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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

AMENDMENT TO ACCESS AGREEMENT

2000 072826 AND GRANT OF EASEMENT
(Clark Road)

MORRIS W. CARTER

HOLD FOR MERIDIAN TITLE CORP

THIS AMENDMENT TO ACCESS AGREEMENT AND GRANT OF EASEMENT

(this "Amendment") 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") in favor of **BUFFINGTON HARBOR RIVERBOATS, L.L.C.**, a Delaware limited liability company with offices at One Buffington Harbor, Gary, IN 46406 ("BHR") and **BUFFINGTON HARBOR PARKING ASSOCIATES, L.L.C.**, a Delaware limited liability company with offices at One Buffington Harbor, Gary, IN 46406 ("BHPA").

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

A. GNC recently acquired from Lehigh Portland Cement Company ("Lehigh") the property located in the City of Gary, Lake County, Indiana that is more particularly described in attached **Exhibit A** (the "Lehigh Property"). GNC intends to develop (or to cause others to develop) on the Lehigh Property and possibly adjacent property, a mixed-use project (the "Project") that may include parking, hotel, retail, entertainment and/or recreational uses.

B. BHR owns the property that is more particularly described in attached **Exhibit B** (the "Original BHR Property").

C. Of even date BHPA is acquiring the part of the Lehigh Property that is described in attached **Exhibit C** (the "BHPA Property").

D. Of even date, BHR is acquiring the part of the Lehigh Property that is described on **Exhibit D** (the "Additional BHR Property," and together with the Original BHR Property, the "BHR Property")

E. There currently exists a private road (the "Road"), partially paved and partially unimproved, that extends from Clark Road, a public road, westerly across certain property owned by third parties and thence across the Lehigh Property to the BHR Property. GNC has acquired Lehigh's right to use the Road, to the extent it lies on the land of third parties, pursuant to a Declaration and Grant of Roadway Easement dated December 9, 1991 and recorded December 11, 1991 with the Lake County Register of Deeds as Instrument No. 91064457 (the "USX Easement") and a Declaration and Grant of Roadway Easement dated December 18, 1991 and recorded December 26, 1991 with the Lake County Register of Deeds as Instrument No. 91065413 (the "NIPSCO Easement"), which rights were assigned by Lehigh to GNC in connection with GNC's acquisition of the Lehigh Property.

F. DULY ENTERED FOR TAXATION SUBJECT TO BY AN ACCEPTANCE FOR TRANSFER ("Access Agreement") dated as of June 30, 1995 and recorded with the Lake County Register of Deed as Instrument No. 95038225, Lehigh granted to

OCT 5 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

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Trump an easement over the Lehigh Property to use the part of the Road located thereon (referred to in the Access Agreement and herein as the "Lehigh Easement"), and assigned to Trump an interest in the USX Easement and the NIPSCO Easement, all as a means of providing access between the BHR Property and Clark Road. Since such date BHR has acquired all of Trump's interests in the easements and other rights granted or conveyed to Trump in the Access Agreement.

G. The parties wish to amend the Access Agreement in the respects set forth herein.

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

1. **Grant of Easement to BHPA.**

(a) GNC hereby grants to BHPA an easement over the Lehigh Easement to use the Road, and to permit its contractors, agents and employees to use the Road, for: (i) construction traffic associated with the construction, repair, improvement, demolition, reconstruction and maintenance of improvements on the BHPA Property, and (ii) the delivery of supplies, materials and equipment to the BHPA Property; and

(b) GNC hereby authorizes BHPA to use the NIPSCO Easement and the USX Easement for the purposes permitted under subparagraph (a) above; provided, in no event shall BHPA or any party authorized by BHPA be entitled to use either the NIPSCO Easement or the USX Easement in a manner that contravenes the terms of such Easements or that is inconsistent with the rights of other parties (including GNC and its designees) to use such Easements.

(c) Notwithstanding anything herein to the contrary, if the Road is damaged by BHPA or BHPA's successors or assigns, by other than wear and tear from normal use of the above-referenced uses, BHPA shall promptly repair such damage. If BHPA fails to commence such repair within ten (10) days after written notice of such damage, or if it thereafter fails to complete such repair with reasonable diligence, GNC shall have the right to effect such repair, in which event BHPA shall promptly reimburse GNC for all related expenses of such repair upon receipt of a statement setting forth such expenses.

2. **Right to Relocate Lehigh, NIPSCO and USX Easements.** Notwithstanding anything herein to the contrary, BHR and BHPA agree that GNC may from time to time relocate all or any part of the Road (whether on the Lehigh Easement, the USX Easement and/or the NIPSCO Easement) to any other location, subject to the following requirements and limitations:

(a) The revised location of the Road (whether on the Lehigh Easement, the NIPSCO Easement and/or the USX Easement) shall provide reasonable ingress and

gress between the point at which the Road presently intersects the BHR Property and Clark Road;

(b) GNC shall be responsible for all the costs of relocating the Road, including the costs of constructing new or revised road improvements (including temporary road improvements such that access is not unnecessarily interrupted) that are sufficient to provide BHR with the access rights contemplated in the Access Agreement. Any such improvements shall be constructed so as to not terminate practical access between the BHR Property and Clark Road;

(c) In connection with any such relocation GNC shall provide BHR with a survey showing the new location of the Road (or applicable part thereof); and

(d) The new Road shall be equal to or greater in quality than that of the existing Road.

3. **Effect of Relocation; Confirmation of Location of Easement.** Upon relocation of the Road, the following shall apply:

(a) To the extent the part of the Road so relocated lies on the Lehigh Property, the part of the Lehigh Property from which the Road is moved shall be released from the Lehigh Easement, and the property to which the Road is located shall be subject to the Lehigh Easement;

(b) To the extent the part of the Road so relocated lies on the NIPSCO Easement or the USX Easement, the property from which the Road is moved shall be released from all rights under the Access Agreement, as amended hereby, and the property to which the Road is relocated shall be subject to the Access Agreement, as amended hereby; and

(c) Promptly after receipt of a written request by GNC, BHR and/or BHPA, all such parties shall execute an instrument in recordable form confirming the new location of the Lehigh Easement, the NIPSCO Easement and/or the USX Easement, as applicable, and releasing of record any property from which the Road is moved.

4. **Maintenance of the Road.** The parties anticipate that for the foreseeable future, the great majority of traffic on the Road will be generated by BHR and its members. Accordingly, until such time as buildings having an aggregate construction cost of ten million (\$10,000,000) dollars have been constructed on the Lehigh Property (exclusive of the BHPA Property), BHR shall, and its sole cost and expense, maintain the Road in its present condition and state of repair and otherwise comply with all maintenance obligations of Lehigh with respect to the Road set forth in the USX Easement and/or the NIPSCO Easement. 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. Once buildings having an aggregate construction cost of \$10,000,000 have been constructed on the Lehigh Property (exclusive of the BHPA Property), GNC shall maintain the Road and shall be entitled to reimbursement for an equitable portion of the costs of such maintenance expenses, which equitable portion shall be based upon the volume and intensity of usage by the respective parties, as determined by GNC in its reasonable discretion.

5. **Insurance.** BHR shall maintain in effect comprehensive liability insurance on the Road with an insurance company reasonably acceptable to GNC and BHPA and having commercially reasonable limits, but in no event less than three million (\$3,000,000) dollars. GNC and BHPA and their respective members 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 GNC and BHPA. Upon request, BHR shall provide GNC and BHPA with a certificate of insurance evidencing all of the foregoing. Should BHR default in any of the foregoing obligations, GNC and/or BHPA shall have the right (but not the obligation) following ten (10) days' written notice to BHR and BHR's failure to cure said default within said ten (10) day period, 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. **Non-Exclusive Easement.** The parties acknowledge that the rights and easement granted or conveyed in the Access Easement or pursuant to paragraph 3 of this Amendment are non-exclusive, and may be used by GNC and such other parties as may be designated by GNC, including tenants and owners of the Project and their respective tenants, mortgagees, employees, contractors, patrons, invitees, successors and assigns.

7. **No Public Dedication.** Neither the execution and delivery of the Access Agreement or this Amendment or the subsequent use and operation of the Road shall be deemed to make the Road a public road or constitute a dedication of the Road for public use.

8. **Modification of Access Agreement.** Paragraphs 2 and 3 of the Access Agreement are hereby terminated and deleted in their entireties and shall be of no further force or effect. Except as set forth in this Amendment, the Access Agreement remains in full force and effect. In the event of a conflict between the terms of the Access Agreement and this Amendment, the terms of this Amendment shall govern.

9. **Notices.** Notices shall be deemed delivered the day after delivery to Federal Express or other nationally recognized overnight courier if (a) 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, Attn: Cameron H. Piggott, Esq., (b) 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, Attn: Cameron H. Piggott, Esq.

10. **General.** The terms and provisions of this Amendment shall be governed and construed in accordance with the laws of the State of Indiana. The parties agree that the proper venue for any disputes arising from or related to this Amendment shall be Lake County, Indiana. This Amendment 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 neither grantee shall have the right to assign any of their rights or obligations hereunder in part. This Amendment may be executed in duplicate counterparts all of which, taken together, shall constitute one and the same agreement. This Amendment may not be changed, modified or discharged except by a writing signed by each of the parties hereto.

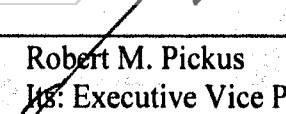
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the day and year first set forth above.

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

By: 
Don H. Barden, President

**BUFFINGTON HARBOR
RIVERBOATS, LLC**

By: Trump Indiana, Inc., Member

By: 
Robert M. Pickus
Its: Executive Vice President

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, 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

Cheryl L. Karolak

, Notary Public

Resident of Oakland County

Document is NOT OFFICIAL
CHERYL L. KAROLAK
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES MAY 10, 2004

STATE OF MICHIGAN) This Document is the property of
) the SS: Lake County Recorder!
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

Cheryl L. Karolak

, Notary Public

Resident of Oakland County

RECORDER'S SEAL
CHERYL L. KAROLAK
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES MAR 10, 2004

STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

29th Before me, the undersigned, a Notary Public in and for said County and State, this 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 *Cheryl L. Karolak* _____, Notary Public

Resident of Oakland County

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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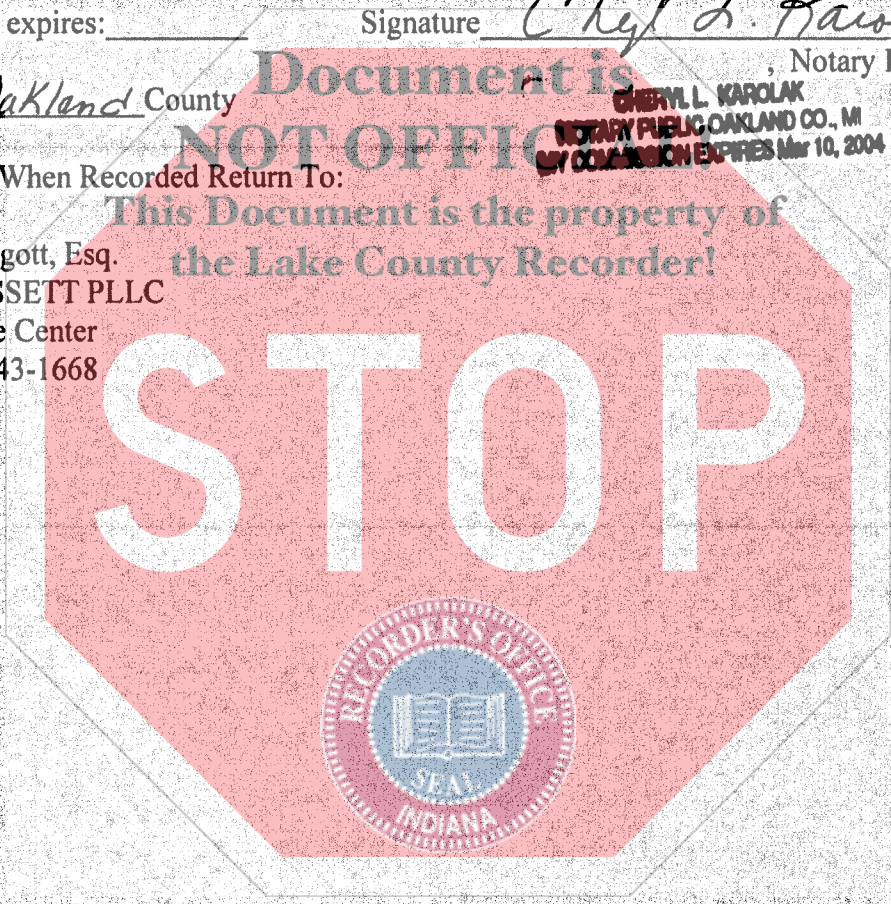


EXHIBIT A
(Legal Description of Lehigh Property)

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 is 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 B
(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 $00^{\circ}23'05''$ 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 $47^{\circ}11'44''$ 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 $41^{\circ}02'38''$ 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 $42^{\circ}15'35''$ 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 $42^{\circ}52'12''$ East, 415.45 feet along the shoreline of Lake Michigan;
- 5) thence South $53^{\circ}07'20''$ East, 506.52 feet along the shoreline of Lake Michigan;
- 6) thence South $49^{\circ}07'24''$ East, 895.71 feet along the shoreline of Lake Michigan;
- 7) thence South $49^{\circ}51'19''$ East, 368.24 feet along the shoreline of Lake Michigan;
- 8) thence South $55^{\circ}54'36''$ East, 370.60 feet along the shoreline of Lake Michigan;
- 9) thence South $57^{\circ}31'01''$ East, 383.77 feet along the shoreline of Lake Michigan;
- 10) thence South $53^{\circ}36'25''$ East, 167.08 feet along the shoreline of Lake Michigan;
- 11) thence South $69^{\circ}53'42''$ East, 106.46 feet along the shoreline of Lake Michigan;

- 12) thence North $45^{\circ}08'11''$ East, 116.81 feet along the shoreline of Lake Michigan;
- 13) thence North $46^{\circ}36'45''$ East, 32.53 feet along the shoreline of Lake Michigan;
- 14) thence North $87^{\circ}14'21''$ East, 97.15 feet along the shoreline of Lake Michigan;
- 15) thence North $75^{\circ}15'11''$ East, 67.04 feet along the shoreline of Lake Michigan;
- 16) thence North $38^{\circ}49'54''$ 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 $36^{\circ}57'12''$ 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 $72^{\circ}29'56''$ East, 15.00 feet along the Northerly line of said parcel of patented land;
- 19) thence North $35^{\circ}57'00''$ 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 $54^{\circ}03'00''$ 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 $35^{\circ}53'21''$ 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 $54^{\circ}06'39''$ 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 $50^{\circ}33'09''$ West, 1403.74 feet, to a capped iron rod;
- 24) thence North $46^{\circ}59'40''$ 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 $00^{\circ}23'05''$ 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 1/2) 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°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.

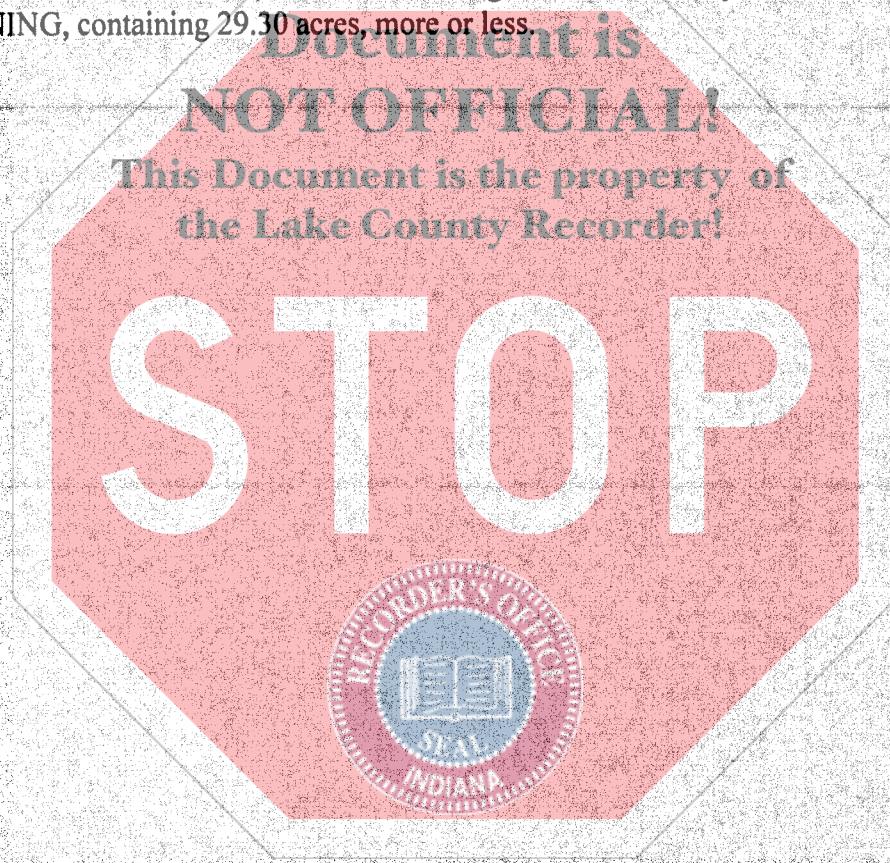


EXHIBIT C
(Legal Description of BHPA Property)

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 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, a distance of 44.58 feet along the Northwesterly 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 $54^{\circ}06'39''$ 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 $54^{\circ}06'39''$ 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 $36^{\circ}02'19''$ West, a distance of 440.01 feet;
- 3) thence North $49^{\circ}38'51''$ West, a distance of 457.29 feet to the Southeasterly line of said Parcel 2;
- 4) thence North $34^{\circ}13'33''$ East along said Southeasterly line, a distance of 16.84 feet;
- 5) thence North $30^{\circ}46'03''$ East along said Southeasterly line, a distance of 203.32 feet;
- 6) thence North $36^{\circ}00'21''$ 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.