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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

**AMENDMENT TO EASEMENT AGREEMENT
AND GRANTS OF EASEMENTS**

OCT -5 PM 1:02

(Center Road/Buffington Harbor Drive)

HOLD FOR MERIDIAN TITLE CORP

MORRIS W. CARTER
RECORDER

THIS AMENDMENT TO EASEMENT AGREEMENT AND GRANTS OF EASEMENTS (this "Agreement") is made as of the 29th day of September, 2000 by **GARY NEW CENTURY, LLC**, a Delaware limited liability company with offices at Suite 2400, 400 Renaissance Center, Detroit, MI 48243 ("GNC"), **BUFFINGTON HARBOR RIVERBOATS, L.L.C.**, a Delaware limited liability company with offices at One Buffington Harbor, Gary, IN 46406 ("BHR"), **BUFFINGTON HARBOR PARKING ASSOCIATES, LLC**, a Delaware limited liability company with offices at One Buffington Harbor, Gary, IN 46406 ("BHPA"), and **REMARK LAND COMPANY**, an Indiana corporation with offices at Suite 2400, 400 Renaissance Center, Detroit, Michigan 48243 ("Remark").

The circumstances underlying the execution of this Agreement are as follows:

A. BHR is the owner of the property located in the City of Gary, Lake County, Indiana, that is more particularly described in attached Exhibit A (the "Original BHR Property"). BHR's predecessor-in-interest in respect of such property was Trump Indiana, Inc., an Indiana corporation ("Trump"), which purchased the Original BHR Property in 1995 from Lehigh Portland Cement Company ("Lehigh").

B. GNC recently acquired the property described in attached Exhibit B (the "Lehigh Property"). GNC intends to develop (or to cause others to develop) a mixed-use project (the "Project") on the Lehigh Property (and possibly adjacent property, including the Remark Property, as defined below) that may include parking, hotel, retail, entertainment and/or recreational uses.

C. In connection with GNC's acquisition of the Lehigh Property, Lehigh assigned to GNC its interest in certain rights to use, operate and maintain a pedestrian and vehicular passageway (the "Subway") running perpendicular to and beneath certain elevated railroad tracks and rights-of-way pursuant to the following instruments:

- (i) an Agreement dated June 27, 1922 by and between The New York Central Railroad Company and Universal Portland Cement Company ("Universal"), a corporate predecessor of Lehigh,
- (ii) an Agreement dated January 25, 1923 by and between Chicago, Lake Shore and Eastern Railway Company and Universal, and
- (iii) an Agreement dated July 1, 1922 by and between Baltimore, Ohio & Chicago Railroad Company and Universal.

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

OCT 5 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

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Collectively, such Agreements are referred to herein as the "Subway Agreements". In 1996 BHR acquired title to property that includes the property that is the subject of the Subway Agreement referred to in clause (ii) of this Recital.

D. The Subway is a segment of an existing private road (the "Center Road") extending from Cline Avenue (a public road) to the Lehigh Property and the BHR Property (as defined below). Specifically, the Subway provides a means of ingress and egress between Parcels 3 of the Original BHR Property and each of the Lehigh Property, Parcel 2 of the Original BHR Property, the BHPA Property (as defined below) and the Additional BHR Property (as defined below).

E. Pursuant to an Easement Agreement (the "Easement Agreement") dated as of June 30, 1995 and recorded with the Lake County Register of Deeds as Instrument No. 95038222, Trump granted to Lehigh an easement to use the Center Road (referred to in the Easement Agreement as the "Tunnel Road", now commonly referred to as "Buffington Harbor Drive," but referred to in this Agreement as the "Center Road"), and Trump undertook, among other things, to maintain the Subway in good order and repair in accordance with the terms of such Easement Agreement. Copies of the Subway Agreements are attached as Exhibits to the Easement Agreement.

F. Trump's rights and obligations under the Easement Agreement were assigned to and assumed by BHR in connection with BHR's acquisition of the Original BHR Property, and Lehigh's rights and obligations under the Easement Agreement were assigned to and assumed by GNC in connection with GNC's acquisition of the Lehigh Property.

G. Of even date, BHPA is acquiring from GNC the part of the Lehigh Property that is more particularly described in attached Exhibit C (the "BHPA Property"), and BHR is acquiring from BHPA the part of the BHPA Property that is more particularly described in attached Exhibit D (the "Additional BHR Property"). The Original BHR Property, together with the Additional BHR Property, is sometimes referred to herein as the "BHR Property".

H. The parties wish to confirm and amend certain rights and obligations under the Easement Agreement, including but not limited to: (i) the location of the property subject to the Easement Agreement, and (ii) the beneficiaries of such easement.

I. Remark is the owner of the property located in the City of Gary, Lake County, Indiana that is more particularly described in attached Exhibit E (the "Remark Property").

J. BHPA and Remark wish to acquire, and BHR is willing to grant, the easements described below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Confirmation of Easement/Access Rights.** BHR hereby confirms that the easement granted under the Easement Agreement includes the right to use the portions of Center Road that are described in attached **Exhibit F**. BHR acknowledges that such portions of Center Road provide continuous access (save for the Subway, as defined in the Easement Agreement, and save for the so-called Center Road At-Grade Crossing over certain tracks of the Elgin, Joliet & Eastern Railway Company) between Cline Avenue (a public road) and both Parcel 1 and Parcel 2 of the Lehigh Property (as each is more fully described in attached **Exhibit B**). To the extent the Easement Agreement did not grant the right to use such portions of the road, BHR hereby grants an easement over the property described in **Exhibit F** for all uses permitted under the Easement Agreement or as provided below.

2. **Confirmation of Beneficiaries/Permitted Uses; Easement Non-Exclusive.** BHR hereby acknowledges and confirms that:

(a) The beneficiaries of the easement granted in the Easement Agreement (as confirmed and amended in this Agreement) are GNC, subsequent owners or tenants of the Lehigh Property or the Project or any part thereof, and their respective members, tenants, mortgagees, employees, patrons, contractors, invitees, successors or assigns; and

(b) The permitted uses of such beneficiaries include: (i) the right of vehicular and pedestrian ingress to and egress from Cline Road and the Lehigh Property, and (ii) the right to maintain, repair or replace Center Road (and the Subway) in the event that BHR fails to do so in accordance with the terms of the Easement Agreement, as amended hereby.

GNC acknowledges that the aforementioned easement is non-exclusive, and that use of Center Road will be in common with similar use by BHR and its members (including Trump and The Majestic Star Casino, LLC ("Majestic"), BHPA and its members (including Trump and AMB Parking, LLC, and the tenants, mortgagees, employees, patrons, contractors, invitees and successors and assigns of each of the foregoing.

3. **Grant of Easements to BHPA.**

(a) BHR hereby grants to BHPA a perpetual non-exclusive easement to use the portions of Center Road that are described in attached Exhibit F for purposes of vehicular and pedestrian access to and from the BHPA Property and Cline Avenue by BHPA and its members and the tenants, mortgagees, employees, patrons, contractors, invitees and successors and assigns of each of the foregoing. BHPA's use under such easement will be in common with similar use by BHR, GNC and their respective

members and the tenants, mortgagees, employees, patrons, contractors, invitees and successors and assigns of each of the foregoing.

(b) If BHPA desires to adjust the point at which Center Road runs into the BHPA Property in order to accommodate the configuration of the extension of Center Road that BHPA intends to construct on the BHPA Property, BHPA shall have the right to so adjust such location; provided, no such relocation shall affect BHR, or any structures on the BHR Property, in a materially adverse manner.

4. **Maintenance of Center Road.** BHR hereby covenants and agrees, at its sole cost and expense, to do or cause each of the following to be done:

- (a) maintain, repair and replace Center Road in good and attractive condition;
- (b) keep Center Road free and clear of accumulated snow, ice, sand, leaves and debris, consistent with prudent practices of roads serving similar purposes;
- (c) comply with all maintenance obligations of Lehigh or its successors or assigns with respect to Center Road that are set forth in the Subway Licenses (as such term is defined in the Easement Agreement); and
- (d) maintain, operate, repair and replace streetlights or similar illumination alongside Center Road, consistent with prudent practices for streetlights or other illumination serving similar purposes.

Should BHR default in any of the foregoing obligations and such default is not cured within thirty (30) days notice (or if the default is of a nature that cannot be reasonably cured within thirty (30) days, and BHR fails to promptly commence such cure and thereafter diligently prosecutes such cure to completion), GNC or BHPA shall have the right (but not the obligation) to cure such default at the expense of BHR. BHR shall pay all costs incurred by GNC and/or BHPA in curing such default, together with interest thereon at the rate of ten (10%) percent per annum, within ten (10) days of demand therefor.

5. **Insurance.** BHR shall, at its sole cost and expense, maintain comprehensive general liability insurance in respect of Center Road in commercially reasonable amounts, which policy shall be issued by a company reasonably acceptable to GNC and BHPA and shall name GNC and BHPA and their mortgagees (and, if applicable, their successors and assigns) as additional insureds thereunder. Such policy shall not be subject to cancellation without at least thirty (30) days written notice to GNC and BHPA. BHR shall provide a certificate of insurance to GNC and BHPA upon request. Should BHR default in any of the foregoing obligations and such default continues for more than ten (10) days after written notice of such default has been provided to BHR, GNC and/or BHPA shall have the right (but not the obligation) to cure such default at the expense of BHR. BHR shall pay all costs incurred by GNC and/or BHPA in curing

such default, together with interest thereon at the rate of ten (10%) percent per annum, within ten (10) days of demand therefor.

6. Grant of Non-Exclusive Right to Use Subway.

(a) GNC hereby grants to BHR and BHPA the right to use the Subway, and the right to authorize their respective members and the employees, agents, patrons, customers, mortgagees, suppliers, successors and assigns of BHR and BHPA and their respective members to use the Subway, in each case pursuant to the Subway Agreements.

(b) Such rights to use the Subway shall be non-exclusive, and shall be in common with the right of GNC and GNC's designees (including without limitation persons owning or leasing the Lehigh Property or any part thereof, and their respective employees, agents, patrons, customers, suppliers, mortgagees, successors and assigns), to use the Subway pursuant to the Subway Agreements.

(c) Any use of the Subway pursuant to the foregoing grant to BHR and BHPA, including use by their respective members and the employees, agents, patrons, customers, mortgagees, suppliers, successors and assigns of BHR and BHPA and their respective members, shall be in compliance with, and shall otherwise be subject to, all of the terms, conditions and limitations set forth in the Subway Agreements.

7. Maintenance and Insurance of Subway.

(a) BHR shall, at its sole cost and expense, maintain, sweep, plow, repair and replace the Subway, in conjunction with its operation and maintenance of Center Road pursuant to the Center Road Easement Agreement, for the benefit of each of the parties to this Agreement.

(b) BHR shall maintain in effect insurance against fire and other casualty to the Subway. Such policy shall be issued by a company reasonably acceptable to GNC and BHPA and shall be in the full amount of the replacement value of the Subway.

(c) BHR shall maintain in effect comprehensive general liability insurance in respect of the Subway in a commercially reasonable amount, but in no event less than three million (\$3,000,000) dollars. Such policy shall be issued by a company reasonably acceptable to GNC and BHPA, and shall name GNC and BHPA, and their respective mortgagees, tenants, successors and assigns, as additional insureds thereunder. Such insurance shall not be subject to cancellation without thirty (30) days notice to GNC and BHPA. BHR shall provide a certificate of such insurance to GNC and BHPA upon request.

The foregoing obligations are in addition to, and not in derogation of, the obligations of BHR under the Center Road Easement Agreement, although the provisions of the two shall not be construed as requiring BHR to do the same thing twice merely by virtue of the fact that the obligation to do so is set forth in both instruments.

8. **Default in Maintenance or Insurance of Subway.** If BHR fails to maintain, sweep, plow, repair or replace the Subway, or to maintain the insurance coverages required above, and such failure continues for a period of thirty (30) days after written notice thereof (or ten [10] days notice as to a failure to maintain such insurance coverages), either GNC or BHPA may provide the applicable maintenance, or procure the applicable insurance coverage, and be entitled to reimbursement from BHR, upon demand, of all amounts spent or incurred in effecting such cure, together with interest thereon at the rate of ten (10%) percent per annum; provided, if the failure to maintain, plow, repair or replace the Subway is of a nature that it can not reasonably be remedied within thirty (30) days, the foregoing cure period shall be extended so long as BHR commences to remedy the failure promptly after receiving written notice thereof and diligently completes the remedy of the failure.

9. **Railroad Crossing Rights and Obligations.** Each of GNC, BHR and BHPA have certain rights to use the at-grade railroad crossing (the "Crossing") at which Center Road crosses certain railroad tracks owned by Elgin, Joliet & Eastern Railway Company ("EJ&E"). GNC's rights to use the Crossing derive from an Agreement dated as of September 14, 2000 between GNC and EJ&E (the "Crossing Agreement"). GNC acknowledges that BHR and BHPA are each buying and/or leasing a portion of the Project Site as that term is defined in the Crossing Agreement. GNC agrees that it will not amend the terms of the Crossing Agreement so as to eliminate or materially limit whatever rights BHR and BHPA acquired by virtue of being an owner and/or lessee of a part of the Project Site. The parties anticipate that for the foreseeable future, the great majority of traffic at the Crossing will be generated by BHR and its members. BHR shall, and its sole cost and expense:

- (a) pay the Use Fee and Delay Cost Fee established pursuant to the Crossing Agreement provided, if it is ultimately determined that BHR and BHPA are not entitled to use the Crossing under the terms of the Crossing Agreement, the obligation of BHR to pay the Use Fee and the Delay Cost Fee under the Crossing Agreement shall terminate; and
- (b) maintain the Crossing in good order and repair and in accordance with the standards and requirements set forth in the Swap Agreement; and
- (c) staff the Crossing with guards and otherwise operate the Crossing to the extent required under the Swap Agreement; and
- (d) at the request of GNC, cause GNC (and, to the extent required under the Crossing Agreement, EJ&E) to be added as additional insureds for any insurance

coverages maintained in respect of the Crossing, including any insurance coverages required to be maintained pursuant to the Swap Agreement.

Should BHR default in any of the foregoing obligations and such default continues for more than ten (10) days after written notice of such default has been provided to BHR (or if the default is of a nature that cannot be reasonably cured within ten (10) days, and BHR fails to promptly commence such cure and thereafter diligently prosecutes such cure to completion), GNC and/or BHPA shall have the right (but not the obligation) to cure such default at the expense of BHR. BHR shall pay all costs incurred by GNC and/or BHPA in curing such default, together with interest thereon at the rate of ten (10%) percent per annum, within ten (10) days of demand therefor. Furthermore, GNC shall be entitled to perform (or cause to be performed) maintenance or construction on the Crossing to the extent it is obligated to perform such maintenance or construction under the terms of the Crossing Agreement, although GNC shall not be entitled to reimbursement for any of such costs from BHR unless BHR was obligated (but failed after the expiration of all applicable notice and cure periods) to perform the applicable maintenance or construction.

10. **Grant of Easement to Remark.**

(a) Provided and only so long as no portion of the Remark Property is used for casino or other gaming or wagering purposes, BHR hereby grants to Remark the following easements:

(i) An easement to construct, maintain, repair and replace a new road (the "New Road") on the BHR Property within the area identified in attached Exhibit G. The easement shall include the right to connect New Road to Center Road, and to move or remove any curbs, berms or other similar improvements to effect such connection. The easement shall include the right to connect to the existing utilities underlying Center Road and to extend such utilities within the right of way of New Road. The easement also includes the right to enter upon property immediately adjacent to New Road to the extent reasonably necessary to complete the construction, maintenance, repair or replacement of New Road and the underlying utilities, provided, no activities on such adjacent property shall affect BHR, or any structures on the BHR Property, in a materially adverse manner;

(ii) An easement for Remark to use, and to allow its shareholders, employees, agents, tenants, lenders and successors, and their respective invitees, to use New Road and that portion of Center Road between Cline Avenue and New Road as an means of vehicular ingress to and egress from the Remark Property and Cline Avenue; and

(iii) The right to maintain reasonable traffic signs identifying the Remark Property and businesses or facilities located thereon, provided that the location and size of such signs shall be subject to BHR's approval, such approval not to be unreasonably withheld, and provided further that in no event shall the location or size of such signs unreasonably interfere or compete with signage of BHR and/or BHR members;

(b) New Road shall have a width of not more than thirty (30') feet (exclusive of any required drainage ditches). All work performed in connection with the construction, maintenance, repair or replacement of New Road shall be done at Remark's sole cost and expense, in a good and workmanlike fashion, to a standard consistent with the then existing improvements to Center Road, and in such a fashion as to not block or unreasonably interfere with traffic on Center Road. In order to facilitate the safety of the ingress to New Road for vehicular traffic on Center Road entering from Cline Avenue, Remark shall construct a deceleration lane from Center Road onto New Road within the area identified in attached Exhibit G. In addition, Remark may expand the existing curb cut at the entrance to New Road so as to facilitate the safety of vehicular traffic turning right onto Center Road as they exit the Remark Property. The precise manner in which New Road is constructed and connected to Center Road shall be subject to BHR's approval, such approval not to be unreasonably withheld or delayed;

(c) BHR shall have the right to connect to those utilities lying within the right of way of New Road in connection with any future development by BHR of the BHR Property lying northeast of Center Road and New Road, provided that any such utility connection does not impair the capacity of such utilities to service the Remark Property. In addition, in the event that the utilities underlying Center Road are dedicated for public use by BHR, BHR shall, at the request of Remark, join with Remark in the public dedication of the utilities within the right of way of New Road.

(d) Remark shall be solely responsible for all costs, expenses and liabilities associated with the construction, operation, maintenance, repair and replacement of New Road, including the connection to Center Road. Remark shall indemnify and hold harmless BHR and its members from and against any liability, obligation or expense, including reasonable attorneys fees, arising out of the construction, operation, maintenance, repair or replacement of New Road, including without limitation any liability arising out of mechanics liens asserted against the BHR Property for work associated with New Road;

(e) At all times during the construction, operation, maintenance, repair or replacement of New Road, Remark shall maintain in effect comprehensive liability insurance on New Road with an insurance company reasonably acceptable to BHR and having commercially reasonable limits, but in no event less than three million (\$3,000,000) dollars. BHR, its members and its mortgagees shall be named as additional

insureds on any such policy, and such policy shall not be subject to cancellation without thirty (30) days notice to BHR. Upon request, Remark shall provide BHR and its members with a certificate of insurance evidencing all of the foregoing;

(f) The easements granted herein are non-exclusive. Without limiting the generality of the foregoing, each of Center Road and New Road may be used by BHR, BHPA, GNC and their respective members and mortgagees and the agents, employees, tenants, members, patrons, invitees and designees of each of the foregoing, in each case for the purposes intended (although in no event shall any party have the right to park vehicles along Center Road or New Road in a manner that disrupts traffic). Remark acknowledges that Center Road and New Road are private roads and covenants and agrees to maintain New Road as a private road;

(g) At such time as New Road has been completed in accordance with the terms hereof, Remark will cause New Road and all related improvements to be surveyed by DLZ, Inc. or another surveyor reasonably acceptable to BHR. The parties shall specify the part of the BHR Property that will continue to be subject to the easement granted herein for New Road by executing and recording an appropriate instrument reflecting the legal description of New Road as established by such survey and releasing the balance of the BHR Property from this easement. Remark shall be responsible for the costs of such survey;

(h) Following the opening of New Road to traffic, Remark shall, at Remark's sole cost and expense, maintain New Road, including all improvements, lighting (if any) and landscaping associated therewith, in a reasonable and clean condition, consistent with the level of maintenance of Center Road;

(i) At such time as New Road is opened for traffic and continuing thereafter, BHR shall maintain in effect comprehensive liability insurance on Center Road with BHR's current insurance company or with another insurance company reasonably satisfactory to Remark and having commercially reasonable limits, but in no event less than three million (\$3,000,000) dollars. Remark and its shareholder shall be included as additional insureds on any such policy, and such policy shall not be subject to cancellation without thirty (30) days notice to Remark. Upon request, BHR shall provide Remark with a certificate of insurance evidencing all of the foregoing;

(j) Following the date on which the New Road is opened for traffic, BHR agrees to maintain that part of Center Road that lies between Cline Avenue and New Road in a reasonable and clean condition, consistent with past practice, so as to allow suitable access to and from the Remark Property and any improvements to be constructed thereon. Should BHR default in this obligation and such default is not cured within thirty (30) days notice (or if the default is of a nature that cannot be reasonably cured within thirty (30) days, and BHR fails to promptly commence such cure and thereafter diligently

prosecutes such cure to completion), Remark shall have the right (but not the obligation) to cure such default at the expense of BHR. BHR shall pay all costs incurred by Remark in curing such default, together with interest thereon at the rate of ten (10%) percent per annum, within ten (10) days of demand therefor; and

(k) Following the date on which the New Road is opened for traffic, Remark shall be responsible for an equitable percentage of the costs based upon usage of operating, maintaining, repairing and replacing that portion of Center Road that lies between Cline Avenue and New Road, including costs associated with plowing and sweeping the same. BHR may bill Remark not more frequently than monthly, and not less frequently than quarterly, for any such costs. Any statement for such costs shall specify the costs and the manner in which they have been allocated to the part of Center Road referred to above. BHR shall maintain reasonable books and records of such costs, and Remark shall be entitled to review the same.

(l) Majestic and Remark acknowledge and agree that (i) all decisions to be made by or on behalf of BHR pertaining to the easement granted to Remark hereby including, but not limited to, decisions relative to requests for BHR's approval and/or consent and/or the exercise of rights and/or remedies of BHR hereunder, may be made by Trump Indiana, inc. ("Trump") acting alone, (ii) no knowledge of Majestic relative to the easement for New Road granted to Remark shall be imputed to BHR, (iii) Majestic has no right or authority to make decisions or otherwise act on behalf of BHR with regard to any matters pertaining to the easement granted to Remark hereby, and (iv) in no event shall BHR have any obligation or liability to Majestic for any purported breach or violation of the easement granted to Remark hereby on account of the action or inaction of Majestic, or any purported amendment, termination or waiver of or under the easement granted to Remark hereby.

11. **Relocation.** BHR shall have the right to relocate Center Road and/or the Subway from time to time, subject to the following requirements and limitations:

(a) The relocated Center Road and/or Subway (the "Relocated Access") shall continue to provide each of the intended beneficiaries hereof with reasonable means of continuous vehicular and pedestrian access between such beneficiaries' respective properties and Cline Avenue. Unless an alternative means of permanent access of equal or better quality than that of Center Road and/or the Subway is otherwise available, such Relocated Access shall be of equal or better quality than that of the original Center Road and/or Subway;

(b) BHR shall be solely responsible for all costs of such relocation, including the costs of constructing commercially reasonable temporary roadway and/or subway improvements such that access is not interrupted; and

(c) BHR shall provide each of the beneficiaries hereof with a survey of the Relocated Access, as applicable, upon the completion thereof, whereupon each of the parties affected thereby shall execute and deliver an amendment hereto eliminating that portion of the road and/or subway no longer required and incorporating the revised location of such improvements, which amendment shall be placed of record.

12. **Further Assurances.** Each of BHR, BHPA and GNC covenants and agrees that any further rights (whether in the form of a property interest, permit, license, approval or otherwise) obtained by any party or any affiliate thereof in connection with the Subway shall be made available to each of BHR, BHPA and GNC on the same terms and conditions on which such party or its affiliate acquired same, to the end that the parties have the right to the same in pari passu. BHR, as the owner of property that is subject to the Subway Agreement referred to in clause (ii) of Recital C, acknowledges and agrees that such Subway Agreement remains in full force and effect, and grants to GNC and its members, and their respective employees, agents, patrons, customers, mortgagees, suppliers, successors and assigns (as to all or any part of the Lehigh Property) the right to use the Subway to the extent the Subway is located on the property that is the subject of such Subway Agreement.

13. **No Public Dedication.**

(a) Neither the execution and delivery of this Agreement nor the subsequent use and operation of the Subway, Center Road and/or New Road shall be deemed to make the Subway, Center Road and/or New Road a public road or constitute a dedication of the Subway, Center Road and/or New Road for public use.

(b) GNC shall have the right, from time to time, to close the Subway and BHR shall have the right, from time to time, to close Center Road, to all traffic as necessary in order to ensure the Subway's and Center Road's continued status as a private road; provided, that GNC and BHR, as applicable, shall execute such right only upon advance notice to GNC, BHR, BHPA and Remark, as applicable, and at times that are reasonably calculated to minimize any interference with the operations of such parties.

(c) The grant herein with respect to the Subway and the Subway Agreements shall be construed as granting only such rights as GNC may grant under each of the Subway Agreements consistent with the terms and conditions thereof.

14. **Modification of Easement Agreement.** Paragraphs 2, 4, 5, 6 and 8 of the Easement Agreement are hereby terminated and deleted in their entireties and shall be of no further force and effect. Except as set forth in this Agreement, the Easement Agreement shall otherwise remain in full force and effect.

15. **Notices.** Notices shall be deemed delivered the next business day after delivery to Federal Express or other nationally recognized overnight courier as follows:

(a) If intended for GNC, such notice is sent to the address set forth in the Preamble to this Agreement and to the attention of Don H. Barden, with a copy to Dykema Gossett PLLC, 400 Renaissance Center, Detroit, MI 48243-1668, Attn: Cameron H. Piggott, Esq.;

(b) If intended for BHR or BHPA, such notice is sent to the address set forth in the Preamble to this Agreement and to the attention of the General Manager, with copies to Graham, Curtin & Sheridan, P.C., 4 Headquarters Plaza, P.O. Box 1991, Morristown, NJ 07962-1991, Attn: Peter M. Laughlin, Esq. and Dykema Gossett PLLC, 400 Renaissance Center, Detroit, MI 48243-1668, Attn: Cameron H. Piggott, Esq.; and

(c) If intended for Remark, such notices sent to the address set forth in the Preamble to this Agreement and to the attention of Don H. Barden, with a copy to Dykema Gossett PLLC, 400 Renaissance Center, Detroit, Michigan 48243-1668, Attention Cameron H. Piggott, Esq.

16. **General.** This Document is the property of the Lake County Recorder!

(a) The terms and provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Indiana.

(b) The parties agree that the proper venue for any disputes arising from or related to this Agreement shall be Lake County, Indiana.

(c) This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no grantee hereunder shall have the right to assign any of their rights or obligations hereunder in part.

(d) This Agreement may be executed in duplicate counterparts all of which, taken together, shall constitute one and the same agreement.

(e) This Agreement may not be changed, modified or discharged except by a writing signed by each of the parties hereto.

(f) In the event of a conflict between the terms of the Easement Agreement and this Agreement, the terms of this Agreement shall govern.

(g) Each of the parties have had the opportunity to participate in the drafting and negotiation of this Agreement. The terms of this Agreement shall not be more strictly construed against one party than against other parties.

17. **Separability.** If any grant under or provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the grants and provisions of this Agreement and the application thereof to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first set forth above.

GARY NEW CENTURY, LLC
By Remark Land Company, Inc., Member

By: 
Don H. Barden, President

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

BUFFINGTON HARBOR RIVERBOATS, L.L.C.
By: Trump Indiana, Inc., Member
By: 
Robert M. Pickus
Its: Executive Vice President

By: The Majestic Star Casino, L.L.C., Member
By: Barden Development, Inc., Member

By: 
Don H. Barden, President

BUFFINGTON HARBOR PARKING ASSOCIATES, LLC
By: Trump Indiana, Inc., Member
By: 
Robert M. Pickus
Its: Executive Vice President



By: AMB Parking, LLC, Member

By: AMB Development, Inc., Member

By: Don H. Barden
Don H. Barden, President

REMARK LAND COMPANY, INC.

By: Don H. Barden
Don H. Barden, President

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

SS: This Document is the property of
the Lake County Recorder!

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of September, personally appeared Don H. Barden, President of Remark Land Company, an Indiana corporation, the sole member of Gary New Century, LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing instrument. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: _____
Resident of Oakland County

Signature: Chester L. Karolak
Notary Public



STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of September, personally appeared Don H. Barden, President of Remark Land Company, an Indiana corporation, who acknowledged the execution of the foregoing instrument. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: _____ Signature Cheyl L. Karolak
Resident of Oakland County _____, Notary Public
CHERYL L. KAROLAK
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Mar 10, 2004

STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of September, personally appeared Don H. Barden, President of Barden Development, Inc., an Indiana corporation, member of The Majestic Star Casino, L.L.C., an Indiana limited liability company, a member of Buffington Harbor Riverboats, L.L.C., a Delaware limited liability company, who acknowledged the execution of the foregoing instrument. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: _____ Signature Cheyl L. Karolak
Resident of Oakland County _____, Notary Public
CHERYL L. KAROLAK
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Mar 10, 2004

STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of September, personally appeared Robert M. Pickus, the Executive Vice President of Trump Indiana, Inc., a Delaware corporation, a member of Buffington Harbor Parking Associates, LLC, a Delaware limited liability company and also a member of Buffington Harbor Parking Associates, LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing instrument. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: _____ Signature *Ceryl L. Karolak*
Resident of Oakland County _____, Notary Public
CHERYL L. KAROLAK
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Mar 10, 2004

STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of September, personally appeared Don H. Barden, President of AMB Development, Inc., a Michigan corporation, member of AMB Parking, LLC, a Delaware limited liability company, member of Buffington Harbor Parking Associates, LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing instrument. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: _____ Signature *Ceryl L. Karolak*
Resident of Oakland County _____, Notary Public
CHERYL L. KAROLAK
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Mar 10, 2004

Drafted By and When Recorded Return To:

Cameron H. Piggott, Esq.
DYKEMA GOSSETT PLLC
400 Renaissance Center
Detroit, MI 48243-1668
(313) 568-6575

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EXHIBIT A
(Legal Description of BHR Property)

BHR PARCEL 1
DESCRIPTION

A parcel of land in Fractional Section Twenty-three (23), Township Thirty-seven North (T37N), Range Nine West (R9W) of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, more particularly described as follows:

Commencing at a capped iron rod at the Southwest corner of the Northwest Quarter of said Section 23; thence North 00°23'05" West (said bearing being relative to the Indiana State Plane Coordinate System West Zone SPCS83), 747.8 feet along the West line of said Section 23 to a brass plug found set in concrete at the intersection of said West line with the Northerly line of Baltimore Street, now vacated (said brass plug also being on the Southwesterly line of a parcel of land conveyed to Inland Steel Company as recorded in Lake County Deed Record 1331, Page 121), said brass plug being the POINT OF BEGINNING of this parcel;

- 1) thence South 47°11'44" East, 605.00 feet along the Southwesterly line of said parcel recorded in Lake County Deed Record 1331, Page 121 to a capped iron rod;
- 2) thence North 41°02'38" East, 125.53 feet along the Southeasterly line of said parcel recorded in Lake County Deed Record 1331, Page 121 to the shoreline of Lake Michigan;
- 3) thence South 42°15'35" East, 458.83 feet along the shoreline of Lake Michigan, (said shoreline being the Northeasterly boundary of parcels recorded in Lake County Deed Record 658, Page 271, Parcel V, and Deed Record 365, Page 567, Parcels 1 and 2);
- 4) thence South 42°52'12" East, 415.45 feet along the shoreline of Lake Michigan;
- 5) thence South 53°07'20" East, 506.52 feet along the shoreline of Lake Michigan;
- 6) thence South 49°07'24" East, 895.71 feet along the shoreline of Lake Michigan;
- 7) thence South 49°51'19" East, 368.24 feet along the shoreline of Lake Michigan;
- 8) thence South 55°54'36" East, 370.60 feet along the shoreline of Lake Michigan;
- 9) thence South 57°31'01" East, 383.77 feet along the shoreline of Lake Michigan;
- 10) thence South 53°36'25" East, 167.08 feet along the shoreline of Lake Michigan;
- 11) thence South 69°53'42" East, 106.46 feet along the shoreline of Lake Michigan;

- 12) thence North 45°08'11" East, 116.81 feet along the shoreline of Lake Michigan;
- 13) thence North 46°36'45" East, 32.53 feet along the shoreline of Lake Michigan;
- 14) thence North 87°14'21" East, 97.15 feet along the shoreline of Lake Michigan;
- 15) thence North 75°15'11" East, 67.04 feet along the shoreline of Lake Michigan;
- 16) thence North 38°49'54" East, 114.39 feet along the shoreline of Lake Michigan to a point on the Southerly line of a parcel of patented land recorded in Lake County Deed Record 392, Page 312;
- 17) thence North 36°57'12" East, 78.46 feet along the shoreline of Lake Michigan to a point on the Northerly line of said parcel of patented land;
- 18) thence South 72°29'56" East, 15.00 feet along the Northerly line of said parcel of patented land;
- 19) thence North 35°57'00" East, 62.00 feet along the Northwesterly line of said parcel of patented land to a point 100 feet Southwesterly (by right angle measurement) of the Northeasterly line of a parcel of patented land recorded in Lake County Deed Record 473, Page 29;
- 20) thence South 54°03'00" East, 300.00 feet along a line parallel with and 100 feet distant from the Northeasterly line of said parcel of patented land recorded in Lake County Deed Record 473, Page 29;
- 21) thence South 35°53'21" West, 626.90 feet to a capped iron rod on the Northeasterly right-of-way line of the Elgin, Joliet & Eastern Railway Company (formerly the Northeasterly right-of-way line of the Indiana Harbor Railroad Company) as recorded in Lake County Deed Record 117, Page 10;
- 22) thence North 54°06'39" West, 2971.64 feet along said Northeasterly right-of-way line to a capped iron rod at a point of tangent curve;
- 23) thence 1404.64 feet along an arc on said Northeasterly right-of-way line, said arc being convex to the Southwest, with a radius of 11309.20 feet, and subtended by a long chord which bears North 50°33'09" West, 1403.74 feet, to a capped iron rod;
- 24) thence North 46°59'40" West, 228.30 feet along said Northeasterly right-of-way line to a capped iron rod on the West line of said Section 23;

- 25) thence North 00°23'05" West, 207.98 feet along the West line of said Section 23 to the POINT OF BEGINNING, containing 18.00 acres, more or less.

**BHR PARCEL 2
DESCRIPTION**

A parcel of land in Fractional Section Twenty-three (23), and Section Twenty-six (26), Township Thirty-seven North (T37N), Range Nine West (R9W) of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said parcel consisting of lands conveyed to Universal Portland Cement Company as recorded in Lake County Deed Record 308, Page 22, including a part of the 33 acre parcel therein described, all of the First Parcel therein described, and a part of the Second Parcel therein described, more particularly described as follows:

Commencing at a capped iron rod at the Southwest corner of the Northwest Quarter of said Section 23; thence North 00°23'05" West (said bearing being relative to the Indiana State Plane Coordinate System West Zone SPCS83), 79.78 feet along the West line of said Section 23 to a capped iron rod at the Southwesterly corner of said First Parcel recorded in said Lake County Deed Record 308, Page 22, said corner being the POINT OF BEGINNING of this parcel;

- 1) thence North 00°23'05" West, 108.12 feet along the West line of said Section 23 to a capped iron rod at the Northwest corner of said First Parcel;
- 2) thence South 38°53'27" East, 883.40 feet along the Northeasterly line of said First Parcel to a capped iron rod;
- 3) thence South 47°00'19" East, 1539.00 feet along the Northeasterly line of said First Parcel to a capped iron rod on the Northwesterly line of said 33 acre parcel recorded in Lake County Deed Record 308, Page 22;
- 4) thence North 43°05'41" East, 292.90 feet along the Northwesterly line of said 33 acre parcel to a capped iron rod at the Northwesterly corner of said parcel;
- 5) thence South 54°06'39" East, 1585.97 feet along the Northeasterly line of said 33 acre parcel and the Northeasterly line of said Second Parcel recorded in Lake County Deed Record 308, Page 22, to a capped iron rod;
- 6) thence South 36°00'21" West, 185.08 feet;
- 7) thence South 30°46'03" West, 203.32 feet;
- 8) thence South 34°13'33" West, 186.02 feet;
- 9) thence South 36°30'36" West, 207.34 feet;

- 10) thence South 43°27'47" West, 102.53 feet to the Southwesterly line of said 33 acre parcel;
- 11) thence North 46°54'19" West, 1691.49 feet along the Southwesterly line of said 33 acre parcel to a capped iron rod at the Southwesterly corner of said parcel;
- 12) thence North 43°05'41" East, 7.87 feet along the Northwesterly line of said 33 acre parcel to a capped iron rod at the Southeasterly corner of said First Parcel as recorded in Lake County Deed Record 308, Page 22;
- 13) thence 565.04 feet along an arc on the Southwesterly line of said First Parcel, said arc being convex to the Southwest, with a radius of 17088.80 feet, and subtended by a long chord which bears North 41°13'47" West, 565.02 feet, to a capped iron rod;
- 14) thence North 40°16'57" West, 738.04 feet along the Southwesterly line of said First Parcel to a capped iron rod;
- 15) thence North 32°06'05" West, 1079.86 feet along the Southwesterly line of said First Parcel to the POINT OF BEGINNING, containing 41.82 acres, more or less.

**BHR PARCEL 3
DESCRIPTION**

A parcel of land in the Southwest Quarter (SW 1/4) of Fractional Section Twenty three (23) and the North Half (N ½) of Section Twenty-six (26), Township Thirty-seven North (T37N), Range Nine West (R9W) of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, more particularly described as follows:

Commencing at a brass plug found in the concrete pavement at the Southwest corner of said Section 23; thence North 00°23'05" West (said bearing being relative to the Indiana State Plane Coordinate System West Zone SPCS83), 1080.24 feet along the West line of said Section 23 to the intersection of said West line with the Northeasterly line of the 100 foot wide right-of-way (Formerly the Pittsburgh, Fort Wayne and Chicago Railroad) as recorded in Lake County Deed Book "S", Page 98; thence South 46°51'40" East, 1086.05 feet along said Northeasterly line to a capped iron rod on the Easterly right-of-way line of Indiana State Highway 912, said rod being the POINT OF BEGINNING of this parcel;

- 1) thence North 83°12'11" East, 77.72 feet along the Easterly right-of-way line of Indiana State Highway 912;
- 2) thence South 46°50'07" East, 200.00 feet along the Easterly right-of-way line of Indiana State Highway 912;

- 3) thence North $43^{\circ}09'53''$ East, 120.00 feet along the Easterly right-of-way line of Indiana State Highway 912;
- 4) thence North $46^{\circ}50'07''$ West, 200.00 feet along the Easterly right-of-way line of Indiana State Highway 912;
- 5) thence North $16^{\circ}35'59''$ East, 67.08 feet along the Easterly right-of-way line of Indiana State Highway 912;
- 6) thence North $05^{\circ}12'06''$ West, 60.21 feet along the Easterly right-of-way line of Indiana State Highway 912;
- 7) thence North $44^{\circ}13'24''$ West, 95.82 feet along the Easterly right-of-way line of Indiana State Highway 912;
- 8) thence North $62^{\circ}47'45''$ West, 369.06 feet along the Easterly right-of-way line of Indiana State Highway 912;
- 9) thence North $23^{\circ}33'52''$ West, 77.39 feet along the Easterly right-of-way line of Indiana State Highway 912;
- 10) thence South $73^{\circ}48'08''$ West, 45.00 feet along the Easterly right-of-way line of Indiana State Highway 912;
- 11) thence North $20^{\circ}35'48''$ West, 65.19 feet along the Easterly right-of-way line of Indiana State Highway 912;
- 12) thence North $08^{\circ}04'04''$ West, 35.36 feet along the Easterly right-of-way line of Indiana State Highway 912;
- 13) thence North $02^{\circ}09'42''$ West, 103.08 feet along the Easterly right-of-way line of Indiana State Highway 912;
- 14) thence North $10^{\circ}29'27''$ West, 150.82 feet along the Easterly right-of-way line of Indiana State Highway 912;
- 15) thence North $20^{\circ}33'10''$ West, 177.09 feet along the Easterly right-of-way line of Indiana State Highway 912 to a capped iron rod on the Southwesterly right-of-way line of the 100 foot wide CSX Railroad (formerly the B & O Railroad) as recorded in Lake County Deed Record 221, Page 4;
- 16) thence South $46^{\circ}50'30''$ East, 2506.60 feet along said Southwesterly right-of-way line to a capped iron rod at a point of tangent curve;

- 17) thence 894.80 feet along an arc on said Southwesterly right-of-way line, said arc being convex to the Southwest with a radius of 17238.80 feet, and subtended by a long chord which bears South 48°19'43" East, 894.70 feet, to a capped iron rod;
- 18) thence South 42°37'00" West, 488.01 feet along the Southeasterly line of a parcel conveyed to Universal Portland Cement Company as recorded in Lake County Deed Record 324, Page 559, and the Southeasterly line of a parcel conveyed to Universal Atlas Cement Company as recorded in Lake County Deed Record 658, Page 271, Parcel III, to a capped iron rod on the Northeasterly line of the 100 foot wide right-of-way (Formerly the Pittsburgh, Fort Wayne and Chicago Railroad) as recorded in Lake County Deed Book "S", Page 98;
- 19) thence North 46°51'40" West, 2396.48 feet along said Northeasterly line to the POINT OF BEGINNING, containing 29.30 acres, more or less.

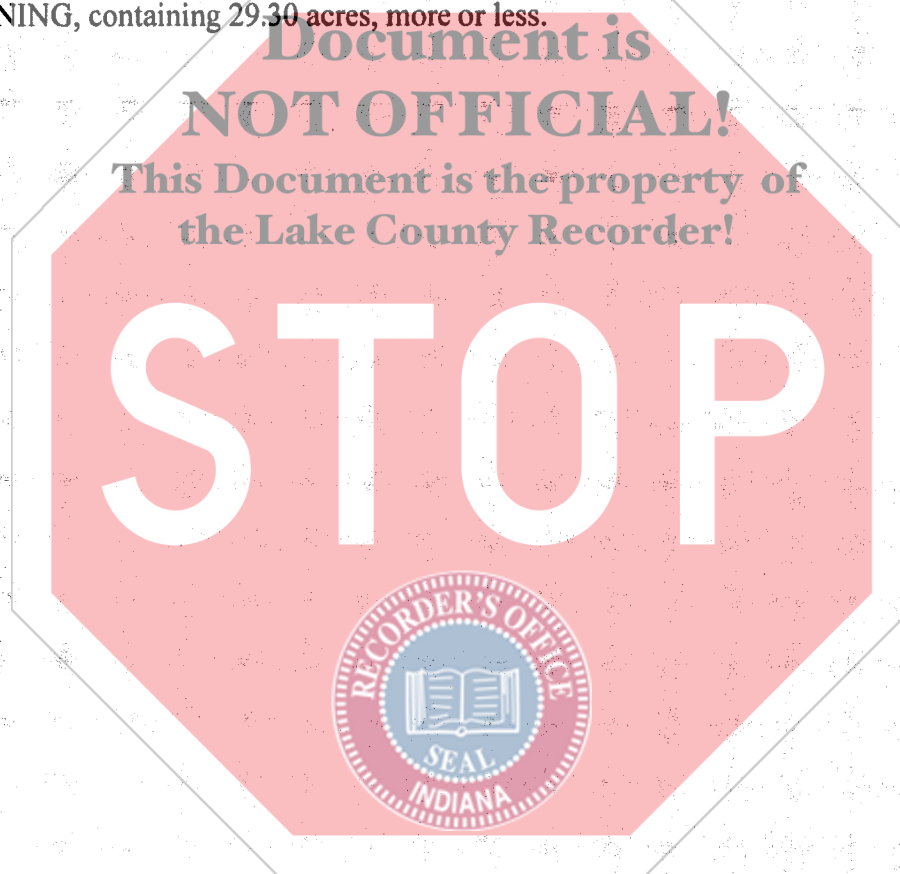


EXHIBIT B
(Legal Description of Lehigh Property)

DESCRIPTION
PARCEL 1

A parcel of land in the Southeast Quarter of Fractional Section 23, the Southwest Quarter of Fractional Section 24, the Northwest Quarter of Fractional Section 25, and the Northeast Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said parcel consisting of a part of those lands conveyed to Lehigh Portland Cement Company as recorded in Lake County Document 707259, said parcel being more particularly described as follows:

Commencing at a capped iron rod at the Southwest corner of the Northwest Quarter of said Section 23; thence North $00^{\circ}23'05''$ West (said bearing being relative to the Indiana State Plane Coordinate System West Zone, NAD83), 492.62 feet to the Northeasterly right-of-way line of the Elgin, Joliet & Eastern Railway Company (formerly the Indiana Harbor Railroad Company) as recorded in Lake County Deed Record 117, Page 10; thence South $46^{\circ}59'40''$ East, 228.30 feet along said Northeasterly right-of-way line; thence 1404.64 feet along an arc on said Northeasterly right-of-way line, said arc being convex to the Southwest, having radius of 11309.20 feet, and subtended by a long chord bearing South $50^{\circ}33'09''$ East, 1403.74 feet; thence South $54^{\circ}06'39''$ East, 2971.64 feet along said Northeasterly right-of-way line to the Southerly corner of Parcel 1 conveyed to Buffington Harbor Riverboats, L.L.C. as recorded in Lake County Document 95067683, said corner being the POINT OF BEGINNING of this description;

- 1) thence North $35^{\circ}53'21''$ East, 626.90 feet along the Southeasterly line of said Parcel 1;
- 2) thence North $54^{\circ}06'39''$ West, 289.37 feet along a Northeasterly line of said Parcel 1 to a Northwesterly line of a parcel of patented land recorded in Lake County Deed Record 392, Page 312;
- 3) thence North $35^{\circ}53'21''$ East, 127.20 feet along a Northwesterly line of said patented land to the Northwest corner of a parcel of patented land recorded in Lake County Deed Record 473, Page 29;
- 4) thence South $54^{\circ}06'39''$ East, 700.00 feet along the Northeasterly line of said patented land to the Easterly corner of said land;
- 5) thence North $55^{\circ}53'21''$ East, 1755.89 feet to the Northerly corner of patented land as recorded in Lake County Deed Record 392, Page 12;
- 6) thence South $34^{\circ}06'39''$ East, 105.25 feet along the Northeasterly line of said patented land to the Northeasterly line of parcel G-1 conveyed to Marblehead Lime Company as recorded in Lake County Document 91065414.
- 7) thence South $63^{\circ}50'37''$ West, 61.96 feet along the Northwesterly line of said parcel;
- 8) thence South $34^{\circ}08'14''$ East 1160.29 feet along a Southwesterly line of said parcel;
- 9) thence South $32^{\circ}44'01''$ West, 198.96 feet along a Westerly line of said parcel;
- 10) thence South $55^{\circ}34'16''$ West 402.27 feet along a Northwesterly line of said parcel;
- 11) thence South $34^{\circ}48'19''$ East 562.17 feet along a Southwesterly line of said parcel;

- 12) thence South 35°28'01" West, 106.16 feet along a Northwesterly line of said parcel;
- 13) thence South 69°27'32" East, 80.97 feet along a Southwesterly line of said parcel to the Northwesterly line of land conveyed to Northern Indiana Public Service Company as recorded in Lake County Deed Record 973, Page 505;
- 14) thence South 35°53'21" West, 984.02 feet along said Northwesterly line to the Northerly corner of parcel G-3 conveyed to Marblehead Lime Company as recorded in Lake County Document 91065414;
- 15) thence continuing South 35°53'21" West, 85.00 feet along the Northwesterly line of said parcel to the Northeasterly right-of-way line of the E.J.& E. Railway as recorded in Lake County Deed Record 117, Page 10;
- 16) thence North 54°06'39" West, 539.09 feet along said right-of way to the West line of said Section 25;
- 17) thence continuing North 54°06'39" West, 2117.34 feet along said right-of-way line to the POINT OF BEGINNING, containing 99.337 acres, more or less;

Excluding therefrom, a parcel of land described as Parcel G-2 in Lake County Document 91065414, said exclusion being more particularly described as follows:

Commencing at a rail monument at the Southwest corner of the Northwest Quarter of said Section 25; thence North 00°52'39" West along the West line of said Section 25, a distance of 1868.43 feet to the Northeasterly right-of-way of said Elgin, Joliet, and Eastern Railway Company; thence South 54°06'39" East along said Northeasterly right-of-way line, 539.09 feet; thence North 35°53'21" East, 85.00 feet; thence continuing North 35°53'21" East, 984.02 feet; thence North 69°27'32" West, 80.97 feet; thence North 29°45'28" East, 755.30 (755.22 feet measured); thence North 34°08'14" West, 974.99 feet (962.34 feet measured); thence South 55°51'46" West, 57.00 feet to the POINT OF BEGINNING;

- E1) thence South 55°47'24" West, 31.99 feet;
- E2) thence South 55°41'21" West, 137.64 feet;
- E3) thence North 62°05'20" West, 63.63 feet;
- E4) thence South 83°56'18" West, 213.78 feet;
- E5) thence North 73°24'52" West, 199.25 feet;
- E6) thence North 34°07'05" West, 268.74 feet (268.94 feet measured);
- E7) thence North 55°53'21" East, 514.90 feet (514.15 feet measured) parallel with and 47.00 feet distant from the Buffington Harbor dock wall;
- E8) thence South 34°08'14" East, 579.31 feet parallel with and 57.00 feet distant from a Southwesterly line of Parcel G-1 as recorded in Lake County Document 91065414, to the POINT OF BEGINNING, said exception containing 5.687 acres, more or less, for a total remaining acreage of 93.650 acres, more or less.

**DESCRIPTION
PARCEL 2**

A parcel of land in the Southeast Quarter of Fractional Section 23, the North Half of Section 26, and the West Half of Fractional Section 25, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, (said parcel consisting of a part of the Thirty-three Acre Parcel and a part of the Second Parcel as described in Lake County Deed Record 308, Page 22), being more particularly described as follows:

Commencing at a capped iron rod at the Southwest corner of the Northwest Quarter of said Section 23; thence North $00^{\circ}23'05''$ West (said bearing being relative to the Indiana State Plane Coordinate System West Zone, NAD83), 79.78 feet along the West line of said Section to the Southwesterly corner of Parcel 2 conveyed to Buffington Harbor River Boats, L.L.C. as described in Lake County Document 95067683; thence South $32^{\circ}06'05''$ East, 1079.86 feet along Southwesterly line of said Parcel 2; thence South $40^{\circ}16'57''$ East, 738.04 feet along said Southwesterly line; thence along said Southwesterly line 565.04 feet along a curve to the left having a radius of 17088.80 feet and subtended by a long chord bearing South $41^{\circ}13'47''$ East, 565.02 feet; thence South $43^{\circ}05'41''$ West 7.87 feet along a Northwesterly line of said Parcel 2 to a corner of said parcel, (said corner being the point of beginning of said Thirty-three Acre Parcel); thence South $46^{\circ}54'19''$ East 1691.49 feet along the Southwesterly line of said Parcel 2 to a corner of said parcel, said corner being the POINT OF BEGINNING of this description;

- 1) thence North $43^{\circ}27'47''$ East, 102.53 feet along the Southeasterly line of said Parcel 2;
- 2) thence North $36^{\circ}30'36''$ East, 207.34 feet along said Southeasterly line;
- 3) thence North $34^{\circ}13'33''$ East, 186.02 feet along said line;
- 4) thence North $30^{\circ}46'03''$ East, 203.32 feet along said line;
- 5) thence North $36^{\circ}00'21''$ East, 185.08 feet along said line to the Southwesterly line of the former Chicago Lake Shore & Eastern Railway Company as recorded in Lake County Deed Record 282, Page 248, Fourth Parcel;
- 6) thence South $54^{\circ}06'39''$ East, 2730.42 feet along said Southwesterly line to the East line of said Section 26;
- 7) thence South $00^{\circ}52'39''$ East, 31.21 feet along said Section line to the Southwesterly line of the Elgin, Joliet and Eastern Railway Company (formerly the Chicago Lake shore & Eastern Railway Company) as recorded in Lake County Deed Record 282, Page 248, Third Parcel;
- 8) thence South $54^{\circ}06'39''$ East, 1929.25 feet along said Southwesterly line to an iron rail at a corner of said Third Parcel;
- 9) thence South $00^{\circ}52'39''$ East, 398.64 feet along a Westerly line of said Third Parcel to an iron rail at a corner of said parcel;
- 10) thence North $60^{\circ}34'39''$ West, 1790.00 feet to an iron rail at a corner of said Third parcel on the East line of said Section 26;
- 11) thence South $00^{\circ}52'39''$ East, 489.61 feet along said Section line to the Northeasterly line of the Elgin, Joliet and Eastern Railway Company (formerly the Chicago Lakeshore & Eastern Railway Company) as recorded in Lake County Deed Record 282, Page 248, Second Parcel;

- 12) thence along the Northeasterly line of said Second Parcel 2692.61 feet along the arc of a curve to the right having a radius of 17108.80 feet and subtended by a long chord bearing North 54°54'09" West, 2689.83 feet to the Southeasterly corner of said Thirty-three Acre Parcel;
- 13) thence North 46°54'19" West, 740.26 feet along the Northeasterly line of said Second Parcel to the POINT OF BEGINNING, containing 87.860 acres, more or less.

DESCRIPTION
PARCEL 3

A parcel of land in the Southwest Quarter of Section 25, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said parcel having been conveyed from Gary Land Company to Universal Atlas Cement Company as recorded in Lake County Deed Record 658, Page 271, Parcel 1, said parcel being more particularly described as follows:

Commencing at an iron rail monument at the Northwest corner of the Southwest Quarter of said Section 25, thence South 00°52'39" East (Indiana State Plane NAD83 grid bearing) a distance of 634.21 feet to the southerly line of the right-of-way conveyed by Gary Land Company to Baltimore and Ohio Chicago Terminal Railroad Company (now CSX Railroad) as recorded in Lake County Deed Record Book 437, Page 298; thence South 88° 40'09" East along said southerly line a distance of 1254.10 feet to the southerly line of the 100 foot right-of-way conveyed by Gary Land Company to Baltimore and Ohio and Chicago Railroad Company (now CSX Railroad) as recorded in Lake County Deed Record Book 221, Page 4; thence South 64°25'16" East along said southerly line a distance of 296.23 feet to a point where said southerly line intersects the westerly line of the 150 foot right-of-way conveyed by Gary Land Company to Chicago, Lake Shore and Eastern Railway Company (now Elgin, Joliet and Eastern Railway Company) as recorded in Lake County Deed Record 179, Page 350, said point being the POINT OF BEGINNING of this description;

thence South 59°58'44" West along the westerly line of said 150 foot right-of-way a distance of 647.00 feet to the northerly line of the 100 foot right-of-way conveyed by George T. Cline to the Wabash Railroad Company as recorded in Lake County Deed Record Book 68, Pages 139 to 142;

thence North 43°34'57" West along said northerly line a distance of 4.89 feet to a point of tangent curve;

thence 845.11 feet along a curve to the left on said northerly line, said curve having a radius of 1977.00 feet and subtended by a long chord bearing North 55°49'43" West, a distance of 838.69 feet to a point on the southerly line of the right-of-way conveyed to Baltimore and Ohio Chicago Terminal Railroad (now CSX Railroad) as recorded in Lake County Deed Record Book 437, Page 298;

thence South 88°40'09" East along said southerly line a distance of 780 feet (801.34 feet measured) to the westerly corner of a triangular parcel containing 0.265 acres which was conveyed by Gary Land Company to Baltimore and Ohio and Chicago Railroad Company (now CSX Railroad) as recorded in Lake County Deed Record Book 221, Page 4;

thence South 73°50'00" East along the southerly line of said 0.265 acre parcel, a distance of 475.13 feet to the POINT OF BEGINNING, containing 6.173 acres, more or less.



EXHIBIT C
(Legal Description of BHPA Property)

PARCEL A DESCRIPTION

A parcel of land in the Southeast Quarter of Fractional Section 23, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, more particularly described as follows:

Beginning at the Southerly corner of Buffington Harbor Riverboats, L.L.C. Parcel 1 as recorded in Document No. 95067683 in the Office of the Recorder of said County;

1. thence North $35^{\circ}53'21''$ East along the southeasterly line of said Parcel 1, a distance of 626.90 feet to the easterly corner of said Parcel 1;
2. thence North $54^{\circ}06'39''$ West, a distance of 289.37 feet along the Northeasterly line of said Parcel 1 to a point on the Northwestern line of a parcel of patented land recorded in Lake County Deed Record 392, Page 312;
3. thence North $35^{\circ}53'21''$ East, a distance of 44.58 feet along the Northwestern line of said parcel;
4. thence South $54^{\circ}06'39''$ East a distance of 118.82 feet;
5. thence North $35^{\circ}53'21''$ East, a distance of 82.62 feet to the Northeasterly line of a parcel of patented land recorded in Lake County Deed Record 473, Page 29;
6. thence South $54^{\circ}06'39''$ East along said line a distance of 160.00 feet;
7. thence South $35^{\circ}53'21''$ West, a distance of 82.62 feet;
8. thence South $54^{\circ}06'39''$ East a distance of 410.65 feet;
9. thence South $35^{\circ}53'21''$ West, a distance of 551.21 feet to a point of non-tangent curve;
10. thence 79.52 feet along an arc convex to the Northwest, said curve having a radius of 94.22 feet, and subtended by a long chord which bears South $65^{\circ}28'30''$ West, a distance of 77.18 feet;
11. thence South $42^{\circ}41'33''$ West, a distance of 53.53 feet to the Northeasterly right-of-way line of the Elgin, Joliet, & Eastern Railway Company as recorded in Lake County Deed Record 117, Page 10;

12. thence North 54°06'39" West, a distance of 355.66 feet along said Northeasterly right-of-way line to the POINT OF BEGINNING, containing 6.678 acres, more or less.

PARCEL B DESCRIPTION

A parcel of land in the Southeast Quarter (SE 1/4) of Fractional Section Twenty-three (23) and the Northeast Quarter (NE 1/4) of Section Twenty-Six (26), Township Thirty-Seven North (T37N), Range Nine West (R9W) of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, more particularly described as follows:

Beginning at the Northeasterly corner of Buffington Harbor Riverboats, L.L.C. Parcel 2 as recorded in Document No. 95067683 in the Office of the Recorder of said County;

- 1) thence South 54°06'39" East along the Southeasterly line of said Parcel 4 of Exhibit A as recorded in Lake County Document No. 96052358 and along the Southwesterly line of the Fourth (4th) parcel as described in Lake County Deed Record 282, Page 248, a distance of 475.31 feet;
- 2) thence South 36°02'19" West, a distance of 440.01 feet;
- 3) thence North 49°38'51" West, a distance of 457.29 feet to the Southeasterly line of said Parcel 2;
- 4) thence North 34°13'33" East along said Southeasterly line, a distance of 16.84 feet;
- 5) thence North 30°46'03" East along said Southeasterly line, a distance of 203.32 feet;
- 6) thence North 36°00'21" East along said Southeasterly line, a distance of 185.08 feet to the POINT OF BEGINNING, containing 4.548 acres, more or less.

EXHIBIT D
(Legal Description of BHR Additional Property)

A parcel of land in the Southeast Quarter (SE ¼) of Fractional Section Twenty-Three (23), Township Thirty-seven North (T37N), Range Nine West (R9W) of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, more particularly described as follows:

Beginning at the Easterly corner of Buffington Harbor Riverboats, L.L.C. Parcel 1 as recorded in Document No. 95067683 in the Office of the Recorder of said County;

- 1) thence North 54°06'39" West along the Northeasterly line of said Parcel 1 a distance of 289.37 feet to a point on the Northwesterly line of a parcel of patented land recorded in Lake County Deed Record 392, Page 312;
- 2) thence North 35°53'21" East along the Northwesterly line of said parcel a distance of 44.58 feet;
- 3) thence South 54°06'39" East a distance of 118.82 feet;
- 4) thence North 35°53'21" East a distance of 82.62 feet to a point on the northeasterly line of a parcel of patented land recorded in Lake County Deed Record 473, Page 29;
- 5) thence South 54°06'39" East along said line a distance of 160.00 feet;
- 6) thence South 35°53'21" West a distance of 82.62 feet;
- 7) thence South 54°06'39" East a distance of 10.55 feet;
- 8) thence South 35°53'21" West a distance of 44.58 feet to the POINT OF BEGINNING, containing 0.60 acres, more or less.

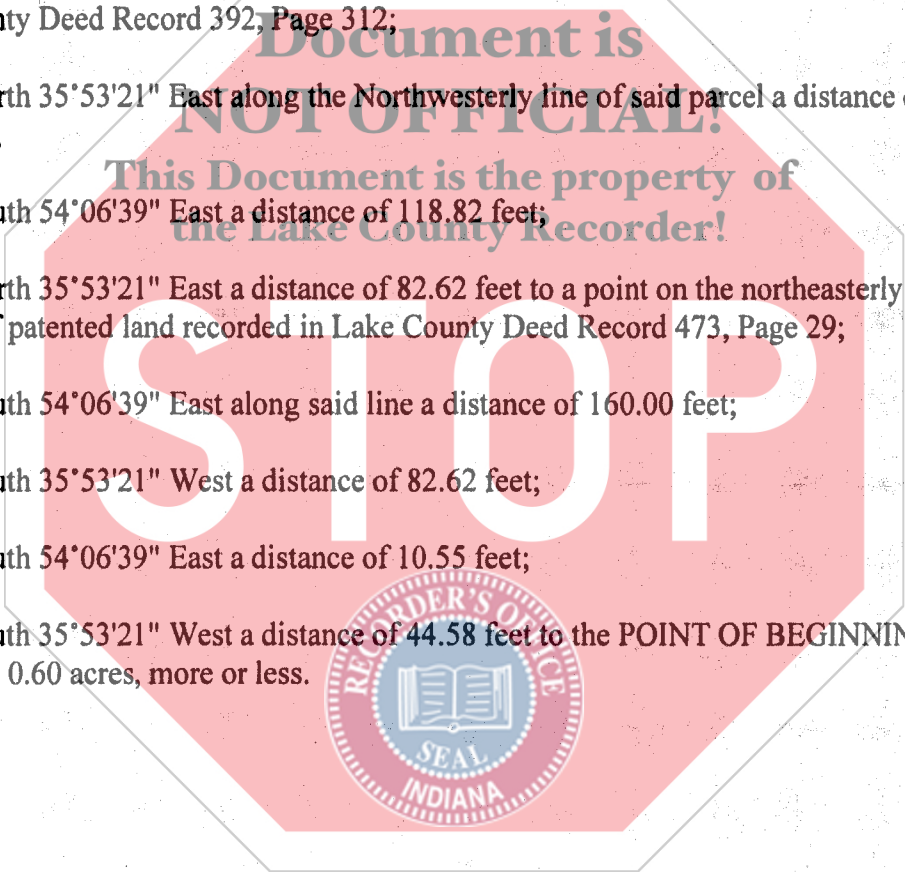


EXHIBIT E
(Legal Description of Remark Property)

A parcel of land in the West Half of Section 25 and in the East Half and Northwest Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, (said parcel consisting of Parcel II as described in Lake County Deed Record 658, Page 271, excluding therefrom that part described in Lake County Document 627324), more particularly described as follows:

Commencing at a brass plug found in the concrete pavement at the Northwest corner of said Section 26; thence North $00^{\circ}42'06''$ West (said bearing being relative to Lake County Document 627324), 1080.24 feet along the West line of Section 23, Township and Range aforesaid, to the Northeasterly line of the 100 foot right-of-way conveyed to the Pittsburgh, Fort Wayne and Chicago Railroad Company (now Conrail) as recorded in Lake County Deed Record "S", page 98; thence South $47^{\circ}10'41''$ East, 3482.53 feet along said Northeasterly line to the Southeast corner of Parcel 3 as conveyed to Trump Indiana Inc. in Lake County Document 95038220, said point being the POINT OF BEGINNING of this description;

- 1) thence South $47^{\circ}10'41''$ East, 2055.00 feet along said Northeasterly line to the East and West center line of said Section 26;
- 2) thence South $89^{\circ}49'05''$ East, 0.10 feet along said center line;
- 3) thence 1371.56 feet along an arc to the left having a radius of 1910.08 feet and subtended by a long chord bearing South $67^{\circ}59'15''$ East, 1342.28 feet (said two last described courses being boundary lines of a parcel of land conveyed to the Pittsburgh, Fort Wayne and Chicago Railroad Company (now Conrail) as recorded in Lake County Deed Record 150, page 22, First Parcel) to a point on the North line of the right-of-way of the South Chicago and Southern Railroad Company (now CSX) as recorded in Lake County Deed Record 437, page 298;
- 4) thence South $89^{\circ}00'28''$ East 1033.00 feet along said North line to the Southwesterly line of the 100 foot right-of-way conveyed to the Baltimore and Ohio and Chicago Railroad Company (now CSX) as recorded in Lake County Deed Record 221, page 4;
- 5) thence 4150.00 feet along an arc to the right on said Southwesterly line, said arc having a radius of 17338.80 feet and subtended by a long chord bearing North $56^{\circ}37'32''$ West, 4140.10 feet to the Northeast corner of the aforesaid Parcel 3;
- 6) thence South $42^{\circ}17'59''$ West, 486.30 feet along the Southeasterly line of said Parcel 3 to the POINT OF BEGINNING, containing 50.69 acres, more or less;

EXCLUDING therefrom the following part of the above described parcel, said part being

described in Lake County Document 627324; A part of the Northeast Quarter and the Southeast Quarter of Section 26, Township 37 North, Range 9 West, in the City of Gary, Lake County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 26 (marked by a steel rail); thence North $89^{\circ}19'06''$ West, 1341.35 feet along the South line of said Northeast Quarter Section to the Northeasterly line of the Pittsburgh, Fort Wayne and Chicago Railroad (now Conrail); thence along said Northeasterly line Northwesterly 14.87 feet along an arc to the right having a radius of 1910.08 feet and subtended by a long chord bearing North $47^{\circ}25'38''$ West (measured North $47^{\circ}26'20''$ West), 14.87 feet to the POINT OF BEGINNING of this exception;

- E1) thence North $47^{\circ}12'15''$ West (measured North $47^{\circ}10'41''$ West), 177.90 feet along said Northeasterly line;
- E2) thence Northwesterly 92.03 feet along an arc to the left having a radius of 722.49 feet and subtended by a long chord bearing North $15^{\circ}59'27''$ West, 91.96 feet;
- E3) thence North $20^{\circ}00'36''$ West 199.13 feet;
- E4) thence North $25^{\circ}21'52''$ West 558.54 feet;
- E5) thence North $25^{\circ}52'42''$ West 122.86 feet;
- E6) thence Northwesterly 525.77 feet along an arc to the left and having a radius of 2250.01 feet and subtended by a long chord bearing North $33^{\circ}36'31''$ West, 524.58 feet to the Southwesterly line of the right-of-way of the Baltimore and Ohio and Chicago Railroad Company (now CSX);
- E7) thence along said Southwesterly line 360.23 feet Southeasterly along an arc to the left having a radius of 17225.76 feet (measured 17338.80 feet) and subtended by a long chord bearing South $52^{\circ}03'29''$ East (measured South $51^{\circ}54'47''$ East), 360.22 feet;
- E8) thence Southeasterly 195.14 feet along an arc to the right having a radius of 2350.01 feet and subtended by a long chord bearing South $29^{\circ}17'36''$ East, 195.08 feet;
- E9) thence South $25^{\circ}53'03''$ East, 125.57 feet;
- E10) thence South $25^{\circ}21'52''$ East, 653.99 feet;
- E11) thence South $25^{\circ}49'35''$ East, 122.59 feet;
- E12) thence Southeasterly 508.82 feet (measured 509.88 feet) along an arc to the left having a

radius of 2488.64 feet and subtended by a long chord bearing South 32°37'00" East, 507.94 feet (measured South 32°37'44" East 508.99 feet) to the Northeasterly line of the right-of-way of the Pittsburgh, Fort Wayne and Chicago Railroad (now Conrail);

- E13) thence along said Northeasterly line 299.07 feet (measured 300.12 feet) along an arc to the right having a radius of 1910.08 feet and subtended by a long chord bearing North 51°41'23" West, 298.76 feet (measured North 51°29'02" West, 299.81 feet) to the POINT OF BEGINNING, containing 3.78 acres, more or less in this exception, for a net acreage of 46.91 acres, more or less.



EXHIBIT F
(Legal Description of Center Road)

Access Easement 1

A strip of land thirty feet wide, lying fifteen feet each side of a centerline located in the Southwest Quarter (SW 1/4) of Fractional Section Twenty-three (23) and the Northwest Quarter of Section Twenty-six (26), Township Thirty-seven North (T37N), Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said centerline being more particularly described as follows:

Commencing at a capped iron rod at the Easterly corner of Parcel 3 as described to Buffington Harbor Riverboats, L.L.C. and recorded in Document No. 95067683 in the Office of the Recorder of said County, thence 596.98 feet along the Northeasterly line of said Parcel, said line being an arc convex to the Southwest with a radius of 17238.80 feet, and subtended by a long chord which bears North 48°49'23" West, 596.95 feet to a point on the centerline of a paved roadway and the Point of Beginning of this description;

- 1) thence South 43°02'08" West, a distance of 235.24 feet;
- 2) thence 197.38 feet along an arc convex to Northwest, said curve having a radius of 120.00 feet, and subtended by long chord which bears South 87°26'49" West, a distance of 175.87 feet;
- 3) thence North 46°48'23" West, a distance of 1412.25 feet to a point on the Northwesterly line of said Parcel and the Point of Ending of this description, said strip containing 1.270 acres, more or less.

A strip of land thirty-six feet wide, lying eighteen feet each side of a centerline located in the Northwest Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said centerline being more particularly described as follows:

Commencing at the Southerly corner of Parcel 3 as described to Buffington Harbor Riverboats, L.L.C. and recorded in Document No. 96052358, Exhibit A in the Office of the Recorder of said County; thence North 47°52'48" West along the Southwesterly line of said parcel, a distance of 62.53 feet to a point on the centerline of a concrete roadway and the Point of Beginning of this description;

thence South 42°59'32" West along the centerline of a subway a distance of 232.15 feet to a point

on the Northeasterly line of Parcel 3 as described to Buffington Harbor Riverboats, L.L.C. and recorded in Document 95067683 in said Recorder's Office, said point being the Point of Ending of this description, said strip containing 0.192 acres, more or less.

Access Easement 2

A strip of land thirty feet wide, lying fifteen feet each side of a centerline located in the Southeast Quarter (SE 1/4) of Fractional Section Twenty-three (23) and the North Half (N 1/2) of Section Twenty-six (26), Township Thirty-seven North (T37N), Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said centerline being more particularly described as follows:

Commencing at the Southerly corner of Parcel 3 as described to Buffington Harbor Riverboats, L.L.C. and recorded in Document No. 96052358, Exhibit A in the Office of the Recorder of said County; thence North 47°52'48" West, along the Southwesterly line of said parcel, a distance of 62.53 feet to a point on the centerline of a concrete roadway and the Point of Beginning of this description;

- 1) thence North 42°59'32" East, a distance of 226.97 feet;
- 2) thence North 36°30'36" East, a distance of 148.76 feet;
- 3) thence North 29°03'20" East, a distance of 141.92 feet;
- 4) thence South 47°58'01" East, a distance of 28.05 feet to a point on the Southeasterly boundary of Parcel 2 as described to Buffington Harbor Riverboats, L.L.C. and recorded in Document No. 95067683 in said Recorder's Office, said point being the Point of Ending of this description, said strip containing 0.377 acres, more or less.

Access Easement 3

A strip of land thirty feet wide, lying fifteen feet each side of a centerline located in the Southeast Quarter (SE 1/4) of Fractional Section Twenty-three (23) and the North Half (N1/2) of Section Twenty-six (26), Township Thirty-seven North (T37N), Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said centerline being more particularly described as follows:

Commencing at the Southerly corner of Parcel 3 as described to Buffington Harbor Riverboats, L.L.C. and recorded in Document No. 96052358, Exhibit A in the Office of the Recorder of said County; thence North 47°52'48" West, along the Southwesterly line of said parcel, a distance of 62.53 feet to a point on the centerline of a concrete roadway and the Point of Beginning of this description;

- 1) thence North 42°59'32" East, a distance of 226.97 feet;

- 2) thence North 36°30'36" East, a distance of 148.76 feet;
- 3) thence North 29°03'20" East, a distance of 257.21 feet;
- 4) thence North 35°33'50" East, a distance of 411.93 feet to a point on the Northeasterly boundary of Parcel 4 of said document and the Point of Ending of this description, said strip containing 0.720 acres, more or less.

Access Easement 4

A strip of land thirty feet wide, lying fifteen feet each side of a centerline located in the Southeast Quarter (SE 1/4) of Fractional Section Twenty-three (23), Township Thirty-seven North (T37N), Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said centerline being more particularly described as follows:

Commencing at the Southerly corner of Parcel 1 as described to Buffington Harbor Riverboats, L.L.C., and recorded in Document No. 95067683 in the Office of the Recorder of said County; thence North 35°53'21" East, a distance of 60.97 along the Southeasterly boundary of said Parcel 1 to a point on the centerline of a paved roadway and the Point of Beginning of this description;

- 1) thence North 54°30'46" West, a distance of 335.56 feet;
- 2) thence 113.64 feet along an arc concave to Southeast, said curve having a radius of 65.79 feet, and subtended by long chord which bears South 82°00'46" West, a distance of 100.03 feet;
- 3) thence South 35°32'40" West, a distance of 17.42 feet to a point on the Southwesterly line of Parcel 1 as described to Buffington Harbor Riverboats and recorded in Document No. 96052358, Exhibit A in said Recorder's Office, said point being the Point of Ending of this description, containing 0.321 acres, more or less.

EXHIBIT G
(Depiction of Location of New Road)

See Drawing Attached hereto as Exhibit "G"



G-1

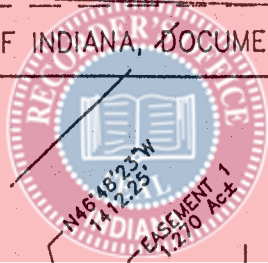
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BUFFINGTON HARBOR RIVERBOATS, L.L.C.
DOCUMENT 96052358, EXHIBIT A, PARCEL 3

STATE OF INDIANA, DOCUMENT 462935

BUFFINGTON HARBOR RIVERBOATS, L.L.C.
DOCUMENT 95067683, PARCEL 3



N29°03'20"E
141.92 (EASEM.)

N42°59'32"E
225.97

N36°30'33"
148.76
POINT OF BEGINNING
SUBWAY, EASEMENTS 2,
POINT OF COMMENCEMENT
SUBWAY, EASEMENTS 2, & 3

CONRA
E.J.&

CONRAIL

S42°59'32"W
232.15
POINT OF
BEGINNING
EASEMENT 1

S43°02'08"W
235.24
POINT OF COMMENCEMENT
EASEMENT 1

POINT OF ENDING
EASEMENT 1

Deceleration Lane

ARC LENGTH 197.78
RADIUS 120.00
CHORD 587.26 49"W
75.87

Area of right
turn off of Center
Road (from West)

Area of New Road

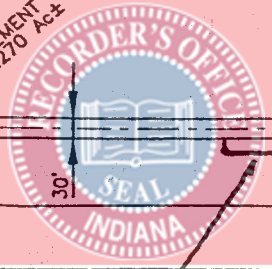
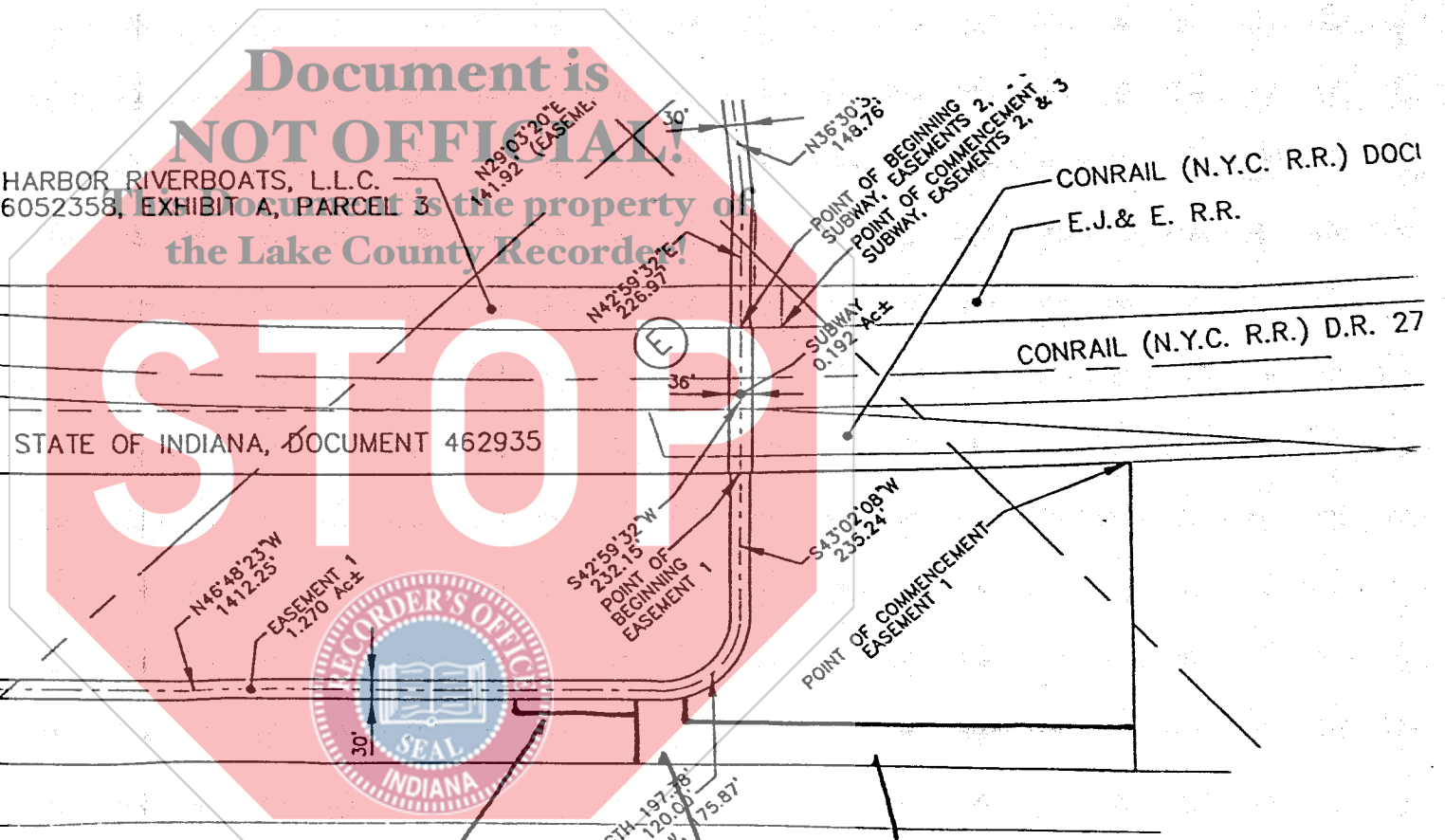
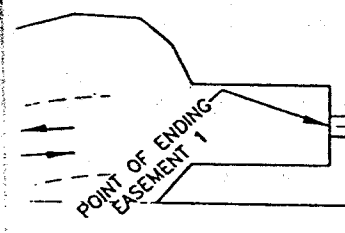
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BUFFINGTON HARBOR RIVERBOATS, L.L.C.
DOCUMENT 96052358, EXHIBIT A, PARCEL 3

STATE OF INDIANA, DOCUMENT 462935

BUFFINGTON HARBOR RIVERBOATS, L.L.C.
DOCUMENT 95067683, PARCEL 3



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