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CHRYSLER TITLE INSURANCE COMPANY

FIRST AMENDMENT TO
GROUND LEASE MORTGAGE, ASSIGNMENT OF RENTS
AND FIXTURE FILING

by

WHITING CLEAN ENERGY, INC., as Mortgagor

acknowledged and consented to by

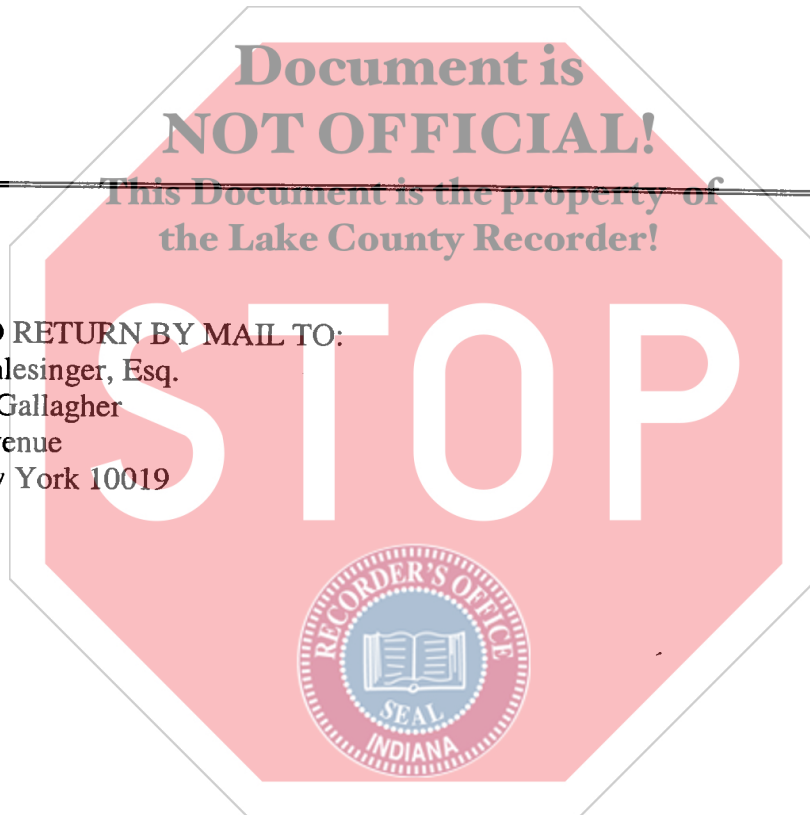
MATTCO FUNDING, LIMITED PARTNERSHIP, as Mortgagee

Dated as of July 25, 2002

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RECORD AND RETURN BY MAIL TO:
Anthony D. Schlesinger, Esq.
Willkie Farr & Gallagher
787 Seventh Avenue
New York, New York 10019



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FIRST AMENDMENT TO
GROUND LEASE MORTGAGE, ASSIGNMENT OF RENTS
AND FIXTURE FILING

THIS FIRST AMENDMENT TO GROUND LEASE MORTGAGE, ASSIGNMENT OF RENTS AND FIXTURE FILING dated as of July 25, 2002 (this "**First Amendment**"), by WHITING CLEAN ENERGY, INC., an Indiana corporation having an office at 8407 Virginia Street, Merrillville, Indiana 46410 ("**Mortgagor**"), acknowledged and consented to by MATTCO FUNDING, LIMITED PARTNERSHIP, a Delaware limited partnership having an office at c/o ML Leasing Equipment Corp., Four World Financial Center, New York, NY 10080 ("**Mortgagee**").

WITNESSETH:

WHEREAS, Mortgagor executed a certain Ground Lease Mortgage, Assignment of Rents and Fixture Filing dated as of December 14, 1999 and recorded in the Office of the Recorder of Lake County, Indiana on December 23, 1999 as instrument number 99107057 (the "**Original Mortgage**"); all capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Original Mortgage);

WHEREAS, the Original Mortgage granted Mortgagee a security interest in, among other things, the Mortgagor's interest in the leasehold estate created pursuant to a certain Ground Lease dated as of July 22, 1999 (the "**Original Ground Lease**") between BP Products North America Inc. f/k/a Amoco Oil Company as lessor ("**Fee Owner**") and Mortgagor, for which a Short Form and Memorandum of Ground Lease dated as of July 22, 1999, was recorded on August 3, 1999, in the Office of the Recorder of Lake County, Indiana, as Document No. 99064451 and rerecorded on December 10, 1999, in the Office of the Recorder of Lake County, Indiana, as Document No. 99103754 (the "**Original Short Form of Ground Lease**") and for which a certain Short Form and Memorandum of Easements dated as of July 22, 1999, was recorded on August 3, 1999, in the Office of the Recorder of Lake County, Indiana, as Document No. 99064450 and rerecorded on December 10, 1999, in the Office of the Recorder of Lake County, Indiana, as Document No. 99103753 (the "**Original Short Form of Easements**");

WHEREAS, following the execution and delivery of the Original Mortgage, Mortgagor and the City of Whiting, Indiana, 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**"), which City Easement allowed Mortgagor to construct a portion of the Facilities (as such term is defined in the City Easement) over Standard Avenue in the City of Whiting, Indiana;

WHEREAS, the City Easement was corrected to conform the legal description attached thereto with the "as built" location of the Facilities by recording a certain 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 (the City Easement as so amended, the "**Corrected City Easement**");

FIRST AMENDMENT TO GROUND LEASE MORTGAGE

WHEREAS, in order to amend the legal description of the premises demised under, and certain easements granted pursuant to, the Original Ground Lease, Mortgagor and Fee Owner have amended (i) the Original Ground Lease pursuant to a certain Amendment No. 2 to Ground Lease, dated as of July 8, 2002, (ii) the Original Short Form Lease pursuant to a certain Amendment No. 1 to Short Form and Memorandum of Ground Lease, dated as of July 8, 2002, and recorded in the office of the Recorder of Lake County, Indiana, as Document No. 2002 065041 and (iii) the Original Short Form of Easements pursuant to Amendment No. 1 to Short Form and Memorandum of Easements, dated as of July 8, 2002, and recorded in the office of the Recorder of Lake County, Indiana, as Document No. 2002 065042;

WHEREAS, Mortgagee subleased the premises demised under, and certain easements granted pursuant to, the Original Ground Lease from Mortgagor pursuant to that certain Ground Sublease dated as of December 14, 1999 between Mortgagee, as sublessee, and Mortgagor, as sublessor, recorded on December 23, 1999, in the Office of the Recorder of Lake County, Indiana, as Document No. 99107055 (the "Sublease");

WHEREAS, Mortgagee, as sublessee, and Mortgagor, as sublessor, have amended the Sublease to conform the Sublease to the amendments to the Original Ground Lease, the Original Short Form of Ground Lease and the Original Short Form of Easement and to include the Corrected City Easement as one of the easements granted to Mortgagee, as sublessee, under the Sublease pursuant to a certain Amendment No. 1 to Ground Sublease, dated as of July 25, 2002, and recorded in the office of the Recorder of Lake County, Indiana, as Document No. 2002 068338;

WHEREAS, pursuant to the several Note Purchase Agreements dated as of December 14, 1999, as amended (the "Original Note Purchase Agreements"), entered into by the Mortgagee with the institutional investors named in Schedule I thereto (the "Original Note Purchasers"), the Mortgagee has issued three series of its Secured Notes (the "Original Notes") in an aggregate original principal amount of \$261,000,000, consisting respectively of its 8.33% Senior Secured Notes, Series A, due 2011 in an aggregate original principal amount of \$104,400,000, its 8.48% Senior Secured Notes, Series B, due 2011 in an aggregate original principal amount of \$39,150,000 and its 8.58% Senior Secured Notes, Series C, due 2011 in an aggregate original principal amount of \$117,450,000;

WHEREAS, pursuant to a Note Purchase Agreement dated as of September 20, 2001, as amended (the "Series D Note Purchase Agreement" and, together with the Original Note Purchase Agreements, collectively the "Existing Note Purchase Agreements") with the institutional investor named in Schedule I thereto, the Mortgagee issued a fourth series of its Senior Secured Notes, consisting of its 6.73% Senior Secured Notes, Series D, due 2011 (the "Series D Notes" and, together with the Original Notes, collectively the "Existing Notes") in an aggregate original principal amount of \$29,100,000, which Series D Notes comprised the "Additional Notes" contemplated by the Original Note Purchase Agreements and the Original Mortgage;

WHEREAS, the Mortgagee and the holders of all of the outstanding Existing Notes have entered into a Consent and Agreement, dated as of July 25, 2002 which provides for

the amendment of the Existing Note Purchase Agreements to allow for, among other things, the issuance of the Series E Notes (as defined below) and amendment, or substitution, of the Existing Notes;

WHEREAS, the Mortgagee has entered into a Note Purchase Agreement (the “**Series E Note Purchase Agreement**” and, together with the Existing Note Purchase Agreements, collectively the “**Note Purchase Agreements**”) with the institutional investor named in Schedule I thereto providing for the issuance by the Mortgagee of a fifth series of its Senior Secured Notes, consisting of its 8.45% Senior Secured Notes, Series E, due 2011 (the “**Series E Notes**” and, together with the Existing Notes, collectively the “**Senior Notes**”) in an aggregate original principal amount of \$18,637,000, comprising a second series of such “**Additional Notes**” and in connection therewith the Existing Note Purchase Agreements and other Finance Documents have been supplemented and amended to permit such second series; and to secure the Series E Notes, equally and ratably with all Existing Notes, the Mortgagee has duly authorized the execution and delivery of this First Amendment; and

WHEREAS, all acts necessary (i) to make the Series E Notes, when executed by the Mortgagee and issued, the valid obligations of the Mortgagee, and (ii) to constitute the Original Mortgage, as amended by this First Amendment, a valid instrument to secure the payment of the Series E Notes on a parity with the Existing Notes, without preference, priority or distinction as to lien or otherwise, in accordance with the terms of the Collateral Indenture, the Existing Note Purchase Agreements, the Series E Note Purchase Agreement, the Existing Notes and the Series E Notes, have been performed;

WHEREAS, Mortgagor desires to amend the Original Mortgage as more particularly set forth herein and Mortgagee desires to acknowledge and consent to such amendments.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Mortgagor does hereby agree, and Mortgagee does hereby acknowledge and consent, as follows:

1. The Original Mortgage is hereby amended as follows:
 - (a) Section 1.2 of the Original Mortgage is hereby amended by adding new definitions for “**Corrected City Easement**”, “**First Amendment**”, “**Series D Notes**”, “**Series D Note Purchase Agreements**”, “**Series E Notes**” and “**Series E Note Purchase Agreements**” and by changing other defined terms to read respectively as follows:

“**Additional Notes**” means the Series D Notes and the Series E Notes.”

“**Corrected City Easement**” has the meaning specified in the fourth WHEREAS clause of the First Amendment.”

“**First Amendment**’ means the First Amendment to Ground Lease Mortgage, Assignment of Rents and Fixture Filing dated as of July 25, 2002 amending this Mortgage.”

“**Ground Lease**’ means that certain Ground Lease dated as of July 22, 1999 (the “**Original Ground Lease**”) between Fee Owner and Mortgagor for which a Short Form and Memorandum of Lease dated as of July 22, 1999, was recorded on August 3, 1999, in the Office of the Recorder of Lake County, Indiana, as Document No. 99064451 and rerecorded on December 10, 1999, in the office of the Recorder of Lake County, Indiana, as Document No. 99103754, and for which a Short Form and Memorandum of Easements dated as of July 22, 1999, was recorded on August 3, 1999, in the Office of the Recorder of Lake County, Indiana, as Document No. 99064450 and rerecorded on December 10, 1999, in the Office of the Recorder of Lake County, Indiana, as Document No. 99103753, as amended by the following documents: (i) Letter Agreement dated as of December 9, 1999 between Fee Owner and Mortgagor relating to time and materials extras for Mortgagor’s account, including relocation of the 36” sewer, 4” sanitary and 18” fire water lines, and burying of the 2,400 volt overhead electric line; (ii) Letter Agreement dated as of May 15, 2000 between Fee Owner and Mortgagor amending Section 35(M)(i) of the Original Ground Lease; (iii) Amendment No. 1 to Energy Sales Agreement and Ground Lease dated September 13, 2001 between Fee Owner and Mortgagor; (iv) Letter Agreement dated July 2, 2002 from Mortgagor to Fee Owner; (v) Amendment No. 2 to Ground Lease dated as of July 8, 2002 between Fee Owner and Mortgagor; (vi) Amendment No. 1 to Short Form and Memorandum of Ground Lease dated as of July 8, 2002; which was recorded in the office of the Recorder of Lake County, Indiana on July 19, 2002, as Document No. 2002 065041; and (vii) Amendment No. 1 to Short Form and Memorandum of Easements dated as of July 8, 2002; which was recorded in the office of the Recorder of Lake County, Indiana on July 19, 2002, as Document No. 2002 065042.

“**Mortgage**” means the Original Mortgage as amended by the First Amendment.”

“**Note Purchase Agreements**’ has the meaning specified in the eleventh WHEREAS clause of the First Amendment.”

“**Note Purchasers**’ means the institutional investors named in Schedule I to the respective Note Purchase Agreements.”

“**Senior Notes**’ has the meaning specified in the eleventh WHEREAS clause of the First Amendment.”

“**Series D Note Purchase Agreement**’ has the meaning specified in the ninth WHEREAS clause of the First Amendment.”

“‘**Series D Notes**’ has the meaning specified in the ninth WHEREAS clause of the First Amendment.”

“‘**Series E Note Purchase Agreement**’ has the meaning specified in the eleventh WHEREAS clause of the First Amendment.”

“‘**Series E Notes**’ has the meaning specified in the eleventh WHEREAS clause of the First Amendment.”

“‘**Sublease**’ means that certain Ground Sublease dated as of December 14, 1999 between Mortgagee as sublessee and Mortgagor as sublessor which was recorded on December 23, 1999, in the Office of the Recorder of Lake County, Indiana, as Document No. 99107055 and which was amended pursuant to that certain Amendment No. 1 to Ground Sublease dated as of July 25, 2002 which was recorded on 7-31-, 2002 in the Office of the Recorder of Lake County, Indiana, as Document No. 2002 068338

- (b) Exhibit A attached to the Original Mortgage is hereby deleted in its entirety and replaced with Exhibit A attached to this First Amendment, and Exhibit B attached to the Original Mortgage is hereby deleted in its entirety and replaced with Exhibit B attached hereto.
- (c) Exhibit C attached to this First Amendment is hereby added as a new Exhibit C to the Original Mortgage.
- (d) Granting Clause First of the Original Mortgage is hereby deleted in its entirety and replaced with the following:
“The leasehold estate created by the Ground Lease (defined below) (the "**Leasehold Estate**") in the land more particularly described in Exhibit A and the easements described in Exhibit B hereto (collectively, the "**Facility Site**"), together with all rights appurtenant thereto including the easements and licenses granted in the Ground Lease or by any easement agreements, covenant or restrictive agreements and all air rights, mineral rights, water rights, oil and gas rights and development rights, if any, relating thereto, and also together with all of the other easements (including without limitation the easements created by the Corrected City Easement described in Exhibit C hereto), rights, privileges, interests, permits, hereditaments and appurtenances thereunto belonging or in anywise appertaining and whatsoever of Mortgagor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy (the "**Premises**").”
- (e) Granting Clause Second of the Original Mortgage is hereby amended by inserting the words, “or on any easements appurtenant thereto, including without limitation the Corrected City Easement,” immediately after “Facility Site” in the fourth line thereof.

- (f) Granting Clause Third of the Original Mortgage is hereby amended by inserting the words, "or on any easements appurtenant thereto, including without limitation the Corrected City Easement," immediately after "Facility Site" in the fourth line thereof.
2. Except as amended hereby, all other terms and conditions of the Original Mortgage shall remain in full force and effect.
3. If there shall be any inconsistencies between the terms and conditions set forth in the Original Mortgage and the terms and provisions of this First Amendment, then the terms and provisions of this First Amendment shall prevail. Whenever possible, the terms and provisions of this First Amendment shall be deemed supplemental to and not in derogation of the terms of the Original Mortgage and any documents relating thereof.
4. Mortgagor hereby confirms and ratifies all of the terms and provisions of the Original Mortgage as amended by this First Amendment.
5. Mortgagor covenants, represents and warrants that the Original Mortgage, as amended by this First Amendment when this First Amendment is duly recorded in the appropriate public records and when financing statements are duly filed in the appropriate public records, will create and continue as a valid, perfected and enforceable first priority Lien upon and security interest in all the Mortgaged Property free and clear of all Liens other than Permitted Liens and there are no defenses or offsets to the Mortgage or to any of the Secured Obligations.
6. Mortgagee consents and agrees to the amendments to the Original Mortgage hereby effected in this First Amendment. Without limiting the generality of the foregoing, Mortgagee assumes no responsibility for the correctness of the recitals of fact herein contained which shall be taken as the statements of the Mortgagor.
7. This Amendment shall be governed by and construed in accordance with the internal law of the State of New York; provided that the provisions of this Amendment relating to the creation, perfection and enforcement of the Lien and security interest created by this Amendment in respect of the Mortgaged Property and the exercise of each remedy provided by the Mortgage including the foreclosure procedures set forth in the Original Mortgage as amended by this Amendment and any other provisions which are required by applicable law to be governed by and/or construed in accordance with the internal laws of the state where the Mortgaged Property is located, shall be governed by and construed in accordance with the internal law of the State where the Mortgaged Property is located, and Mortgagor and Mortgagee will submit to jurisdiction and the laying of venue for any suit on the Mortgage in such State.
8. This First Amendment may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same amendment.

IN WITNESS WHEREOF, Mortgagor has caused this First Amendment to be duly executed and delivered as of the date first above written.

WHITING CLEAN ENERGY, INC.,

By: _____

Name: *V. Michael Alverson*

Title: *Vice President*

Acknowledged and Consented to by:

MATTCO FUNDING, LIMITED PARTNERSHIP

By: Mattco Capital, Inc., its general partner

By: _____

Name:

Title:

F. J. Conley


Frank Conley
Vice President



FIRST AMENDMENT TO GROUND LEASE MORTGAGE

State of New York)
)ss.
County of New York)

On the 24th day of July, in the year 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared V. Michael Alverson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

SARALYN VASILE
NOTARY PUBLIC, State of New York
No. 43-4992597
Qualified in Suffolk County
Commission Expires: 4/5/2005

State of New York)
)ss.
County of New York)

On the 24th day of July, in the year 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank J. Conway, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

SARALYN VASILE
NOTARY PUBLIC, State of New York
No. 43-4992597
Qualified in Suffolk County
Commission Expires: 4/5/2005

FIRST AMENDMENT TO GROUND LEASE MORTGAGE

EXHIBIT A

LEGAL DESCRIPTION OF LAND

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.

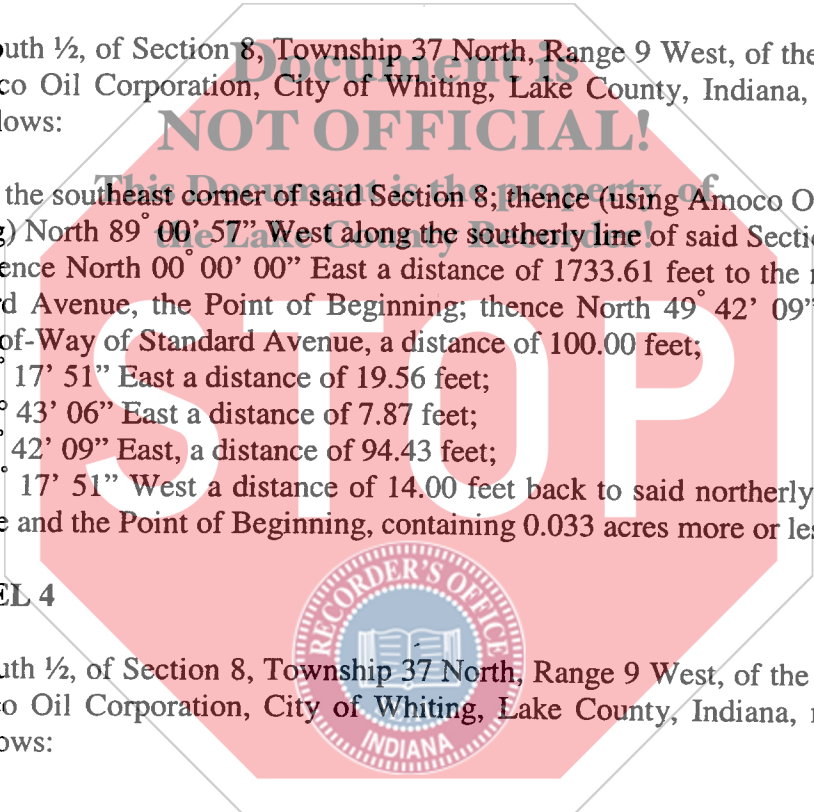
LEASE PARCEL 3

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.

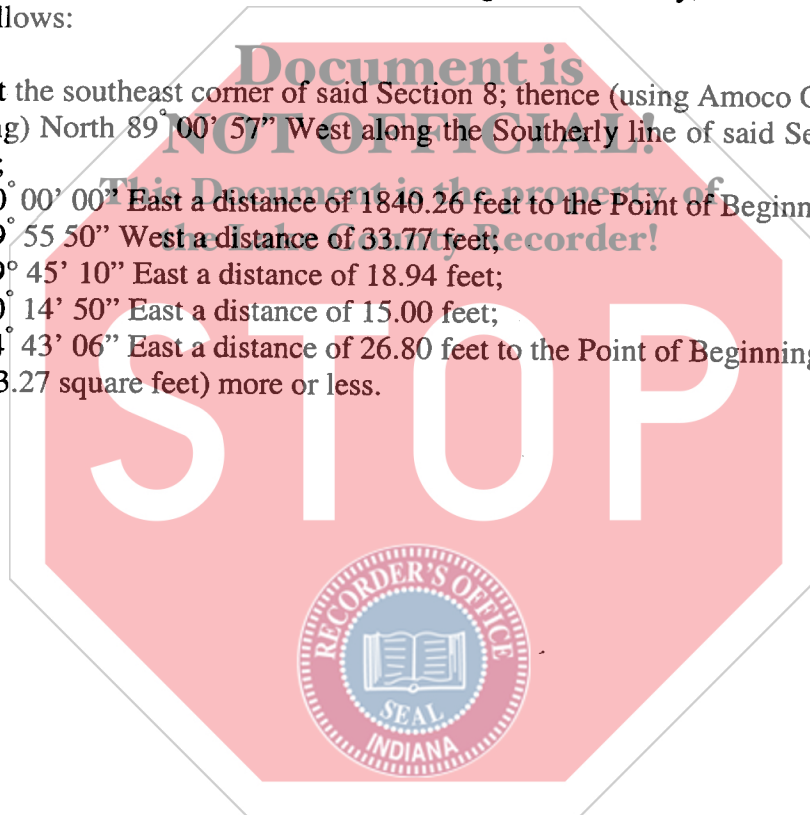


EXHIBIT B

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;

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FIRST AMENDMENT TO GROUND LEASE MORTGAGE

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.

EXTERNAL ELECTRIC TRANSMISSION EASEMENT 1!

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 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 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 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.

EXHIBIT C

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.

