2017 087753

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2017 DEC 27 AH 11: 12

EXHIBIT B

MICHAEL B. BROWN RECORDER

MEMORANDUM OF PURCHASE OPTION

THIS MEMORANDUM OF PURCHASE OPTION (this "Memorandum") dated as of 1/20, 2017 (the "Effective Date"), is entered into by and between AMMO PROPERTIES, LLC, an Indiana limited liability company ("Landlord") and CENTENNIAL STEEL PROCESSING, LLC, a Delaware limited liability company ("Tenant"). Landlord and Tenant hereby acknowledge the following:

- 1. <u>Lease</u>. Concurrently with the execution of this Memorandum, Landlord and Tenant have entered into that certain Industrial Lease Agreement (the "Lease") whereby Landlord leased to Tenant that certain land, buildings, and property, including all improvements therein or to be provided by Landlord, located at 2600 E. 5th Ave., Gary, IN 46402 and as more fully described on Annex A (the "Premises").
- 2. <u>Definitions</u>. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Lease.
- 3. Term. Subject to the terms and conditions of the Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Prentises for an initial term (the "mittal Perm") that shall commence on the Effective Date and end on the last day of the month its which occurs the first (1) daniversary of the Effective Date, subject to earlier termination pursuant to any of the terms, covenants or conditions of the Lease or pursuant to Law. Notwithstanding the foregoing, the term of the Lease shall automatically renew for a subsequent 1-year period (each, a "Renewal Term") unless either party provides written notice to the other of its desire not to renew the term of this Lease at least forty-five (45) days before the expiration of the applicable Term of the Lease. Any applicable Renewal Term shall be on the same terms and conditions as set forth in the Lease.
- 4. <u>Purchase Option</u>. For valuable consideration, Landlord has granted to Tenant the exclusive right and option to purchase the entirety of the Premises in accordance with the terms and conditions set forth in <u>Article XXI</u> of the Lease (the "Purchase Option"), which Purchase Option may be exercised at any time during the Term (including any extension or renewal thereof), by Tenant providing Landlord with written notice of Tenant's exercise of the Purchase Option prior to the expiration of the Vetta.
- Sufficiently given if either: (a) delivered by hand (against a signed receipt); (b) sent by registered or certified mail (return receipt requested, postage prepaid); of (c) sent by nationally recognized overnight delivery service. Each notice shall be deemed given on the date when it shall have been hand delivered, three (3) days if mailed in accordance with Article XVI of the Lease or the next Business Day if sent by nationally recognized overnight delivery service. Either party may change its notice address upon written notice to the other party. A party's refusal to accept delivery of any notice or communication sent by the other party shall not render such notice ineffective. Notwithstanding the foregoing, all bills, statements, invoices, consents, requests or other communications from Landlord to Tenant with respect to Rent may be sent to Tenant by regular United States mail. Notices shall be delivered to the following addresses:

if to Landlord:

Ammo Properties, LLC 14620 Arminta Street Van Nuys, CA 91402 Attn: Marcia Gage / Re: AMMO if to Tenant:

Centennial Steel Processing, LLC c/o Robindale Energy
11 Lloyd Avenue, Suite 200
Latrobe, PA 15650
Attn: Jud Kroh

AMOUNT \$_	<u> </u>
CASH	- CHARGE
CHECK #	- CHARGE
OVERAGE_	
CODY	

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NON-COM _____

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written. WITNESS/ATTEST: LANDLORD: Name: Title:) ss: **COUNTY OF** _, 2017, before me, the undersigned, personally came On the day of _, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument. IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal.

the Lake County Recorder! Notary Public [notarial seal] TENANT: CENTENNIAL STEEL PROCESSING, LLC By: Name: Title: SS: **COUNTY OF** 2017, before me, the undersigned, personally came On the __ day of , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature

on the instrument, the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal.

Notary Public

[notarial seal]

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.		
State of California)		
County of los Angeles)		
On November 30, 2017 before me,	Marcia S. Gage	
Date	Here Insert Name and Title of the Officer	
personally appearedMighael Melideo 11	nent is	
NOTOF	Name(s) of Signer(s)	
subscribed to the within instrument and acknowle	victance to be the person(s) whose name(s) is/are tiged to me that he/she/they executed the same in the/their signature(s) on the instrument the person(s), ed, executed the instrument.	
O'	certify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph true and correct.	
MARCIA S. GAGE Commission # 2114736	ignature Marcia A	
Los Angeles County My Comm. Expires Jul 3, 2019 Place Notary Seal Above	Signature of Notary Public	
	OMAL	
	formation can deter alteration of the document or form to an unintended document.	
Description of Attached Document Title or Type of Document: Memoraridum of Purchase Opt Document Date: 11/30/17		
Number of Pages: Signer(s) Other Than	1	
Capacity(ies) Claimed by Signer(s)		
Signer's Name:	Signer's Name:	
☐ Corporate Officer — Title(s):	☐ Partner — ☐ Limited ☐ General	
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact	
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator ☐ Other:	
Other:Signer is Representing:	Signer is Representing:	



OFFICE OF THE LAKE COUNTY RECORDER

LAKE COUNTY GOVERNMENT CENTER 2293 NORTH MAIN STREET CROWN POINT, INDIANA 46307

MICHAEL B. BROWN Recorder

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PHONE (219) 755-3730 FAX (219) 755-3257

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