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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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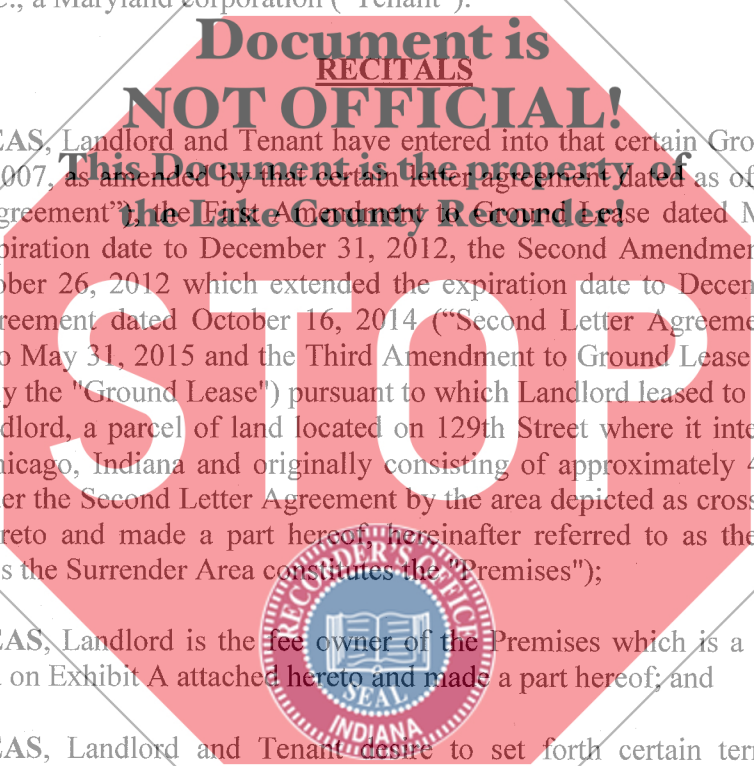
MICHAEL B. BROWN
RECORDER

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

Edward J. Krzyminski
Contract Counsel / Corporate R.E.
BP America Inc.
150 W. Warrenville Rd.
Building 200
Naperville, IL 60563

83823^c This space reserved for Recorder's use only.

THIS MEMORANDUM OF THIRD AMENDMENT TO GROUND LEASE (this "Memorandum"), is made, executed and delivered as of the 1st day of June, 2015 by and between **TECUMSEH REDEVELOPMENT INC.**, a formerly known as Arcelormittal Tecumseh Redevelopment Inc., a Delaware corporation ("Landlord"), and **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation ("Tenant").



WHEREAS, Landlord and Tenant have entered into that certain Ground Lease dated as of October 31, 2007, as amended by that certain letter agreement dated as of February 13, 2009 ("First Letter Agreement"), the First Amendment to Ground Lease dated May 1, 2009 which extended the expiration date to December 31, 2012, the Second Amendment to Ground Lease dated as of October 26, 2012 which extended the expiration date to December 31, 2014, that certain letter agreement dated October 16, 2014 ("Second Letter Agreement") extending the expiration date to May 31, 2015 and the Third Amendment to Ground Lease dated as of June 1, 2015 (collectively the "Ground Lease") pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, a parcel of land located on 129th Street where it intersects with Dickey Road in East Chicago, Indiana and originally consisting of approximately 47.978 acres which was reduced under the Second Letter Agreement by the area depicted as crosshatched on Exhibit "B" attached hereto and made a part hereof, hereinafter referred to as the "Surrender Area" (47.978 acres less the Surrender Area constitutes the "Premises");

WHEREAS, Landlord is the fee owner of the Premises which is a portion of the land legally described on Exhibit A 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:

\$2300
M.E
O.T

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

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. **Expiration Date.** The Term of the Ground Lease shall expire, unless sooner terminated or extended or renewed, on December 31, 2018.

4. **Option to Extend.** Landlord granted to Tenant the option to extend the Term of the Lease for an additional two years to expire on December 31, 2020, which option is exercisable prior to the expiration of the current extended term, unless the Term is sooner terminated or extended or renewed.

5. **Surrender Area Access.** Landlord granted to Tenant a non-exclusive right of access for use from time to time throughout the Term for the purpose of ingress and egress upon and across a portion of the Surrender Area.

6. **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 hereunder. To the extent that a conflict of 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.

7. **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:

TENANT:

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

BP PRODUCTS NORTH AMERICA INC.,
a Maryland corporation

By: *Keith Nagel*
Name: KEITH NAGEL
Its: V.P. REAL ESTATE

By: *Richard W. Potocek*
Name: Richard W. Potocek
Its: Attorney in fact





STATE OF Ohio)
) SS.
COUNTY OF Summit)

I, Susan Dick, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Keith Nagel, personally known to me to be the Director, Real Estate of Tecumseh Redevelopment, Inc., a corporation organized under the laws of the State of Delaware, and _____, personally known to me to be the _____ of said _____, whose names are subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such Director, Real Estate and _____, they signed and delivered the said Instrument as their 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 23rd day of September, 2015.

Susan E. Dick
Notary Public



My Commission Expires: November 6, 2017

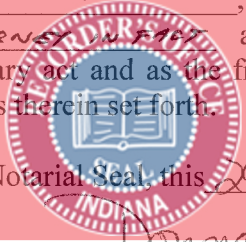
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STATE OF Ill)
) SS.
COUNTY OF DuPAGE)

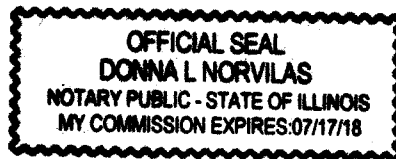
I, DONNA L. NORVILAS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RICHARD POTOCER, personally known to me to be the ATTORNEY IN FACT of BP PRODUCTS NA INC., a corporation of the State of MD, and _____, personally known to me to be the _____ of said corporation, whose names are subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such ATTORNEY IN FACT and _____, they signed and delivered the said Instrument of writing as ATTORNEY IN FACT 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 29 day of JULY, 2015.

Donna L. Norvilas
Notary Public



My Commission Expires: 7-17-18

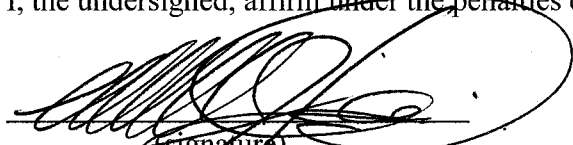


DECLARATION

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 necessary and permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent necessary and 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)



Edward J. Krzyminski



EXHIBIT A

LEGAL DESCRIPTION OF CERTAIN LAND
A PART OF WHICH (EXCLUDING THE SURRENDER AREA) CONSTITUTES
THE PREMISES

Commencing at the Northwest Corner of Fractional Section 16, Township 37 North, Range 9 West, Lake County, Indiana; thence South 00 degrees 28 minutes 54 seconds East along the West line of Section 16, also being along the approximate centerline of Dickey Place a distance of 245.26 feet; thence South 46 degrees 42 minutes 58 seconds East, along the Northwesterly extension of the Southwestern right-of-way line of the Pennsylvania Railroad, a distance of 41.54 feet to the point of beginning of this description (shown as P.O.B. No. 6 on Plat); thence continuing along said Southwestern right-of-way line South 46 degrees 42 minutes 58 seconds East, a distance of 1780.17 feet to the West line of the East 1/2 of the Fractional Northwest 1/4 of Section 16; thence South 00 degrees 26 minutes 47 seconds East along said West line. A distance of 834.00 feet; thence South 64 degrees 44 minutes 22 seconds West, a distance of 769.78 feet to the Northern right-of-way line of 129th Street; thence North 88 degrees 29 minutes 08 seconds West along said right-of-way line, a distance of 455.40 feet to the Eastern right-of-way line of Dickey Place; thence North 46 degrees 22 minutes 50 seconds West along said Eastern right-of-way line, a distance of 98.94 feet; thence North 00 degrees 28 minutes 54 seconds West along said Eastern right-of-way line, a distance of 822.26 feet; thence North 07 degrees 54 minutes 16 seconds West along said Eastern right-of-way line, a distance of 464.45 feet; thence North 00 degrees 28 minutes 54 seconds West along said Eastern right-of-way line, a distance of 1020.46 feet to the point of beginning.

Less, except and excluding the Surrender Area.



Exhibit "B"
(Depiction of Surrender Area is crosshatched)

