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2100

IDB SUBLEASE AGREEMENT

This Sublease made this 8th day of July, 1987, by and between IC PRODUCTS COMPANY, a Delaware corporation ("Tenant") and ABC RAIL CORPORATION, a Delaware corporation ("Subtenant").

WHEREAS, Tenant has entered into a Lease Agreement (the "Lease") dated as of October 1, 1982 with THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF CALERA (the "Board") in order to induce the Board to issue Industrial Revenue Bonds for the purpose of acquiring, constructing and installing the Project, as defined in the Lease, which Project is located in the Town of Calera, Alabama.

WHEREAS, pursuant to the terms of the Lease, Tenant has leased the Project from the Board for the Lease Term, as defined in the Lease. The legal description of the Project is attached hereto as Exhibit A and made a part hereof.

WHEREAS, Subtenant desires to sublease the Project from the Tenant on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Sublease. Tenant hereby subleases to Subtenant, and Subtenant hereby takes and hires from Tenant, the Project.

2. Term. The term of the Sublease shall commence on the date hereof and terminate on the day prior to the last day of the Lease Term.

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Jack A

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3. Covenants of Tenant.

A. Tenant covenants and agrees that it will promptly pay all rent due under Section 5.3 of the Lease.

B. Tenant agrees to accord to Subtenant the same services and benefits with respect to the Project to the extent that Tenant receives such benefits from the Board under the Lease. Tenant shall not otherwise be obligated to provide Subtenant with any services or benefits.

C. Provided Subtenant promptly and faithfully performs all covenants and undertakings of Subtenant under this Sublease, Tenant warrants to Subtenant quiet possession and enjoyment of the Project during the term of this Sublease.

D. Tenant shall not assign its interest in the Lease without Subtenant's prior written consent, which consent shall not be unreasonably withheld; provided, however, Tenant shall have the right to assign its interest in the Lease to IC Industries, Inc. or any of its subsidiaries or affiliates without Subtenant's consent.

4. Covenants of Subtenant.

A. Subtenant shall assume all undertakings, and be bound by and become liable for, and promptly and faithfully perform each covenant, undertaking, agreement and obligation of Tenant as tenant under the Lease, except for the obligation to pay rent set forth in Section 5.3 of the Lease.

B. Subtenant has paid Tenant Ten and 00/100 Dollars (\$10.00) as subrent for the entire term of the Sublease,

receipt of which subrent is hereby acknowledged by Tenant. Subtenant shall not be obligated to perform Tenant's obligations to pay rent or any other amounts due under Section 5.3 of the Lease.

5. Remedies.

A. In the event of a default by Subtenant hereunder, Tenant shall have all the remedies accorded the Board under the Lease as to the default of the tenant thereunder.

B. In the event of a default by Tenant hereunder, Subtenant shall be entitled to all remedies provided at law or in equity. In addition, if Tenant defaults in the performance of its obligations under the Lease, Subtenant may at Subtenant's option perform all or any part of such obligations on behalf of Tenant. Any costs or expenses incurred by Subtenant in so performing such obligations (including, but not limited to, Subtenant's attorney's fees and costs) shall be payable by Tenant upon demand and shall bear interest at the highest rate permitted by law from the date expended by Subtenant until the date repaid by Tenant.

6. Purchase of Project. Upon purchase of the Project by Tenant pursuant to Article XII of the Lease, Tenant shall sell the Project to Subtenant, and Subtenant shall purchase the Project from Tenant, for Ten and 00/100 Dollars (\$10.00). Tenant shall convey the Project to Subtenant by Special Warranty Deed subject only to the Permitted Encumbrances (as defined in the Lease). The closing shall occur immediately after the closing on Tenant's purchase of the Project from the Board. The obligations

of the parties under this paragraph shall survive expiration of the term of this Sublease.

7. Other Rights of Tenant. Nothing in this Sublease shall affect any of the rights or privileges Tenant has under Articles IX and XI of the Lease.

8. Miscellaneous.

A. The terms, covenants and conditions of this Sublease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

B. All notices, demands, requests and other communications necessary or desirable under this Sublease shall be in writing and shall be deemed properly served if delivered by hand to the party to whose attention it is directed or if mailed, three days after mailing if sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

a. If intended for Tenant:

IC Products Company  
111 East Wacker Drive  
Chicago, Illinois 60601  
Attention: Treasurer

With a copy to:

General Counsel  
IC Products Company  
111 East Wacker Drive  
Chicago, Illinois 60601

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b. If intended for Subtenant:

ABC Rail Corporation  
200 South Michigan Avenue  
13th Floor  
Chicago, Illinois 60604  
Attention: President

With a copy to:

Douglas H. Walter  
Bell, Boyd & Lloyd  
Three First National Plaza  
Suite 3200  
Chicago, Illinois 60602

c. This Sublease is subject and subordinate to all the terms and conditions of the Lease, a copy of which is attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease on the date first above written.

IC PRODUCTS COMPANY

By: R. J. Smitz (Seal)

ABC RAIL CORPORATION

By: A. H. Stinson (Seal)

Attest: L. B. Moore

Attest: James F. Hanel

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Exhibit A

Commence at a point of intersection of the East side of a public road and North side of the Southern Railroad Main Line right of way, 100 feet wide, being the Southwesterly corner of the Abex Corporation Wheel Plant property; thence along the North side of the Railroad right of way, North 65 deg. 26 min. East a distance of 1005.62 feet to the point of beginning of the parcel being described; thence continuing along the North side of the Railroad right of way North 65 deg. 26 min. East a distance of 1200.00 feet to a point; thence North 24 deg. 34 min. West a distance of 255.00 feet to a point, being the Northeast corner of the formerly recorded Woodbine Avenue, 80.00 feet wide, which is now closed; thence by the North side of former Woodbine Avenue South 65 deg. 26 min. West a distance of 700.00 feet to a point; thence North 24 deg. 34 min. West 125.00 feet to a point; thence South 65 deg. 26 min. West a distance of 500.00 feet to a point; thence South 24 deg. 34 min. East a distance of 380.00 feet to a point of beginning. EXCEPT that part that may lie within 18th Street.

STATE OF ILLINOIS     )  
                                  )     ss.  
COUNTY OF COOK        )

I, Terry A. Markus, a Notary Public in and for  
said County, in the State aforesaid, do hereby certify that  
Glenn E. Stinson, personally known to me to be the  
\_\_\_\_\_ President of ABC Rail Corporation, a Delaware  
corporation, duly licensed to transact business in the State  
of Alabama, and James F. Hine, 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 severally acknowledged that they  
signed and delivered the said instrument as

\_\_\_\_\_ President and \_\_\_\_\_ Secretary of said  
corporation and caused the Corporate Seal of said  
corporation to be affixed thereto, pursuant to authority  
given by the Board of Directors of said corporation, as  
their free and voluntary act and deed of said corporation,  
for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of  
July, 1987.

" OFFICIAL SEAL "  
TERRY A. MARKUS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/30/90  
Commission expires 6/30/90

Terry A. Markus  
Notary Public

STATE OF ILLINOIS     )  
                                  ) ss.  
COUNTY OF COOK        )

I, CONSTANCE M. NORMAN a Notary Public in and for said County, in the State aforesaid, do hereby certify that R. J. Switzer, personally known to me to be the Vice President and Treasurer of IC Products Company, a Delaware corporation, duly licensed to transact business in the State of Illinois, and W. B. Moore, personally known to me to be the Assistant 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 severally acknowledged that they signed and delivered the said instrument as Vice President and Treasurer and Assistant Secretary of said corporation and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of July, 1987.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1987 JUL 10 PM 3:43

Thomas R. Shoultz, Jr.  
JUDGE OF PROBATE

Commission expires 12-9-87.

Constance M. Norman  
Notary Public

RECORDING FEES

Recording Fee \$20<sup>00</sup>

Index Fee 1<sup>00</sup>

TOTAL \$21<sup>00</sup>