

STATE OF INDIANA  
LAKE COUNTY  
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MORRIS W. CARTER  
RECORDER

98045422

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After recording this instrument  
should be returned to:

James L. Morgan, Esq.  
Henderson & Morgan, LLC  
164 Hubbard Way, Suite B  
Reno, NV 89502

ASSIGNMENT OF SPACELEASES, CONTRACTS,  
RENTS AND REVENUES  
(HAMMOND)

**NOT OFFICIAL!**

THIS ASSIGNMENT OF SPACELEASES, CONTRACTS, RENTS AND REVENUES (HAMMOND) ("Assignment") is made and entered into as of June 17, 1998 by and between EMPRESS CASINO HAMMOND CORPORATION, an Indiana corporation, hereinafter referred to as "Assignor", party of the first part, and WELLS FARGO BANK, National Association, as the administrative and collateral agent for the Lenders, the Swingline Lender and the L/C Issuer (all of which are defined in the Credit Agreement referred to below), hereinafter referred to, together with its successors and assigns, in such capacity, as "Agent Bank", party of the second part.

R E C I T A L S:

WHEREAS:

A. Assignor occupies the real property which is described as Parcels            on "Exhibit A" attached hereto (the "Leasehold/License Property") pursuant to the Leasehold/License Documents that are referred to by Section 17 of this Assignment. Assignor is the fee owner of the real property described as Parcel 1 on "Exhibit A" attached hereto (the "Fee Property", and together with the Leasehold/License Property, the "Land"). All references herein to the "Real Property" shall be to: (i) the Land; (ii) all real property which is adjacent to, or used in connection with, the Land and in which

\*All except Parcel 1.

Chicago Life Insurance Company

For notes see doc. #           

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Assignor now owns, or hereafter acquires, an interest (the "Adjacent Property"); and (iii) all tenements, hereditaments and appurtenances to the Land or the Adjacent Property. Assignor is also the owner of the ECHC Riverboat, which is defined by the Credit Agreement, referred to below, and which is docked primarily at the Real Property (together with any other vessels which may be utilized in connection with the Real Property, the "Vessels").

B. Reference is made to that certain Credit Agreement (as it may be hereafter renewed, extended, amended, restated or otherwise modified, the "Credit Agreement") executed concurrently, or substantially concurrent, herewith by and among Assignor, Empress Entertainment, Inc., a Delaware corporation, and Empress Casino Joliet Corporation, an Illinois corporation (collectively, "Borrowers"), the Lenders therein named (each, together with their respective successors and assigns, individually being referred to herein as a "Lender" and collectively as the "Lenders"), the Swingline Lender therein named (referred to herein, together with its successors and assigns, as the "Swingline Lender"), the L/C Issuer therein named (referred to herein, together with its successors and assigns, as the "L/C Issuer"), and Agent Bank. Agent Bank, the Lenders, the Swingline Lender and the L/C Issuer are collectively referred to herein as the "Banks". All capitalized words and terms which are used herein (and which are not otherwise defined herein) shall have the respective meanings and be construed herein as provided in Section 1.01 of the Credit Agreement and any reference to a provision of the Credit Agreement shall be deemed to incorporate that provision as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

C. Pursuant to the Credit Agreement, and subject to the terms and conditions specified therein, the Lenders have agreed to provide a reducing revolving credit facility to Borrowers with an initial maximum principal amount of One Hundred Million Dollars (\$100,000,000.00) available for Borrowings thereunder (together with all extensions, renewals, amendments, substitutions and other modifications thereof, the "Credit Facility"), which Credit Facility includes: (i) a subfacility for funding of Swingline Advances by the Swingline Lender on shorter notice and in lesser amounts than would otherwise be required for Borrowings under the Credit Facility (together with all extensions, renewals, amendments, substitutions, and other modifications thereof, the "Swingline Facility"); and (ii) a subfacility for the issuance of Letters of Credit by the L/C Issuer (together with all extensions,

renewals, amendments, substitutions and other modifications thereof, the "L/C Facility" and, together with the Credit Facility and the Swingline Facility, the "Bank Facilities"); all as more particularly set forth by the Credit Agreement.

D. It is a condition of the Bank Facilities that all of Assignor's right, title and interest in and to:

(i) any leases and purchase contracts which are now existing or are hereafter entered into, for furniture, fixtures, equipment, signs and other items of personal property which are used in connection with, or which relate to: (aa) the Real Property and/or any of the Vessels; (bb) the ECHC Casino Facilities; and/or (cc) any other business activity now, or hereafter, conducted by, or on behalf of, Assignor or, in connection with, the Real Property and/or any of the Vessels (collectively, the "Additional Business(es)"); all together with any and all modifications, extensions, or renewals thereof; except to the extent that any such leases and/or purchase contracts grant an interest in any Excluded Items, as defined by Section 17 below (collectively, the "Equipment Leases and Contracts");

(ii) any spaceleases and concession agreements which now or hereafter relate to any portion of the Fee Property and/or any of the Vessels, and all extensions, renewals, amendments and modifications thereof (collectively, the "Spaceleases"); and

(iii) all present and future rents, issues, profits, products, earnings, income, proceeds, payments, revenue, receipts and deposits (collectively, the "Proceeds") which relate to, or are derived from, the Real Property, any of the Vessels, the ECHC Casino Facilities and/or any Additional Business, including, without limitation, present and future Proceeds, of any nature whatsoever, derived from, or received with respect to, casinos, bars, restaurants, banquet facilities, convention facilities, retail premises and other facilities related to, or used in connection with, the Real Property and/or any of the Vessels, and also including without limitation, Proceeds from leases, subleases, licenses, concessions, franchises or other use or occupancy agreements



covering any of the Real Property and/or any of the Vessels or entered into in connection with any of the Real Property and/or any of the Vessels (collectively, the "Rents and Revenues");

be presently assigned to Agent Bank as additional security for the Bank Facilities and as additional security for the performance of all obligations to be performed by Borrowers, or any of them, pursuant to the Credit Agreement and the other Loan Documents upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the Bank Facilities, Assignor does hereby assign to the Agent Bank all of its right, title and interest in and to the Equipment Leases and Contracts, the Spaceleases and the Rents and Revenues as follows:

Assignor does hereby grant, assign and convey unto Agent Bank all the right, title, interest and privilege which Assignor has or may hereafter acquire, in or to: (i) all Equipment Leases and Contracts and/or Spaceleases which now exist or may hereafter be entered into; and (ii) the Rents and Revenues. Without limiting the generality of the foregoing, but subject to the provisions of Sections 4 and 5 of this Assignment, Agent Bank shall have the present and continuing right with full power and authority, in its own name, or in the name of Assignor, or otherwise: (aa) to do any and all things which Assignor may be or may become entitled to do under the Equipment Leases and Contracts and/or Spaceleases, and the right to make all waivers and agreements, give all notices, consents and releases and other instruments and to do any and all other things whatsoever which Assignor may be or may become entitled to do under said Equipment Leases and Contracts and/or Spaceleases; and (bb) to make claim for, enforce, collect, receive and make receipt (in its own name, or the name of Assignor, or otherwise) for any and all of the Rents and Revenues and to do any and all things which Assignor is or may become entitled to do for the collection of the Rents and Revenues.

2. The acceptance of this Assignment and the payment or performance under the Equipment Leases and Contracts, the Spaceleases, and/or the Rents and Revenues hereby assigned shall not constitute a waiver of any rights of the Agent Bank or of the Banks under the terms of the Credit Agreement or any other Loan Document for the benefit of the Agent Bank or of the Banks.

3. Assignor shall keep and perform the following with respect to the Equipment Leases and Contracts and the Spaceleases:

(a) Except as may be permitted in the Credit Agreement, Assignor will not further assign any interest in the Equipment Leases and Contracts or in the Spaceleases, or create or permit any lien, charge, or encumbrance upon its interests in the Equipment Leases and Contracts or in the Spaceleases;

(b) Assignor will not, without the prior written consent of the Agent Bank:

(i) cancel, terminate or surrender, or consent to any cancellation, termination or surrender, or permit any event to occur which would entitle any lessor/vendor to terminate or cancel its Equipment Lease and Contract if such cancellation, termination or surrender would be reasonably likely to materially and adversely affect either the ECHC Casino Facilities or any Additional Business (other than a cancellation or termination caused by the default of the Equipment Lease and Contract lessor/vendor thereunder);

(ii) cancel, terminate or surrender, or consent to any cancellation, termination or surrender, or permit any event to occur which would entitle any lessee to terminate or cancel its Spacelease if such cancellation, termination or surrender would be reasonably likely to materially and adversely affect either the ECHC Casino Facilities or any Additional Business (other than a cancellation or termination caused by the default of the lessee thereunder);

(iii) amend or modify any of the Equipment Leases and Contracts or the Spaceleases if such amendment or modification would be reasonably likely to materially and adversely affect either the ECHC Casino Facilities or any Additional Business;

(iv) waive any default under or breach of any Equipment Leases and Contracts or any Spaceleases except for any waiver that would not be reasonably likely to result in any material adverse affect on either the ECHC Casino Facilities or any Additional Business; or

(v) give any consent, waiver or approval which would impair Assignor's interest in any of the Equipment

Leases and Contracts or any of the Spaceleases if such consent, waiver or approval would be reasonably likely to materially and adversely affect either the ECHC Casino Facilities or any Additional Business.

(c) Assignor will promptly notify the Agent Bank of the occurrence of any default under any of the Equipment Leases and Contracts and Spaceleases, which, if left uncured, would be reasonably likely to materially and adversely affect either the ECHC Casino Facilities or any Additional Business.

4. Notwithstanding anything to the contrary contained in this Assignment, it is understood and agreed that so long as there shall exist no Event of Default under the Credit Agreement: (i) there is reserved to Assignor a revocable license to retain, use and enjoy the Equipment Leases and Contracts and the Spaceleases and the properties they concern; and (ii) Agent Bank shall not exercise any rights which it may have under Section 1 of this Assignment. Upon the occurrence of an Event of Default, such license granted to Assignor may be immediately revoked by Agent Bank (except that, upon occurrence of an Event of Default under subsections 7.01(f), (g) or (h) of the Credit Agreement, such license granted to Assignor shall be automatically revoked) without further demand or notice and Agent Bank is hereby empowered to enter and take possession of the Fee Property and/or the Vessels and to use, manage and operate the same and to do all acts required or permitted by the Equipment Leases and Contracts and the Spaceleases, and perform such other acts in connection with the use, management and operation of the property, which is the subject of the Equipment Leases and Contracts and the Spaceleases as Agent Bank, in its sole discretion, may deem proper (including, without limitation, such acts as are otherwise authorized under this Assignment). Should the Event of Default which resulted in any such revocation be cured prior to foreclosure, deed-in-lieu of foreclosure, or a similar conveyance under any of the Security Documentation, then such license granted to Assignor shall be immediately reinstated without further demand or notice and Agent Bank shall, as soon as reasonably possible, redeliver to Assignor possession of the Equipment Leases and Contracts, and of the Spaceleases (and, at the expense of Assignor, shall execute such notices to third parties as Assignor may reasonably request) and the parties hereto shall each be restored to, and be reinstated in, their respective rights and positions hereunder as if the Event of Default had not



occurred (without impairment of or limitation on Agent Bank's right to proceed hereunder upon subsequent Events of Default).

5. It is also understood and agreed that so long as there shall exist no Event of Default under the Credit Agreement: (i) there is reserved to Assignor a revocable license to collect the Rents and Revenues as they become due, but not prior to accrual; and (ii) Agent Bank shall not exercise any rights which it may have under Section 1 of this Assignment. Upon the occurrence of an Event of Default, such license granted to Assignor may be immediately revoked (except that, upon occurrence of an Event of Default under subsections 7.01(f), (g) or (h) of the Credit Agreement, such license granted to Assignor shall be automatically revoked) without further demand or notice and Agent Bank is hereby empowered, but shall not be obligated, to: (i) demand payment of the Rents and Revenues from the appropriate party, (ii) give notice that further payments of Rents and Revenues are to be made as directed by Agent Bank, and (iii) settle compromise, bring suit in respect of Rents and Revenues or otherwise deal with the person owing such Rents and Revenues, either in the name of Assignor or in its own name. If any such Rents and Revenues are collected by Assignor in violation of this Assignment, such Rents and Revenues shall be held in trust for the benefit of Agent Bank. Any such Rents and Revenues which are actually collected by Agent Bank for application to Assignor's obligations under the Credit Agreement (and not held by a receiver or other third party) shall be applied to such obligations in the order set forth by Section 7.03 of the Credit Agreement. No action taken by Agent Bank, by any of the Banks, or by a receiver, in exercising any of the rights and remedies hereunder shall cause any of them to be characterized as a "Mortgagee in Possession". This Assignment is intended to be and is an absolute present assignment from Assignor to Agent Bank and not merely the passing of a security interest. Should the Event of Default which resulted in any such revocation be cured prior to foreclosure, deed-in-lieu of foreclosure, or a similar conveyance under any of the Security Documentation, then such license granted to Assignor shall be immediately reinstated without further demand or notice and Agent Bank shall, as soon as reasonably possible, execute, at the expense of Assignor, such notices to third parties as Assignor may reasonably request and the parties hereto shall each be restored to, and be reinstated in, their respective rights and positions hereunder as if the Event of Default had not occurred (without impairment of or limitation on Agent Bank's right to proceed hereunder upon subsequent Events of Default).

6. Neither the Agent Bank nor any of the Banks shall be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under the Equipment Leases and Contracts and/or the Spaceleases, or relating to the Rents and Revenues. This Assignment shall not place responsibility for the management, control, care, operation or repair of the Real Property, the Vessels, the ECHC Casino Facilities or any Additional Business, upon Agent Bank, any of the Banks or any of their respective trustees, officers, employees, agents, attorneys or stockholders (collectively, the "Indemnified Parties"); nor shall this Assignment cause any of the Indemnified Parties to be responsible or liable for any negligence in the management, control, care, operation or repair of the Real Property, the Vessels, the ECHC Casino Facilities or any Additional Business, which results in loss, injury or death to any tenant, guest, licensee, employee or stranger (provided that this Section 6 shall not act to relieve any Indemnified Party from liability which results from such Indemnified Party's own gross negligence or willful misconduct).

7. Assignor hereby agrees to indemnify, protect, defend and save harmless each of the Indemnified Parties from and against, any and all losses, damages, expenses or liabilities of any kind or nature from any suits, claims or demands, including reasonable counsel fees incurred in investigating or defending such claim, suffered by any of them and caused by, relating to, arising out of, resulting from, or in any way connected with: (i) this Assignment; (ii) any of the Equipment Leases and Contracts, Spaceleases or Rents and Revenues; or (iii) the management, control, care, operation or repair of the Real Property, any of the Vessels, the ECHC Casino Facilities and/or any Additional Business. It is provided, however, that Assignor shall not be obligated to indemnify, protect, defend or save harmless an Indemnified Party if, and to the extent, the loss, damage, expense or liability was caused by (a) the gross negligence or willful misconduct of such Indemnified Party, or (b) the breach of this Assignment or any other Loan Document by such Indemnified Party or the breach of any laws, rules or regulations by such Indemnified Party (other than those breaches of laws arising from Assignor's default). In case any action shall be brought against any Indemnified Party based upon any of the above and in respect to which indemnity may be sought against Assignor, Agent Bank shall promptly notify Assignor in writing, and Assignor shall assume the defense thereof, including the employment of counsel selected by Assignor and reasonably satisfactory to the Indemnified Party, the payment of all



costs and expenses and the right to negotiate and consent to settlement. Upon reasonable determination made by an Indemnified Party that such counsel would have a conflict representing such Indemnified Party and Assignor, the applicable Indemnified Party shall have the right to employ, at the expense of Assignor, separate counsel in any such action and to participate in the defense thereof. Assignor shall not be liable for any settlement of any such action effected without its consent, but if settled with Assignor's consent, or if there be a final judgment for the claimant in any such action, Assignor agrees to indemnify, defend and save harmless such Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. In the event that any Person is adjudged by a court of competent jurisdiction not to have been entitled to indemnification under this Section 7, it shall repay all amounts with respect to which it has been so adjudged. If and to the extent that the indemnification provisions contained in this Section 7 are unenforceable for any reason, Assignor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations that is permissible under applicable law. The provisions of this Section 7 shall survive the termination of this Assignment and Bank Facility Termination.

8. Assignor agrees that this Assignment and the designation and directions herein set forth are irrevocable. So long as: (i) this Assignment and/or the designation and directions set forth herein are in effect; (ii) any obligation of Assignor under the Bank Facilities remains unsatisfied; or (iii) the Banks, or any of them, have any obligation, whether contingent or otherwise, to advance any funds under the Bank Facilities or any of the Loan Documents; Assignor will not make any other assignment, designation or direction inconsistent herewith (except as otherwise permitted in the Credit Agreement), and any such assignment, designation or direction which is inconsistent herewith shall be void. Assignor will, from time to time, execute all such instruments of further assurance and all such supplemental instruments as may be reasonably requested by Agent Bank.

9. No action or inaction on the part of Agent Bank or any of the Banks shall constitute an assumption on the part of Agent Bank or any of the Banks of any obligations or duties under the Equipment Leases and Contracts and/or Spaceleases, or relating to the Rents and Revenues. No action or inaction on the part of Assignor shall adversely affect or limit in any way the rights of Agent Bank under this Assignment or, through

this Assignment, under the Equipment Leases and Contracts and/or the Spaceleases, or relating to the Rents and Revenues.

10. Assignor covenants and represents that it has the full right and title to assign the Equipment Leases and Contracts, Spaceleases and the Rents and Revenues; that no other assignments of its interests in the Equipment Leases and Contracts and/or Spaceleases, or of its interests in the Rents and Revenues have been made; that no notice of termination has been served on it with respect to any Equipment Leases and Contracts or Spaceleases, the termination of which would be reasonably likely to result in a Material Adverse Change; and that there are presently no defaults existing under any of the Equipment Leases and Contracts or the Spaceleases, which defaults would be reasonably likely to result in a Material Adverse Change if left uncured.

11. The full performance of the terms contained in the Credit Agreement and the Notes and the due release and termination of the Security Documentation shall render this Assignment void. Upon such reconveyance, Agent Bank, at the request and the expense of Assignor, will deliver either an instrument cancelling this Assignment or assigning the rights of the Agent Bank hereunder, as Assignor shall direct.

12. Assignor and Agent Bank intend that this Assignment shall be a present, absolute and unconditional assignment, subject to the license granted above, and not merely the passing of a security interest. During the term of this Assignment, neither the Equipment Leases and Contracts, the Spaceleases, nor the Rents and Revenues shall constitute property of Assignor (or any estate of Assignor) within the meaning of 11 U.S.C. § 541 (as it may be amended from time to time).

13. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns. This Assignment may not be modified or terminated orally.

14. All of the rights and remedies of Agent Bank hereunder are cumulative and not exclusive of any other right or remedy which may be provided for hereunder or under any other Loan Document. Nothing contained in this Assignment and no act done or omitted by Agent Bank or any of the Banks pursuant to its terms shall be deemed a waiver by Agent Bank or any of the Banks of any rights or remedies under the Loan Documents, and this Assignment is made and accepted without

prejudice to any rights or remedies possessed by Agent Bank or any of the Banks under the terms of the Loan Documents. The right of Banks to collect the secured principal, interest, and other Indebtedness, and to enforce any other security may be exercised by Agent Bank or the Banks prior to, simultaneous with, or subsequent to any action taken under this Assignment.

15. Upon the occurrence of an Event of Default, Assignor shall be deemed to have appointed and does hereby appoint Agent Bank the attorney-in-fact of Assignor to prepare, sign, file and/or record such documents or instruments, or take such other actions, as may be reasonably necessary to perfect and preserve, against third parties, the interest in the Equipment Leases and Contracts, Spaceleases and Rents and Revenues which is granted to Agent Bank hereunder.

16. This Assignment shall be governed by the internal laws of the State of Indiana without regard to principles of conflict of law.

17. The terms of this Assignment notwithstanding, it is specifically provided that no interest in any of the following (collectively, the "Excluded Items") is granted hereunder:

(a) all of Assignor's right, title and interest in, and to, that certain Hammond Riverboat Gaming Project Development Agreement (the "Development Agreement") which is executed under date of June 21, 1996 by and among the City of Hammond, Indiana, the City of Hammond Department of Redevelopment and Assignor;

(b) all of Assignor's right, title and interest in, and to: (i) that certain License Agreement (the "Port Authority License") which is executed under date of June 21, 1996 by and between the Hammond Port Authority and Assignor, record notice of which is granted pursuant to that certain Memorandum of License Agreement that is recorded in the Official Records of Lake County, Indiana on March 5, 1997 as Instrument No. 97014037; and (ii) the Improvements which are defined by Article I of the Port Authority License;

(c) all of Assignor's right, title and interest in, and to: (i) that certain Lease (the "Redevelopment Lease") which is executed under date of June 19, 1996 by and between the City of Hammond Department of Redevelopment and Assignor, record notice of which is granted pursuant to that



certain Memorandum of Lease that is recorded in the Official Records of Lake County, Indiana on February 25, 1997 as Instrument No. 9701160; and (ii) the Redevelopment Parcel and Improvements which are defined by Article I of the Redevelopment Lease;

(d) all of Assignor's right, title and interest in, and to, that certain License Agreement (the "Water Department License" and, together with the Development Agreement, the Port Authority License and the Redevelopment Lease, collectively referred to herein as the "Leasehold/License Documents"), which is executed under date of June 19, 1996 by and among the Department of Water Works of the City of Hammond and Assignor, record notice of which is granted pursuant to that certain Memorandum of License Agreement that is recorded in the Official Records of Lake County, Indiana on March 5, 1997 as Instrument No. 97014038;

(e) all of Assignor's right, title and interest in, and to, the Gaming License issued to Assignor by the Indiana Gaming Commission;

(f) any Deposit Accounts established by Assignor pursuant to the Agreement Respecting the S/S Milwaukee Clipper by and between Lake Michigan Charters, Ltd. and the Hammond Port Authority dated March 20, 1996, and/or the Memorandum of Understanding and Consent by and between the Hammond Port Authority and H. Joseph Vaughn, President, DMS of Hammond, Inc. dated September 20, 1995;

(g) any interest of Assignor in sewer capacity reservation set forth in Quitclaim Deed, Bill of Sale and Sewer Capacity Reservation Agreement between Assignor, Hammond Bridge and Roadworks, LLC and the Sanitary District of the City of Hammond, Indiana, recorded February 21, 1997, in the office of the Recorder of Lake County, Indiana as Instrument No. 97010865;

(h) Temporary Permit to Enter Upon Property dated March 8, 1996, granted by the Elgin, Joliet and Eastern Railway Company ("EJE") to Hammond Bridge and Roadworks, LLC, as assigned to Assignor and as amended, and any agreement entered into or to be entered into with EJE for the acquisition of property to fulfill Assignor's commitments under the Development Agreement;

(i) any portion of the parking garage which is situated on property subject to the Redevelopment Lease, which

portion is owned by Assignor and which portion Assignor is required to convey to the City of Hammond and/or any of its political subdivisions;

(j) any investment or deposits made by Assignor pursuant to an agreement to be entered into by and between the City of Hammond and Assignor regarding guidelines for the investment by Assignor of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) of the residential housing investment in fulfillment of Assignor's obligations under Section 5.07 of the Development Agreement; and

(k) any interest of Assignor in Hammond Residential, LLC or in any loans made by or security interests granted to Hammond Residential, LLC in connection with a Loan Agreement to be entered into between Hammond Residential, LLC and Hammond Enterprise Development Corporation for a One Million Five Hundred Thousand Dollar (\$1,500,000.00) loan pursuant to Assignor's obligations under Section 5.07 of the Development Agreement.

18. This Assignment may be executed in any number of separate counterparts with the same effect as if the signatures hereto and hereby were upon the same instrument. All such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed the foregoing instrument as of the day and year first above written.

ASSIGNOR:

EMPRESS CASINO HAMMOND CORPORATION, an Indiana corporation

AGENT BANK:

WELLS FARGO BANK, National Association, as Agent Bank

By Michael W Hansen

Name Michael W Hansen

Title VP-Secretary

By Joseph L. Brady  
Senior Vice President

STATE OF Illinois )  
COUNTY OF Cook ) ss

Before me, a Notary Public in and for the State of Illinois, personally appeared Michael W. Hansen, the VP-Secretary of EMPRESS CASINO HAMMOND CORPORATION, an Indiana corporation, who, being first duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said corporation.


Witness my hand and Notarial Seal this 16<sup>th</sup> day of June, 1998.

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This Document is the property of the Lake County Recorder

Suzanne L. Saxman  
Notary Public  
Suzanne L. Saxman  
Printed Name

I am a resident of Cook County, Illinois.  
My commission expires: March 11, 1999.

"OFFICIAL SEAL"  
SUZANNE L. SAXMAN  
Notary Public, State of Illinois  
My Commission Expires March 11, 1999





STATE OF Illinois )  
COUNTY OF Cook ) SS

Before me, a Notary Public in and for the State of ILLINOIS, personally appeared JOSEPH L. BRADY, the Senior Vice President of WELLS FARGO BANK, National Association, who, being first duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said national banking association.

Witness my hand and Notarial Seal this 16th day of June, 1998.

Document is  
NOT OFFICIAL

Suzanne L. Saxman  
Notary Public

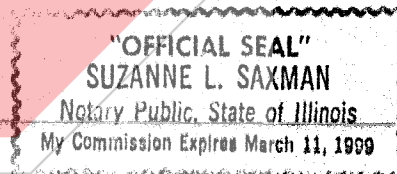
This Document is the property of  
the Lake County Recorder

Suzanne L. Saxman  
Printed Name

I am a resident of Cook County, Illinois.

My commission expires: March 11, 1999.

This instrument was prepared by James L. Morgan, Esq., Henderson & Morgan, LLC, 164 Hubbard Way, Suite B, Reno, Nevada 89502; (702) 825-7000.



PARCEL 1

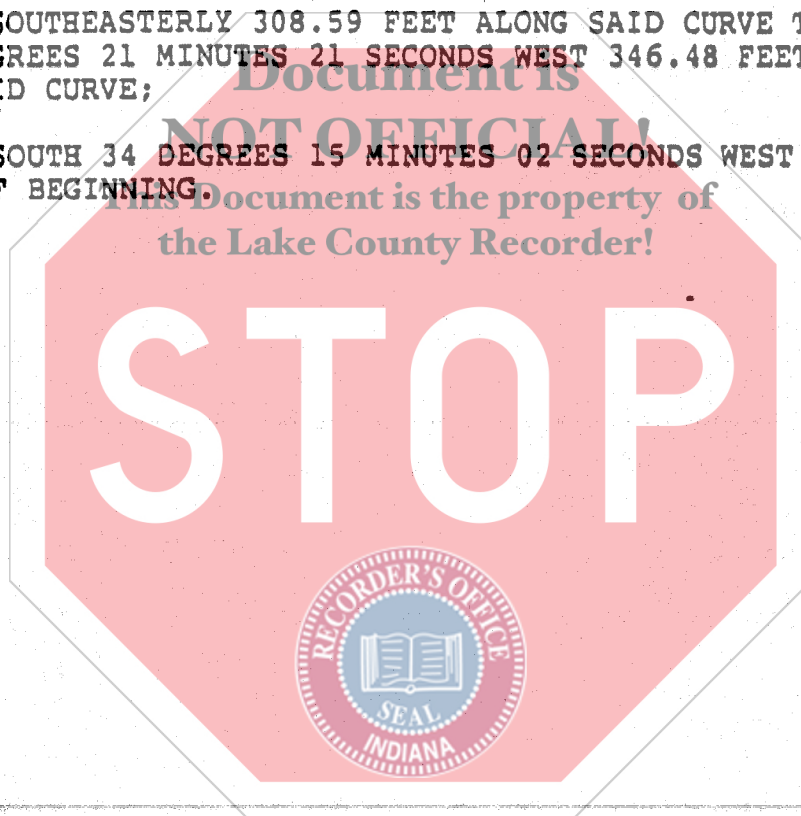
A PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN LOCATED IN NORTH TOWNSHIP, LAKE COUNTY, INDIANA, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS (ASSUMED BEARING),

2,180.44 FEET ALONG THE EAST LINE OF SAID SECTION 1 TO ITS POINT OF INTERSECTION WITH THE ORIGINAL CENTERLINE OF THE 80-FOOT-WIDE RIGHT-OF-WAY OF INDIANAPOLIS BOULEVARD; THENCE NORTH 39 DEGREES 07 MINUTES 01 SECOND WEST 2,689.03 FEET ALONG SAID ORIGINAL CENTERLINE OF THE 80-FOOT-WIDE RIGHT-OF-WAY OF INDIANAPOLIS BOULEVARD TO ITS POINT OF INTERSECTION WITH THE CENTERLINE OF 112TH STREET (80-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 50 DEGREES 52 MINUTES 59 SECONDS WEST 190.00 FEET ALONG THE CENTERLINE OF 112TH STREET; THENCE SOUTH 34 DEGREES 15 MINUTES 02 SECONDS WEST 497.85 FEET ALONG THE CENTERLINE OF 112TH STREET; THENCE NORTH 55 DEGREES 44 MINUTES 58 SECONDS WEST 40.00 FEET PERPENDICULAR TO THE CENTERLINE OF 112TH STREET TO THE SOUTHEASTERN CORNER OF THE 1.419-ACRE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED AS INSTRUMENT NO. 507068 ON DECEMBER 14, 1978, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, TO A POINT ON THE BOUNDARY (TERMINUS OF THE THIRD COURSE) OF THE 4.793 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AS INSTRUMENT NO. 94021860 ON MARCH 23, 1994 IN SAID RECORDER'S OFFICE, AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 34 DEGREES 15 MINUTES 02 SECONDS WEST 205.33 FEET ALONG THE NORTHWESTERN RIGHT-OF-WAY LINE OF 112TH STREET; THENCE NORTH 89 DEGREES 51 MINUTES 46 SECONDS WEST 336.05 FEET ALONG THE NORTHERN RIGHT-OF-WAY LINE OF 112TH STREET TO THE EASTERN RIGHT-OF-WAY LINE OF 5TH AVENUE (66-FOOT-WIDE RIGHT-OF-WAY); THENCE NORTH 00 DEGREES 04 MINUTES 19 SECONDS EAST 1,127.57 FEET ALONG THE EASTERN RIGHT-OF-WAY LINE OF 5TH AVENUE TO A POINT BEING SOUTH 00 DEGREES 04 MINUTES 19 SECONDS WEST 120.00 FEET FROM THE SOUTHEASTERN CORNER OF THE INTERSECTION OF 5TH AVENUE AND 110TH STREET (66-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 89 DEGREES 37 MINUTES 25 SECONDS EAST 172.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 19 SECONDS EAST 72.00 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 25 SECONDS EAST 218.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 19 SECONDS EAST 57.74 FEET TO THE SOUTHWESTERN RIGHT-OF-WAY LINE OF INDIANAPOLIS BOULEVARD; THENCE SOUTH 39 DEGREES 07 MINUTES 01 SECOND EAST 180.04 FEET ALONG THE SOUTHWESTERN RIGHT-OF-WAY LINE OF INDIANAPOLIS BOULEVARD TO THE NORTHWESTERN BOUNDARY OF SAID 4.793 ACRE TRACT OF LAND, THE NEXT SIX (6) COURSES ARE ALONG THE BOUNDARY OF SAID 4.793 ACRE TRACT OF LAND;

1) THENCE SOUTH 50 DEGREES 43 MINUTES 23 SECONDS WEST 135.68 FEET (MEASURED, 155.27 FEET DEEDED);

- 2) THENCE SOUTH 36 DEGREES 14 MINUTES 30 SECONDS WEST 136.32 FEET;
- 3) THENCE SOUTH 11 DEGREES 49 MINUTES 05 SECONDS WEST 132.22 FEET;
- 4) THENCE SOUTH 04 DEGREES 06 MINUTES 03 SECONDS EAST 125.93 FEET;
- 5) THENCE SOUTH 24 DEGREES 13 MINUTES 40 SECONDS EAST 122.46 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEING SOUTH 60 DEGREES 23 MINUTES 05 SECONDS WEST 346.48 FEET FROM THE RADIUS POINT OF SAID CURVE;
- 6) THENCE SOUTHEASTERLY 308.59 FEET ALONG SAID CURVE TO A POINT BEING SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST 346.48 FEET FROM THE RADIUS POINT OF SAID CURVE;
- 7) THENCE SOUTH 34 DEGREES 15 MINUTES 02 SECONDS WEST 257.63 FEET TO THE POINT OF BEGINNING.





**LAND DESCRIPTION**  
**Redevelopment Commission Sublease**  
**Parcel 1A**  
**version 1**  
**15 MAY 96**

A part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,209.68 feet along the East Line of said Section 1 and along the West Line of Section 6, Township 37 North, Range 9 West; thence South 41 degrees 13 minutes 34 seconds East 61.96 feet; thence South 41 degrees 13 minutes 34 seconds East 90.30 feet to the point of curvature of a curve to the left, said point of curvature being South 48 degrees 46 minutes 26 seconds West 2,814.93 feet from the radius point of said curve; thence southeasterly 229.77 feet along said curve to a point being South 44 degrees 05 minutes 50 seconds West 2,814.93 feet from the radius point of said curve; thence North 35 degrees 17 minutes 10 seconds East 17.84 feet to the POINT OF BEGINNING of this description; thence North 35 degrees 17 minutes 10 seconds East 813.45 feet; thence North 79 degrees 22 minutes 58 seconds East 71.38 feet; thence South 54 degrees 36 minutes 55 seconds East 100.48 feet; thence South 35 degrees 23 minutes 05 seconds West 90.00 feet; thence North 54 degrees 36 minutes 55 seconds West 110.00 feet; thence South 35 degrees 17 minutes 10 seconds West 780.38 feet; thence North 46 degrees 40 minutes 28 seconds West 40.40 feet to the POINT OF BEGINNING containing 0.995 acres, more or less.

8/31 29

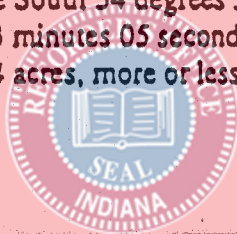


**EXHIBIT A, Page 3 of 14**

**LAND DESCRIPTION**  
**Redevelopment Commission Sublease**  
**Parcel 2**  
**version 1**  
**29 AUG 84**

A part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West, located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,209.68 feet along the East Line of said Section 1 and along the West Line of Section 6, Township 37 North, Range 9 West; thence South 41 degrees 13 minutes 34 seconds East 61.96 feet; thence South 41 degrees 13 minutes 34 seconds East 90.30 feet to the point of curvature of a curve to the left, said point of curvature being South 48 degrees 46 minutes 26 seconds West 2,814.93 feet from the radius point of said curve; thence southeasterly 229.76 feet along said curve to a point being South 44 degrees 05 minutes 50 seconds West 2,814.93 feet from the radius point of said curve; thence North 35 degrees 17 minutes 10 seconds East 831.29 feet; thence North 79 degrees 22 minutes 58 seconds East 71.38 feet; thence South 54 degrees 36 minutes 55 seconds East 100.48 feet to the POINT OF BEGINNING of this description; thence continuing South 54 degrees 36 minutes 55 seconds East 146.67 feet; thence South 35 degrees 16 minutes 41 seconds West 523.46 feet; thence North 54 degrees 35 minutes 11 seconds West 236.35 feet; thence South 35 degrees 15 minutes 53 seconds West 349.92 feet; thence North 46 degrees 40 minutes 28 seconds West 20.88 feet; thence North 35 degrees 17 minutes 10 seconds East 780.38 feet; thence South 54 degrees 36 minutes 55 seconds East 110.00 feet; thence North 35 degrees 23 minutes 05 seconds East 90.00 feet to the POINT OF BEGINNING, containing 3.024 acres, more or less.



**LAND DESCRIPTION**  
**Redevelopment Commission Sublease**  
**Parcel 4**  
**version 2**  
**28 MAY 96**

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West and a part of Section 36, Township 38 North, Range 10 West located in North Township, Lake County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 2,195.00 feet along the East Line of said Section 1 to its point of intersection with the centerline of Indianapolis Boulevard (100 foot wide right-of-way); thence North 40 degrees 07 minutes 55 seconds West 3,007.99 feet along the centerline of Indianapolis Boulevard; thence North 49 degrees 52 minutes 05 seconds East 50.00 feet perpendicular to the centerline of Indianapolis Boulevard to the northeastern right-of-way line of Indianapolis Boulevard; thence North 40 degrees 07 minutes 55 seconds West 190.50 feet along the northeastern right-of-way line of Indianapolis Boulevard; thence North 51 degrees 02 minutes 14 seconds East 290.22 feet; thence South 60 degrees 14 minutes 57 seconds East 49.35 feet; thence North 54 degrees 00 minutes 00 seconds East 528.73 feet to the point of curvature of a curve to the right, said point of curvature being North 36 degrees 00 minutes 00 seconds West 326.48 feet from the radius point of said curve; thence northeasterly and easterly 118.22 feet along said curve to the southwestern boundary of the 21.255 acre tract of land described in the QUITCLAIM DEED recorded as instrument #910181 on April 17, 1991 in the office of the Recorder of Lake County, Indiana, said point being North 15 degrees 15 minutes 10 seconds West 326.48 feet from the radius point of said curve, the next seven (7) courses are along the boundary of said 21.255 acre tract of land; 1) thence North 41 degrees 15 minutes 08 seconds West 1,700.29 feet to the POINT OF BEGINNING of this description; 2) thence North 41 degrees 15 minutes 08 seconds West 1,539.62 feet to the point of curvature of a curve to the right, said point of curvature being South 48 degrees 44 minutes 52 seconds West 24,828.52 feet from the radius point of said curve; 3) thence northwesterly 281.79 feet along said curve to its point of tangency, said point of tangency being South 49 degrees 23 minutes 53 seconds West 24,828.52 feet from the radius point of said curve; 4) thence North 40 degrees 36 minutes 07 seconds West 1,474.75 feet to the Indiana/Illinois State Line; 5) thence North 00 degrees 52 minutes 04 seconds West 138.52 feet along the Indiana/Illinois State Line; 6) thence South 48 degrees 50 minutes 29 seconds East 279.19 feet; 7) thence South 41 degrees 14 minutes 04 seconds East 2,051.13 feet to the northwestern corner of the tract of land described in the QUITCLAIM DEED recorded in Deed Record 1219, page 31 on November 5, 1962 in said Recorder's office, said corner being on "Eggers' Fence Line"; thence South 87 degrees 40 minutes 04 seconds East 11.27 feet along the northern boundary of said tract of land which is also along "Eggers' Fence Line"; thence South 41 degrees 12 minutes 09 seconds East 139.21 feet; thence



South 40 degrees 14 minutes 07 seconds East 154.35 feet to a point on a non-tangent curve concave to the southwest, said point being North 51 degrees 42 minutes 18 seconds East 1,514.88 feet from the radius point of said curve; thence southeasterly 141.95 feet along said curve to a point being North 57 degrees 04 minutes 25 seconds East 1,514.88 feet from the radius point of said curve; thence South 30 degrees 59 minutes 10 seconds East 154.35 feet; thence South 30 degrees 01 minute 09 seconds East 186.88 feet; thence South 30 degrees 59 minutes 24 seconds East 155.62 feet to a point on a non-tangent curve concave to the northeast, said point being South 57 degrees 04 minutes 25 seconds West 1,539.88 feet from the radius point of said curve; thence southeasterly 143.63 feet to a point being South 51 degrees 43 minutes 47 seconds West 1,539.88 feet from the radius point of said curve; thence South 48 degrees 44 minutes 52 seconds West 29.89 feet to the POINT OF BEGINNING containing 9.760 acres, more or less.

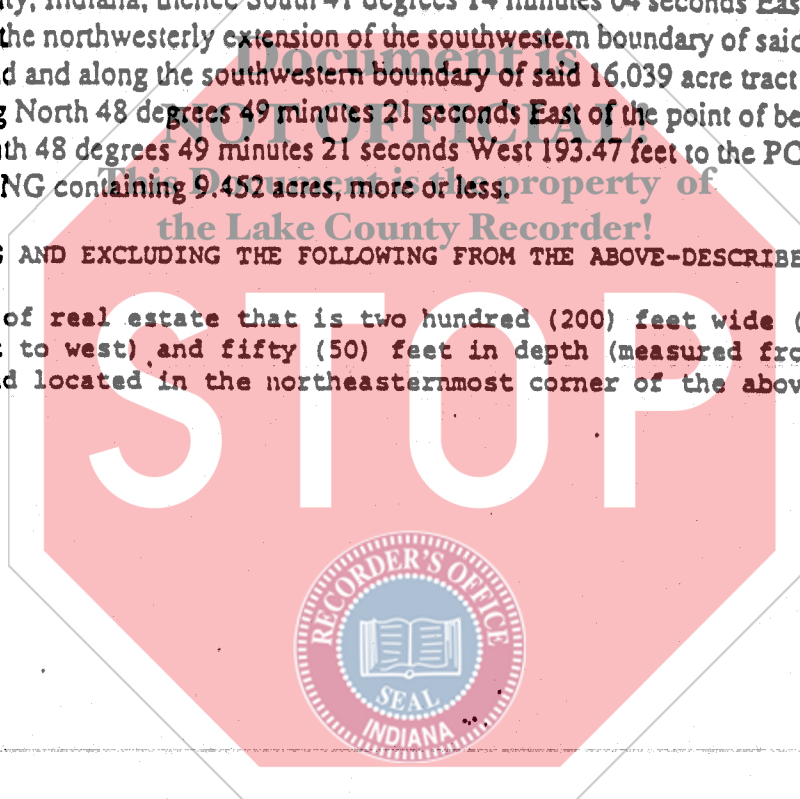
ALSO, a part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West and a part of Section 36, Township 38 North, Range 10 West located in North Township, Lake County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 2,195.00 feet along the East Line of said Section 1 to its point of intersection with the centerline of Indianapolis Boulevard (100 foot wide right-of-way); thence North 40 degrees 07 minutes 55 seconds West 3,007.99 feet along the centerline of Indianapolis Boulevard; thence North 49 degrees 52 minutes 05 seconds East 50.00 feet perpendicular to the centerline of Indianapolis Boulevard to the northeastern right-of-way line of Indianapolis Boulevard; thence North 40 degrees 07 minutes 55 seconds West 190.50 feet along the northeastern right-of-way line of Indianapolis Boulevard; thence North 51 degrees 02 minutes 14 seconds East 290.22 feet; thence South 60 degrees 14 minutes 57 seconds East 49.35 feet; thence North 54 degrees 00 minutes 00 seconds East 528.73 feet to the point of curvature of a curve to the right (said curve hereinafter referred to as "Curve #1), said point of curvature being North 36 degrees 00 minutes 00 seconds West 326.48 feet from the radius point of Curve #1; thence northeasterly and easterly 176.71 feet along Curve #1 to a point being North 04 degrees 59 minutes 19 seconds West 326.48 feet from the radius point of Curve #1 and to the POINT OF BEGINNING of this description; thence North 41 degrees 10 minutes 39 seconds West 1,372.17 feet to the point of curvature of a curve to the right, said point of curvature being South 48 degrees 49 minutes 21 seconds West 474.78 feet from the radius point of said curve; thence northwesterly 58.94 feet along said curve to its point of tangency, said point of tangency being South 55 degrees 56 minutes 06 seconds West 474.78 feet from the radius point of said curve; thence North 34 degrees 03 minutes 54 seconds West 45.58 feet to point of curvature of curve to the left, said point of curvature being North 55 degrees 56 minutes 06 seconds East 729.28 feet from the radius point of said curve; thence northwesterly 90.62 feet along said curve to its point of tangency, said point of tangency being North 48 degrees 48 minutes 55 seconds East 729.28 feet from the radius point of said curve; thence North 41 degrees 11 minutes 05 seconds West 8.90 feet; thence North 40 degrees 12 minutes 29 seconds West 154.34 feet to a point on a non-

tangent curve concave to the northeast, said point being South 51 degrees 45 minutes 03 seconds West 1,500.05 feet from the radius point of said curve; thence northwesterly 138.44 feet along said curve to a point being South 57 degrees 02 minutes 18 seconds West 1,500.05 from the radius point of said curve; thence North 31 degrees 00 minutes 10 seconds West 154.34 feet; thence North 30 degrees 01 minute 34 seconds West 170.82 feet to the point of curvature of curve to the right, said point of curvature being South 59 degrees 58 minutes 26 seconds West 1,420.19 feet from the radius point of said curve; thence northwesterly and northerly 273.83 feet along said curve to its point of tangency, said point of tangency being South 71 degrees 01 minute 16 seconds West 1,420.19 feet from the radius point of said curve; thence North 18 degrees 58 minutes 44 seconds West 56.31 feet to a point on the northwesterly extension of the southwestern boundary of the 16.039 acre tract of land describe in the WARRANTY DEED recorded in Deed Record 1218, page 592 on November 9, 1962 in the office of the Recorder of Lake County, Indiana; thence South 41 degrees 14 minutes 04 seconds East 2,501.08 feet along the northwesterly extension of the southwestern boundary of said 16.039 acre tract of land and along the southwestern boundary of said 16.039 acre tract of land to a point being North 48 degrees 49 minutes 21 seconds East of the point of beginning; thence South 48 degrees 49 minutes 21 seconds West 193.47 feet to the POINT OF BEGINNING containing 9.452 acres, more or less.

EXCEPTING AND EXCLUDING THE FOLLOWING FROM THE ABOVE-DESCRIBED PARCELS:

A parcel of real estate that is two hundred (200) feet wide (measured from east to west) and fifty (50) feet in depth (measured from north to south) and located in the northeasternmost corner of the above-described parcels.



**LAND DESCRIPTION**  
**Redevelopment Commission Sublease**  
**Ingress & Egress Access to Parking**  
version 1  
28 MAY 96

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West located in North Township, Lake County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 2,195.00 feet along the East Line of said Section 1 to its point of intersection with the centerline of Indianapolis Boulevard (100 foot wide right-of-way); thence North 40 degrees 07 minutes 55 seconds West 3,007.99 feet along the centerline of Indianapolis Boulevard; thence North 49 degrees 52 minutes 05 seconds East 50.00 feet perpendicular to the centerline of Indianapolis Boulevard to the northeastern right-of-way line of Indianapolis Boulevard; thence North 40 degrees 07 minutes 55 seconds West 190.50 feet along the northeastern right-of-way line of Indianapolis Boulevard; thence North 51 degrees 02 minutes 14 seconds East 290.22 feet; thence South 60 degrees 14 minutes 57 seconds East 49.35 feet; thence North 54 degrees 00 minutes 00 seconds East 528.73 feet to the point of curvature of a curve to the right, said point of curvature being North 36 degrees 00 minutes 00 seconds West 326.48 feet from the radius point of said curve; thence northeasterly and easterly 176.71 feet along said curve to a point being North 04 degrees 59 minutes 19 seconds West 326.48 feet from the radius point of said curve and to the POINT OF BEGINNING of this description; thence North 48 degrees 49 minutes 21 seconds East 35.00 feet; thence South 41 degrees 10 minutes 39 seconds East 625.56 feet; thence South 41 degrees 14 minutes 09 seconds East 34.87 feet to a point on a non-tangent curve concave to the northeast (said curve hereinafter referred to as "Curve #1"), said point of curvature being South 48 degrees 38 minutes 51 seconds West 5,682.15 feet from the radius point of said curve; thence southeasterly 150.03 feet along Curve #1 to a point being South 47 degrees 08 minutes 05 seconds West 5,682.15 feet from the radius point of Curve #1; thence North 48 degrees 45 minutes 56 seconds East 96.78 feet; thence South 41 degrees 14 minutes 04 seconds East 100.00 feet; thence South 48 degrees 45 minutes 56 seconds West 128.09 feet to a point on a non-tangent curve concave to the northeast (said curve is concentric with Curve #1), said point being South 46 degrees 08 minutes 30 seconds West 5,717.15 feet from the radius point of said curve; thence northwesterly 250.02 feet along said curve to a point being South 48 degrees 38 minutes 51 seconds West 5,717.15 feet from the radius point of said curve; thence North 41 degrees 14 minutes 09 seconds West 34.96 feet; thence North 41 degrees 10 minutes 39 seconds West 625.58 feet to the POINT OF BEGINNING containing 0.950 acres, more or less.



**LAND DESCRIPTION**  
 Redevelopment Commission Sublease  
 Water Department Perimeter Road  
 version 2  
 24 MAY 96

A 32.00 foot-wide strip of land being a part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana the centerline of which is described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,091.63 feet along the East Line of said Section 1 and along the West Line of Section 6, Township 37 North, Range 9 West to a point on a non-tangent curve concave to the northeast, said point being South 38 degrees 59 minutes 01 second West 1,637.02 feet from the radius point of said curve; thence southeasterly 82.23 feet along said curve to its point of tangency, said point of tangency being South 38 degrees 48 minutes 21 seconds West 1,637.02 feet from the radius point of said curve; thence South 53 degrees 11 minutes 39 seconds East 650.47 feet to the point of curvature of a curve to the left, said point of curvature being South 36 degrees 48 minutes 21 seconds West 2,864.79 feet from the radius point of said curve; thence southeasterly 84.09 feet along said curve to its point of tangency, said point of tangency being South 35 degrees 07 minutes 27 seconds West 2,864.79 feet from the radius point of said curve; thence South 54 degrees 52 minutes 33 seconds East 325.80 feet to the point of curvature of a curve to the left, said point of curvature being South 35 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence southeasterly, easterly, northeasterly, northerly, and northwesterly 142.07 feet along said curve to its point of tangency, said point of tangency being North 67 degrees 07 minutes 27 seconds East 55.00 feet from the radius point of said curve; thence North 22 degrees 52 minutes 33 seconds West 53.74 feet to the point of curvature of a curve to the right, said point of curvature being South 87 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence northwesterly, northerly, and northeasterly 56.62 feet along said curve to its point of tangency, said point of tangency being North 53 degrees 53 minutes 40 seconds West 55.00 feet from the radius point of said curve; thence North 36 degrees 06 minutes 20 seconds East 15.67 feet to the POINT OF BEGINNING of this centerline description; thence North 36 degrees 06 minutes 20 seconds East 254.84 feet to the point of curvature of a curve left, said point of curvature being South 53 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of said curve; thence northeasterly, northerly, and northwesterly 63.49 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 09 minutes 56 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 50 minutes 04 seconds West 117.95 feet to the point of curvature of a curve to the right, said point of curvature being South 35 degrees 09 minutes 56 seconds West 40.00 feet from the radius point of said curve; thence northwesterly, northerly, and northeasterly 60.84 feet along said curve to its point of tangency, said point of tangency being North 57 degrees 40 minutes 52 seconds West 40.00 feet from the radius point of said curve; thence North 32 degrees 19 minutes 08 seconds East 330.68 feet to the point of curvature of a curve to the left, said point of curvature being South 57 degrees 40 minutes 52 seconds East 40.00 feet from the radius point of said curve; thence northeasterly, northerly, and northwesterly 60.76 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 17 minutes 10 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 42 minutes 50 Seconds West 227.88 feet to the TERMINUS of this centerline description. Containing 0.820 acres, more or less.

CURVE #1  
 $\Delta = 02^{\circ}10'41''$   
 $R = 1637.02'$   
 $T = 31.12'$   
 $L = 62.23'$   
 $C = S52^{\circ}06'19''E - 62.22'$

CURVE #2  
 $\Delta = 01^{\circ}40'54''$   
 $R = 2864.79'$   
 $T = 42.05'$   
 $L = 84.09'$   
 $C = S54^{\circ}02'06''E - 84.08'$

CURVE #3  
 $\Delta = 148^{\circ}00'00''$   
 $R = 55.00'$   
 $T = 191.81'$   
 $L = 142.07'$   
 $C = N51^{\circ}07'27''E - 105.74'$

CURVE #4  
 $\Delta = 58^{\circ}58'53''$   
 $R = 55.00'$   
 $T = 31.11'$   
 $L = 56.62'$   
 $C = N06^{\circ}36'53''E - 54.15'$

CURVE #5  
 $\Delta = 90^{\circ}56'23''$   
 $R = 40.00'$   
 $T = 40.66'$   
 $L = 63.49'$   
 $C = N09^{\circ}21'52''W - 57.03'$

CURVE #6  
 $\Delta = 87^{\circ}09'12''$   
 $R = 40.00'$   
 $T = 38.06'$   
 $L = 60.84'$   
 $C = N11^{\circ}15'28''W - 55.15'$

CURVE #7  
 $\Delta = 87^{\circ}01'58''$   
 $R = 40.00'$   
 $T = 37.98'$   
 $L = 60.76'$   
 $C = N11^{\circ}11'51''W - 55.09'$

AMERICAN  
 INDIANAPOLIS  
 (317) 547-5560

**EXHIBIT A, Page 9 of 14**

28, 1996	SHEET NO. 1 of 3
M	
290	

LAND DESCRIPTION  
Redevelopment Commission Sublease  
Water Department Perimeter Road  
version 3  
05 JUN 96

A 32.00 foot-wide strip of land being a part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana the centerline of which is described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,091.63 feet along the East Line of said Section 1 and along the West Line of Section 8, Township 37 North, Range 9 West to a point on a non-tangent curve concave to the northeast, said point being South 38 degrees 59 minutes 01 second West 1,637.02 feet from the radius point of said curve; thence southeasterly 62.23 feet along said curve to its point of tangency, said point of tangency being South 36 degrees 48 minutes 21 seconds West 1,637.02 feet from the radius point of said curve; thence South 53 degrees 11 minutes 39 seconds East 650.47 feet to the point of curvature of a curve to the left, said point of curvature being South 36 degrees 48 minutes 21 seconds West 2,864.78 feet from the radius point of said curve; thence southeasterly 84.09 feet along said curve to its point of tangency, said point of tangency being South 35 degrees 07 minutes 27 seconds West 2,864.78 feet from the radius point of said curve; thence South 54 degrees 52 minutes 33 seconds East 325.80 feet to the point of curvature of a curve to the left and to the POINT OF BEGINNING of this description, said point of curvature being South 35 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence southeasterly, easterly, northeasterly, northerly, and northwesterly 142.07 feet along said curve to its point of tangency, said point of tangency being North 67 degrees 07 minutes 27 seconds East 55.00 feet from the radius point of said curve; thence North 22 degrees 52 minutes 33 seconds West 53.74 feet to the point of curvature of a curve to the right, said point of curvature being South 67 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence northwesterly, northerly, and northeasterly 50.82 feet along said curve to its point of tangency, said point of tangency being North 53 degrees 53 minutes 40 seconds West 55.00 feet from the radius point of said curve; thence North 36 degrees 06 minutes 20 seconds East 270.31 feet to the point of curvature of a curve left, said point of curvature being South 53 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of said curve; thence northeasterly, northerly, and northwesterly 63.49 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 09 minutes 56 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 50 minutes 04 seconds West 117.95 feet to the point of curvature of a curve to the right, said point of curvature being South 35 degrees 09 minutes 56 seconds West 40.00 feet from the radius point of said curve; thence northwesterly, northerly, and northeasterly 60.84 feet along said curve to its point of tangency, said point of tangency being North 57 degrees 40 minutes 52 seconds West 40.00 feet from the radius point of said curve; thence North 32 degrees 19 minutes 06 seconds East 330.66 feet to the point of curvature of a curve to the left, said point of curvature being South 57 degrees 40 minutes 52 seconds East 40.00 feet from the radius point of said curve; thence northeasterly, northerly, and northwesterly 60.78 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 17 minutes 10 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 42 minutes 50 seconds West 227.88 feet to the TERMINUS of this centerline description. Containing 1.017 acres, more or less.

Excepting therefrom the property described on the following two (2) pages



CURVE #1  
Δ = 02°10'41"  
R = 1637.02'  
T = 31.12'  
L = 62.23'  
C = S52°06'19"E- 62.22'

CURVE #2  
Δ = 01°40'54"  
R = 2864.78'  
T = 42.05'  
L = 84.09'  
C = S54°02'06"E- 84.08'

CURVE #3  
Δ = 148°00'00"  
R = 53.00'  
T = 191.81'  
L = 142.07'  
C = N51°07'27"E-105.74'

CURVE #4  
Δ = 58°38'33"  
R = 55.00'  
T = 31.11'  
L = 56.82'  
C = N08°36'33"E-54.15'

CURVE #5  
Δ = 90°36'23"  
R = 40.00'  
T = 40.66'  
L = 63.49'  
C = N09°21'32"W-57.03'

CURVE #6  
Δ = 87°09'12"  
R = 40.00'  
T = 38.06'  
L = 60.84'  
C = N11°15'28"W-55.15'

CURVE #7  
Δ = 87°01'38"  
R = 40.00'  
T = 37.98'  
L = 60.78'  
C = N11°11'31"W-55.09'

AMER  
INDIANA  
(317) 347

EXHIBIT A, Page 10 of 14

TE: MAY 28, 1996

AWN BY: GJM

I NO. 84 - 290

SHEET NO.

1

of

3

# LAND DESCRIPTION

## Redevelopment Commission Sublease

### Water Department Perimeter Road

version 2

24 MAY 96

A 32.00 foot-wide strip of land being a part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana the centerline of which is described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,091.63 feet along the East Line of said Section 1 and along the West Line of Section 6, Township 37 North, Range 9 West to a point on a non-tangent curve concave to the northeast, said point being South 38 degrees 59 minutes 01 second West 1,637.02 feet from the radius point of said curve; thence southeasterly 62.23 feet along said curve to its point of tangency, said point of tangency being South 36 degrees 48 minutes 21 seconds West 1,637.02 feet from the radius point of said curve; thence South 53 degrees 11 minutes 39 seconds East 650.47 feet to the point of curvature of a curve to the left, said point of curvature being South 36 degrees 48 minutes 21 seconds West 2,864.79 feet from the radius point of said curve; thence southeasterly 84.09 feet along said curve to its point of tangency, said point of tangency being South 35 degrees 07 minutes 27 seconds West 2,864.79 feet from the radius point of said curve; thence South 54 degrees 52 minutes 33 seconds East 325.80 feet to the point of curvature of a curve to the left, said point of curvature being South 35 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence southeasterly, easterly, northeasterly, northerly, and northwesterly 142.07 feet along said curve to its point of tangency, said point of tangency being North 67 degrees 07 minutes 27 seconds East 55.00 feet from the radius point of said curve; thence North 22 degrees 52 minutes 33 seconds West 53.74 feet to the point of curvature of a curve to the right, said point of curvature being South 67 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence northwesterly, northerly, and northeasterly 56.62 feet along said curve to its point of tangency, said point of tangency being North 53 degrees 53 minutes 40 seconds West 55.00 feet from the radius point of said curve; thence North 36 degrees 06 minutes 20 seconds East 15.67 feet to the POINT OF BEGINNING of this centerline description; thence North 36 degrees 06 minutes 20 seconds East 254.64 feet to the point of curvature of a curve left, said point of curvature being South 53 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of said curve; thence northeasterly,

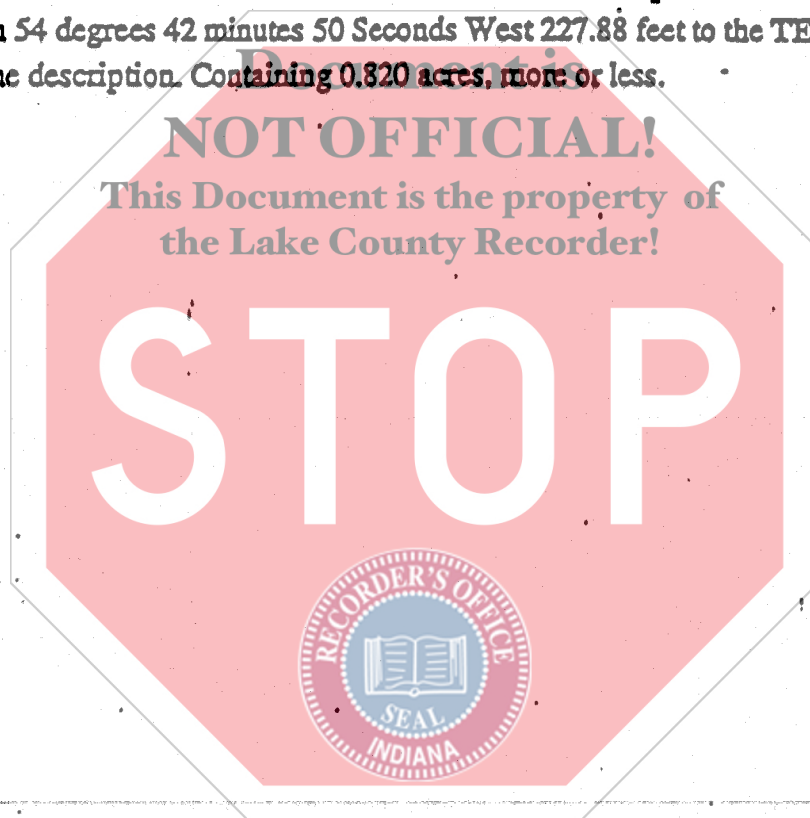
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northerly, and northwesterly 63.49 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 09 minutes 56 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 50 minutes 04 seconds West 117.95 feet to the point of curvature of a curve to the right, said point of curvature being South 35 degrees 09 minutes 56 seconds West 40.00 feet from the radius point of said curve; thence northwesterly, northerly, and northeasterly 60.84 feet along said curve to its point of tangency, said point of tangency being North 57 degrees 40 minutes 52 seconds West 40.00 feet from the radius point of said curve; thence North 32 degrees 19 minutes 08 seconds East 330.68 feet to the point of curvature of a curve to the left, said point of curvature being South 57 degrees 40 minutes 52 seconds East 40.00 feet from the radius point of said curve; thence northeasterly, northerly, and northwesterly 60.76 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 17 minutes 10 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 42 minutes 50 Seconds West 227.88 feet to the TERMINUS of this centerline description. Containing 0.820 acres, more or less.



## LAND DESCRIPTION

parking premises  
Hammond Water Works

version 2  
14 JUN 96

A part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,091.63 feet along the East Line of said Section 1 and along the West Line of Section 6, Township 37 North, Range 9 West to a point on a non-tangent curve concave to the northeast, said point being South 38 degrees 59 minutes 01 second West 1,637.02 feet from the radius point of said curve; thence southeasterly 62.23 feet along said curve to its point of tangency, said point of tangency being South 36 degrees 48 minutes 21 seconds West 1,637.02 feet from the radius point of said curve; thence South 53 degrees 11 minutes 39 seconds East 273.37 feet; thence North 35 degrees 17 minutes 19 seconds East 178.74 feet; thence South 54 degrees 42 minutes 50 seconds East 19.00 feet to the POINT OF BEGINNING of this description; thence South 54 degrees 42 minutes 50 seconds East 107.00 feet; thence South 35 degrees 17 minutes 10 seconds West 78.47 feet; thence North 54 degrees 42 minutes 50 seconds West 107.00 feet; thence North 35 degrees 17 minutes 10 seconds East 78.47 feet to the POINT OF BEGINNING containing 0.193 acres, more or less.



LAND DESCRIPTION  
 landscape/sign premises  
 Hammond Water Works  
 version 1  
 6 JUN 86

A part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,081.63 feet along the East Line of said Section 1 and along the West Line of Section 6, Township 37 North, Range 9 West to a point on a non-tangent curve concave to the northeast, said point being South 38 degrees 59 minutes 01 second West 1,637.02 feet from the radius point of said curve; thence southeasterly 62.23 feet along said curve to its point of tangency, said point of tangency being South 38 degrees 48 minutes 21 seconds West 1,637.02 feet from the radius point of said curve; thence South 53 degrees 11 minutes 39 seconds East 650.47 feet to the point of curvature of a curve to the left, said point of curvature being South 38 degrees 48 minutes 21 seconds West 2,864.79 feet from the radius point of said curve; thence southeasterly 84.08 feet along said curve to its point of tangency, said point of tangency being South 35 degrees 07 minutes 27 seconds West 2,864.79 feet from the radius point of said curve; thence South 54 degrees 52 minutes 33 seconds East 325.80 feet to the point of curvature of a curve to the left, said point of curvature being South 35 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence southeasterly, easterly, northeasterly, northerly, and northwesterly 142.07 feet along said curve to its point of tangency, said point of tangency being North 67 degrees 07 minutes 27 seconds East 55.00 feet from the radius point of said curve; thence North 22 degrees 52 minutes 33 seconds West 83.74 feet to the point of curvature of a curve to the right, said point of curvature being South 67 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence northwesterly, northerly, and northeasterly 36.82 feet along said curve to its point of tangency, said point of tangency being North 33 degrees 53 minutes 40 seconds West 55.00 feet from the radius point of said curve; thence North 36 degrees 06 minutes 29 seconds East 270.31 feet to the point of curvature of a curve left, said point of curvature being South 33 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of said curve; thence northwesterly, northerly, and northwesterly 63.49 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 09 minutes 56 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 50 minutes 04 seconds West 117.95 feet to the point of curvature of a curve to the right, said point of curvature being South 35 degrees 09 minutes 56 seconds West 40.00 feet from the radius point of said curve; thence northwesterly, northerly, and northeasterly 80.84 feet along said curve to its point of tangency, said point of tangency being North 57 degrees 40 minutes 52 seconds West 40.00 feet from the radius point of said curve; thence North 32 degrees 19 minutes 08 seconds East 330.68 feet to the point of curvature of a curve to the left, said point of curvature being South 57 degrees 40 minutes 52 seconds East 40.00 feet from the radius point of said curve; thence northwesterly, northerly, and northwesterly 80.76 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 17 minutes 10 seconds East 40.00 feet from the radius point of said curve; thence South 35 degrees 17 minutes 10 seconds West 18.00 along the radius line of said curve to the POINT OF BEGINNING of this description; thence South 35 degrees 17 minutes 10 seconds West 15.00 feet along the radius line of said curve; thence North 54 degrees 42 minutes 50 seconds West 227.88 feet; thence North 35 degrees 16 minutes 41 seconds East 15.00 feet; thence South 54 degrees 42 minutes 50 seconds East 227.88 feet to the POINT OF BEGINNING containing 0.078 acres, more or less.

CURVE #1  
 $\Delta = 02^{\circ}10'41''$   
 $R = 1637.02'$   
 $T = 31.12'$   
 $L = 62.23'$   
 $C = S52^{\circ}06'19''E - 62.22'$

CURVE #2  
 $\Delta = 01^{\circ}40'34''$   
 $R = 2864.79'$   
 $T = 42.05'$   
 $L = 84.09'$   
 $C = S54^{\circ}02'06''E - 84.06'$

CURVE #3  
 $\Delta = 148^{\circ}00'00''$   
 $R = 55.00'$   
 $T = 181.81'$   
 $L = 142.07'$   
 $C = N51^{\circ}07'27''E - 105.74'$

CURVE #4  
 $\Delta = 38^{\circ}38'53''$   
 $R = 55.00'$   
 $T = 31.11'$   
 $L = 56.82'$   
 $C = N06^{\circ}36'53''E - 54.15'$

CURVE #5  
 $\Delta = 90^{\circ}36'23''$   
 $R = 40.00'$   
 $T = 40.66'$   
 $L = 81.49'$   
 $C = N09^{\circ}21'52''W - 57.03'$

CURVE #6  
 $\Delta = 87^{\circ}09'12''$   
 $R = 40.00'$   
 $T = 38.06'$   
 $L = 60.84'$   
 $C = N11^{\circ}15'28''W - 55.15'$

CURVE #7  
 $\Delta = 57^{\circ}01'38''$   
 $R = 40.00'$   
 $T = 37.88'$   
 $L = 60.76'$   
 $C = N11^{\circ}11'31''W - 55.09'$

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