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Chicago Title Insurance Company

**AMENDMENT NO. 1
TO
GROUND SUBLEASE**

Between

WHITING CLEAN ENERGY, INC., an Indiana corporation, as Sublessor

And

MATTCO FUNDING LIMITED PARTNERSHIP, as Sublessee

DATED AS OF JULY 25, 2002

**Document is
NOT OFFICIAL!**

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FILED

JUL 29 2002

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AND AFTER RECORDING RETURN TO:
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THE MEANING OF, AND IS EXEMPT
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SALES DISCLOSURE ACT UNDER, IC
SECTION 6-1.1-5.5-2(2), AS IT IS AN
AMENDMENT TO A LEASE FOR AN
INITIAL TERM OF LESS THAN NINETY
(90) YEARS AND DOES NOT EXTEND
THE TERM, AND IS NOT A SALE OR
TRANSFER OF AN INTEREST IN REAL
ESTATE SUBJECT TO, AND NO GROSS
INCOME TAX IS DUE UNDER, IC
SECTION 6-2.1-8-5(a).



PETER BENJAMIN
LAKE COUNTY AUDITOR

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C/V

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AMENDMENT NO. 1
TO GROUND SUBLEASE

This AMENDMENT NO.1 TO GROUND SUBLEASE (this "**Amendment**") is made as of July 25, 2002, by and between WHITING CLEAN ENERGY, INC., an Indiana corporation ("**Sublessor**") and MATTCO FUNDING, LIMITED PARTNERSHIP, a Delaware limited partnership ("**Sublessee**").

RECITALS

A. Sublessor entered into that certain Ground Lease dated as of July 22, 1999, as amended by that certain Amendment No.1 to Energy Sales Agreement and Ground Lease dated September 13, 2001 (collectively the "**Original Ground Lease**") demising the Premises (as defined in the Original Ground Lease) legally described on Exhibit A attached thereto, and certain Easements (as defined in the Original Ground Lease), including those described in Exhibit H to the Original Ground Lease; that certain Short Form and Memorandum of Ground Lease dated as of July 22, 1999 ("**Original Short Form Lease**"), which was recorded on August 3, 1999 in the office of the Recorder of Lake County, Indiana, as Document No. 99064451, and re-recorded to correct scrivener's errors on December 10, 1999 as Document No. 99103754, which contains the legal description of the Premises attached thereto as Exhibit A; and that certain Short Form and Memorandum of Easements dated as of July 22, 1999 ("**Original Short Form Easement**"), which was recorded on August 3, 1999 in the office of the Recorder of Lake County, Indiana, as Document No. 99064450, and re-recorded to correct scrivener's errors on December 10, 1999 as Document No. 99103753, and which contains the legal description of the Premises attached thereto as Exhibit A and the legal description of the Steam Line Easement attached thereto as Exhibit D.

B. Sublessor and Sublessee entered into that certain Ground Sublease as of December 14, 1999, which was recorded on December 23, 1999 in the office of the Recorder of Lake County, Indiana as Document No. 99107055 wherein Sublessee leased from Sublessor all of the Premises and Easements in the Original Ground Lease ("**Original Sublease**").

C. Sublessor and BP Products North America Inc. f/k/a Amoco Oil Company ("**BP**"), the Landlord under the Original Ground Lease, have amended the Original Ground Lease and the Original Short Form Lease to add a "Lease Parcel 5" to the legal description of the Premises, as evidenced by Amendment No. 2 to Ground Lease dated as of July 8, 2002, and by Amendment No. 1 to Short Form and Memorandum of Ground Lease dated as of July 8, 2002, which was recorded on July 19, 2002 in the office of the Recorder of Lake County, Indiana as Document No. 2002 065041 ("**Amended Short Form Lease**"). Sublessor and Sublessee, for their mutual benefit, have agreed to amend Exhibit A to the Sublease to conform to the amendment to the Original Ground Lease and the Amended Short Form Lease.

D. Sublessor and BP have further amended the Original Ground Lease and the Original Short Form Easement by amending the legal description of the Steam Line Easement, as evidenced by Amendment No. 1 to Short Form and Memorandum of Easements dated as of July

8, 2002, which was recorded on July 19, 2002 in the office of the Recorder of Lake County, Indiana as Document No. 2002 065042 ("Amended Short Form Easement"). Sublessor and Sublessee, for their mutual benefit, have agreed to amend Exhibit B to the Sublease to conform to the amendment to the Original Ground Lease and the Amended Short Form Easement.

E. Following execution and delivery of the Original Sublease, Sublessor and the City of Whiting entered into that certain Grant of Easement dated August 21, 2000, which was recorded on October 2, 2000 in the office of the Recorder of Lake County, Indiana, as Document No. 2000 071504 (the "City Easement"). Thereafter, Sublessor and the City of Whiting, Indiana, have corrected the legal description of the easement granted pursuant to the City Easement to conform the legal description attached thereto with the "as built" location of the Facilities (as such term is defined in the City Easement) by recording a Corrected Grant of Easement dated April 29, 2002, which was recorded on May 1, 2002 in the office of the Recorder of Lake County, Indiana, as Document No. 2002 040840.

F. Sublessor wishes to lease to Sublessee the easement legally described in the Corrected Grant of Easement as part of the Easements.

Accordingly, in consideration of their mutual agreements set forth herein, Sublessor and Sublessee hereby agree as follows:

1. Defined Terms. All capitalized terms used but not defined in this Amendment shall have the same meanings as in the Original Ground Lease, unless otherwise expressly provided herein. In addition, from and after the date hereof, the term "**Sublease**" as used in the Sublease and this Amendment shall mean and include the Original Sublease, as amended by this Amendment.

2. Substituted Exhibit for Premises Legal Descriptions. Exhibit A to the Original Sublease is hereby deleted in its entirety from such document and Exhibit A to this Amendment is substituted in place thereof for all purposes of the Sublease and this Amendment, as well as all other documents previously executed in conjunction with the Original Sublease that refer to the Premises and the legal descriptions set forth in Exhibit A to the Original Sublease.

3. Substituted Exhibit for Easement Legal Descriptions. Exhibit B to the Original Sublease is hereby deleted in its entirety from such document and Exhibit B to this Amendment is substituted in place thereof for all purposes of the Sublease and this Amendment as well as all other documents previously executed in conjunction with the Original Sublease that refer to the Easements and the legal descriptions set forth in Exhibit B to the Original Sublease.

4. Reaffirmation and Confirmation of Sublease. All of the terms, conditions, agreements, obligations and provisions set forth in the Original Sublease 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. No Further Amendments. Except as otherwise provided herein, in all other respects the Sublease shall remain unchanged and in full force and effect.

6. Executed Counterparts. This Amendment shall 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.

[Signature Pages Follow]



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

SUBLESSEE:

**MATTCO FUNDING, LIMITED
PARTNERSHIP**, a Delaware limited partnership

By: **Mattco Capital, Inc.**, its General Partner

By: *Frank J. Conley*
Name: Frank J. Conley
Title: Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 24th day of July, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank J. Conley, 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 individual, or the person upon behalf of which the individual acted, executed the instrument.

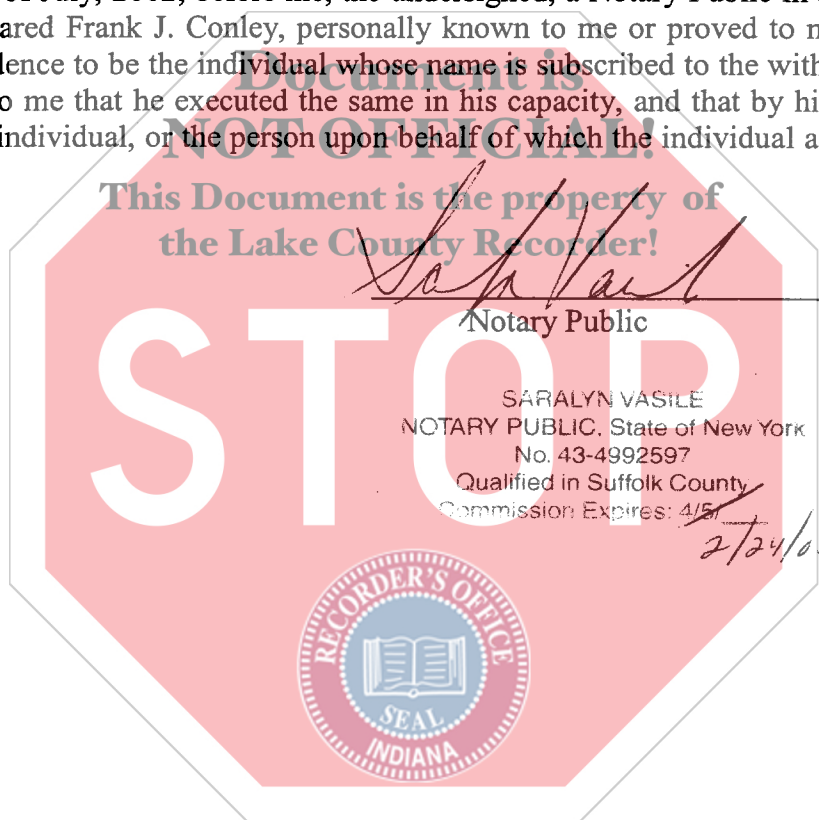


EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

LEASE PARCEL 1

A part of the South ½, of Section 8, Township 37 North, Range 9 West, of the Second Principal Meridian, Amoco Oil Corporation, City of Whiting, Lake County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Section 8; thence (using Amoco Oil coordinates as a Basis of Bearing) North 89° 00' 57" West along the southerly line of said Section 8, a distance of 1284.12 feet; thence North 00° 00' 00" East a distance of 1423.54 feet to the Point of Beginning; thence North 46° 54' 43" West a distance of 276.97 feet; thence South 40° 17' 51" West a distance of 10.97 feet; thence North 49° 42' 09" West, a distance of 70.51 feet; thence South 40° 17' 51" West a distance of 44.50 feet; thence North 49° 42' 09" West a distance of 29.49 feet; thence North 40° 17' 51" East a distance of 26.75 feet; thence North 49° 55' 50" West a distance of 181.08 feet; thence South 40° 17' 51" West a distance of 26.03 feet; thence North 49° 42' 09" West a distance of 94.43 feet; thence North 04° 43' 06" West a distance of 7.87 feet; thence North 40° 17' 51" East a distance of 20.07 feet; thence North 49° 55' 50" West a distance of 20.00 feet; thence North 04° 43' 06" West a distance of 26.80 feet; thence North 39° 45' 10" East a distance of 494.74 feet; thence South 79° 31' 40" East a distance of 131.49 feet to a point of curvature; thence southeasterly along a curved line a distance of 92.79 feet, said curve having a radius of 465.00 feet, a chord distance of 92.64 feet, and a chord bearing of South 73° 52' 23" East; thence South 54° 40' 05" East a distance of 247.98 feet; thence South 37° 56' 54" West, a distance of 429.38 feet; thence South 49° 46' 53" East a distance of 247.90 feet; thence South 43° 11' 35" West a distance of 193.59 feet back to the Point of Beginning, containing 7.355 acres more or less.

LEASE PARCEL 2

A part of the South ½, of Section 8, Township 37 North, Range 9 West, of the Second Principal Meridian, Amoco Oil Corporation, City of Whiting, Lake County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Section 8; thence (using Amoco Oil coordinates as a Basis of Bearing) North 89° 00' 57" West along the southerly line of said Section 8, a distance of 1531.29 feet; thence North 00° 00' 00" East a distance of 1555.46 feet to the Point of Beginning; thence North 49° 42' 09" West along the northerly Right-of-Way of Standard Avenue, a distance of 100.00 feet; thence North 40° 17' 51" East a distance of 14.00 feet; thence South 49° 42' 09" East, a distance of 29.49 feet; thence North 40° 17' 51" East a distance of 44.50 feet; thence South 49° 42' 09" East a distance of 70.51 feet; thence South 40° 17' 51" West a distance of 58.50 feet back to said northerly Right-of-Way of Standard Avenue and the Point of Beginning, containing 0.104 acres more or less.

LEASE PARCEL 3

A part of the South ½, of Section 8, Township 37 North, Range 9 West, of the Second Principal Meridian, Amoco Oil Corporation, City of Whiting, Lake County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Section 8; thence (using Amoco Oil coordinates as a Basis of Bearing) North 89° 00' 57" West along the southerly line of said Section 8, a distance of 1745.76 feet; thence North 00° 00' 00" East a distance of 1733.61 feet to the northerly Right of Way of Standard Avenue, the Point of Beginning; thence North 49° 42' 09" West along said northerly Right-of-Way of Standard Avenue, a distance of 100.00 feet; thence North 40° 17' 51" East a distance of 19.56 feet; thence South 04° 43' 06" East a distance of 7.87 feet; thence South 49° 42' 09" East, a distance of 94.43 feet; thence South 40° 17' 51" West a distance of 14.00 feet back to said northerly Right-of-Way of Standard Avenue and the Point of Beginning, containing 0.033 acres more or less.

LEASE PARCEL 4

A part of the South ½, of Section 8, Township 37 North, Range 9 West, of the Second Principal Meridian, Amoco Oil Corporation, City of Whiting, Lake County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Section 8; thence (using Amoco Oil coordinates as a Basis of Bearing) North 89° 00' 57" West along the southerly line of said Section 8, a distance of 1822.04 feet; thence North 00° 00' 00" East a distance of 1796.98 feet to a point on the northerly Right of Way of Standard Avenue; thence North 40° 17' 51" East a distance of 19.56 feet; thence North 04° 43' 06" West a distance of 55.08 feet to the Point of Beginning; thence North 50° 14' 50" West a distance of 15.00 feet; thence North 39° 45' 10" East a distance of 579.59 feet to the southerly line of the New York Central Railroad; thence South 54° 40' 05" East along said southerly line a distance of 215.20 feet;

thence back in a westerly direction along a curved line non-tangent with the last described bearing a distance of 92.79 feet, said curve being concave to the south and having a radius of 465.00 feet, a chord bearing of North 73° 52' 23" West, and a chord length of 92.64 feet;
thence North 79° 31' 40" West a distance of 131.49 feet;
thence South 39° 45' 10" West a distance of 494.74 feet back to the Point of Beginning, containing 0.383 acres more or less.

LEASE PARCEL 5

A part of the South ½, of Section 8, Township 37 North, Range 9 West, of the Second Principal Meridian, Amoco Oil Corporation, City of Whiting, Lake County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Section 8; thence (using Amoco Oil coordinates as a Basis of Bearing) North 89° 00' 57" West along the Southerly line of said Section 8, a distance of 1811.71 feet;
thence North 00° 00' 00" East, a distance of 1840.26 feet to the Point of Beginning;
thence North 49° 55' 50" West, a distance of 33.77 feet;
thence North 39° 45' 10" East, a distance of 18.94 feet;
thence South 50° 14' 50" East, a distance of 15.00 feet;
thence South 04° 43' 06" East, a distance of 26.80 feet to the Point of Beginning, containing 0.011 acres (463.27 square feet) more or less.

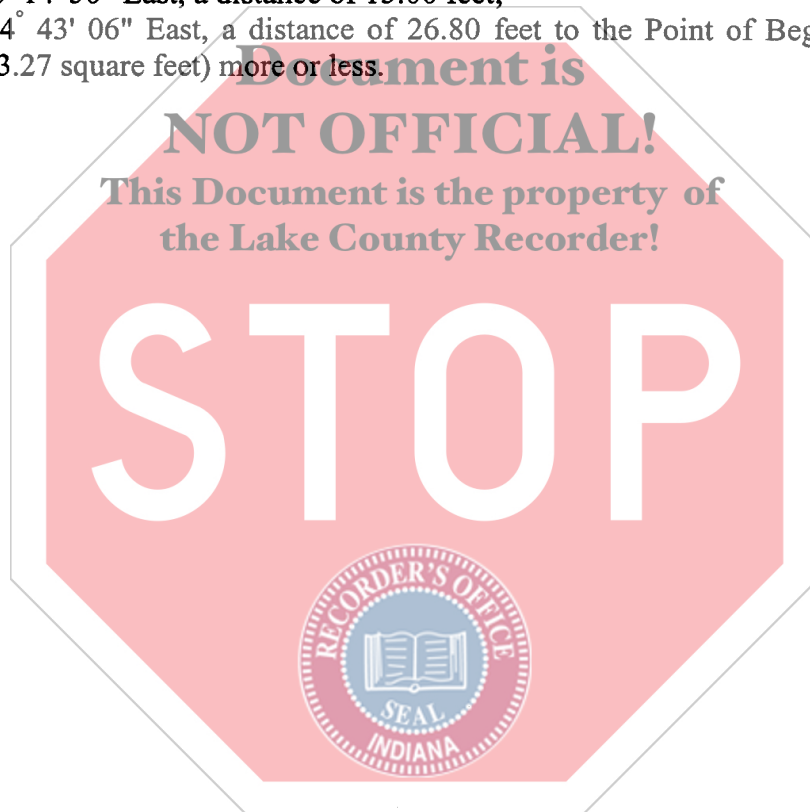


EXHIBIT B

LEGAL DESCRIPTION OF EASEMENTS

AMOCO STEAM LINE EASEMENT 1

A part of Section 8, Township 37 North, Range 9 West of the Second Principal Meridian, more particularly described as follows:

Commencing at the Southwest corner of said Section 8, thence South 89°00'57" East (using Amoco Oil coordinates as a Basis of Bearing) along the south line of said Section, 2910.71 feet; thence North 00°00'00" East, 509.73 feet to the POINT OF BEGINNING;

thence South 89°44'49" West, 127.12 feet;

thence North 00°00'00" East, 200.48 feet;

thence North 90°00'00" East, 107.13 feet;

thence North 08°10'03" East, 30.43 feet;

thence North 00°00'00" East, 157.57 feet;

thence North 90°00'00" East, 119.56 feet;

thence North 00°00'00" East, 31.45 feet;

thence North 72°19'08" East, 139.81 feet;

thence North 89°19'20" East, 98.09 feet;

thence South 00°00'00" West, 16.24 feet;

thence North 90°00'00" East, 142.00 feet;

thence North 00°00'00" East, 193.00 feet;

thence North 90°00'00" East, 23.25 feet;

thence North 00°00'00" East, 61.00 feet;

thence North 90°00'00" West, 21.75 feet;

thence North 00°00'00" East, 191.99 feet;

thence North 90°00'00" West, 27.50 feet;

thence North 00°00'00" East, 45.00 feet;

thence North 90°00'00" East, 16.97 feet;

thence North 39°46'45" East, 167.99 feet to the southwesterly line of Standard Avenue;

thence South 49°42'09" East along said southwesterly line, 40.00 feet;

thence South 39°46'45" West, 152.32 feet;

thence South 00°00'00" West, 183.16 feet;

thence North 90°00'00" East, 21.75 feet;

thence South 00°00'00" West, 251.18 feet;

thence South 90°00'00" West, 13.25 feet;

thence South 00°00'00" West, 82.82 feet;

thence South 90°00'00" West, 222.00 feet;

thence North 00°00'00" East, 15.76 feet;

thence South 89°19'20" West, 51.63 feet;
thence South 72°19'08" West, 104.59 feet;
thence South 00°00'00" West, 62.22 feet;
thence South 90°00'00" West, 119.56 feet;
thence South 00°00'00" West, 100.43 feet;
thence South 08°10'03" West, 100.84 feet;
thence South 00°00'15" West, 26.93 feet;
thence South 05°41'18" West, 100.93 feet;
to the Point of Beginning, containing 1.979 acres more or less.

AMOCO STEAM LINE EASEMENT 2

A part of the South 1/2, of Section 8, Township 37 North, Range 9 West, of the Second Principal Meridian, Amoco Oil Corporation, City of Whiting, Lake County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Section 8; thence (using Amoco Oil coordinates as a Basis of Bearing) North 89°00'57" West along the southerly line of said Section 8, a distance of 1607.63 feet; thence North 00°00'00" East a distance of 1618.87 feet to the northeasterly line of Standard Avenue and the Point of Beginning;
thence North 40°17'51" East, 14.00 feet;
thence South 49°42'09" East, 29.49 feet;
thence North 40°17'51" East, 44.50 feet;
thence South 49°42'09" East, 12.39 feet;
thence South 39°46'45" West, 58.50 feet to said northeasterly line;
thence North 49°42'09" West along said northeasterly line, 42.41 feet; to the Point of Beginning, containing 0.026 acres, more or less.

CITY OF WHITING STEAM LINE EASEMENT

A part of the South 1/2, of Section 8, Township 37 North, Range 9 West, of the Second Principal Meridian, Amoco Oil Corporation, City of Whiting, Lake County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Section 8; thence (using Amoco Oil coordinates as a Basis of Bearing) North 89°00'57" West along the southerly line of said Section 8, a distance of 1600.88 feet; thence North 00°00'00" East a distance of 1560.82 feet to the Point of Beginning; thence North 49°42'09" West along the Southwesterly line of Standard Avenue also being the Northeasterly right of way line of the Former Penn Central Railroad, a distance of 42.41 feet; thence North 40°17'51" East to the Northeasterly right of way line of Standard Avenue, a distance of 40.00 feet;
thence South 49°42'09" East along said Northeasterly line, a distance of 42.41 feet;

thence South 40°17'51" West to said Southwesterly line and said Northeasterly Railroad right of way of, a distance of 40.00 feet and the Point of Beginning, containing 1,696 square feet (0.039 acres), more or less.

EXTERNAL ELECTRIC TRANSMISSION EASEMENT 1

A part of the South ½, of Section 8, Township 37 North, Range 9 West, of the Second Principal Meridian, Amoco Oil Corporation, City of Whiting, Lake County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Section 8; thence (using Amoco Oil coordinates as a Basis of Bearing) North 89° 00' 57" West along the southerly line of said Section 8, a distance of 1265.63 feet; thence North 00° 00' 00" East a distance of 1334.78 feet to the Point of Beginning; thence North 49° 42' 09" West a distance of 348.34 feet; thence North 40° 17' 51" East a distance of 15.00 feet; thence South 49° 42' 09" East a distance of 347.73 feet; thence South 37° 56' 54" West a distance of 15.00 feet back to the Point of Beginning, containing 0.120 acres, more or less.

EXTERNAL ELECTRIC TRANSMISSION EASEMENT 2

A part of the South ½, of Section 8, Township 37 North, Range 9 West, of the Second Principal Meridian, Amoco Oil Corporation, City of Whiting, Lake County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Section 8; thence (using Amoco Oil coordinates as a Basis of Bearing) North 89° 00' 57" West along the southerly line of said Section 8, a distance of 1256.40 feet; thence North 00° 00' 00" East a distance of 1346.77 feet to the Point of Beginning; thence North 49° 42' 09" West a distance of 347.73 feet; thence North 40° 17' 51" East a distance of 54.47 feet; thence South 46° 54' 43" East a distance of 276.97 feet; thence North 43° 11' 35" East a distance of 193.59 feet; thence South 52° 03' 06" East a distance of 51.67 feet to the east line of BP Amoco 11.14 acre parcel; thence South 37° 56' 54" West along said east line a distance of 236.65 feet back to the Point of Beginning, containing 0.639 acres more or less.

GAS EASEMENT 1

A part of the South ½, of Section 8, Township 37 North, Range 9 West, of the Second Principal Meridian, Amoco Oil Corporation, City of Whiting, Lake County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Section 8; thence (using Amoco Oil coordinates as a Basis of Bearing) North 89° 00' 57" West along the southerly line of said Section 8, a distance of 1822.04 feet; thence North 00° 00' 00" East a distance of 1796.98 feet to the Point of Beginning; thence North 49° 42' 09" West along the northerly Right-of-Way of Standard Avenue, a distance of 20.00 feet; thence North 40° 17' 51" East a distance of 39.55 feet; thence South 04° 43' 06" East, a distance of 28.28 feet; thence South 40° 17' 51" West a distance of 19.56 feet back to said northerly Right-of-Way of Standard Avenue and the Point of Beginning, containing 0.014 acres more or less.

GAS EASEMENT 2

A part of the South ½, of Section 8, Township 37 North, Range 9 West, of the Second Principal Meridian, Amoco Oil Corporation, City of Whiting, Lake County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Section 8; thence (using Amoco Oil coordinates as a Basis of Bearing) North 89° 00' 57" West along the southerly line of said Section 8, a distance of 1822.04 feet; thence North 00° 00' 00" East a distance of 1796.98 feet to a point on the northerly Right of Way of Standard Avenue; thence North 40° 17' 51" East a distance of 19.56 feet to the Point of Beginning; thence North 04° 43' 06" West a distance of 28.28 feet; thence South 49° 55' 50" East a distance of 20.00 feet; thence South 40° 17' 51" West a distance of 20.07 feet back to the Point of Beginning, containing 0.005 acres more or less.

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