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2009 061100

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 SEP -4 AM 8:58

MICHAEL A. BROWN
RECORDER

**THIS INSTRUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

Harold B. Pomerantz, Esq.
DLA Piper LLP (US)
203 N. LaSalle Street
Chicago, Illinois 60601

This space reserved for Recorder's use only.

THIS MEMORANDUM OF SECOND AMENDMENT TO GROUND LEASE (this "Memorandum") is made, executed and delivered as of the 14th day of August, 2009 by and between **TECUMSEH REDEVELOPMENT INC.**, formerly known as Arcelormittal Tecumseh Redevelopment Inc., a Delaware corporation ("Landlord"), and **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation ("Tenant").

NOT RECITALS!

WHEREAS, Landlord and Tenant have entered into that certain Ground Lease dated as of October 31, 2007, as amended by that certain First Amendment to Ground Lease dated as of May 1, 2009 and by that certain Second Amendment to Ground Lease of even date (collectively, the "Ground Lease"), pursuant to which Landlord has leased to Tenant, and Tenant has leased from Landlord, certain premises located on the Indiana Harbor Canal adjacent to and northeast of Dickey Road in East Chicago, Indiana and consisting of approximately 33,135 acres in the aggregate (the "Premises"), upon the terms and conditions set forth within the Ground Lease; and

WHEREAS, Landlord is the fee owner of the Premises legally described on Exhibit A and Exhibit A-1 attached hereto and made a part hereof; and

WHEREAS, Landlord and Tenant desire to set forth certain terms and provisions contained in the Ground Lease in this Memorandum for recording purposes;

NOW, THEREFORE, for and in consideration of the rents reserved and the covenants and conditions set forth in the Ground Lease, the receipt, adequacy and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. **Definitions.** Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed to them in the Ground Lease.

CHICAGO TITLE INSURANCE COMPANY

82080C

**CTIC has made an accommodation
recording of the instrument**

2500
CT
RM

2. **Grant of Lease.** Pursuant to the Ground Lease, Landlord has demised and leased to Tenant, and Tenant has leased from Landlord, the Premises upon the terms and conditions set forth in the Ground Lease.

3. **Commencement Date.** The Term of the Ground Lease commenced on November 1, 2007; and, as of August 8, 2008 the Original Premises (as defined in the Second Amendment to Ground Lease) was expanded to include the Additional Premises (as defined in the Second Amendment to Ground Lease and legally described on Exhibit A-1 attached hereto).

4. **Expiration Date.** The Term of the Ground Lease shall expire, unless sooner terminated or extended or renewed, on December 31, 2012.

5. **Additional Provisions.** The entirety of the Ground Lease has been incorporated herein by reference, and all of the terms thereof shall apply to and be binding upon Landlord and Tenant in connection with this Memorandum. This Memorandum is being entered into and recorded in order to give constructive notice to third parties as to the existence of the Ground Lease and Tenant's rights thereunder. To the extent that a conflict or inconsistency may exist between any term or condition of this Memorandum and any term or condition contained in the Ground Lease, such term or condition contained in the Ground Lease shall govern and control.

6. **Counterparts.** This instrument may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first written above.

LANDLORD:

TECUMSEH REDEVELOPMENT INC.,
formerly known as Arcelormittal Tecumseh
Redevelopment, Inc., a Delaware corporation

By: *Keith Nagel*
Name: *Keith Nagel*
Its: *Authorized Representative*

TENANT:

BP PRODUCTS NORTH AMERICA INC.,
a Maryland corporation

By: *Thomas Boslett*
Name: *Thomas Boslett*
Its: *Authorized Representative*



STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

BEFORE ME, Susan E. Dick, a Notary Public in and for said County, in the State aforesaid, personally appeared the above-named Tecumseh Redevelopment Inc., a Delaware corporation, by Keith A. Nagel, its Authorized Representative, who acknowledged that as such Authorized Representative he signed and delivered the said Instrument as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 14th day of August, 2009.

Susan E. Dick
Notary Public

My Commission Expires: October 29, 2012



STATE OF Ohio
COUNTY OF Lucas) SS

Document is NOT OFFICIAL!
This Document is the property of the Lucas County Recorder!

I, Pamela L. Plunkett, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Thomas Boslett, personally known to me to be the Business Dev Mgr of BP Products NA Inc, a corporation of the State of Maryland, and _____, personally known to me to be the authorized representative said corporation, whose names are subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such Thomas Boslett and _____, they signed and delivered the said Instrument of writing as authorized representative and _____ 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 Notarial Seal, this 26th day of August, 2009

Pamela L. Plunkett
Notary Public

My Commission Expires: 8-11-14

PAMELA L. PLUNKETT
Notary Public, State of Ohio
My Commission Expires 08-11-2014

DECLARATION

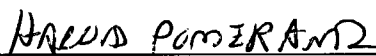
I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under penalties of perjury that:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



(signature)



Harold B. Pomerantz



EXHIBIT A

LEGAL DESCRIPTION OF ORIGINAL PREMISES



EXHIBIT A-1

**LEGAL DESCRIPTION OF
ADDITIONAL PREMISES**

Parcel 1:

A part of Parcel II as recorded in Lake County Document 2002 037993, said part being located in Fractional Section 16, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Lake County, Indiana, said part being more particularly described as follows: Commencing at Point "L", said point being located 200.00 feet Southwesterly at right angles from the approximate centerline of the Indiana Harbor Canal and on the Northeastern right of way line of the Elgin, Joliet and Eastern Railway Company (said point referenced in Parcel Three (3), Item Three (3), Group Six (6) of the First Mortgage to The Bankers Trust Company from the Youngstown Sheet and Tube Company, recorded in Volume (308) of Mortgages, Page (1), Office of the Recorder, Lake County, Indiana; thence South 46 degrees 47 minutes 32 seconds West, parallel with and 200 feet Northwesterly of the approximate centerline of the Indiana Harbor Canal, a distance of 326.69 feet to a point on the Southwesterly line of a 26.00 foot strip of land owned by the Indiana Harbor Belt Railroad Company by deed recorded December 10, 1912, Deed Record 185, Page 325; thence South 46 degrees 55 minutes 58 seconds East, along said Southwesterly line of a 26.00 foot strip of land owned by the Indiana Harbor Belt Railroad, a distance of 100.16 feet to the intersection said Southwesterly line with the Northwest right-of-way line of the Indiana Harbor Canal, said Northwest right-of-way line being parallel and 100.00 feet Northwesterly of the centerline of said Indiana Harbor Canal; thence South 46 degrees 47 minutes 32 seconds West along said parallel line, 1336.02 feet; thence North 45 degrees 48 minutes 15 seconds West, 683.00 feet; thence South 46 degrees 31 minutes 34 seconds West, 719.47 feet to the Point of Beginning; thence South 46 degrees 31 minutes 34 seconds West 408.44 feet to the Northeast line of Dickey Road; thence North 46 degrees 42 minutes 58 seconds West along said line, 1107.15 feet to the easterly line of Riley Road (relocated); thence North 08 degrees 13 minutes 42 seconds West along said line, 136.38 feet; thence North 30 degrees 15 minutes 34 seconds East along said line, 641.13 feet; thence North 45 degrees 27 minutes 06 seconds East along said line, 141.01 feet; thence South 08 degrees 14 minutes 10 seconds East, 443.12 feet; thence South 44 degrees 57 minutes 13 seconds West, 53.55 feet; thence South 46 degrees 30 minutes 35 seconds East, 643.64 feet; thence South 43 degrees 13 minutes 35 seconds West, 36.08 feet; thence South 46 degrees 38 minutes 04 seconds East, 239.29 feet; thence South 43 degrees 13 minutes 35 seconds West, 74.27 feet; thence South 46 degrees 34 minutes 16 seconds East, 147.79 feet to the Point of Beginning.

Parcel 2:

A part of Parcel II as recorded in Lake County Document 2002 037993, said part being located in Fractional Section 16, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Lake County, Indiana, said part being more particularly described as follows: Commencing at Point "L", said point being located 200.00 feet Southwesterly at right angles from the approximate centerline of the Indiana Harbor Canal and on the Northeastern right of way line of the Elgin, Joliet and Eastern Railway Company (said point referenced in Parcel Three (3), Item Three (3), Group Six (6) of the First Mortgage to The Bankers Trust Company from the Youngstown Sheet and Tube Company, recorded in Volume (308) of Mortgages, Page (1), Office of the Recorder, Lake County, Indiana; thence South 46 degrees 47 minutes 32 seconds West, parallel with and 200 feet Northwesterly of the approximate centerline of the Indiana Harbor Canal, a distance of 326.69 feet to a point on the Southwesterly line of a 26.00 foot strip of land owned by the Indiana Harbor Belt Railroad Company by deed recorded December 10, 1912, Deed Record 185, Page 325: thence South 46 degrees 55 minutes 58 seconds East, along said Southwesterly line of a 26.00 foot strip of land owned by the Indiana Harbor Bell Railroad, a distance of 100.16 feet to the intersection said Southwesterly line with the Northwest right-of-way line of the Indiana Harbor Canal, said Northwest right-of-way line being parallel and 100.00 feet Northwesterly of the centerline of said Indiana Harbor Canal; thence South 46 degrees 47 minutes 32 seconds West along said parallel line, 1336.02 feet; thence North 45 degrees 48 minutes 15 seconds West, 683.00 feet; thence South 46 degrees 31 minutes 34 seconds West, 415.83 feet to the Point of Beginning; thence South 46 degrees 31 minutes 34 seconds West 110.97 feet; thence North 46 degrees 41 minutes 12 seconds West, 125.50 feet; thence North 42 degrees 54 minutes 29 seconds East, 109.82 feet; thence South 47 degrees 06 minutes 35 seconds East, 132.50 feet to the Point of Beginning.

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