party.

11. This Amendment shall be governed by, and construed in accordance with, the laws of the State in which the Land is located.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - EXECUTION PAGE  
FOLLOWS]

Property of Cook County Clerk's Office

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This Amendment has been duly executed by Mortgagor and Mortgagee on the date first above written.

NOVOLEX BAGCRAFT, INC.,  
a Delaware corporation

By:   
Name: Lori B. Goldin  
Title: Secretary

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent for the Secured  
Parties

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Property of Cook County Clerk's Office


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This Amendment has been duly executed by Mortgagor and Mortgagee on the date first above written.

NOVOLEX BAGCRAFT, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Lori B. Goldin  
Title: Secretary

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent for the Secured  
Parties

By:   
Name: Whitney Gaston  
Title: Authorized Signatory

By:   
Name: Komal Shah  
Title: Authorized Signatory

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STATE OF NORTH CAROLINA )  
 ) ss:  
COUNTY OF MECKLENBURG )

On Nov 7, 2021, before me, personally appeared  
Lori B. Goldm, personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,  
and that by his/her signature on the instrument the person or the entity upon behalf of which the  
person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

My Commission expires:

[STAMP]

**DAWN B. ZAWADZKI**  
**Notary Public, North Carolina**  
**Mecklenburg County**  
**My Commission Expires**  
**December 01, 2023**

*Dawn B Zawadzki*  
Notary Public

Dawn B Zawadzki  
(Print Name)



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STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On May 13<sup>th</sup>, 2021, before me, personally appeared Whitney Gaston, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that the/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

My Commission expires: April 1, 2023

Glen M. Ullman  
Notary Public

[STAMP] ELIZABETH MARY WAGENBACH  
Notary Public, State of New York  
No. 01WA6389701  
Qualified in New York County  
Commission Expires April 1, 2023

Elizabeth Mary Wagenbach  
(Print Name)

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On May 12<sup>th</sup>, 2021, before me, personally appeared Komal Shah, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that the/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

My Commission expires: April 1, 2023

Glen M. Ullman  
Notary Public

[STAMP] ELIZABETH MARY WAGENBACH  
Notary Public, State of New York  
No. 01WA6389701  
Qualified in New York County  
Commission Expires April 1, 2023

Elizabeth Mary Wagenbach  
(Print Name)

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## Exhibit A

### 2. Original Security Instrument

The following security instrument is recorded in the public records of

County: Cook  
State: Illinois

#### **Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing**

Mortgagor: Bagcraftpapercon I, LLC  
Mortgagee: Deutsche Bank AG New York Branch  
Dated: April 19, 2017  
Recorded: April 21, 2017  
Document No.: 1711141032

#### **Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing**

Assignor: Deutsche Bank AG New York Branch  
Assignee: Credit Suisse AG, Cayman Islands Branch  
Dated: June 29, 2018  
Recorded: August 22, 2018  
Document No.: 1823419231

Exhibit A-1

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## **First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing**

Mortgagor: Bagcraftpapercon I, LLC  
Mortgagee: Credit Suisse AG, Cayman Islands Branch  
Dated: October 12, 2018  
Recorded: October 23, 2018  
Document No.: 1829618099

## **Assumption of Mortgage and Notice of Merger/Name Change of Mortgagor**

Mortgagor: Bagcraftpapercon I, LLC  
Assumptor: Novolex Bagcraft, Inc.  
Dated: December 31, 2020  
Recorded: April 30, 2021  
Document No.: 2112012903

Exhibit A-2

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## Exhibit B

### 3. Description of the Land

Address: 3900 W. 43<sup>rd</sup> Street and 4235-4251 S. Pulaski Road, Chicago, IL 60632-3421.

PIN: 19-07-100-027-0000, 19-02-100-028-0000, and 19-02-100-031-0000

All that certain real property located in the County of Cook, Illinois, described as follows:

#### PARCEL 1:

AN IRREGULAR SHAPED PARCEL OF LAND IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF PRIVATE WEST 43RD STREET (A PRIVATE STREET) SAID NORTH LINE OF PRIVATE WEST 43RD STREET BEING 33.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, AND A LINE 299.07 FEET (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2), WEST OF AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, SAID LAST DESCRIBED PARALLEL LINE BEING THE EASTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO, TO THE THEN TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY DEED DATED APRIL 9, 1957 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MAY 27, 1957 IN BOOK 54908, AT PAGE 226 AS DOCUMENT NO. 16915322; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, 308.29 FEET TO A POINT, SAID POINT BEING ALSO THE NORTHEAST CORNER OF THE SAID PREMISES AS CONVEYED BY DEED DATED APRIL 9, 1957 AS AFOREMENTIONED; THENCE NORTHEASTERLY ALONG A CURVE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 295.12 FEET, AN ARC DISTANCE OF 229.84 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 519.27 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, SAID POINT OF INTERSECTION BEING 160.16 FEET (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2), WEST OF SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT 158.0 FEET, BY RECTANGULAR MEASUREMENT, WEST OF AND PARALLEL TO SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 584.21 FEET, AN ARC DISTANCE OF 209.93 FEET, MORE OR LESS, TO A POINT WHICH IS 314.32 FEET, BY RECTANGULAR

Exhibit A-1

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MEASUREMENT, NORTH OF SAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2 AND 120.7 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE THEREOF; THENCE SOUTHEASTERLY ON A STRAIGHT LINE TO A POINT WHICH IS 212.9 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF THE SAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, AND 82.41 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE THEREOF; THENCE SOUTHEASTERLY ON A CURVE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 562.19 FEET, AN ARC DISTANCE OF 19.0 FEET, MORE OR LESS, TO A POINT WHICH IS 195.08 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2 AND 76.02 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, MEASURED ALONG A LINE PARALLEL WITH THE SOUTH LINE THEREOF; THENCE SOUTHERLY ON A CURVE CONVEX TO THE EAST, HAVING A RADIUS OF 317.63 FEET, AN ARC DISTANCE OF 127.55 FEET, MORE OR LESS, TO A POINT WHICH IS 69.58 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF SAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, AND 60.26 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, MEASURED ALONG A LINE PARALLEL WITH THE SOUTH LINE THEREOF; THENCE SOUTHERLY ALONG A STRAIGHT LINE TO A POINT IN THE NORTH LINE OF WEST 43RD STREET, AFOREMENTIONED, SAID POINT BEING 63.05 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, MEASURED ALONG A LINE PARALLEL WITH THE SOUTH LINE THEREOF; THENCE WEST ALONG SAID NORTH LINE OF WEST 43RD STREET, A DISTANCE OF 236.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 38

NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 43RD STREET (A PRIVATE STREET), SAID NORTH LINE OF WEST 43RD STREET BEING 33.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, AND A LINE 299.07 FEET (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2) WEST OF AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, SAID LAST DESCRIBED PARALLEL LINE BEING THE EASTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO, TO THE THEN TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY DEED DATED APRIL 9, 1957 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MAY 27, 1957 IN BOOK 54908,

Exhibit B-2

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AT PAGE 226 AS DOCUMENT NO. 16915322; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, 182.0 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF AFORESAID WEST 43RD STREET, 57.75 FEET TO AN EXISTING BRICK WALL OF A ONE STORY BUILDING; THENCE SOUTHERLY ALONG THE SAID BRICK WALL AND ITS SOUTHERLY EXTENSION, 182.0 FEET TO THE NORTH LINE OF SAID WEST 43RD STREET; THENCE EAST ALONG SAID NORTH LINE OF SAID WEST 43RD STREET, 60.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART LYING WEST OF A STRAIGHT LINE PARALLEL TO AND 299.07 FEET (MEASURED PARALLEL TO THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, WEST OF THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, OF THE FOLLOWING DESCRIBED PREMISES: AN IRREGULAR SHAPED PARCEL OF LAND IN THE WEST HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF PRIVATE WEST 43RD STREET (A PRIVATE STREET), SAID NORTH LINE OF PRIVATE WEST 43RD STREET BEING 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, AND A LINE 784.07 FEET, (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2), WEST OF AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID LAST DESCRIBED PARALLEL LINE BEING THE EASTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO TO THE THEN TRUSTEES OF CENTRAL MANUFACTURING DISTRICT BY DEED DATED JULY 18, 1951 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JULY 26, 1951 IN BOOK 47027, AT PAGE 156 AS DOCUMENT NO. 15132507; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, 248.02 FEET TO A POINT; THENCE NORTHEASTERLY ON A STRAIGHT LINE 131.28 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 301 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT OF INTERSECTION BEING 654.07 FEET (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2), WEST OF SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2; THENCE EAST ALONG THE LAST DESCRIBED LINE TO A POINT OF CURVE, SAID POINT OF CURVE BEING 447.89 FEET (MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2), WEST OF THE SOUTH EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE NORTHEASTERLY ALONG A CURVE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 295.12 FEET, AN ARC DISTANCE OF 385.82 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 519.27 FEET, BY RECTANGULAR MEASUREMENT, NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, SAID POINT OF INTERSECTION BEING 160.16 FEET

Exhibit B-3

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(MEASURED PARALLEL TO AFORESAID SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2) WEST OF SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE 158 FEET, BY RECTANGULAR MEASUREMENT, WEST OF AND PARALLEL TO THE SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, SAID LAST DESCRIBED PARALLEL LINE BEING THE EASTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY, TO THE FIRST NATIONAL BANK OF CHICAGO BY DEED DATED MAY 23, 1951 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 7, 1951 IN BOOK 46794, AT PAGE 526 AS DOCUMENT NO. 15094225; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE TO THE SAID NORTH LINE OF PRIVATE WEST 43RD STREET, THENCE WEST ALONG SAID NORTH LINE OF PRIVATE WEST 43RD STREET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED ABOVE AS PARCEL 2, ALL IN COOK COUNTY, ILLINOIS.