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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 072288 PAVILION BASEMENT AGREEMENT

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HOLD FOR MERIDIAN TITLE CORP

This Pavilion Easement Agreement (the "Agreement") is made as of the 29th day of September, 2000 by and between **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"), and **BUFFINGTON HARBOR PARKING ASSOCIATES, LLC**, 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 owns 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 GNC 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"). BHR's predecessor in title, Trump Indiana, Inc. ("Trump") acquired the BHR Property in 1995.

C. Of even date GNC is selling to BHPA the part of the GNC Property that is more particularly described in attached **Exhibit C** (the "BHPA Property"). GNC is reserving and granting the rights described below as part of such sale.

D. BHPA intends to use the majority of the BHPA Property as the site for a parking structure.

E. The Lehigh Property, less the BHPA Property, is sometimes referred to herein as the "GNC Property". The legal description of the GNC Property is attached as **Exhibit A-1**.

E. Also of even date BHPA is selling to BHR the part of the BHPA Property that is more particularly described in attached **Exhibit D** (the "Additional BHR Property"). The part of the BHPA Property that is being retained by BHPA is referred to herein as the "Parking Structure Property". The Original BHR Property and the Additional BHR Property, collectively, are referred to herein as the "BHR Property".

F. BHR has constructed a pavilion, a mooring barge and related improvements (collectively, the "Pavilion") on the BHR Property. The Pavilion provides access to the river boat gaming vessels of Trump Indiana, Inc. ("Trump") and The Majestic Star Casino, LLC ("Majestic"). Trump and Majestic are the members of BHPA and Majestic are affiliates of BHPA; and Majestic is an affiliate of GNC.

OCT 5 2000

PETER BENJAMIN  
LAKE COUNTY AUDITOR

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**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 Attach, Construct and Maintain Pedestrian Connection.

BHR and BHPA hereby grant to GNC an easement over the BHR Property and the BHPA Property to attach, construct, operate, maintain, repair and replace an escalator, walkway or similar structure (the "Connection") from the GNC Property (or an atrium or other structure thereon) to the second floor ramp serving the Parking Structure (the "Ramp") and the Pavilion. Such easement is on the following terms and conditions:

(a) If installed, the Connection will be constructed in a mutually approved location (such approval not to be unreasonably withheld) that: (i) does not unreasonably affect the functionality of the Pavilion or the Parking Structure, and (ii) does not access to the Ramp or the Pavilion at a point that is within a restaurant, lounge or other facility operated exclusively by Majestic, or immediately adjacent to the entrances for the Trump river boat gaming vessel or the Majestic river boat gaming vessel. BHR and BHPA acknowledge that the location depicted on attached **Exhibit E** is acceptable, provided that there is a solid wall extending at least twenty (20') feet from the Pavilion along the north side of the Connection;

(b) The Connection does not have a material adverse effect on the structural integrity of the Pavilion, the Ramp or the Parking Structure;

(c) The Connection may include stairs as well as a set of escalators, together with associated structural and architectural improvements and associated machinery and equipment; and

(d) The parties acknowledge that the Parking Structure is intended to serve the gaming and related operations of BHR and its members. If the Connection is constructed, BHR shall enforce reasonable rules and regulations (including "booting" after notice) to discourage persons not gaming at the gaming vessels of either Trump or Majestic from parking in the Parking Structure.

The Connection may be closed to the public by GNC at such hours as GNC determines to be appropriate.

2. Grant of Easement to Enter Ramp and Pavilion. BHR and BHPA hereby grant to GNC a non-exclusive easement over the BHR Property and the BHPA Property for GNC and (to the extent approved by GNC) GNC's patrons, employees, agents and invitees to enter the Pavilion by way of the Connection and the Ramp and use the Pavilion in common with patrons of BHR, BHPA, Trump or Majestic, including as a means of pedestrian ingress to and egress

from the mooring barge serving the gaming vessels of Trump and Majestic, but subject to the right of BHR to impose uniform rules and regulations that apply to all patrons using the Pavilion (e.g., hours of operation).

3. Failure to Construct Parking Structure. If BHPA does not start construction of the Parking Structure within six (6) months of the date hereof, or if BHPA fails to complete construction of the Parking Structure within twenty four (24) months of the date hereof, the easement granted in paragraph 1 above shall be deemed to provide GNC with the right to attach, construct, operate, maintain, repair and replace the Connection directly to the Pavilion. The location of the point at which the Connection will enter the Pavilion shall be determined in accordance with the parameters set forth in paragraph 1 above.

4. Grant of Easement to Enter Pavilion at Ground Level. BHR hereby grants to GNC a non-exclusive easement over the BHR Property for GNC and (to the extent approved by GNC) patrons, employees, agents and invitees of GNC or the City to enter the Pavilion (and the property associated with the Pavilion that is described in attached **Exhibit F**) at either the ground level or the second floor as a means of ingress to and egress from the part of the GNC Property that lies to the east and west of the Pavilion, including the west wall of the Harbor, but subject to the right of BHR to direct pedestrian traffic through specified corridors or other passageways to ensure the safety of the persons using the same and to meet the security requirements of BHR or its members. To the extent necessary for the reasonable enjoyment of this easement by GNC and other permitted users, GNC (or the City, at GNC's direction) shall have the right to reconfigure the entrances at the ground level or the second floor of the Pavilion to permit pedestrian traffic through the Pavilion.

5. Grant of Easement to Cross BHR Property to Maintain West Wall. BHR hereby grants to GNC a non-exclusive easement over the portion of the BHR Property described in attached **Exhibit G** for access by GNC and its designees (who may include the City and its employees and contractors) via motor vehicles (including trucks and other construction equipment) or pedestrian travel for the limited purposes of repairing, improving, maintaining, rebuilding, relocating or replacing the walls, docks and associated improvements of Buffington Harbor (the "Harbor"), provided, the rights under such easement shall be exercised so as to not unreasonably interfere with BHR operations. Such rights shall include a right of access to and from the area in attached **Exhibit G**.

6. Grant of Easement for Pumps, Lines and Related Facilities. GNC hereby grants a non-exclusive easement for BHR to maintain, operate, repair and replace any pumps, fuel lines or related apparatus that are currently located on the property described in attached **Exhibit H-1** or **Exhibit H-2** (the same being immediately adjacent to the Pavilion Property on the east and west). GNC shall have the right to relocate any of such facilities at GNC's sole cost and expense. Such relocation may be to BHR's Property (provided that the facilities, as so relocated, do not unreasonably interfere with any structures or other facilities on the BHR Property), or on other property of GNC. BHR shall indemnify and hold harmless GNC and its members, from and

against any liability, obligation of expense arising out of or relating to such facilities, including claims for violations of environmental laws or for personal injury or property damage.

7 Obligation to Maintain Navigational Aids. The parties acknowledge that there are at least two navigational aids that are currently located on the Parking Structure Property. BHPA hereby agrees to relocate, operate and maintain these navigational aids on the BHPA Property to the extent required so as to comply with (i) any applicable requirements of the United States Coast Guard or other governmental authorities having jurisdiction there over, whether by permit, statute, regulation or otherwise, and (ii) any contractual obligation to maintain the navigational aids that is set forth in any of the Permitted Exceptions.

8. General Terms Applicable to Easements.

(a) The easements granted in paragraphs 1, 3 and 5 above include the right to perform necessary construction activities, directly on (or, if necessary, immediately adjacent to) the applicable easement area. Such construction work shall include demolition of the wall of the Pavilion at the point at which the Connection is to be attached to the Pavilion under the circumstances set forth in paragraph 3 above.

(b) To the extent practical, the parties shall cooperate with one another to coordinate the design and construction of the Ramp and the Parking Structure with the design and construction of the Connection.

(c) All construction activity to be performed pursuant to this Agreement shall be performed in accordance with applicable laws, and shall be performed so as to reasonably minimize disruption to BHPA, BHR and BHR's members.

(d) GNC shall indemnify and hold harmless BHR or BHPA, as applicable, and their respective members, from and against any liability, obligation of expense arising out of or relating to construction activities conducted by or on behalf of GNC relative to the Connection, including claims for construction liens and for personal injury, but excluding claims based on the negligence or wrongful conduct of BHR, BHPA or their respective members, employees or agents.

(e) Upon completion of the Connection GNC shall cause, at its sole expense, the part of the Connection that is located on the BHPA Property or the BHR Property to be surveyed. Upon the request of either party following such survey, the parties shall execute an amendment to this Agreement confirming the legal description of the Connection.

(f) The escalator may be placed in the atrium which will house the same in a location that avoids the standby generator currently located beneath the Connection.

Alternatively, GNC shall have the right to relocate such generator to another location on the BHR Property.

9. Change in Circumstances; Reconfiguration of Entrances. The parties acknowledge that: (i) their approval of the location for the Connection as described in Exhibit E is predicated in part on the fact that the Connection will enter the Pavilion at a point that does not make it significantly more convenient for a patron to reach the entrance to the gaming vessel of one member than the other member of BHR; (ii) Majestic may have the ability to move its gaming vessel so that the entrance is no longer on the mooring barge within the Pavilion; and (iii) there is a possibility that the laws of the State of Indiana may change to permit so-called "dockside" gaming, which would give both Trump and Majestic the ability to maintain their gaming operations in a gaming barge that could be accessed from points other than the mooring barge within the Pavilion. If Majestic moves the entrance to its gaming vessel from the mooring barge within the Pavilion under either of the circumstances referred to in clauses (ii) or (iii) above, the following provisions shall apply:

(a) GNC shall reconfigure the corridors and entrances of any atrium or similar structure in which the Connection is contained so that the distance between (i) the point at which patrons leaving the Parking Structure have to make an election as to whether to go to the Pavilion or go to the atrium through the Connection (such point being referred to herein as the "Decision Point"), and (ii) the entrance to the gaming vessel or gaming barge of Majestic, is no less (as measured by corridor length or "walking distance", and not by absolute straight line distance) than the distance between the Decision Point and the entrance to Trump's gaming vessel. If Trump has the right to maintain a gaming barge, then (whether or not Trump actually maintains a gaming barge), such distance shall be reduced to the distance between the Decision Point and the closest point thereto at which Trump could install an entrance to its gaming barge.

(b) At the Decision Point Trump and Majestic shall be entitled to maintain signage of equal prominence (Trump on the left side and Majestic on the right side) that promotes their respective gaming operations or other facilities. No such signage shall disparage the other member of BHR.

(c) GNC agrees that if the circumstances referred to in clause (iii) of this paragraph arise and Trump wishes to deploy a gaming barge, GNC shall grant an easement in favor of BHR over the property described in attached Exhibit I - 2 to the extent necessary to construct walkways, escalators or entryways to provide separate and suitable access to Trump's gaming barge. The location of such easement shall be subject to GNC's approval (not to be unreasonably withheld). The location of the entrance from the Decision Point shall be subject to the same requirements as are set forth for the Connection in subparagraph (a).

10. Insurance Coverage on Pavilion. BHR shall maintain, at its own expense, comprehensive liability insurance on the Pavilion in an amount not less than Five Million (\$5,000,000) Dollars. Such insurance shall be issued by an insurance company reasonably acceptable to GNC, and shall name GNC and any mortgagee of GNC as additional insureds. BHR shall provide GNC (and, at GNC's request, GNC's mortgagee) with a certificate of such insurance coverage within ten (10) days after a request therefor. Such insurance coverage shall not be cancelable without thirty (30) days prior written notice to GNC and GNC's mortgagee.

11. Insurance Coverage on Parking Structure. BHPA shall maintain at its own expense comprehensive liability insurance on the Parking Structure Property (including the Parking Structure) in an amount not less than Five Million (\$5,000,000) Dollars. Such insurance shall be issued by an insurance company reasonably acceptable to GNC and BHR, and shall name GNC and BHR, and any mortgagee of GNC, as additional insureds. BHPA shall provide GNC, BHR and GNC's mortgagee with a certificate of such insurance coverage within ten (10) days after a request therefor. Such insurance coverage shall not be cancelable without thirty (30) days prior written notice to GNC, BHR and GNC's lender.

12. Nature of Easements.

(a) The easements granted in paragraphs 2, 4, 5 and 6 of this Agreement are non-exclusive, and may be used by such other parties as may be designated by the owner of the applicable property.

(b) The easements granted herein shall be deemed to run with the land. Such easements shall inure to the benefit of, and be binding on, the owner(s) of the benefitted or burdened property from time to time.

13. 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.

14. Amendment. This Agreement may be amended only in a writing signed by GNC and BHR (as to easements granted by BHR) or by GNC and BHPA (as to easements granted by BHPA). GNC reserves the right to amend this Agreement even if it sells or transfers part of the GNC Property to other parties after the date hereof, and any rights under this Agreement that are acquired by such successor owner shall be subject to such right of amendment by GNC.

15. General.

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

(d) This Agreement has been negotiated by counsel for all parties. The terms of this Agreement shall not be more strictly construed against one party than the other parties.

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

**BUFFINGTON HARBOR  
RIVERBOATS, L.L.C.**

By: Trump Indiana, Inc., Member

By: 

By: The Majestic Star Casino,  
L.L.C., Member

By: Barden Development, Inc., Member

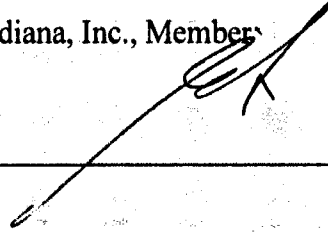
By: 

Don H. Barden, President

**BUFFINGTON HARBOR  
PARKING ASSOCIATES, LLC**

By: Trump Indiana, Inc., Member

By: \_\_\_\_\_



**Document is  
NOT OFFICIAL!**

By: AMB Parking, LLC

By AMB Parking, Inc., Member

**This Document is the property of  
the Lake County Recorder**

By: 

Don H. Barden, President

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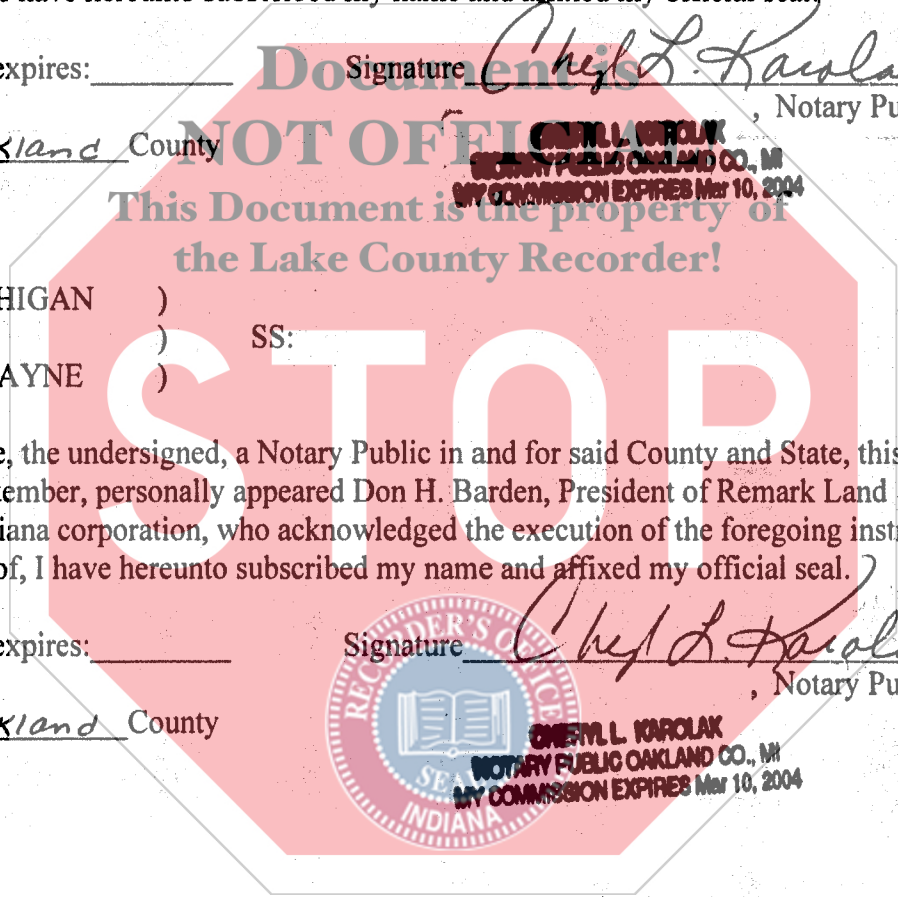


STATE OF MICHIGAN )  
 )  
COUNTY OF WAYNE ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 29<sup>th</sup> 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: \_\_\_\_\_ Signature Chester L. Karolak, Notary Public

Resident of Oakland County



STATE OF MICHIGAN )  
 )  
COUNTY OF WAYNE ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 29<sup>th</sup> 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 Chester L. Karolak, Notary Public

Resident of Oakland County

STATE OF MICHIGAN )  
 ) SS:  
COUNTY OF WAYNE )

Before me, the undersigned, a Notary Public in and for said County and State, this 29<sup>th</sup> 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

*Chester L. Karolak*

, Notary Public

Resident of Oakland County

**Document is NOT OFFICIAL**  
CERYLL L. KAROLAK  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Mar 10, 2004

**This Document is the property of the Lake County Recorder!**

STATE OF MICHIGAN )  
 ) SS:  
COUNTY OF WAYNE )

Before me, the undersigned, a Notary Public in and for said County and State, this 29<sup>th</sup> 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 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

*Chester L. Karolak*

, Notary Public

Resident of Oakland County



CERYLL 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

*Cheryl L. Karolak*

, Notary Public

Resident of Oakland County

**Document is NOT OFFICIAL!**  
This Document is Not Official!  
CHERYL L. KAROLAK  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Mar 10, 2004

Drafted By and When Recorded Return To: **State County Recorder!**

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

**STOP**



**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  $54^{\circ}54'09''$  West, 2689.83 feet to the Southeasterly corner of said Thirty-three Acre Parcel;
- 13) thence North  $46^{\circ}54'19''$  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  $00^{\circ}52'39''$  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  $88^{\circ}40'09''$  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  $64^{\circ}25'16''$  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  $59^{\circ}58'44''$  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  $43^{\circ}34'57''$  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  $55^{\circ}49'43''$  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 A-1  
(Legal Description of Lehigh Property Less the BHR Property)

PARCEL 1-Remainder  
DESCRIPTION

TRACT 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 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; thence South 54°06'39" East, a distance of 355.66 feet along said Northeasterly right-of-way line of the Elgin, Joliet, & Eastern Railway Company as recorded in Lake County Deed Record 117, Page 10 to the POINT OF BEGINNING;

- 1) thence North 42°41'33" East, a distance of 53.53 feet to a point of non-tangent curve;
- 2) thence 79.52 feet along the arc of a curve convex to the Northwest, said curve having a radius of 94.22 feet, and subtended by a long chord which bears North 65°28'30" East, a distance of 77.18 feet;
- 3) thence North 35°53'21" East, a distance of 551.21 feet to a point 82.62 feet distant by right angle measurement from the Northeasterly line of a parcel of patented land recorded in Lake County Deed Record 473, Page 29;
- 4) thence North 54°06'39" West along said line a distance of 410.65 feet;
- 5) thence North 35°53'21" East, a distance of 82.62 feet;
- 6) thence South 54°06'39" East a distance of 410.65 feet;
- 7) thence North 55°53'21" East, 1755.89 feet to the Northerly corner of patented land as recorded in Lake County Deed Record 392, Page 12;
- 8) thence South 34°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.

- 9) thence South 63°50'37" West, 61.96 feet along the Northwesterly line of said parcel;
- 10) thence South 34°08'14" East 1160.29 feet along a Southwesterly line of said parcel;
- 11) thence South 32°44'01" West, 198.96 feet along a Westerly line of said parcel;
- 12) thence South 55°34'16" West 402.27 feet along a Northwesterly line of said parcel;
- 13) thence South 34°48'19" East 562.17 feet along a Southwesterly line of said parcel;
- 14) thence South 35°28'01" West, 106.16 feet along a Northwesterly line of said parcel;
- 15) 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;
- 16) thence South 35°53'21" West, 984.02 feet along said Northwesterly line to the Northerly corner of parcel G-3 conveyed to the Marblehead Lime Company as recorded in Lake County Document 91065414;
- 17) 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;
- 18) thence North 54°06'39" West, 539.09 feet along said right-of way to the West line of said Section 25;
- 19) thence continuing North 54°06'39" West, 1761.68 feet along said right-of-way line to the POINT OF BEGINNING, containing 92.962 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:

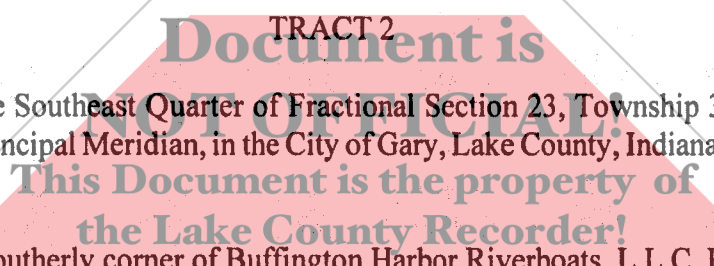
Commencing at a rail monument at the Southwest corner of the Northwest Quarter of said Section 25; thence North 00°52'39" West along the West line of said Section 25, a distance of 1868.43 feet to the Northeasterly right-of-way of said Elgin, Joliet, and Eastern Railway Company; thence South 54°06'39" 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 87.275 acres, more or less.

TRACT 2

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:



Commencing 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; thence North 35°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; 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; thence North 35°53'21" East along said Northwesterly line a distance of 44.58 feet to the Point of Beginning;

- 1) thence North 35°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;
- 2) thence South 54°06'39" East along said line a distance of 118.82 feet;
- 3) thence South 35°53'21" West, a distance of 82.62 feet;
- 4) thence North 54°06'39" West a distance of 118.82 feet to the Point of Beginning, containing 0.225 acres, more or less.

PARCEL 2-REMAINDER  
DESCRIPTION

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, 169.18 feet along said line;
- 4) thence South  $49^{\circ}38'51''$  East, 457.29 feet;
- 5) thence North  $36^{\circ}02'19''$  East, 440.01 feet 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, 2255.11 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  $54^{\circ}54'09''$  West, 2689.83 feet to the Southeasterly corner of said Thirty-three Acre Parcel;
- 13) thence North  $46^{\circ}54'19''$  West, 740.26 feet along the Northeasterly line of said Second Parcel to the POINT OF BEGINNING, containing 83.312 acres, more or less.

Document is  
DESCRIPTION  
NOT OFFICIAL!  
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  $00^{\circ}52'39''$  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  $88^{\circ}40'09''$  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  $64^{\circ}25'16''$  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;

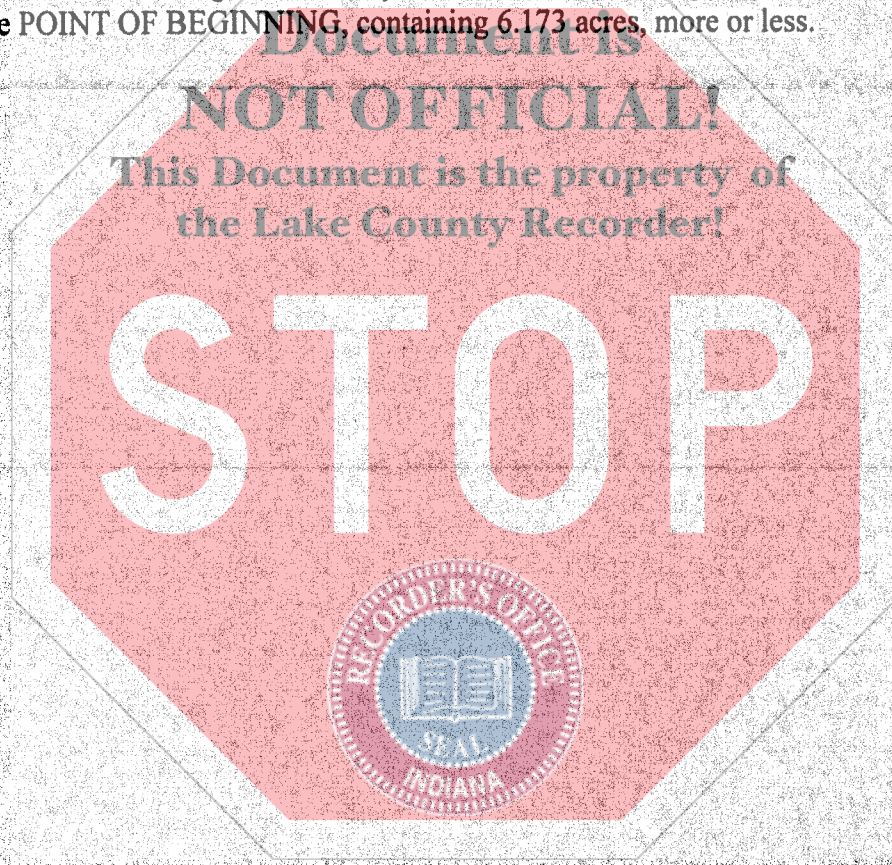
thence South  $59^{\circ}58'44''$  West along the westerly line of said 150 foot right-of-way a distance of 647.00 feet to the northerly line of the 100 foot right-of-way conveyed by George T. Cline to the Wabash Railroad Company as recorded in Lake County Deed Record Book 68, Pages 139 to 142;

thence North  $43^{\circ}34'57''$  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  $00^{\circ}23'05''$  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  $00^{\circ}23'05''$  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  $38^{\circ}53'27''$  East, 883.40 feet along the Northeasterly line of said First Parcel to a capped iron rod;
- 3) thence South  $47^{\circ}00'19''$  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  $43^{\circ}05'41''$  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  $54^{\circ}06'39''$  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  $36^{\circ}00'21''$  West, 185.08 feet;
- 7) thence South  $30^{\circ}46'03''$  West, 203.32 feet;
- 8) thence South  $34^{\circ}13'33''$  West, 186.02 feet;
- 9) thence South  $36^{\circ}30'36''$  West, 207.34 feet;
- 10) thence South  $43^{\circ}27'47''$  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.

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 the Lake County Recorder!  
 BHR PARCEL 3  
 DESCRIPTION

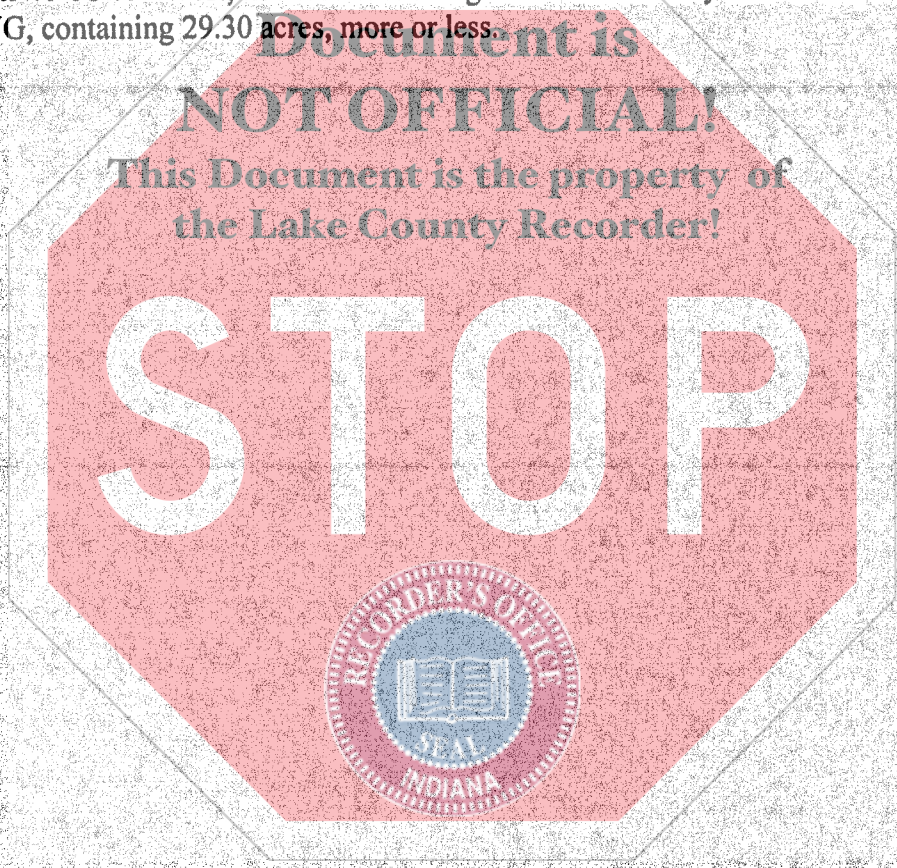
A parcel of land in the Southwest Quarter (SW 1/4) of Fractional Section Twenty three (23) and the North Half (N 1/2) of Section Twenty-six (26), Township Thirty-seven North (T37N), Range Nine West (R9W) of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, more particularly described 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 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°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.

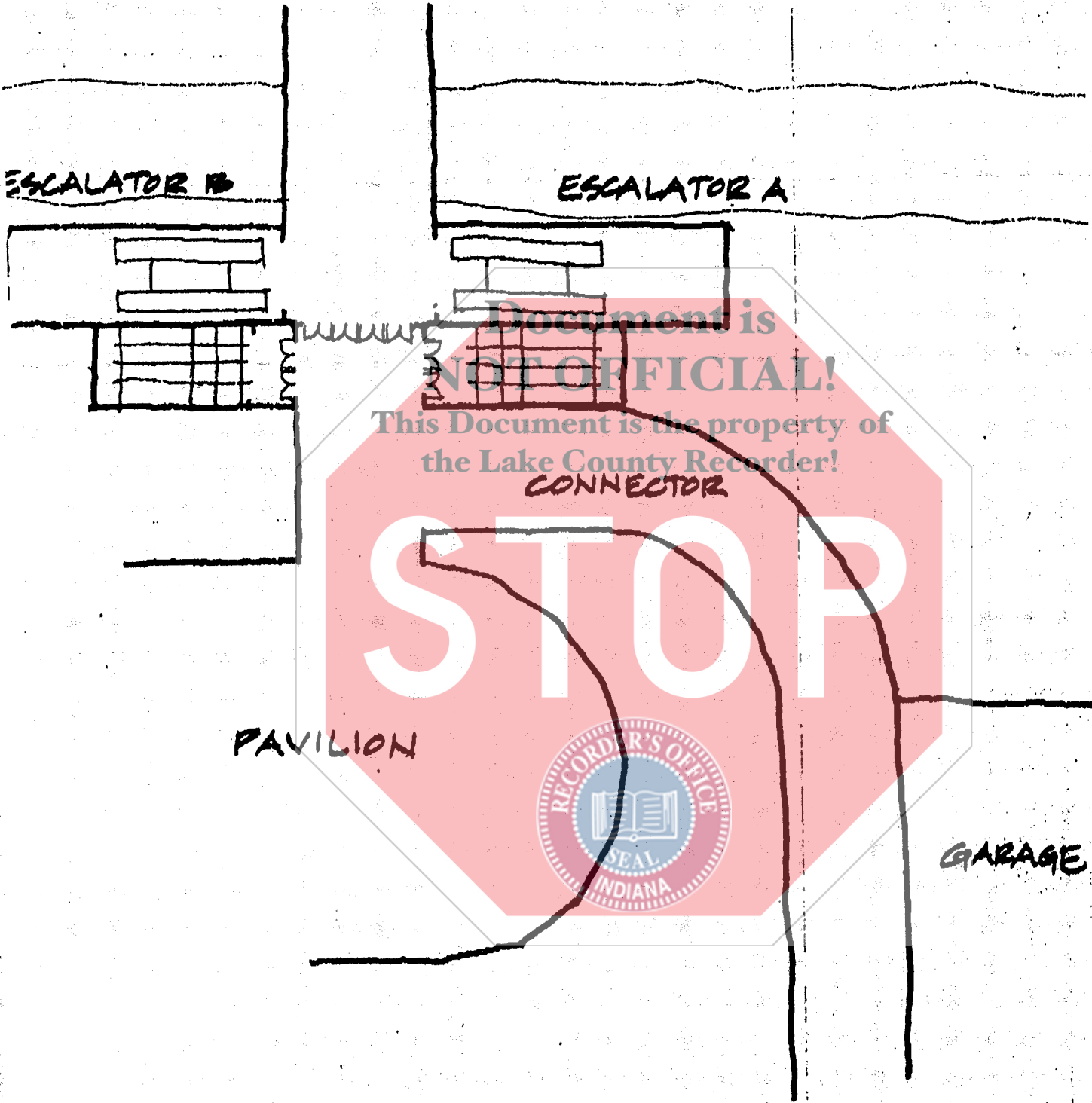


**EXHIBIT E**  
(Depiction of Pedestrian Connection)

See Diagram attached hereto as Exhibit E







TIE-INS TO GARAGE  
CONNECTOR

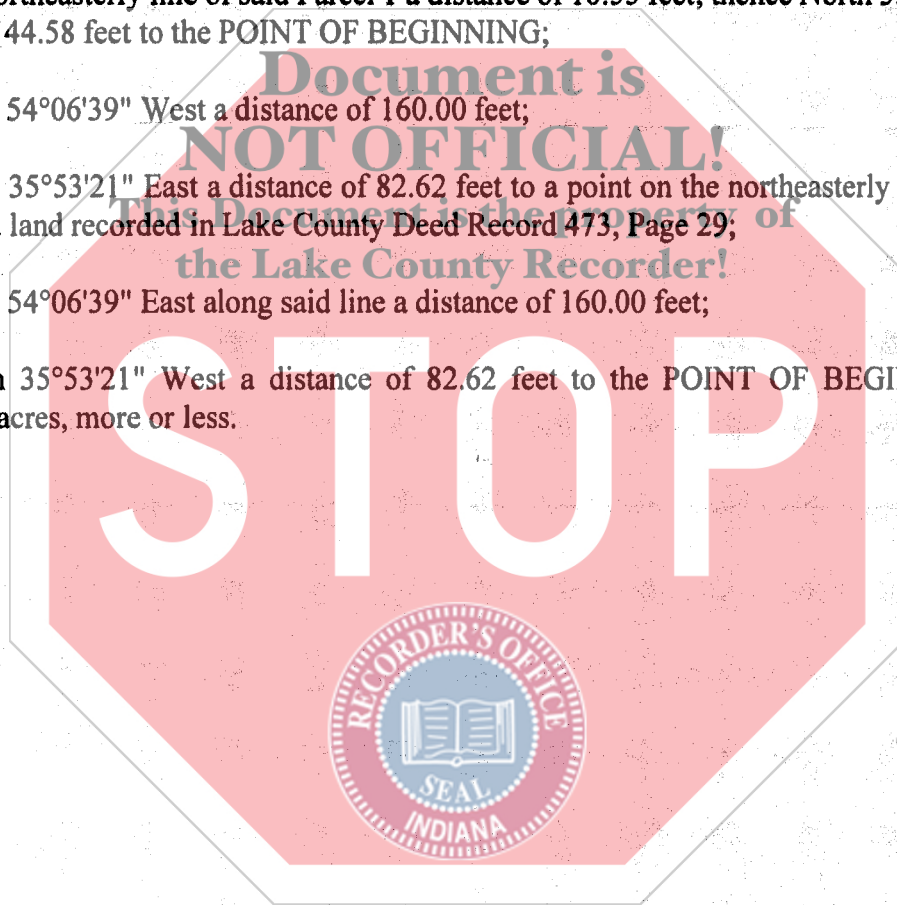
**EXHIBIT F**

(Legal Description of Mooring Barge Property re: Ground Level Entrance)

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:

Commencing 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; thence North 54°06'39" West along the Northeasterly line of said Parcel 1 a distance of 10.55 feet; thence North 35°53'21" East a distance of 44.58 feet to the POINT OF BEGINNING;

- 1) thence North 54°06'39" West a distance of 160.00 feet;
- 2) 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;
- 2) thence South 54°06'39" East along said line a distance of 160.00 feet;
- 4) thence South 35°53'21" West a distance of 82.62 feet to the POINT OF BEGINNING, containing 0.303 acres, more or less.



**EXHIBIT G**  
(Depiction of West Wall Maintenance Easement)

See Diagram Attached hereto as Exhibit G



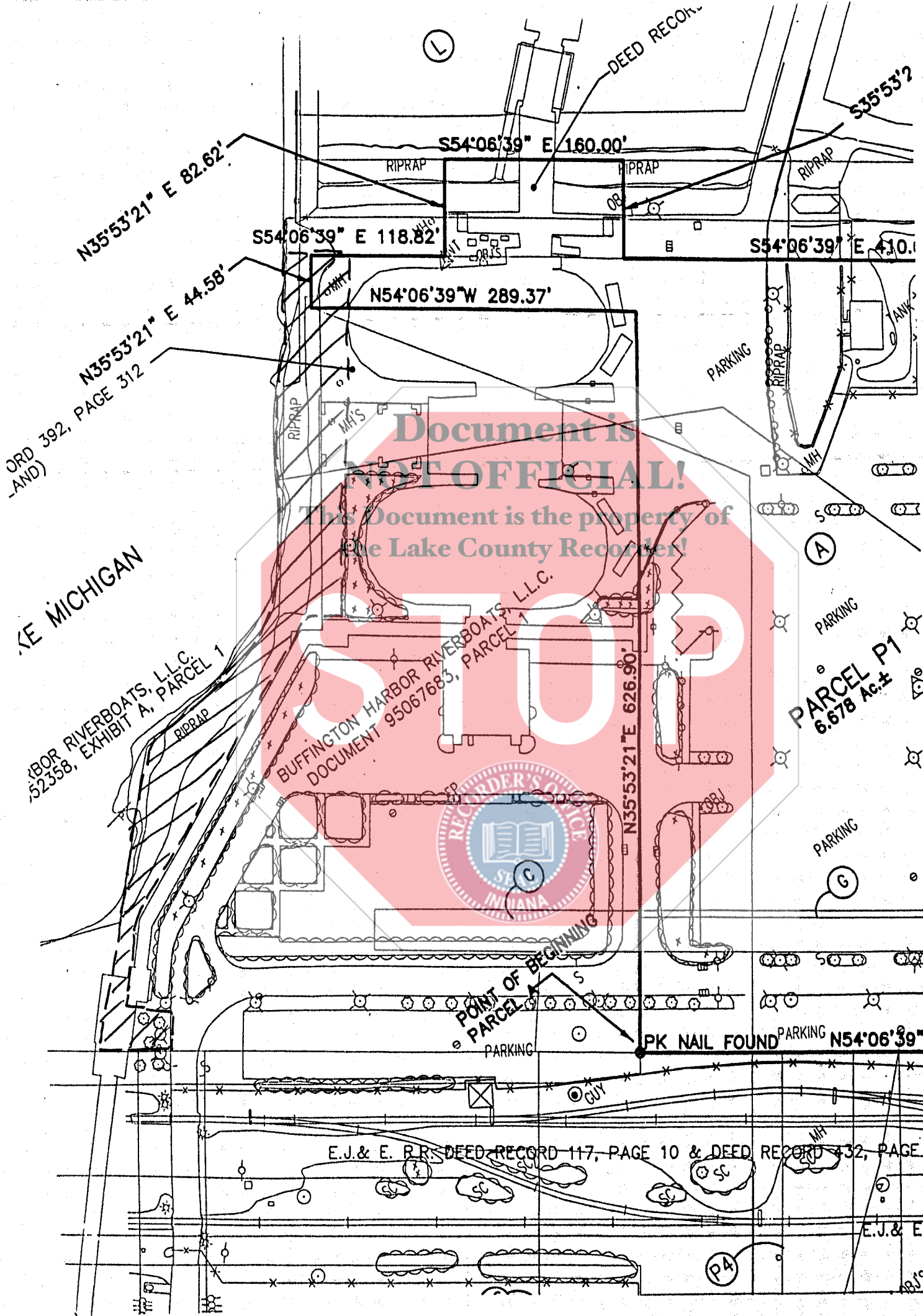


EXHIBIT H-1  
(Description of Eastern Easement Area)

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:

Commencing 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; 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; thence North  $54^{\circ}06'39''$  West along the Northeasterly line of said Parcel 1 a distance of 289.37 feet to a point on the Northwesternly line of a parcel of patented land recorded in Lake County Deed Record 392, Page 312; thence North  $35^{\circ}53'21''$  East along said Northwesternly line a distance of 44.58 feet to the Point of Beginning;

- 1) 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;
- 2) thence South  $54^{\circ}06'39''$  East along said line a distance of 118.82 feet;
- 3) thence South  $35^{\circ}53'21''$  West, a distance of 82.62 feet;
- 4) thence North  $54^{\circ}06'39''$  West a distance of 118.82 feet to the Point of Beginning, containing 0.225 acres, more or less.

**EXHIBIT H-2**  
**(Description of Western Easement Area)**

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:

Commencing 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; 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; thence North  $54^{\circ}06'39''$  West along the Northeasterly line of said Parcel 1 a distance of 10.54 feet; thence North  $35^{\circ}53'21''$  East a distance of 44.58 feet to the Point of Beginning;

- 1) 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;
- 2) thence South  $54^{\circ}06'39''$  East along said line a distance of 410.65 feet;
- 3) thence South  $35^{\circ}53'21''$  West, a distance of 82.62 feet;
- 4) thence North  $54^{\circ}06'39''$  West a distance of 410.65 feet to the Point of Beginning, containing 0.779 acres, more or less.

