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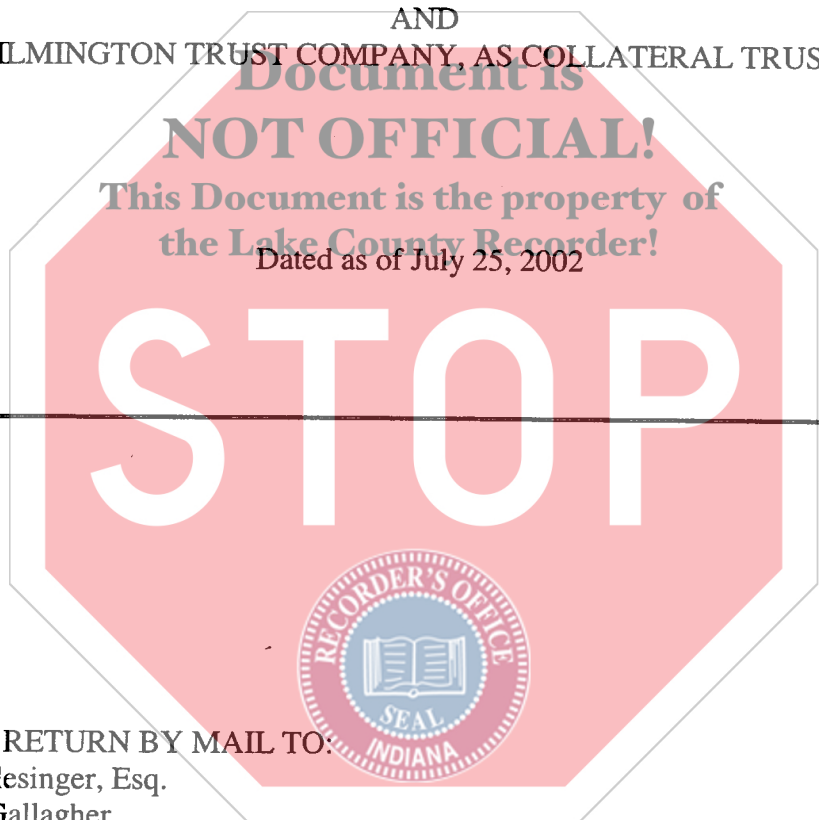
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Chicago Title Insurance Company

**FIRST AMENDMENT TO SUBORDINATION,  
NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

AMONG

WHITING CLEAN ENERGY, INC.,  
MATTCO FUNDING, LIMITED PARTNERSHIP  
AND  
WILMINGTON TRUST COMPANY, AS COLLATERAL TRUSTEE



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

37.00  
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**FIRST AMENDMENT TO SUBORDINATION,  
NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Amendment**") is entered into by and among Whiting Clean Energy, Inc., an Indiana corporation ("**Lessee**"), having an office at 8407 Virginia Street, Merrillville, Indiana 46410, Mattco Funding, Limited Partnership, a Delaware limited partnership ("**Lessor**"), whose address is c/o ML Leasing Equipment Corp., Four World Financial Center, New York, NY 10080 and Wilmington Trust Company, a Delaware banking corporation, as collateral trustee (together with its successors and assigns, "**Trustee**"), having an office at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-0001.

**W I T N E S S E T H:**

WHEREAS, Lessor, Lessee and Trustee have executed a certain Subordination, Non-Disturbance and Attornment Agreement 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 99107059 (the "**SNDA**"; all capitalized terms used but not defined herein shall have the meaning ascribed thereto in the SNDA);

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 Lessor with the institutional investors named in Schedule I thereto (the "**Original Note Purchasers**"), the Lessor 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 Lessor 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 Mortgage;

WHEREAS, the Lessor 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(s) named in Schedule I thereto, providing for the issuance by the Lessor 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 "**Notes**") in an aggregate original principal

**FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

amount of \$18,637,000, comprising a second series of such "Additional Notes" and in connection therewith the Existing Note Purchase Agreements and other related documents have been supplemented and amended to permit such fifth series;

**WHEREAS**, as security for the debt evidenced by the Existing Notes (the "**Original Debt**"), the Lessor (i) granted to Trustee among other things, a certain Subleasehold Mortgage, Assignment of Rents, Assignment of Ground Lease Mortgage 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 99107058 (the "**Original Mortgage**") encumbering Lessor's interest in the Project and (ii) entered into an Indenture of Trust, Security Agreement and Collateral Assignment of Contracts dated as of December 14, 1999 with Trustee as amended by First Supplement to Indenture of Trust, Security Agreement and Collateral Assignment of Contracts dated as of September 20, 2001 (the "**Original Indenture**");

**WHEREAS**, as security for the debt evidenced by the Series E Notes (the "**New Debt**"; the New Debt together with the Original Debt collectively, the "**Debt**"), the Lessor will, among other things, enter into (i) a certain First Amendment to Subleasehold Mortgage, Assignment of Rents, Assignment of Ground Lease Mortgage and Fixture Filing dated as of July 25, 2002 (the "**Mortgage Amendment**"; the Mortgage, as amended by the Mortgage Amendment, and as may hereafter be amended, modified or supplemented from time to time collectively, the "**Mortgage**") which Mortgage Amendment is to be recorded contemporaneously herewith and (ii) a Second Supplement to Indenture of Trust, Security Agreement and Collateral Assignment of Contracts dated as of July 25, 2002 with Trustee (the "**Second Supplement**"; the Original Indenture, as amended by the Second Supplement, and as may hereafter be amended, modified or supplemented from time to time collectively, the "**Indenture**");

**WHEREAS**, Trustee, Lessor and Lessee desire to amend the SNDA and to confirm their understanding with respect to the Lease, the Sublease, the Ground Lease and the Debt and the rights of Lessee and Trustee thereunder.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All references in the SNDA to the terms "Notes", "Debt", "Mortgage" and "Indenture" shall be to those terms as defined in this Amendment.
2. From and after the date hereof, all references in the SNDA to the term "**Ground Lease**" shall mean that 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 ("**Fee Owner**") and Lessee 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

**FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

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 Lessee relating to time and materials extras for Lessee'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; (v) Letter Agreement dated as of May 15, 2000 between Fee Owner and Lessee amending Section 35(M)(i) of the Original Ground Lease; (ii) Amendment No. 1 to Energy Sales Agreement and Ground Lease dated September 13, 2001 between Fee Owner and Lessee; (iii) Letter Agreement dated July 2, 2002 from Lessee to Fee Owner; (iv) Amendment No. 2 to Ground Lease dated as of July 8, 2002 between Fee Owner and Lessee; (v) 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 (vi) 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.

3. From and after the date hereof, the term "**Sublease**" as used in the SNDA shall mean that certain Ground Sublease dated as of December 14, 1999 between Lessor as sublessee and Lessee 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

4. ~~Exhibit A attached to the SNDA is hereby deleted in its entirety and replaced with Exhibit A attached hereto, and Exhibit B attached to the SNDA is hereby deleted in its entirety and replaced with Exhibit B attached hereto, and for all purposes of the SNDA, the term "Facility Site" as used in the SNDA shall henceforth refer to the Leasehold Estate in the land described on Exhibit A attached hereto and the easements described in Exhibit B attached hereto.~~

5. The parties hereto acknowledge that this Amendment may be recorded in the appropriate public records.

6. Except as amended hereby, all other terms and conditions of the SNDA shall remain in full force and effect and the agreement on the part of Lessee contained therein to subordinate and subject the Lease and the leasehold estate created thereby to the lien of the Original Mortgage shall remain in full force and effect with respect to the Mortgage as if repeated herein.

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 priority and enforcement of the respective rights of the parties hereto in respect of the Project and the exercise of each remedy provided in the SNDA as amended by this

**FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

Amendment and any other provisions which are required by applicable law to be governed by or construed in accordance with the internal laws of the state where the Project is located, shall be governed by and construed in accordance with the internal law of the State where the Project is located, and Lessor, Lessee and Trustee will submit to jurisdiction and the laying of venue for any suit on the SNDA as amended by this Amendment in such State.

8. If there shall be any inconsistencies between the terms and conditions set forth in the SNDA and the terms and provisions of this Amendment, then the terms and provisions of this Amendment shall prevail. Whenever possible, the terms and provisions of this Amendment shall be deemed supplemental to and not in derogation of the terms of the SNDA and any documents relating thereto.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth adjacent to their signatures below to be effective as of the date of the Mortgage Amendment.

Dated as of  
July 25, 2002

LESSEE:

Whiting Clean Energy, Inc.

By: [Signature]  
Name: A. Michael Alverson  
Title: Vice President

Dated as of  
July 25, 2002

LESSOR:

Mattco Funding, Limited Partnership

By: Mattco Capital, Inc., its General Partner

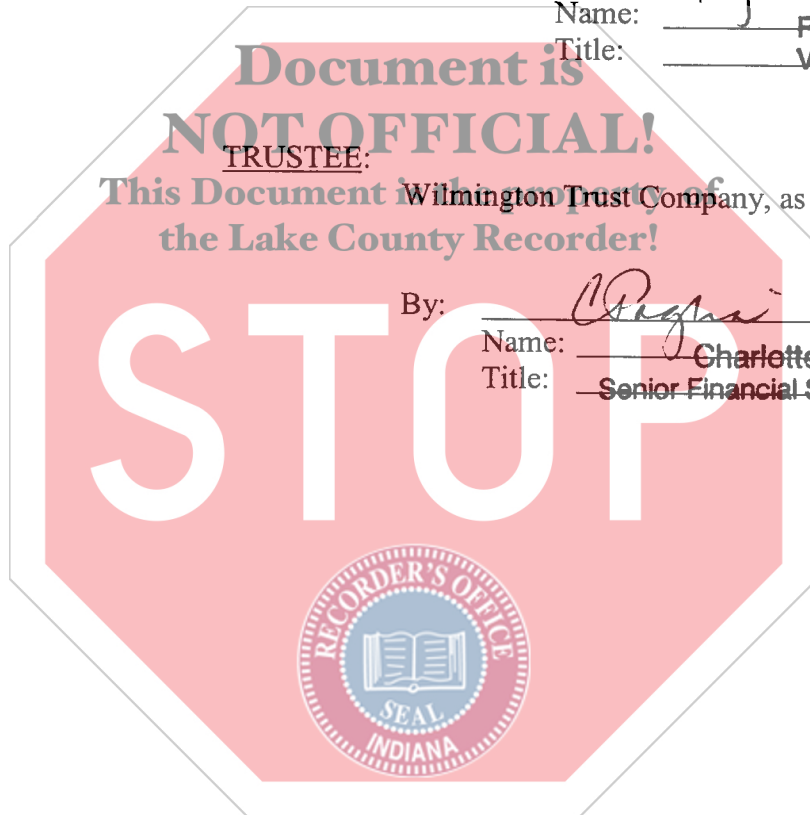
By: [Signature]  
Name: Frank Conley  
Title: Vice President

Dated as of  
July 25, 2002

TRUSTEE:

Wilmington Trust Company, as Collateral Trustee  
This Document is the property of  
the Lake County Recorder!

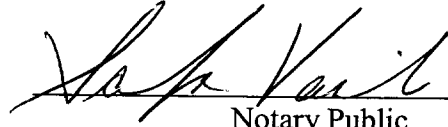
By: [Signature]  
Name: Charlotte Paglia  
Title: Senior Financial Services Officer



**FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

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

On the 24<sup>th</sup> day of July, in the year 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared V. Michael Averson, 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.

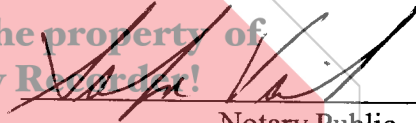


Notary Public  
SARALYN VASILE  
NOTARY PUBLIC, State of New York  
No. 43-4992597  
Qualified in Suffolk County  
Commission Expires: 4/5/05 2/24/05

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

On the 24<sup>th</sup> day of July, in the year 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(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.

This Document is the property of  
the Lake County Register!

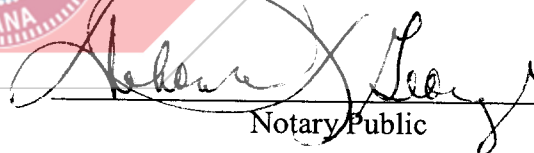


Notary Public  
SARALYN VASILE  
NOTARY PUBLIC, State of New York  
No. 43-4992597  
Qualified in Suffolk County  
Commission Expires: 4/5/05 2/24/05

State of DELAWARE )  
 ) ss.:  
County of NEW CASTLE )

On the 23<sup>rd</sup> day of July, in the year 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Charlotte Parll, 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.

DEBORAH L. GEORGE  
NOTARY PUBLIC-DELAWARE  
My Commission Expires Nov. 21, 2003



Notary Public

FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

**FIRST AMENDMENT TO  
SUBORDINATION,  
NON-DISTURBANCE AND  
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AMONG  
WHITING CLEAN ENERGY, INC.  
MATTCO FUNDING, LIMITED  
PARTNERSHIP AND  
WILMINGTON TRUST COMPANY,  
AS COLLATERAL TRUSTEE

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



**FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT  
AGREEMENT**



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.

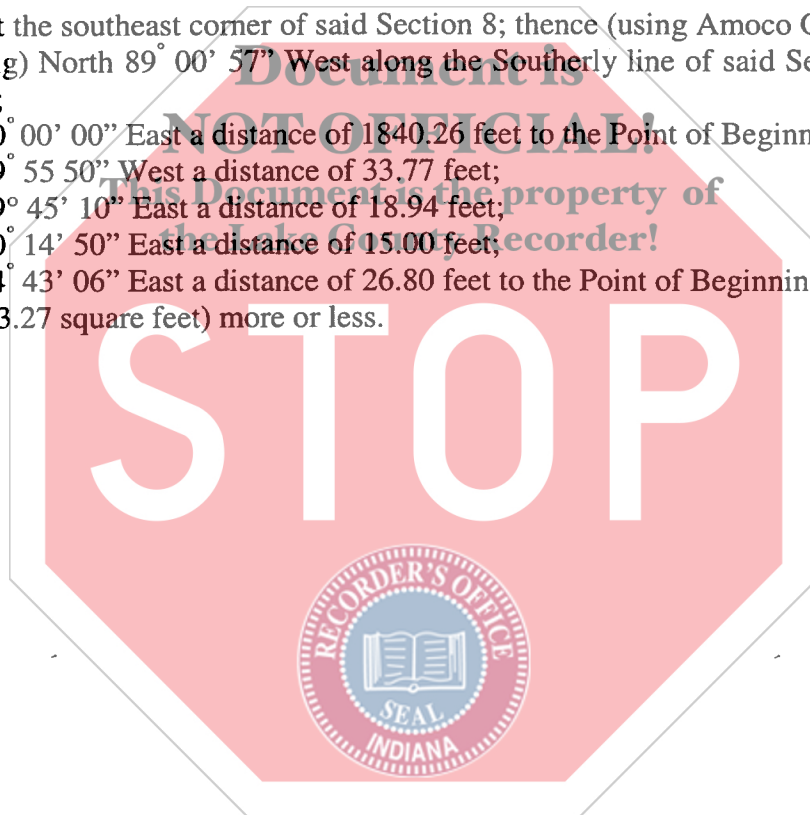


EXHIBIT B

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;

**FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

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.

**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.

**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.

