

Prepared by and after recording return to:

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COOK COUNTY, ILLINOIS

Martin L. Levine, Esq.
Cravath, Swaine & Moore
825 Eighth Avenue
New York, N.Y. 10019

\$18.00

72-08-425 D1

MODIFICATION AGREEMENT dated as of July 3, 1989 (this "Agreement"), to the Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement dated as of May 30, 1989 (the "Mortgage"), by SEALED POWER TECHNOLOGIES, L.P., a Delaware limited partnership (the "Grantor"), having an office at 2025 Sanford Street, Muskegon Heights, Michigan 49444, to CHEMICAL BANK, a New York banking corporation (the "Mortgagee"), having an office at 277 Park Avenue, New York, New York 10172 as collateral agent for the banks (the "Banks") party to that certain Credit Agreement dated as of May 30, 1989 (the "Credit Agreement"), among the Grantor, the Banks and the Mortgagee as agent for the Banks (the "Agent").

Property of Cook County, Illinois

COOK COUNTY ILLINOIS
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1989 JUN 18 PM 3:13

W I T N E S S E T H :

WHEREAS the foregoing parties to the Credit Agreement have agreed that the Banks will make Revolving Loans, Term Loans and Deferred Term Loans (capitalized terms used herein and not defined herein shall have those meanings ascribed to them in the Credit Agreement or the Mortgage) to Grantor pursuant and subject to the provisions of the Credit Agreement, such Loans to be evidenced by Notes bearing interest at variable rates;

WHEREAS as an additional inducement to the Banks to make the Loans, and in consideration thereof, Grantor has granted, and the obligation of the Banks to make the Loans is conditioned upon the granting of, the Mortgage securing the obligations of Grantor under the Credit Agreement and the other Loan Documents and certain other obligations specified therein and encumbering certain real property;

WHEREAS Grantor has changed its legal name from "Sealed Power Technologies, L.P." to "Sealed Power Technologies Limited Partnership";

WHEREAS Grantor and Mortgagee desire that this Agreement modify the Mortgage recorded in Cook County,

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Illinois, recorded as Instrument number 89270936, to reflect such change of Grantor's name;

NOW, THEREFORE, in order to induce the Banks to make the Loans, and in consideration thereof, for the purpose of further securing the repayment of the Revolving Loans, Deferred Term Loans and the Term Loans and the performance of the obligations of Grantor under the Credit Agreement and each of the Loan Documents, and in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

1. The Mortgage recorded in Cook County, Illinois, recorded as Instrument number 89270936, is hereby modified by deleting the introductory paragraph on page 1 in its entirety and substituting in place thereof the following:

"MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT dated as of May 30, 1989 (this 'Mortgage'), by SEALED POWER TECHNOLOGIES LIMITED PARTNERSHIP, a Delaware limited partnership (the 'Grantor'), having an office at 2025 Sanford Street, Muskegon Heights, Michigan 49444, to CHEMICAL BANK, a New York banking corporation (the 'Mortgagee'), having an office at 277 Park Avenue, New York, New York 10172, as collateral agent for the banks (the 'Banks') party to that certain Credit Agreement dated as of the date hereof (the 'Credit Agreement'), among the Grantor, the Banks and the Mortgagee, as agent for the Banks (the 'Agent')."

2. This Agreement shall take effect when the Mortgagee shall have received a duly executed counterpart hereof.

3. Except as specifically modified hereby, the Mortgage shall continue in full force and effect in accordance with the provisions thereof as in existence on the date hereof. After the date hereof, any reference to the Mortgage shall mean the Mortgage as modified hereby.

4. This Agreement and the rights and remedies of Mortgagee with respect to the Mortgaged Property, as provided herein and by the laws of the State in which the Mortgaged Property is located, shall be governed by and construed in accordance with the laws of the state in which the Mortgaged Property is located. Otherwise, to the extent permitted by applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of New

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THE OFFICIAL RECORDS OF THE CLERK OF COOK COUNTY

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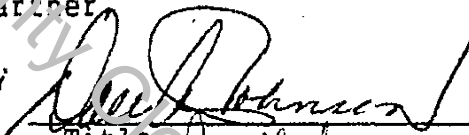
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York. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement or any provisions of the Mortgage.

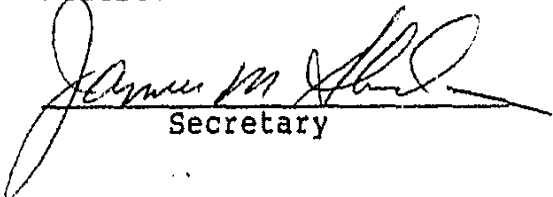
5. Grantor shall pay reasonable all out-of-pocket expenses incurred by Mortgagee in connection with the preparation of this Agreement, including the reasonable fees and disbursements of Cravath, Swaine & Moore, counsel for Mortgagee.

IN WITNESS WHEREOF, Grantor and Mortgagee have caused this Agreement to be duly executed under seal the day and year first above written.

SEALED POWER
TECHNOLOGIES
LIMITED PARTNERSHIP,
by SEALED POWER MANAGEMENT
CORP., Managing General
Partner

by 
Title: President

Attest:


Secretary

CHEMICAL BANK, as Agent,

by

Title:

York. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement or any provisions of the Mortgage.

5. Grantor shall pay reasonable all out-of-pocket expenses incurred by Mortgagee in connection with the preparation of this Agreement, including the reasonable fees and disbursements of Cravath, Swaine & Moore, counsel for Mortgagee.

IN WITNESS WHEREOF, Grantor and Mortgagee have caused this Agreement to be duly executed under seal the day and year first above written.

SEALED POWER
TECHNOLOGIES,
LIMITED PARTNERSHIP,
by SEALED POWER MANAGEMENT
CORP., Managing General
Partner,
by

Title:

Attest:

Secretary

CHEMICAL BANK, as Agent,

by



Title: Vice President

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STATE OF MICHIGAN)
) ss.:
COUNTY OF MUSKEGON)

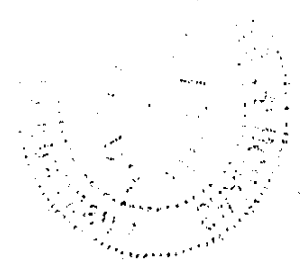
On this 7th day of July, A.D., 1989, before me, a Notary Public in the State of Michigan, personally appeared Dale A. Johnson, to me personally known, who being by me duly sworn did say that he is President of SEALED POWER MANAGEMENT CORP., that the seal affixed to instrument is the seal of said corporation and that the foregoing instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.


Sharon F. Stevens
Notary Public

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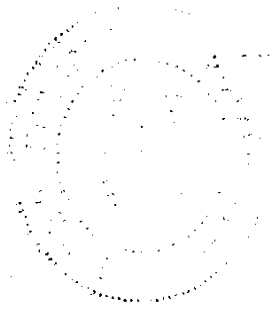


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COOK COUNTY CLERK'S OFFICE
1000 N. LAKE ST.
CHICAGO, IL 60610



1000 N. LAKE ST.
CHICAGO, IL 60610

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ORDER NO. 7208425

LEGAL DESCRIPTION 8 9 4 3 7 7 4 7

PAGE: 1

PARCEL 1:

THAT PART OF LOT "A" IN BENJAMIN CONSOLIDATION OF PART OF THE NORTH WEST 1/4 OF SECTION 17 AND PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 1922 AS DOCUMENT NUMBER 7455426, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF SEEGER'S ROAD (ALSO KNOWN AS ELK GROVE ROAD) BEING THE NORTH LINE OF THE SAID NORTH WEST 1/4 OF SECTION 17, 351 FEET EAST OF THE NORTH WEST CORNER OF THE SAID NORTH WEST 1/4 OF SECTION 17; THENCE SOUTH ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF THE SAID NORTH WEST 1/4 OF SECTION 17, A DISTANCE OF 452.95 FEET TO AN INTERSECTION WITH A LINE 8.5 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF EXISTING SWITCH TRACK; THENCE SOUTHEASTERLY ALONG THE SAID LINE, 8.5 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SAID CENTER LINE OF SWITCH TRACK, BEING THE ARC OF A CURVED LINE, CONVEX TO THE NORTH EAST AND HAVING A RADIUS OF 718.65 FEET FOR A DISTANCE OF 130.32 FEET, THE CHORD OF SAID ARC BEING A LINE FORMING AN ANGLE OF 113 DEGREES 00 MINUTES 55 SECONDS FROM NORTH TO SOUTH EAST WITH THE SAID LINE PARALLEL WITH THE WEST LINE OF THE SAID NORTH WEST 1/4 OF SECTION 17; THENCE SOUTHEASTERLY ON A LINE TANGENT TO THE SAID LAST DESCRIBED CURVED LINE AND FORMING AN ANGLE OF 3 DEGREES 11 MINUTES 42 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE SAID LAST DESCRIBED CHORD, A DISTANCE OF 49.63 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE, CONVEX TO THE SOUTH WEST TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 704.47 FEET, A DISTANCE OF 430.33 FEET, AS MEASURED ON THE SAID ARC TO A POINT OF TANGENCY 359.15 FEET WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF SAID ST. PAUL, MINNEAPOLIS AND SAULTE ST. MARIE RAILROAD ON A LINE FORMING AN ANGLE WITH SAID WESTERLY RIGHT OF WAY LINE 82 DEGREES 13 MINUTES FROM NORTH TO WEST FROM A POINT ON SAID WESTERLY RIGHT OF WAY LINE WHICH IS 620.32 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE NORTH LINE OF SAID NORTH WEST 1/4 OF SECTION 17; THENCE EASTERLY ON SAID LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 55.41 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE NORTH EAST AND HAVING A RADIUS OF 406.9 FEET, FOR A DISTANCE OF 375.37 FEET AS MEASURED ON THE ARC OF SAID CURVE, TO AN INTERSECTION WITH THE WESTERLY LINE OF THE ST. PAUL, MINNEAPOLIS AND SAULTE ST. MARIE RAILROAD RIGHT OF WAY; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF SAID RIGHT OF WAY 782.72 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE WITH THE NORTH LINE OF SAID NORTH WEST 1/4 OF SECTION 17; THENCE WEST ALONG THE NORTH LINE OF SAID NORTH WEST 1/4 TO THE POINT OF BEGINNING, EXCEPT THEREFROM THAT PART THEREOF LYING WESTERLY OF A LINE DRAWN 335 FEET (AS MEASURED PERPENDICULARLY) WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE ST. PAUL, MINNEAPOLIS AND SAULTE ST. MARIE RAILROAD, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND UTILITIES AS CREATED IN THE DECLARATION MADE BY AND

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12/15/2011

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ORDER NO. 7208429

LEGAL DESCRIPTION 8 9 4 3 7 7 4 7

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BETWEEN THE LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1978 AND KNOWN AS TRUST NUMBER 54286 AND CAROL L. MEYER DATED AUGUST 12, 1978 AND RECORDED AUGUST 19, 1978 AS DOCUMENT 24539636, AND RE-RECORDED SEPTEMBER 25, 1978 AS DOCUMENT 24641128, (EXCEPT THAT PART FALLING WITHIN PARCEL 1), ALL IN COOK COUNTY, ILLINOIS.

ADDRESS: 875 SEEGER'S ROAD, DES PLAINES, IL

PIN: 09-17-100-040-0000

09-17-110-041-0000

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