

AGREEMENT

This Agreement ("Agreement") is entered into as of the ___ day of December, 2010, between the **CITY OF ROCHELLE**, an Illinois municipal corporation (the "City"), and **NIPPON SHARYO MANUFACTURING, LLC**, a Delaware limited liability company ("Nippon Sharyo"):

WITNESSETH

WHEREAS, the City has entered into a Development Agreement (the "City/GPLH Development Agreement") dated October 26, 2010, with GPLH, L.L.C., a Wisconsin limited liability company ("GPLH") relating to the development of property owned by GPLH within the boundaries of the City, consisting generally of approximately 200 acres to be developed as an industrial park bearing the name Interstate Transportation Center, the legal description of which is attached hereto as **Exhibit A** (the "ITC Property"); and

WHEREAS, Nippon Sharyo has entered into an agreement with GPLH to purchase a portion of the ITC Property known as Lot 2 (the "Nippon Sharyo Property"), and is also entering into a Site Development Agreement with GPLH related to the development of the ITC Property (the "Nippon Sharyo/GPLH Agreement"); and

WHEREAS, the City and GPLH have agreed to enter into an amendment to the City/GPLH Development Agreement, which amendment will include construction deadlines which are identical to Construction Milestones to be included in the Nippon Sharyo/ GPLH Agreement, and to amend the definition of rail improvements contained in Section 16 of the City/GPLH Development Agreement, by adding thereto two (2) rail spurs from the rail siding to the north boundary line of the Nippon Sharyo Property and two (2) switches connecting such rail siding with such spurs; and

WHEREAS, the City/GPLH Agreement contains provisions relating to the construction of public improvements within the ITC property by GPLH, including roads, water, sanitary sewer, electric, fiberoptic, and rail facilities, which are ultimately intended for the use of Nippon Sharyo as well as other future occupants of the ITC Property; and

WHEREAS, Nippon Sharyo has requested that certain of the City's obligations to GPLH under the City/GPLH Development Agreement be made to run in favor of Nippon Sharyo as well as GPLH, and that the City make certain other agreements with Nippon Sharyo;

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration the receipt and sufficiency of all of which are acknowledged, the parties agree as follows:

1. Terms Used. Capitalized terms used in this Agreement shall have the meaning given to them in this Agreement, or in the City/GPLH Development Agreement, as required by the context.

2. Stormwater Facility Improvements. The final paragraph of Section 17 of the City/GPLH Development Agreement provides as follows:

" Provided the City's engineer has confirmed that the stormwater detention facilities as then constructed are sufficient to serve the Project E-Rail site, the City agrees that it will not deny a building permit for the Project E-Rail improvements based on the stormwater detention facilities not having been completed or that a LOMR has not been received with respect to Developer's Property, it being understood, however, that Developer shall complete the stormwater detention facilities and obtain the LOMR before the City will issue any additional building permits for improvements to serve other tenants or occupants of Developers' property."

The City hereby makes the same agreement with Nippon Sharyo, which agreement may be relied upon and enforced by Nippon Sharyo, separate from and independent of GPLH and the City/GPLH Development Agreement.

3. Use of Sanitary Sewer Easement. The final paragraph of Section 18 of the City/GPLH Development Agreement provides as follows:

"Upon completion of construction of the sanitary sewer improvements, the City will abandon the existing 30-foot sanitary sewer easement described in Document No. 9709373 in the office of the Ogle County, Illinois, Recorder, as such easement crosses Lots 2 and 6 of Developer's Property as shown on the Plat of Subdivision."

The City hereby makes the same agreement with Nippon Sharyo, which agreement may be relied upon and enforced by Nippon Sharyo, separate from and independent of GPLH and the City/GPLH Development Agreement. Further, with respect to said section, Nippon Sharyo shall have the right to enter over and upon the existing sanitary sewer easement described in Document No. 9709373 ("Sanitary Sewer Easement"), as it crosses the Nippon Sharyo Property (the "Sanitary Sewer Easement across the Nippon Sharyo Property") for purposes of construction of Project E-Rail; provided, however:

(a) that no entry or construction work shall be allowed in or upon the areas within a 50-foot radius around the access points at each end of that portion of the sanitary sewer currently existing in the Sanitary Sewer Easement across the Nippon Sharyo Property where connections are to be made to a new sanitary sewer, and in or upon manholes A2 and A3 in the Sanitary Sewer Easement across the Nippon Sharyo Property, said access points and manholes being more particularly described on the drawings and coordinates attached hereto as **Exhibit B**; and

(b) that such entry and construction shall in no way impede, obstruct, or otherwise interfere with the operation of the sanitary sewer located in the Sanitary Sewer Easement, for the benefit of any of the users thereof; and

(c) that in the event the City, in the exercise of its reasonable discretion, determines that any activity by Nippon Sharyo or its contractor(s) has interfered, does so interfere, or threatens to interfere (as prohibited by Section 3 (a)(ii)), Nippon Sharyo and its contractor(s) shall, without delay, obey any stop work order issued by the City with respect to any work planned for or taking place on the Sanitary Sewer Easement across the Nippon Sharyo Property, and shall immediately

obey any order issued by the City to restore the sanitary sewer located in the Sanitary Sewer Easement across the Nippon Sharyo Property to an operable condition at Nippon Sharyo's expense, and shall pay any damages caused to any third party by reason of such interference.

4. Emergency Access. Access to the Nippon Sharyo Property by the City for purposes of utility maintenance or repair shall be made or allowed only after notice of such access is given telephonically to a 24-hour contact telephone number for Nippon Sharyo, which telephone number shall be provided by Nippon Sharyo to the City.

5. Construction Observation. Nippon Sharyo shall have the right to observe construction of any of the improvements which are being constructed under or pursuant to the City/GPLH Development Agreement in, on or upon any public land, easement or right-of-way; provided, however, that no observer may interfere with construction or give directions to any contractor(s) to or of the City, and provided further that no construction need be delayed by the absence of any observer.

6. GPLH Payment Obligations. Section 4 of the City/GPLH Development Agreement provides for GPLH to reimburse the City for certain fees, costs, expenses and charges, and further provides that GPLH will reimburse the City for a credit of \$80,000.00 to be given by the City to Nippon Sharyo against building permit fees owed by Nippon Sharyo. In the event GPLH should fail to perform any of its reimbursement obligations under Section 4 of the City/GPLH Development Agreement, neither Nippon Sharyo nor the Nippon Sharyo Property will be subject to any obligation of reimbursement for said amounts, or any right of recapture for said amounts.

7. Certificate of Satisfaction of Contingencies. Section 21 of the City/GPLH Development Agreement contains certain contingencies to the City's obligations under the City/GPLH Development Agreement. Upon satisfaction of such contingencies, the City shall

provide a certificate to Nippon Sharyo certifying that such contingencies have been fully satisfied, and that there are no unsatisfied contingencies to the City's obligations under the City/GPLH Development Agreement.

8. Exercise of Self-Help by City. Section 86-52 of the Rochelle Municipal Code and Section 12 of the City/GPLH Development Agreement impose on GPLH the obligation to deposit with the City adequate security for GPLH's obligations ("GPLH's Security") under the City/GPLH Development Agreement. In the event of GPLH's material default under the City/GPLH Development Agreement, the City will exercise its right to utilize any or all of GPLH's Security to complete construction of the Phase One Improvements, according to the terms of the City/GPLH Development Agreement (including according to the construction deadlines set forth in the City/GPLH Development Agreement, or as soon thereafter as is possible), to the extent reasonably possible based upon GPLH's Security then remaining and the time remaining; provided, however;

(a) that nothing contained in this section shall in any event whatsoever impose any financial obligation on the City;

(b) that if failure to meet any construction deadline set forth in the City/GPLH Development Agreement results from GPLH's inability to obtain required approval(s) from persons not party hereto or to the City/GPLH Development Agreement, or from government agencies (other than the City), despite timely and diligent action by GPLH to secure said approval(s), the City shall have no obligation by reason thereof to exercise its rights under Section 12 of the City/GPLH Development Agreement;

(c) that the determination as to whether GPLH has materially defaulted in its obligations under the City/GPLH Development Agreement, and the determination as to the nature and timing of completion of any of the Phase One Improvements remaining incomplete at the time of GPLH's

default, and the determination of the process for completion of said Phase One Improvements, shall be within the reasonable exercise of the City's sole discretion; and

(d) that in the event GPLH's Security shall be insufficient to pay for the completion of the Phase One Improvements, neither Nippon Sharyo nor the City shall be obligated to pay the costs of completing the same after exhaustion of GPLH's Security.

9. CenterPoint Property. Section 16 of the City/GPLH Development Agreement provides that the City shall use its best efforts to obtain the necessary right-of-way along the north boundary line of the CenterPoint Property for purposes of the rail improvements described in Section 16 of the City/GPLH Development Agreement to be constructed adjacent to the CenterPoint Property. The City hereby makes the same agreement with Nippon Sharyo.

10. Assignment. This Agreement may not be assigned by either party hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the respective successors of each.

11. Notices. All notices, approvals, requests, instructions, identifications, directions, demands, disclosures, waivers, authorizations, advice, consents, elections, acceptances, agreements, extensions or other communications herein required or which either party hereto desires to give to the other party hereto shall be in writing and shall be sent by certified or registered, return receipt requested, postage prepaid, mail, personal delivery, receipt confirmed facsimile transmission, receipt confirmed electronic mail or recognized, commercial courier which maintains evidence of delivery, and shall be deemed sufficiently given if mailed, transmitted or delivered to the respective party hereto at the address noted for said party hereto below, (or if more than one address is so noted, then to any one of such noted addresses). Regardless of the actual time of receipt, all communications between addresses in the continental United States sufficiently

given are deemed given three (3) days after the postmarked date if given through the mail, and on the day received if given by personal delivery, confirmed facsimile transmission, receipt confirmed electronic mail or commercial courier. Regardless of the actual time of receipt, all communications to or between any addresses outside of the continental United States sufficiently given are deemed given ten (10) days after the postmarked date if given through the mail, and on the day received if given by personal delivery, confirmed facsimile transmission, receipt confirmed electronic mail or private courier. Copies of all communications to the parties hereto shall, to be effective, be simultaneously given in the same manner to the respective legal counsel of the parties hereto as set forth below.

Address of Nippon Sharyo: c/o Nippon Sharyo Manufacturing, LLC.
2340 S. Arlington Heights Road
Suite 605
Arlington Heights, IL 60005
Attn: Mr. Yasuhiko (Frank) Mochizuki
Telecopier No.: (847) 228-5530
E-Mail: mochizuki@nipponsharyo.com

Legal Counsel for Nippon Sharyo: Masuda, Funai, Eifert & Mitchell, Ltd.
203 N. LaSalle Street, Suite 2500
Chicago, Illinois 60601
Attention: Keith W. Groebe, Esq.
Telecopier No.: (312) 245-7467
E-Mail: kgroebe@masudafunai.com

Address of the City: City of Rochelle
420 N 6th Street
P.O. Box 601
Rochelle, IL 61068
Attn: City Manager
Fax: (815) 561-8648

Legal Counsel for the City: Alan H. Cooper
233 East Route 38, Suite 202
P. O. Box 194
Rochelle, IL 61068

Telecopier No.: (815) 562-3857
E-mail: cooplaw@rochelle.net

12. Miscellaneous. Time is of the essence. This Agreement and the **Exhibits** attached hereto (all of which are incorporated into this Agreement as fully as if set forth herein at length) contain the entire integrated expression of agreement of the parties hereto regarding the subject matter hereof, and supersede any contrary or inconsistent prior oral or written or contemporaneous oral agreements pertaining to the subject matter hereof. This Agreement may be modified only by a written instrument signed by both of the parties hereto. Either party hereto prevailing in a legal action to enforce this Agreement is entitled to reasonable attorneys' fees and court costs. The invalidity or unenforceability of any provision of this Agreement does not affect the remainder of this Agreement. This Agreement is governed by Illinois law. Anything contained herein to the contrary notwithstanding, this Agreement is expressly made subject to, and the effectiveness hereof is expressly made preconditioned upon, and neither party hereto shall have any right or duty hereunder unless and until, consummation of the acquisition by Nippon Sharyo of fee title to the Nippon Sharyo Property.

13. Further Assurances. Each party hereto shall do, make, execute and deliver such additional and further acts, deeds, instruments and documents as may be reasonably required to carry out the provisions of this Agreement.

14. Official Language of Agreement. The official language of this Agreement is English. Any translation hereof into any other language shall be deemed to be only an accommodation. As such, in the event of any inconsistency in meaning or interpretation between this Agreement and any translation hereof into any language other than English, this Agreement in the English language shall control and be the binding, enforceable and official contract between the parties hereto from and by which all rights and duties of the parties hereto arise and exist.

15. Headings. The various headings used in this Agreement are solely for convenience only and shall not be used in interpreting the text before which the same appear.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement in counterpart, and fully binding original copies, as of the date set forth above.

THE CITY OF ROCHELLE, an Illinois
municipal corporation

NIPPON SHARYO MANUFACTURING, LLC
Delaware limited liability company

BY: _____
NAME: Ken Alberts
ITS: City Manager

BY: _____
NAME: _____
ITS: _____

ATTEST: _____
Name: Bruce McKinney
ITS: City Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

I, the undersigned notary public, do hereby certify that Ken Alberts and Bruce McKinney, the City Manager and City Clerk, respectively, of the City of Rochelle, an Illinois municipal corporation, 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 they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the City.

Given under my hand and official seal, as of this _____ day of _____, 2010.

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned notary public, do hereby certify that _____, the _____ of Nippon Sharyo Manufacturing, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ___he signed and delivered the said instrument in said capacity, pursuant to authority of the governing body and governing instruments of such limited liability company.

Given under my hand and official seal, as of this _____ day of _____, 2010.

(SEAL)

NOTARY PUBLIC

Prepared by:
ALAN H. COOPER
Attorney at Law
233 East Route 38, Suite 202
P. O. Box 194
Rochelle, IL 61068
(815) 562-2677

Exhibit A

ITC

Part of the Southeast Quarter and the Northeast Quarter of Section 22, and part of the South half and the Northwest Quarter of Section 23, all in Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows to-wit:

Beginning at the Southeast corner of the Southeast Quarter of said Section 22; thence South $89^{\circ}54'38''$ West along the South line of the Southeast Quarter of Section 22, a distance of 492.02 feet; thence North $00^{\circ}06'41''$ West, a distance of 3539.89 feet to the Southwesterly right-of-way line of the Burlington Northern-Santa Fe Railroad; thence South $56^{\circ}44'21''$ East, along the Southwesterly right-of-way line of said Burlington Northern-Santa Fe Railroad, a distance of 4586.91 feet; thence South $00^{\circ}45'20''$ West, a distance of 1011.97 feet to the South line of the Southeast Quarter of said Section 23; thence South $89^{\circ}44'37''$ West along the South line of the Southeast Quarter of said Section 23, a distance of 685.20 feet to the Southwest corner of the Southeast Quarter of said Section 23; thence South $89^{\circ}48'57''$ West along the South line of the Southwest Quarter of said Section 23, a distance of 1754.03 feet; thence North $00^{\circ}11'14''$ West, a distance of 160.00 feet; thence South $89^{\circ}48'57''$ West, a distance of 100.00 feet; thence South $00^{\circ}11'14''$ East, a distance of 160.00 feet to the South line of the Southwest Quarter of said Section 23; thence South $89^{\circ}48'57''$ West along the South line of the Southwest Quarter of said Section 23, a distance of 784.05 feet to the Point of Beginning, containing 199.653 acres, more or less, all being situated within the County of Ogle and State of Illinois.

Exhibit B

See Attached

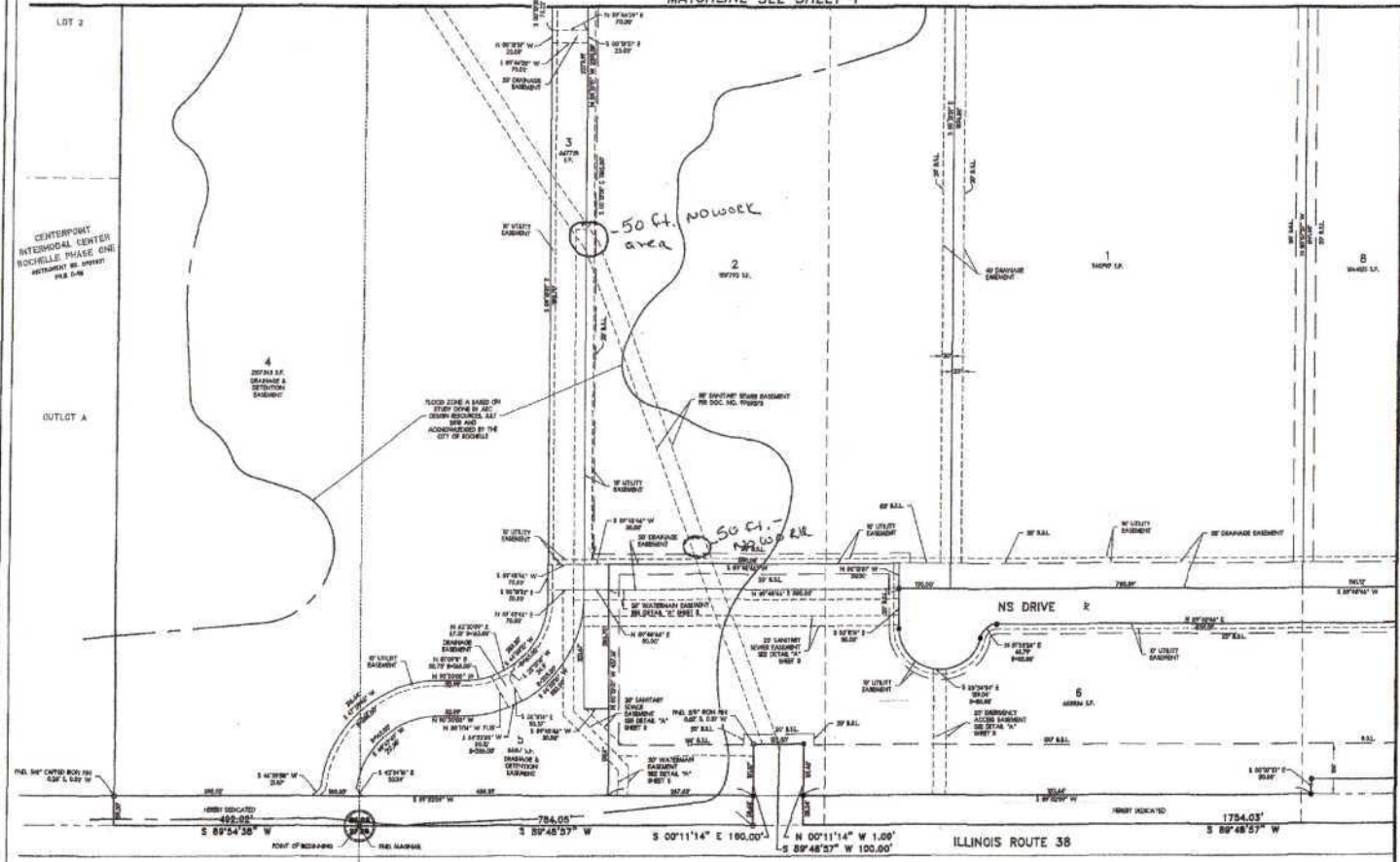
FINAL PLAT OF INTERSTATE TRANSPORTATION CENTER

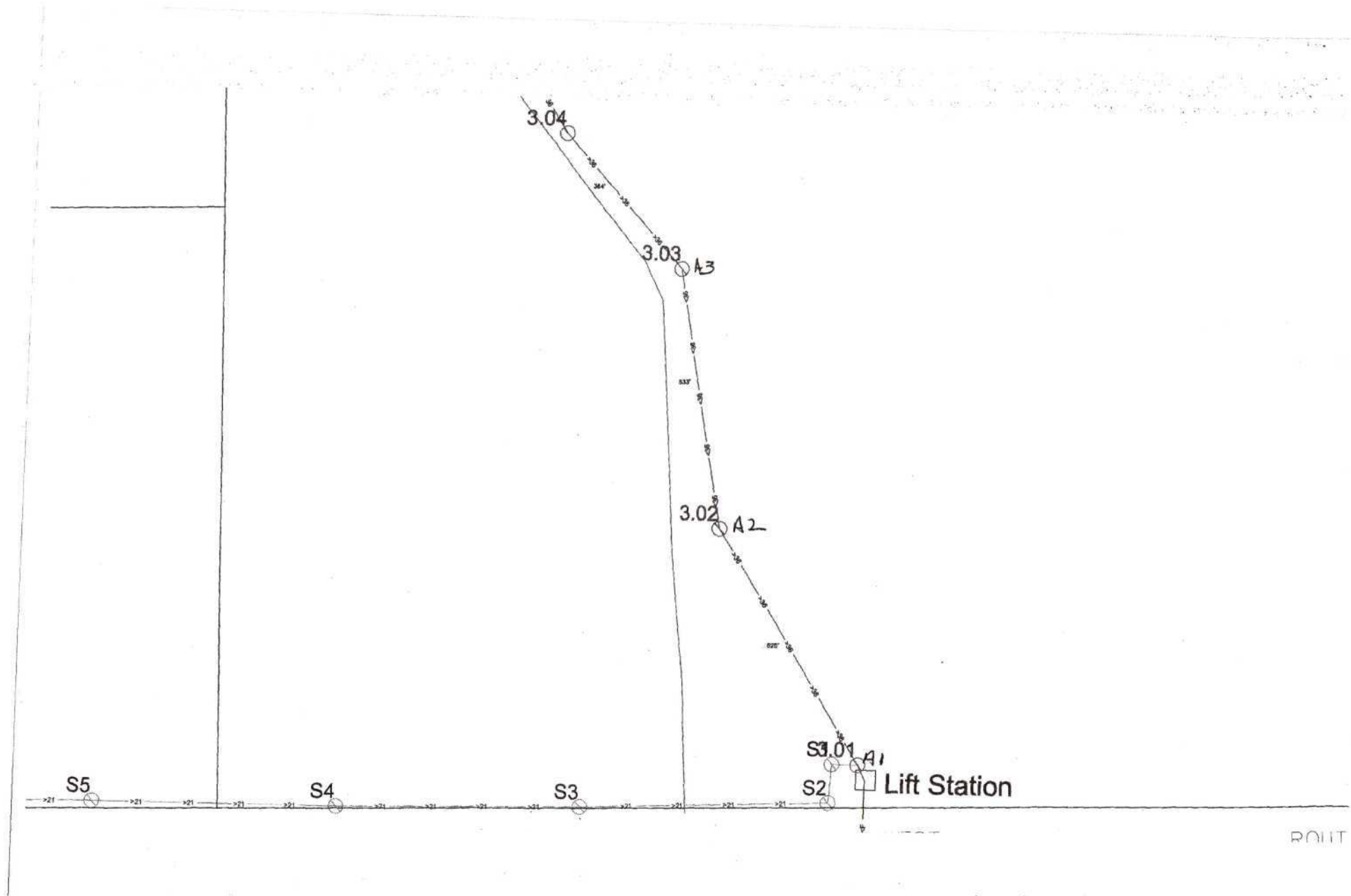
BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE
NORTHEAST QUARTER OF SECTION 22, AND PART OF THE SOUTH HALF AND
THE NORTHWEST QUARTER OF SECTION 23, ALL IN TOWNSHIP 40 NORTH,
RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, OGLE COUNTY, ILLINOIS
MATCHLINE SEE SHEET 1



ARC DESIGN
RESOURCES INC.

1414 S. WINDYVILLE ROAD
ROCKFORD, ILLINOIS 61101
PHONE: 815-398-4300
FAX: 815-398-4302
www.arc-design.com
Design Firm License No. 06-0000





PLUT

Points of Project: 1055R10_Rochelle_MHlocate_101910 (Coordinate System: ILWESTNAD83-09, Units: fts)

Point ID	Point Class	Northing	Easting	Ellip. Hgt.	Ortho. Hgt.	Code	Postn. Qty
<input checked="" type="checkbox"/> A1	Measured	1915069.3931	2589614.1541	669.6943	777.9486	351 337	0.0273
<input checked="" type="checkbox"/> A2	Measured	1915558.2759	2589414.6963	665.4620	773.7164	351 337	0.0413
<input checked="" type="checkbox"/> A3	Measured	1916056.8303	2589226.2676	665.1955	773.4499	351 337	0.0353
<input checked="" type="checkbox"/> A4	Measured	1916347.0289	2589004.7645	666.6840	774.9351	351 337	0.0470
<input checked="" type="checkbox"/> A5	Measured	1916641.3226	2588789.1106	666.3644	774.6155	351 337	0.0452
<input checked="" type="checkbox"/> A6	Measured	1917042.9405	2588779.6876	667.5535	775.8046	351 337	0.0415
<input checked="" type="checkbox"/> A7	Measured	1917400.4420	2588654.3257	669.0809	777.3288	351 337	0.0736
<input checked="" type="checkbox"/> A8	Measured	1917828.0893	2588376.1682	668.3813	776.6292	351 337	0.0404
<input checked="" type="checkbox"/> A9	Measured	1918271.8125	2588366.6915	671.9505	780.1984	351 337	0.0497
<input checked="" type="checkbox"/> RTCM-Ref 0025	Reference	1911288.5655	2675621.7573	769.8610	878.1810		0.0000