87284594

70-98-397-D3

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NONDISTURBANCE AGREEMENT

AGREEMENT made this 15TH day of May, 1987, by and between the Illinois International Port District, an Illinois municipal corporation, formerly named the Chicago Regional Port Authority, (the "Port District") and Spraylat Corporation, a New York corporation ("Spraylat").

W I T N E S S E T H:

WHEREAS, the Port District, as lessor and Bulk Terminals Company, now named Stolt Terminals (Chicago) Inc., ("Bulk") entered into a Sixty-Six Year Lease dated July 1, 1960, (the "Prime Lease") a memorandum of which was recorded in Cook County, Illinois on March 27, 1961, as Document No. 18119146 and the Prime Lease was amended by Amendment to Sixty-Six Year Lease between the Port District and Bulk dated March 18, 1969, an amended memorandum of which was recorded May 8, 1970, as Document No. 21153696 and Bulk, as sublessor and Shell Oil Company ("Shell"), as sublessee, entered into a Sublease Agreement dated July 10, 1969, a memorandum of which was recorded in Cook County, Illinois on October 10, 1969, as Document No. 20982770 and which Sublease was amended by Amendment to Sublease dated October 1, 1978, a short form of which was recorded in Cook County, Illinois on January 24, 1979, as Document No. 24817166, said sublessee's interest being assigned to The Procter and Gamble Manufacturing Company ("Procter and Gamble") by Assignment of Sublease and Sublessor's Consent dated February 5, 1980, a copy of which was recorded in Cook County, Illinois on February 20, 1980, as Document No. 25368292 and reassigned to United States Steel Company, now named USX Corporation ("USX") by Assignment to Sublease and Sublessor's Consent dated November 24, 1980, a copy of which was recorded in Cook County, Illinois on _____ as Document No. _____; and

WHEREAS, said Sublease, as amended (the "Amended Sublease"), affects the real estate legally described in Exhibit A attached hereto (the "Subleased Premises"); and

WHEREAS, USX desires to assign its interest in the Amended Sublease to Spraylat and contemporaneously herewith, the Port District has executed a Consent to Assignment in the form attached hereto as Exhibit B; and

WHEREAS, Spraylat desires to assure its possession of the Subleased Premises upon the terms and conditions contained in the Amended Sublease, irrespective of any termination of the Prime Lease, as amended; and

WHEREAS, the Port District has agreed to provide Spraylat with said assurances upon the terms and conditions contained herein.

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NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. The Port District shall not, in the exercise of any of its rights arising out of the Prime Lease, as amended, disturb or deprive Spraylat of its possession of the Subleased Premises or any part thereof, or of any right or privilege granted to or inuring to the benefit of Spraylat under the Amended Sublease, provided the same is in full force and effect.

2. If the term of the Prime Lease, as amended, shall terminate for any reason before the expiration of the term of the Amended Sublease, the Amended Sublease, if then in existence, shall continue as a lease between the Port District, as lessor and Spraylat, as lessee, with the same force and effect as if the Port District, as lessor, and Spraylat, as lessee, had entered into a lease as of the date of the termination of the Prime Lease, as amended, containing the same terms and conditions as contained in the Amended Sublease, including, but not limited to, the rights contained therein to extend the term of the Amended Sublease. From and after any such termination of the Prime Lease, as amended:

A. Spraylat will attorn to the Port District and the Port District will accept such attornment.

B. The Port District shall have the same rights and remedies contained in the Amended Sublease and otherwise afforded to the sublessor thereunder.

C. Spraylat shall have the same rights and remedies as contained in the Amended Sublease and otherwise afforded to the sublessee thereunder; provided that the Port District shall not be liable for any claims or causes of action that Spraylat may have against Bulk, Shell, Procter and Gamble or USX and no defenses or rights of set-off Spraylat may have against the same shall affect Spraylat's obligations to the Port District.

3. No modification, amendment, waiver, or release of any provision of this Agreement or any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns, and sublessees.

5. All notices desired or required to be given under any of the provisions hereof shall be in writing. Any notices or demands from the Port District to Spraylat shall be deemed to have been

duly and sufficiently given if a copy thereof has been personally delivered or mailed by United States registered or certified mail addressed and stamped to Spraylat at 716 South Columbus Drive, Mt. Vernon, NY 10550 with a copy to Thomas R. Wechter, Esq., Holleb & Coff, 55 East Monroe Street, Suite 4100, Chicago, Illinois 60603, or at such address(es) as Spraylat may heretofore have furnished by written notice to the Port District. Any notices or demands from Spraylat to the Port District shall be deemed to have been duly and sufficiently given if a copy thereof has been personally delivered or mailed by United States registered mail or certified mail, addressed and stamped to the Port District at 12800 South Butler Drive, Chicago, IL 60633, Attention: Executive Director, or at such other address(es) as the Port District may heretofore have furnished by written notice to Spraylat. The effective date of delivery of mailed notices shall be two (2) days after delivery of the same to the United States Post Office for mailing.

6. Spraylat hereby agrees to pay to the Port District a Twenty-Five Thousand Dollars ($25,000.00) inspection fee one (1) year from the date hereof.

IN WITNESS WHEREOF, the parties have executed this Nondisburbance Agreement the day and year first above written.

Illinois International Port District,
a Municipal corporation

ATTEST:

William F. Dart
Secretary

By: John Hedges
Its: Chairman

Spraylat Corporation,
a New York corporation

ATTEST:

Ann B. Barner
Secretary

By: James E. Barner
Its: President

This document prepared by:

Paul R. Diamond, Esq.
Holleb & Coff
55 East Monroe Street
Suite 4100
Chicago, IL 60603

STATE OF ILLINOIS)
COUNTY OF COOK)

87284594

I, MONICA J. WOODEN
a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John J. Serpico, personally known to me to be the Chairman of the Illinois International Port District an Illinois municipal corporation, and William F. Dart, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Chairman and Secretary, they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 15th day of May, 1987.

Monica J. Wooden
Notary Public

Commission expires:

7-6-87

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)

I, LOLA J. ANDREWS
a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES E. BORNER personally known to me to be the _____ President of SPRAYLAT CORPORATION a corporation, and ANN B. BORNER personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ President and _____ Secretary, they signed and delivered the said instrument pursuant to authority given by the Board of _____ of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 21 day of May, 1987.

Lola J. Andrews
Notary Public

Commission expires:

July 31, 1989

LOLA J. ANDREWS
Notary Public, State of New York
No. 60-4622360
Qualified in Westchester County
Commission Expires March 30, 19__

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EXHIBIT A

That part of Fractional Section 23 and 26 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, as is described in the following: Commencing at the intersection of a line 660.00 feet North of and parallel with the South line of said section 26 with the West line and said line extended of Section 25, Township and Range aforesaid; thence Northeasterly along a line forming an angle of 135 degrees from West to Northeast with said parallel line a distance of 1286.90 feet to the point of intersection with a line which is 1750.00 feet West of and parallel with the North and South center line of said Section 25; thence North 0 degrees 00 minutes 48 seconds East along said parallel line a distance of 3600.65 feet to a point 86.25 feet South of the North line of the Northwest 1/4 of said Section 25; thence North 89 degrees 59 minutes 12 seconds West a distance of 900.00 feet to the point of beginning of the tract herein described: Thence continuing North 89 degrees 59 minutes 12 seconds West a distance of 500.00 feet; thence South 0 degrees 00 minutes 48 seconds West a distance of 761.198 feet; thence North 89 degrees 59 minutes 12 seconds West along a line drawn perpendicularly to the last described course a distance of 409.514 feet; thence North 0 degrees 00 minutes 48 seconds East a distance of 633.300 feet; thence North 83 degrees 06 minutes 42 seconds West a distance of 40.15 feet; thence North 0 degrees 00 minutes 48 seconds East a distance of 120.940 feet to the point of intersection with a line drawn 33.00 feet (as measured perpendicularly) Southeasterly of and parallel to the Northwesterly line of a parcel of land described in deed document No. 18119146; thence North 69 degrees 55 minutes 35 seconds East along said parallel line a distance of 1010.863 feet to the point of intersection with a line drawn North 0 degrees 00 minutes 48 seconds East and passing through the point of beginning; thence South 0 degrees 00 minutes 48 seconds West a distance of 345.028 feet to the herein designated point of beginning, all in Cook County, Illinois.

Commonly Known AS: 1701 E. 122nd ST.
Chicago, IL

PIN # 25-26-600-001-8009 WM

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Exhibit B 87284594

CONSENT TO ASSIGNMENT

AGREEMENT made this 15th day of May, 1987, by and between the Illinois International Port District, an Illinois municipal corporation, formerly named the Chicago Regional Port Authority, (the "Port District") and Spraylat Corporation, a New York corporation ("Spraylat").

W I T N E S S E T H:

WHEREAS, the Port District, as lessor and Bulk Terminals Company, now named Stolt Terminals (Chicago) Inc., ("Bulk") entered into a Sixty-Six Year Lease dated July 1, 1960, (the "Prime Lease") a memorandum of which was recorded in Cook County, Illinois on March 27, 1961, as Document No. 18119146 and the Prime Lease was amended by Amendment to Sixty-Six Year Lease between the Port District and Bulk dated March 18, 1969, an amended memorandum of which was recorded May 8, 1970, as Document No. 21153696 and Bulk, as sublessor and Shell Oil Company ("Shell"), as sublessee, entered into a Sublease Agreement dated July 10, 1969, a memorandum of which was recorded in Cook County, Illinois on October 10, 1969, as Document No. 20982770 and which Sublease was amended by Amendment to Sublease dated October 1, 1978, a short form of which was recorded in Cook County, Illinois on January 24, 1979, as Document No. 24817166, said sublessee's interest being assigned to The Procter and Gamble Manufacturing Company ("Procter and Gamble") by Assignment of Sublease and Sublessor's Consent dated February 5, 1980, a copy of which was recorded in Cook County, Illinois on February 20, 1980, as Document No. 25368292 and reassigned to United States Steel Company, now named USX Corporation ("USX") by Assignment to Sublease and Sublessor's Consent dated November 24, 1980, a copy of which was recorded in Cook County, Illinois on _____ as Document No. _____; and

WHEREAS, said Sublease, as amended (the "Amended Sublease"), affects the real estate legally described in Exhibit A attached hereto (the "Subleased Premises"); and

WHEREAS, USX desires to assign its interest in the Amended Sublease to Spraylat and the Port District desires to herein reflect its consent to said assignment, upon the terms contained herein.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties hereto hereby agree as follows:

Exhibit B

CONSENT TO ASSIGNMENT

AGREEMENT made this 6th day of May, 1987, by and between the Illinois Conservation Park District, an Illinois municipal corporation, formerly named the Chicago Regional Park Authority (the "Park District") and Speedway Corporation, a New York corporation ("Speedway").

WITNESSETH:

WHEREAS, the Park District, as Lessor and Park Ridge Company, now named Park Terrace Holdings Inc., formerly named and a Stockyards Film Lease Company, L.P., formerly "Prime Lessee"), a memorandum of which was recorded in Cook County, Illinois on May 1, 1984, as Document [illegible] and the Lease was amended by Amendment to Lease dated [illegible] Park District and Park Ridge Company [illegible], as amended, a memorandum of which was recorded May 6, 1986, as Document No. [illegible] Rolls, as Tenant, and Sheil Oil Company ("Sheil"), as assignee, covered land in Schiller Park, Illinois, dated July 10, [illegible] a memorandum of which was recorded in Cook County, Illinois on October 16, 1986, as Document [illegible] and which [illegible] by Amendment to Lease dated October 1, 1988, a copy of which was recorded [illegible], as Document No. [illegible], with successor's interest in [illegible] assigned to The Prudential Oil Products Manufacturing Company ("Prudential") by Assignment of Oil Lease and Subleases to Prudential Petroleum [illegible], a copy of which was recorded in Cook County, Illinois on February 20, 1989, as Document No. [illegible] and [illegible] Lease Stores [illegible] Company, now named Speedway Corporation ("SX") by Assignment to Subleases and Sublease's Consent dated November 24, 1989, a copy of which was recorded in Cook County, Illinois on _____ as Document No. _____; and

WHEREAS, said Subleases, as amended (the "Amended Subleases"), affects the real estate legally described on Exhibit A attached hereto (the "Subleased Premises"); and

WHEREAS, PRX desires to assign its interest in the Amended Subleases to Speedway and the Park District desires to obtain Prudential's consent to said assignment, upon the terms contained herein.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. The Port District hereby consents to USX's assignment to Spraylat of its right, title, estate, options and other interests in the Amended Sublease; provided that Bulk, Shell, Procter and Gamble and USX are expressly not released from any of the terms, covenants or obligations (including, but not limited to, the covenants to erect improvements and to pay rent) contained in the Prime Lease, as amended, or the Amended Sublease, to be kept, observed and performed thereunder. Spraylat agrees to be subject to the same terms, covenants, agreements, provisions and conditions as contained in the Prime Lease, as amended, including, but not limited to, all provisions relating to assignments and subleases.

2. Neither Spraylat nor its assigns shall enter into any agreement which shall amend, modify, surrender or merge the Amended Sublease without the prior written consent of the Port District. It is further understood that the Port District's consent to this assignment shall not be deemed to be a consent to any future or other assignment of the Sublease or Amended Sublease or any other sublease affecting the Subleased Premises.

3. No modification or amendment of the Prime Lease, as amended, shall be valid or binding for any purpose whatsoever which would (a) conflict with the provisions of the Amended Sublease, (b) impose any obligations on Spraylat other than those imposed upon it under the provisions of the Amended Sublease, or (c) deprive Spraylat of any of its rights under the Amended Sublease.

4. The Port District hereby confirms that the term of the Prime Lease, as amended, commenced on July 1, 1960, and expires on June 30, 2026. The Port District hereby further confirms and agrees that the Prime Lease, as amended, and the Amended Sublease are in full force and effect and there exist:

A. No monetary defaults thereunder by the Port District and Bulk.

B. No defaults relating to the need to procure the Port District's consent to the Amended Sublease and any assignments of the interest of Shell or Procter and Gamble in the Amended Sublease;

C. No defaults regarding the failure to perform any nonmonetary obligations relating to the construction of improvements or maintenance of the same.

5. Spraylat hereby represents that it intends to use the Subleased Premises for the manufacturing, storage and sale of paint and related products and activities incidental thereto. The Port District hereby agrees that Spraylat may use the Subleased Premises for these purposes for the term of the Amended Sublease and any extension thereof or any extension of Spraylat's tenancy on the Subleased Premises.

6. The Port District hereby agrees to immediately provide Spraylat with copies of all notices given by the Port District or received by the Port District under the Prime Lease, as amended.

7. The Port District hereby confirms that it has not received any notice of any assignment, option or conveyance with respect to USX's interest in the Amended Sublease or Bulk's interest in the Prime Lease, as amended.

8. No modification, amendment, waiver, or release of any provision of this Agreement or any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

9. Subject to the terms of Paragraph 2 herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns, and sublessees.

10. All notices desired or required to be given under any of the provisions hereof shall be in writing. Any notices or demands from the Port District to Spraylat shall be deemed to have been duly and sufficiently given if a copy thereof has been personally delivered or mailed by United States registered or certified mail addressed and stamped to Spraylat at 716 South Columbus Drive, Mt. Vernon, NY 10550 with a copy to Thomas R. Wechter, Esq., Holleb & Coff, 55 East Monroe Street, Suite 4100, Chicago, Illinois 60603, or at such address(es) as Spraylat may heretofore have furnished by written notice to the Port District. Any notices or demands from Spraylat to the Port District shall be deemed to have been duly and sufficiently given if a copy thereof has been personally delivered or mailed by United States registered mail or certified mail, addressed and stamped to the Port District at 12800 South Butler Drive, Chicago, IL 60633, Attention: Executive Director, or at such other address(es) as the Port District may heretofore

- 2 -

have furnished by written notice to Spraylat. The effective date of delivery of mailed notices shall be two (2) days after delivery of the same to the United States Post Office for mailing.

IN WITNESS WHEREOF, the parties have executed this Consent to Assignment the day and year first above written.

Illinois International Port District, Municipal corporation

ATTEST:

Secretary

By:

Its: Chairman

Spraylat Corporation, a New York corporation

ATTEST:

Secretary

By:

Its: President

This document prepared by:

Paul R. Diamond, Esq.
Holleb & Coff
55 East Monroe Street
Suite 4100
Chicago, IL 60603

STATE OF ILLINOIS)
COUNTY OF COOK)

87284594

I, Monica J. Kooken
a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John J. Serpico, personally known to me to be the Chairman of the Illinois International Port District an Illinois municipal corporation, and William F. Dart, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Chairman and Secretary, they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 15th day of May, 1987.

Monica J. Kooken
Notary Public

Commission expires:
7-1-87

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1987 MAY 27 PM 12:55

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STATE OF NEW YORK)
COUNTY OF WESTCHESTER)

I, LOLA J. ANDREWS
a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES E. BORNER personally known to me to be the _____ President of SPRAYLAT CORPORATION a corporation, and ANN B. BORNER personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ President and _____ Secretary, they signed and delivered the said instrument pursuant to authority given by the Board of _____ of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 21 day of May, 1987.

Lola J. Andrews
Notary Public

Commission expires:
July 31, 1987

LOLA J. ANDREWS
Notary Public, State of New York
No. 60 [illegible]
Qualified in Westchester County
Commission Expires March 30, 19__

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