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STATE OF INDIANA
COUNTY OF LAKE

482663

**FIRST AMENDMENT TO
ASSIGNMENT OF GROUND LEASE**

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THIS FIRST AMENDMENT TO ASSIGNMENT OF GROUND LEASE (this "Amendment") is made as of May 28, 1998, by and between **LAKESIDE ENERGY CORPORATION**, an Indiana corporation ("Assignor"), having an address at 801 East 86th Avenue, Merrillville, Indiana 46410, and **DEPOT HILL FUNDING, LIMITED PARTNERSHIP**, a Delaware limited partnership ("Assignee"), having an address at ML Leasing Equipment Corp., World Financial Center, North Tower - 27th Floor, 25 Vesey Street, New York, New York 10281-1327.

JUN 02 1998

WITNESSETH
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WHEREAS, Assignor is the Lessee under that certain Ground Lease dated as of September 1, 1995 (the "Original Lease"), by and between USX Corporation - U.S. Steel Group (the "Ground Lessor"), as ground lessor therein, and Assignor, as ground lessee therein, that certain First Amendment to Ground Lease, dated as of September 11, 1996 (the "First Amendment"), a Short Form and Memorandum of Lease with respect to said Original Lease and First Amendment having been recorded on September 18, 1996, in the office of the Recorder of Lake County, Indiana, as Document No. 96062456, and that certain Second Amendment to Ground Lease and First Amendment to Short Form and Memorandum of Lease dated as of April 24, 1998 (the "Second Amendment"), which Second Amendment was recorded on May 4, 1998, in the office of the Recorder of Lake County, Indiana, as Document No. 98031942 (the Original Lease, as so amended by the First Amendment and the Second Amendment, is hereinafter referred to as the "Ground Lease"); and

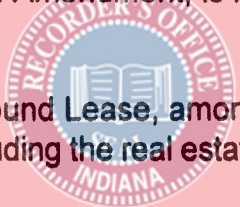
WHEREAS, the Ground Lease, among other matters, demised and leased to Assignor certain Premises, including the real estate legally described on Exhibit A to the First Amendment; and

WHEREAS, Assignor and Assignee entered into that certain Assignment of Ground Lease (the "Assignment") dated September 24, 1996, which Assignment was recorded on September 26, 1996, in the office of the Recorder of Lake County, Indiana, as Document No. 96064177; and

WHEREAS, the Assignment, among other matters, assigned to Assignee, pursuant to Paragraph 1 of the Assignment and subject to the terms and conditions of the Assignment, all of Assignor's right, title and interest as ground lessee in and to the Ground Lease; and

WHEREAS, Ground Lessor and Lakeside have revised the legal description of the Premises and, as contemplated in the Ground Lease, have agreed upon the legal

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descriptions for certain licensed premises intended to provide access to the Premises ("Licensed Premises") by means of the First Amendment and the Second Amendment; and

WHEREAS, Assignor and Assignee have agreed to amend the legal description of the Premises set forth in the Assignment and to add the Licensed Premises to conform to the revised legal descriptions set forth in the Ground Lease;

NOW THEREFORE, in consideration of their mutual promises, Assignor and Assignee hereby agree as follows:

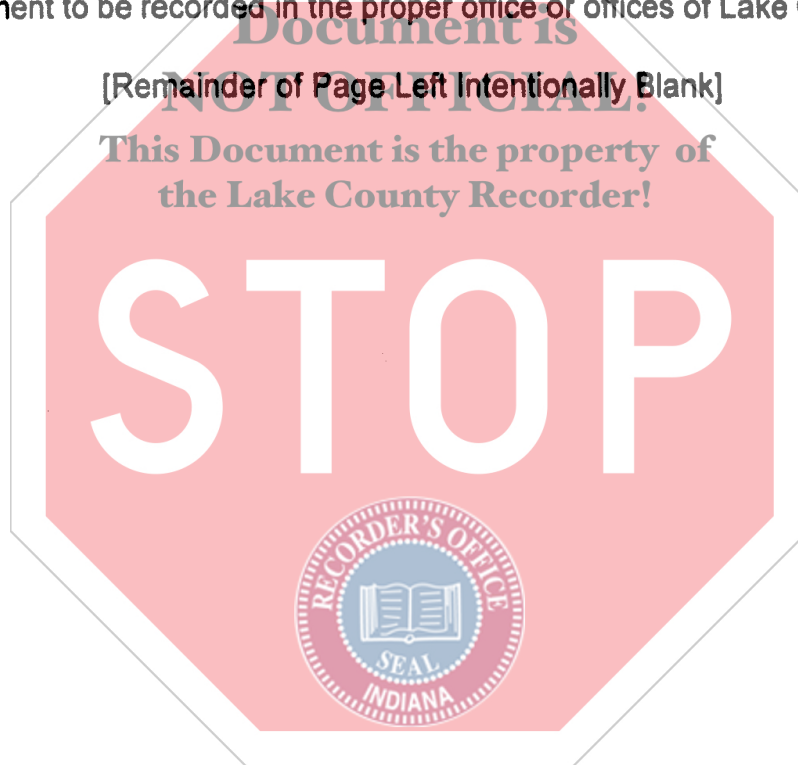
1. Defined Terms. All capitalized terms defined in this Assignment and used in this Amendment shall have the same meanings as so defined in the Assignment, unless otherwise expressly provided herein. In addition, from and after the date hereof, the term "Assignment" as used in the Assignment shall mean the Assignment as amended by this Amendment.
2. New Legal Descriptions. ~~Exhibit A~~ to the Assignment is hereby deleted in its entirety from such document and ~~Exhibit A-1~~ and ~~Exhibit A-2~~ attached to this Amendment are substituted in place thereof for all purposes of the Assignment and this Amendment, and for purposes of all other documents previously executed in conjunction with the Assignment that refer to the legal description of the Premises shall henceforth be deemed to refer to Exhibit A-1 of this Amendment.
3. Consent to and Ratification of Second Amendment. Assignee consents to the Second Amendment and ratifies the actions of Assignee as the agent of Assignor in executing and delivering the Second Amendment.
4. Reaffirmation and Confirmation of Assignment. All of the terms, conditions, agreements, obligations and provisions set forth in the Assignment, as hereby amended, modified and supplemented, shall be and they hereby are reaffirmed, ratified and confirmed in their entirety and incorporated herein by reference as if fully set forth herein.
5. Governing Law. This Amendment shall be governed by the internal laws of the State of Indiana, excluding the conflict of laws rules of the State of Indiana, and all terms and covenants shall be interpreted in accordance therewith.
6. No Further Amendments. Except as otherwise provided herein, in all other respects the Assignment shall remain unchanged and in full force and effect. For the avoidance of doubt, the parties hereto hereby confirm that under the Assignment as amended hereby there shall be no recourse with respect to the Assignee's obligations against any limited partner of the Assignee or against any Affiliate, officer, director, or shareholder of the corporation that is the general partner of the Assignee, nor any recourse

with respect to the general partner's obligations except in the general partner's corporate capacity, in each case as more fully set forth in Section 5 of the Assignment (including, without limitation, the last sentence thereof).

7. Executed Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute only one legal instrument. This Amendment shall become effective when copies hereof (when taken together) shall bear the signatures of both the parties hereto.

8. Recording. Assignor, at its expense, will cause an executed original of this Amendment to be recorded in the proper office or offices of Lake County, Indiana.

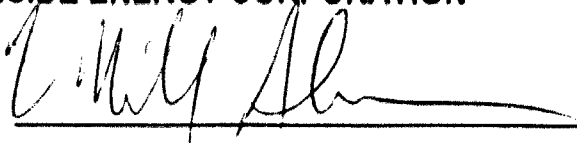
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Amendment to be executed and delivered as of the day and year first above written.

ASSIGNOR:

LAKESIDE ENERGY CORPORATION

By: 

Name: **V. Michael Alverson**
Vice President

Title: _____

ASSIGNEE:

DEPOT HILL FUNDING, LIMITED PARTNERSHIP

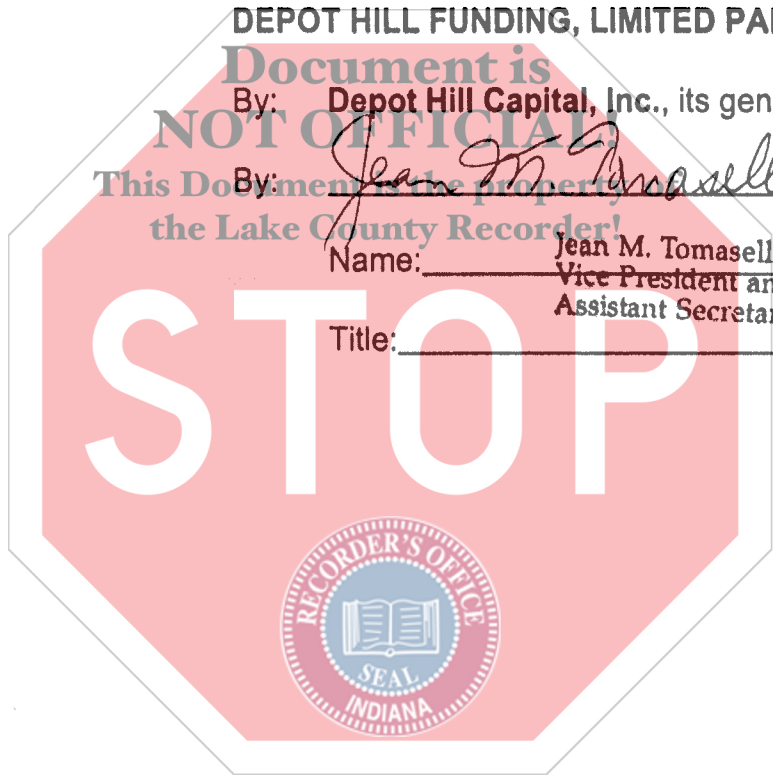
By: **Depot Hill Capital, Inc., its general partner**

By: 

Name: **Jean M. Tomaselli**

Vice President and
Assistant Secretary

Title: _____



ACKNOWLEDGMENT

STATE OF ILLINOIS Indiana)
) SS:
COUNTY OF COOK Lake)

Before me, a Notary Public in and for the State of ^{Indiana} Illinois, personally appeared V. Michael Alverson, the Vice President of **LAKESIDE ENERGY CORPORATION**, an Indiana corporation, who, having been first duly sworn, acknowledged the execution of the foregoing instrument on behalf of said corporation, and stated that all representations contained therein are true.

Witness my hand and Notarial Seal this 22nd day of May, 1998.

(SEAL) MARILYN S HUYCK
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. JAN. 3, 2008

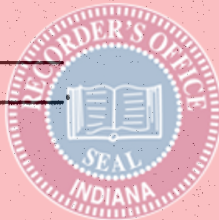
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Marilyn S. Huyck
Notary Public

Marilyn S. Huyck
Printed Name

I am a resident of Lake County, Indiana

My Commission Expires: 1-3-2008



ACKNOWLEDGMENT

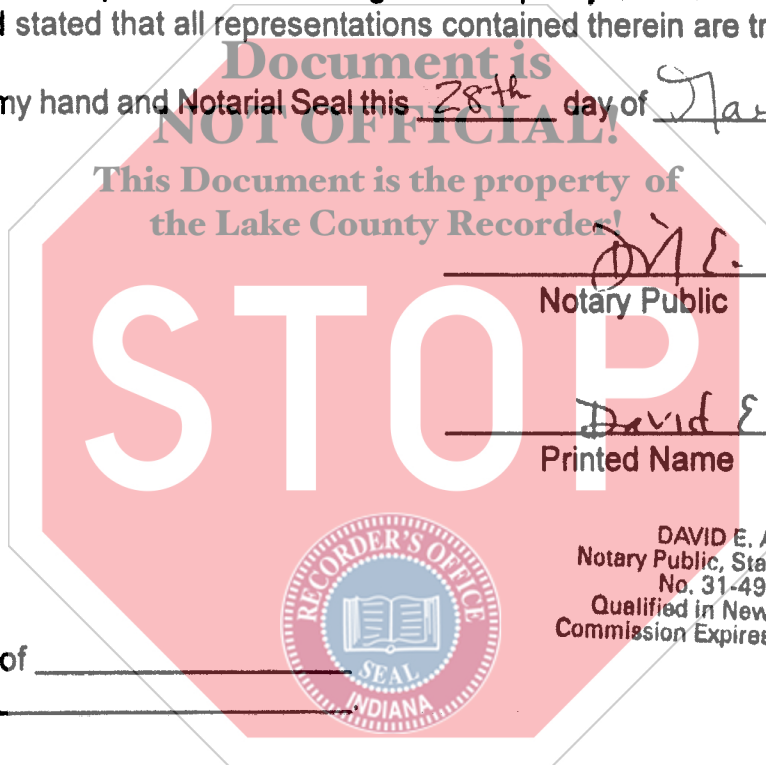
STATE OF NY)
)
COUNTY OF NY)

SS:

Before me, a Notary Public in and for the State of NY, personally appeared Jean M. Tomaselli, the VP and Assistant Secretary of Depot Hill Capital, Inc., a Delaware corporation, which is the General Partner of **DEPOT HILL FUNDING, LIMITED PARTNERSHIP**, a Delaware limited partnership, who, having been first duly sworn, acknowledged the execution of the foregoing instrument on behalf of said corporation, which corporation was acting in its capacity as General Partner of said partnership, and stated that all representations contained therein are true.

Witness my hand and Notarial Seal this 28th day of May, 1998.

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(SEAL)

[Signature]
Notary Public

David E. Alpine
Printed Name

DAVID E. ALPINE
Notary Public, State of New York
No. 31-4968413
Qualified in New York County
Commission Expires June 25, 1998

I am a resident of _____
County, _____

My Commission Expires:

EXHIBIT A-1

REVISED LEGAL DESCRIPTION OF PREMISES

A parcel of land in the Northwest Quarter (NW 1/4) of Section Thirty-Four (34) and the Southwest Quarter (SW 1/4) of Section Twenty-Seven (27), Township Thirty-Seven (37) North, Range Eight (8) West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, more particularly described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION THIRTY-FOUR (34); THENCE SOUTH EIGHTY-NINE DEGREES, THIRTY-EIGHT MINUTES, TWENTY-FOUR SECONDS EAST (S 89° 38' 24" E) ALONG THE SOUTH LINE OF SAID SECTION THIRTY-FOUR (34) (BASIS OF BEARINGS), ONE THOUSAND EIGHT HUNDRED NINETY-TWO AND SEVENTY-FIVE HUNDREDTHS FEET (1892.75'); THENCE NORTH ZERO DEGREES, ZERO MINUTES, ZERO SECONDS EAST (N 0° 00' 00" E), FIVE THOUSAND FIFTY-ONE FEET (5051.00') TO THE POINT OF BEGINNING OF THIS PARCEL, SAID POINT BEING THIRTEEN AND FIFTY HUNDREDTHS FEET (13.50') WEST OF THE NORTHWEST CORNER OF THE NO. 4 BOILER HOUSE; THENCE CONTINUING NORTH ZERO DEGREES, ZERO MINUTES, ZERO SECONDS EAST (N 0° 00' 00" E), FOUR HUNDRED SIX FEET (406.00'); THENCE SOUTH NINETY DEGREES, ZERO MINUTES, ZERO SECONDS EAST (S 90° 00' 00" E), ONE HUNDRED EIGHT AND FIFTY HUNDREDTHS FEET (108.50'); THENCE SOUTH ZERO DEGREES, ZERO MINUTES, ZERO SECONDS WEST, (S 0° 00' 00" W); TWO HUNDRED TWENTY-SIX FEET (226.00'); THENCE SOUTH NINETY DEGREES, ZERO MINUTES, ZERO SECONDS EAST (S 90° 00' 00" E), TWENTY-SEVEN FEET (27.00'); THENCE SOUTH ZERO DEGREES, ZERO MINUTES, ZERO SECONDS WEST (S 0° 00' 00" W), FIFTY-FOUR FEET (54.00'); THENCE SOUTH NINETY DEGREES, ZERO MINUTES, ZERO SECONDS WEST (S 90° 00' 00" W), TWENTY-SEVEN FEET (27.00'); THENCE SOUTH ZERO DEGREES, ZERO MINUTES, ZERO SECONDS WEST (S 0° 00' 00" W), ONE HUNDRED TWENTY-SIX FEET (126.00'); THENCE NORTH NINETY DEGREES, ZERO MINUTES, ZERO SECONDS WEST (N 90° 00' 00" W), ONE HUNDRED EIGHT AND FIFTY HUNDREDTHS FEET (108.50') TO THE POINT OF BEGINNING, CONTAINING ONE AND FORTY-FIVE THOUSANDTHS OF AN ACRE, MORE OR LESS (1.045 AC, ±).

EXHIBIT A-2

LICENSED PREMISES LEGAL DESCRIPTIONS

Roadway License Descriptions

A strip of land situated in the West Half of Section 33, the South Half of Section 28, the Southwest Quarter of Section 27 and the Northwest Quarter of Section 34, Township 37 North, Range 8 West of the 2nd Principal Meridian in the City of Gary, Lake County, Indiana, said strip being thirty (30) feet in width, the centerline of which is more particularly described as follows:

Commencing at the Northeast Corner of Section 4, Township 36 North, Range 8 West; thence South $1^{\circ}05'08''$ East, (said bearing based on Indiana State Plane Coordinate System and all subsequent bearings are related thereto), 529.58 feet; thence North $80^{\circ}35'08''$ West, 577.83 feet (this course and the following eight courses are along the Southerly property line of United States Steel Corporation); thence North $0^{\circ}29'08''$ West, 86.07 feet; thence South $89^{\circ}41'37''$ West, 359.88 feet; North $74^{\circ}32'28''$ West, 544.02 feet; thence North $71^{\circ}41'23''$ West, 696.45 feet; thence North $67^{\circ}13'23''$ West, 648.53 feet; thence North $62^{\circ}56'23''$ West, 925.55 feet; thence South $49^{\circ}51'37''$ West, 173.58 feet; thence North $63^{\circ}50'57''$ West, 178.46 feet; thence North $1^{\circ}23'30''$ East, 1798.03 feet along the Westerly property line of United States Steel Corporation; thence North $88^{\circ}36'31''$ West, 228.08 feet to the intersection of the curved Southeasterly property line of United States Steel Corporation with the centerline of the northerly extension of Buchanan Street, said point being the Point of Beginning of this legal description:

- 1) thence North $33^{\circ}12'24''$ West, 197.20 feet along said extension of Buchanan Street;
- 2) thence North $49^{\circ}23'55''$ West, 230.49 feet along said extension of Buchanan Street;
- 3) thence North $61^{\circ}30'51''$ West, 146.77 feet along said extension of Buchanan Street to the entrance of the Truck Scale area;
- 4) thence North $16^{\circ}27'07''$ West, 155.36 feet;
- 5) thence North $33^{\circ}07'43''$ East, 481.23 feet;
- 6) thence North $5^{\circ}42'38''$ East, 331.65 feet to intersect Route 15;
- 7) thence North $6^{\circ}44'05''$ East, 673.65 feet along Route 15;
- 8) thence North $4^{\circ}44'35''$ West, 229.79 feet along Route 15;
- 9) thence North $0^{\circ}12'42''$ East, 1353.01 feet along Route 15;
- 10) thence North $11^{\circ}18'36''$ East, 147.87 feet along Route 15 to the intersection with Route 4;
- 11) thence South $66^{\circ}47'20''$ East, 596.26 feet along Route 4;
- 12) thence South $78^{\circ}44'55''$ East, 384.39 feet along Route 4;
- 13) thence South $88^{\circ}12'09''$ East, 701.35 feet along Route 4;
- 14) thence North $74^{\circ}43'28''$ East, 246.72 feet along Route 4;

- 15) thence North 47°20'14" East, 138.71 feet along Route 4;
- 16) thence South 88°53'16" East, 2730.51 feet along Route 4;
- 17) thence North 81°24'15" East, 260.93 feet along Route 4;
- 18) thence South 82°45'43" East, 881.02 feet along Route 4 to the intersection with Route 5;
- 19) thence North 12°00'22" East, 225.94 feet along Route 5 to the intersection with Route 2;
- 20) thence South 82°49'22" East, 408.20 feet along Route 2 to the intersection with Route 3;
- 21) thence South 5°26'25" East, 168.76 feet along Route 3;
- 22) thence South 21°21'04" East, 118.11 feet along Route 3;
- 23) thence South 1°01'43" West, 724.12 feet along Route 3 and along the West side of the Premises legally described in Exhibit A-1 to the Point of Ending of this roadway license description, said land being 11,532.04 feet long and 30 feet wide with an area of 7.942 Acres, more or less.

And also a Roadway Easement which shall provide access from the Waterway License Description set forth below to the Premises described on Exhibit A-1 as follows:

A strip of land 30 feet wide situated in the North Half of Section 34, and the South Half of Section 27, Township 37 North, Range 8 West of the 2nd Principal Meridian in the City of Gary, Lake County, Indiana, the centerline of which is described as follows:

Commencing at the Northwest Corner of Section 3, Township 36 North, Range 8 West; thence South 88°30'08" East (said bearing based on Indiana State Plane coordinate system and all subsequent bearings are related thereto), 3208.58 feet; thence North 1°10'57" East, 5626.98 feet to the Point of Beginning of legal description;

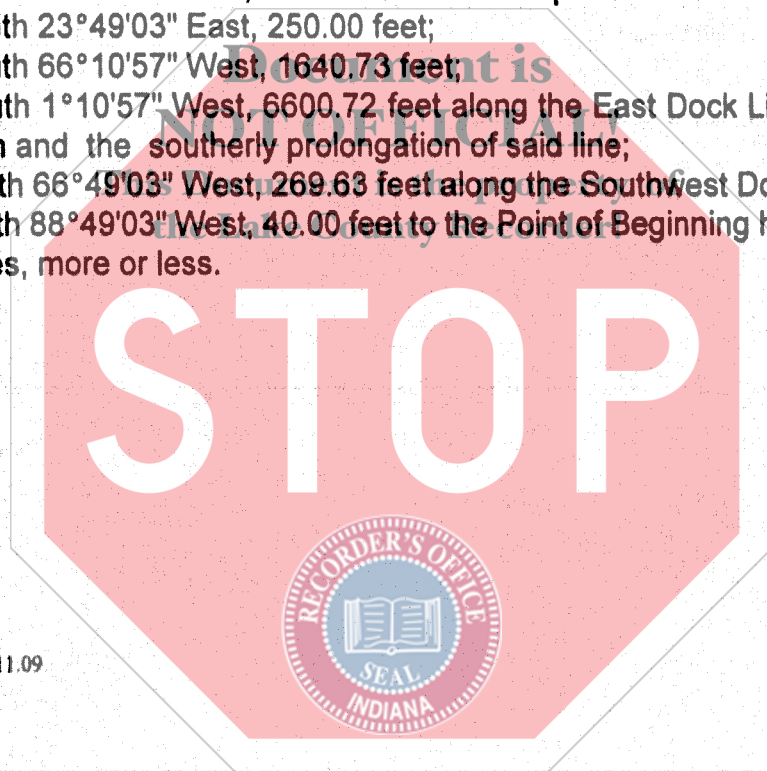
- 1) Thence North 44°27'42" West, 287.22 feet along Route 2;
- 2) Thence North 62°52'24" West, 228.09 feet along Route 2;
- 3) Thence North 70°55'51" West, 257.11 feet along Route 2;
- 4) Thence North 83°17'50" West, 471.22 feet along Route 2 to the Point of Ending of legal description, said point being at the intersection of Route 3 and also on the centerline of the separate Roadway License Description legally described above to the Premises legally described on Exhibit A-1. The land described pursuant to this legal description being 1243.64 feet in length and having an area of 0.857 acres, more or less.

Waterway License

A parcel of land in the East Half of Section 34 and the Southeast Quarter of Section 27, Township 37 North, Range 8 West of the 2nd Principal Meridian in the City of Gary, Lake County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of Section 3, Township 36 North, Range 8 West; thence South $88^{\circ}30'08''$ East (said bearing based on Indiana State Plane Coordinate System and all subsequent bearings are related thereto), 3208.58 feet; thence North $1^{\circ}10'57''$ East, 408.00 feet to the Point of Beginning of this legal description;

- 1) Thence North $1^{\circ}10'57''$ East, 5258.98 feet along a line parallel with and 40 feet, more or less, West of the West Dock Line of United States Steel Corporation's slip;
- 2) Thence South $88^{\circ}49'03''$ East, 40.00 feet to the West Dock Line;
- 3) Thence North $1^{\circ}10'57''$ East, 1400.00 feet along the West Dock Line and a prolongation of said line;
- 4) Thence North $66^{\circ}10'57''$ East, 1800.00 feet to the open waters of Lake Michigan;
- 5) Thence South $23^{\circ}49'03''$ East, 250.00 feet;
- 6) Thence South $66^{\circ}10'57''$ West, 1640.73 feet;
- 7) Thence South $1^{\circ}10'57''$ West, 6600.72 feet along the East Dock Line, the northerly prolongation and the southerly prolongation of said line;
- 8) Thence North $66^{\circ}49'03''$ West, 269.63 feet along the Southwest Dock Line;
- 9) Thence North $88^{\circ}49'03''$ West, 40.00 feet to the Point of Beginning having an area of 52.753 Acres, more or less.



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