

MORTGAGE AND FIXTURE FILING WITH FINANCING STATEMENT

cmv20058816
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THIS MORTGAGE AND FIXTURE FILING WITH FINANCING STATEMENT (this "Mortgage") is made as of the 20th day of January, 2006 by Buffington Harbor Riverboats, L.L.C., a Delaware limited liability company ("Mortgagor"), whose principal place of business is located at 301 Fremont Street, 12th Floor, Las Vegas, Nevada 89101, in favor of The Bank of New York Trust Company, N.A., as successor to The Bank of New York, as Trustee, a national banking association, ("Mortgagee"), with a place of business located at 700 South Flower Street, Suite 500; Attention: Corporate Unit, Los Angeles, CA 90017, in its capacity as trustee under the Indenture for the ratable benefit of the Holders (as each such term is hereinafter defined).

RECITALS

A. Pursuant to that certain Indenture, dated as of October 7, 2003 (as supplemented and otherwise amended from time to time, the "Indenture"), by and among The Majestic Star Casino, LLC, an Indiana limited liability company (the "Company"), The Majestic Star Casino Capital Corp., an Indiana corporation ("Capital"), and together with the Company, the "Issuers"), the Subsidiary Guarantors (defined therein, including Mortgagor), and Mortgagee, as Trustee thereunder (in such capacity, the "Indenture Trustee"), the Issuers will issue 9.50% Senior Secured Notes due on or before 2010 in an aggregate principal amount of up to \$300,000,000 (collectively, the "Notes"). Unless the context otherwise requires, all capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Indenture. All other initially capitalized terms set forth in this Mortgage, if not otherwise defined herein, shall have the meaning ascribed to them in the Indenture.

B. Pursuant to a guarantee executed and delivered pursuant to the Indenture (as amended from time to time, the "Subsidiary Guarantee"), the Subsidiary Guarantors (including Mortgagor) have guaranteed the obligations of the Issuers under the Notes, the Indenture and the other Security Documents to which the Issuers are parties.

C. Pursuant to the Indenture, the Subsidiary Guarantee of Mortgagor is required to be secured by, among other things this Mortgage.

C. The parties acknowledge that certain provisions of this Mortgage may be subject to the laws, rules and regulations of the Gaming Authority ("Gaming Laws") and the governmental agency (the "Liquor Authority") enforcing liquor licenses in the State of Indiana ("Liquor Laws").

WITNESSETH:

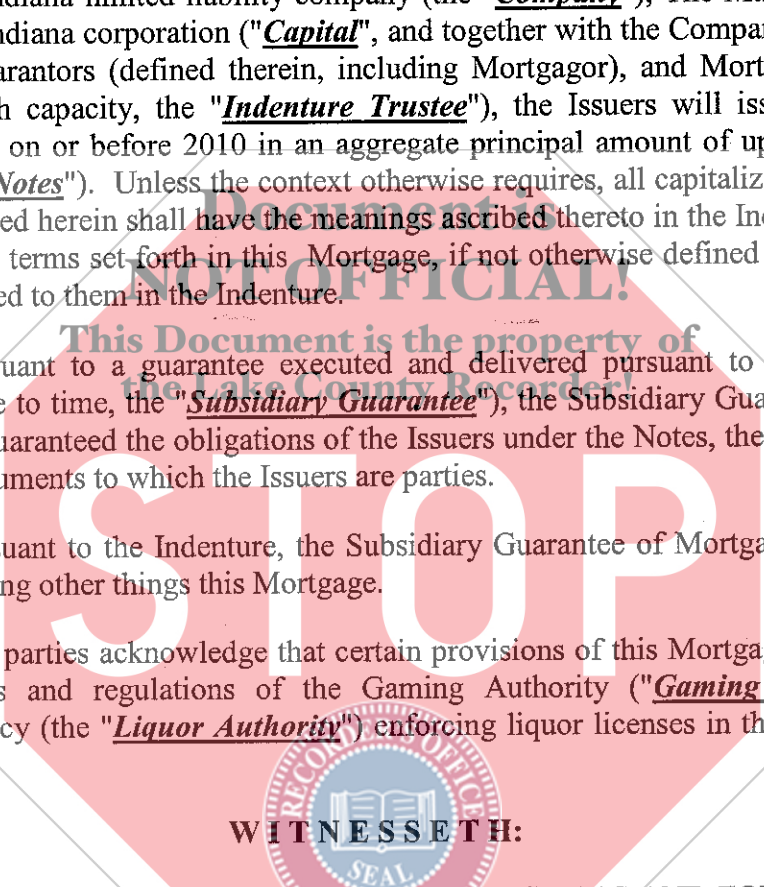
IN CONSIDERATION OF THE FOREGOING RECITALS AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, SUBJECT TO APPLICABLE GAMING LAWS AND LIQUOR LAWS, MORTGAGOR HEREBY MORTGAGES AND WARRANTS to Mortgagee, its successors and assigns, but subject to Permitted Liens, the following (but excluding in each and every case all Excluded Assets as defined below), whether now owned or hereafter acquired:

This instrument is being rerecorded to correct scrivener's errors in the following respects: 1. to replace pages 2-34 with pages 2-34 of this document and to replace the legal description shown on exhibit A pages A1-A8 with the legal description contained in Exhibit A page A1-A15 of this document.

Chicago Title Insurance Company

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

10201
2006



20060120 0854

STATE OF INDIANA
LAKE COUNTY

Handwritten initials and signatures: III, LP, CT, and a signature.

GRANTING CLAUSE ONE

[Land]

All of Mortgagor's right, title and interest in the real property, located in the County of Lake, State of Indiana, described in **EXHIBIT A** attached hereto and by this reference incorporated herein (the "**Land**"), together with all and singular tenements, hereditaments, rights, reversions, remainders, development rights, privileges, benefits, easements (in gross or appurtenant), rights-of-way, gores or strips of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and all appurtenances whatsoever and claims or demands of Mortgagor at law or in equity, in any way belonging, benefiting, relating or appertaining to the Land, the airspace over the Land, the Improvements (as hereinafter defined), or both, or which hereinafter shall in any way belong, relate or be appurtenant thereto.

GRANTING CLAUSE TWO

[Improvements]

TOGETHER WITH, any and all structures, buildings, facilities and improvements of every nature whatsoever now or hereafter on the Land, including, but not limited to, the "**Fixtures**" (as hereinafter defined) (collectively, the "**Improvements**") (the Land and Improvements are referred to collectively as the "**Real Property**").

For purposes of this Mortgage, "**Fixtures**" means any and all "fixtures" as such term is defined in Article 9 of the UCC and to the fullest extent allowed by Applicable Laws, fixtures and all other equipment and machinery now or at any time hereafter owned by Mortgagor and located or included in or on or appurtenant to the Real Property and used in connection therewith and which are or become so related to the Real Property encumbered hereby that an interest arises in them under real estate law; provided, however, that Fixtures shall not include Excluded Assets.

GRANTING CLAUSE THREE

[Options to Purchase, etc.]

TOGETHER WITH, all right, title and interest of Mortgagor in and to all options and other rights to purchase or lease the Real Property or any portion thereof or interest therein, if any, and any greater estate in the Real Property owned or hereafter acquired by Mortgagor.

GRANTING CLAUSE FOUR

[Condemnation Awards]

TOGETHER WITH, all the estate, interest, right, title and other claim or demand, which Mortgagor now has or may hereafter acquire in any and all awards, payments or other consideration made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Property, including, without limitation, any awards,

payments or other consideration resulting from a change of grade of streets and for severance damages.

GRANTING CLAUSE FIVE

[Insurance Proceeds]

TOGETHER WITH, all the estate, interest, right, title and other claim or demand which Mortgagor now has or may hereafter acquire with respect to the proceeds of insurance in effect with respect to all or any part of the Real Property, together with all interest thereon and the right to collect and receive the same;

GRANTING CLAUSE SIX

[Claims for Damages, etc.]

TOGETHER WITH, all the estate, interest, right, title and other claim or demand which Mortgagor now has or may hereafter acquire against anyone with respect to any damage to all or any part of the Real Property, including, without limitation, damage arising from any defect in or with respect to the design or construction of all or any part of the Improvements and damage resulting therefrom;

GRANTING CLAUSE SEVEN

[Deposits, Advance Payments and Refunds of Insurance, Utilities, etc.]

TOGETHER WITH, all deposits or other security or advance payments including rental payments made by or on behalf of Mortgagor to others, and all refunds made by others to Mortgagor, with respect to (i) insurance policies relating to all or any part of the Real Property, (ii) utility service for all or any part of the Real Property, (iii) cleaning, maintenance, repair, or similar services for all or any part of the Real Property, (iv) refuse removal or sewer service for all or any part of the Real Property, (v) rental of equipment, if any, used in the operation, maintenance or repair by or on behalf of Mortgagor of all or any part of the Real Property and (vi) parking or similar services or rights afforded to all or any part of the Real Property;

GRANTING CLAUSE EIGHT

[Water Rights, etc.]

TOGETHER WITH, all water rights, water stock, water permits and other rights to the use of water that are now or that may be hereinafter used in connection with the said Real Property, or any improvements or appurtenances thereto;

GRANTING CLAUSE NINE

[Minerals, etc.]

TOGETHER WITH, all oil and gas and other mineral rights, if any, in or pertaining to the Land and all royalty, leasehold and other rights of Mortgagor pertaining thereto;

GRANTING CLAUSE TEN

[Accessions, etc.]

TOGETHER WITH, all extensions, improvements, betterments, renewals, substitutes for and replacements of, and all additions, accessions, and appurtenances to, any of the foregoing that Mortgagor may subsequently acquire, and all conversions of any of the foregoing. Mortgagor agrees that all property hereafter acquired by Mortgagor and required by the Indenture Agreement, this Mortgage or any other Security Document to be subject to the lien and/or security interests created by this Mortgage shall forthwith upon the acquisition thereof by Mortgagor be subject to the lien and/or security interests of this Mortgage as if such property were now owned by Mortgagor and were specifically described in this Mortgage and granted hereby or pursuant hereto, and the Mortgagee is hereby authorized to receive any and all such property as and for additional security for the Secured Obligations.

The entire estate, property and interest hereby mortgaged pursuant to the foregoing **Granting Clauses One through Ten** inclusive, may hereafter be referred to as the "**Mortgage Estate**"; provided that the Lien granted by Mortgagor to Mortgagee pursuant to this Mortgage shall be released in accordance with the provisions of Section 12.25 of this Mortgage and the provisions of the Indenture.

FOR THE PURPOSE OF SECURING:

A. The due and punctual payment and performance (subject to any applicable grace periods) of any and all present and future obligations and liabilities of Mortgagor of every type or description to Mortgagee, arising under or in connection with the Subsidiary Guarantee, whether for principal of, or premium, if any, or interest on the Notes, expenses, indemnities or other amounts (including attorneys' fees and expenses) (collectively, the "**Subsidiary Guarantee Obligations**"); and;

B. the due and punctual payment and performance of any and all present and future obligations and liabilities of Mortgagor of every type or description to Mortgagee, arising under or in connection with this Mortgage or any Security Document, including for reimbursement or amounts permitted to be advanced or expended by Mortgagee (i) to satisfy amounts required to be paid by Mortgagor under this Mortgage or any other Security Document, together with interest thereon to the extent provided, or (ii) to protect the Mortgage Estate, together with interest thereon to the extent provided; and

C. all future advances pursuant to the Indenture or any other Security Document,

In each case whether due or not due, direct or indirect, joint and/or several, absolute or contingent, voluntary or involuntary, liquidated or unliquidated, determined or undetermined, now or hereafter existing, renewed or restructured, whether or not from time to time decreased or extinguished and later increased, created or incurred, whether or not arising after the commencement of a proceeding under the Bankruptcy Code (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding (all obligations and liabilities described herein, including, without limitation, the Subsidiary Guarantee Obligations, are collectively referred to herein as the "Secured Obligations").

TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE 1.

DEFINITIONS

Section 1.1. Certain Defined Terms. As used herein, the following terms shall have the following meanings:

"Applicable Laws" shall have the meaning set forth in Section 3.7.

"Bankruptcy Law" means any laws arising from the United States Bankruptcy Code, as amended, and any applicable State statute dealing with bankruptcy.

"Default Rate" has the meaning set forth in Section 4.8.1.

"Environmental Claim" shall mean any claim, action, cause of action, investigation or notice (written or oral) by any person or entity alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (a) the presence, or release into the environment, of any Hazardous Material at any location, whether or not owned or operated by Mortgagor which Hazardous Material originated from the Mortgage Estate, or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Requirement.

"Environmental Damages" means all claims, judgments, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any claim, whether or not such is ultimately defeated, and of any settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorneys' fees, charges and disbursements (including, without limitation, costs of appeal), and consultants' fees, any of which are actually incurred at any time as a result of the existence or alleged existence of Hazardous Materials upon, about or beneath the Real Property or migrating or threatening to migrate to or from the Real Property, or the existence or alleged existence of a violation of Environmental Requirements pertaining to the Real Property regardless of whether the existence of such Hazardous Materials or the violation of Environmental Requirements arose prior to the present ownership or operation of the Real Property, and including, without limitation:

(i) Damages for personal injury, or injury to property or natural resources occurring upon or off of the Real Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on the Real Property, interest and penalties including, but not limited to, claims brought by or on behalf of employees of Mortgagor, with respect to which Mortgagor waives, for the benefit of Mortgagee only, any immunity to which it may be entitled under any industrial or workers' compensation laws;

(ii) reasonable fees actually incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remedial, removal, abatement containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the Real Property or any other property or otherwise expended in connection with such conditions, and including, without limitation, any reasonable attorneys' fees, charges and disbursements (including, without limitation, costs of appeal) actually incurred in enforcing this Mortgage or collecting any sums due hereunder, and

(iii) liability to any Person to indemnify such Person for actual costs incurred in good faith in connection with the items referenced in subparagraphs (i) and (ii) hereof.

"Environmental Requirements" means applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises and similar items, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all applicable judicial and administrative and regulatory decrees, injunctions, judgments and orders relating to the environment, including, without limitation:

(iv) all requirements, including, but not limited to, those relating or pertaining to (A) record keeping, reporting, disclosing, notifying, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials or other chemical substances, pollutants, contaminants or hazardous or toxic substances, materials or wastes whether solid, liquid or gaseous in nature, into the environment (including, without limitation, ambient air, surface water, groundwater or land surface or subsurface strata), (B) the manufacture, processing, distribution, use, generation, treatment, storage, disposal transport or handling of chemical substances, materials or wastes, whether solid, liquid or gaseous in nature, including without limitation, Hazardous Materials or (C) underground storage tanks and related piping, and emissions, discharges, releases or threatened releases of Hazardous Materials or other chemical substances, pollutants, contaminants or hazardous or toxic substances, materials or wastes whether solid, liquid or gaseous in nature therefrom; and

(v) all other requirements pertaining to the preservation or protection of the environment and the mitigation of adverse effects thereon and the health and safety of employees or the public with respect to Hazardous Materials.

"Event of Default" shall have the meaning set forth in Section 8.

"Excluded Assets" has the meaning set forth in the Indenture.

"Fixtures" has the meaning set forth in Granting Clause Two.

"Gaming Licenses" means every material license, franchise or other approval or authorization required to own, lease, operate or otherwise conduct gaming in any jurisdiction in which Mortgagor or any of its subsidiaries conducts or proposes in good faith to conduct gaming business, including any applicable liquor licenses.

"Governmental Authority" means any agency, authority, board, bureau, commission, department, office or instrumentality of any nature whatsoever of the United States of America or foreign government, any state, province or any city or other political subdivision, whether now or hereafter existing, or any officer or official thereof, including without limitation, the Nevada Gaming Commission, the Nevada State Gaming Control Board, the Colorado Limited Gaming Control Commission, the Mississippi Gaming Commission, the Indiana Gaming Commission and any other agency with authority to regulate any gaming operation (or proposed gaming operation) owned, managed or operated by Mortgagor or any of its subsidiaries.

"Hazardous Materials" means any chemical, material or substance:

(vi) the presence of which requires investigation or remediation under any federal, state or local law, statute, code, regulation, ordinance, order, action or policy; or

(vii) which is or becomes defined as or included in the definition of "hazardous substances," "pollutants," "contaminants," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any applicable local state or federal law or under regulations adopted or publications promulgated pursuant thereto, including, but not limited to, any such laws or regulations promulgated by Governmental Authorities of the State of Indiana; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act as amended, 42 U.S.C. § 6901, *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300(f)-300(j) - 10; or the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; or

(viii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any state of the United States, or any political subdivision thereof ("**Governmental Authority**"); or

(ix) the presence of which on the Real Property causes or threatens to pose a hazard to the Real Property or to the health or safety of Persons on or about the Real Property; or

(x) without limitation, which contains gasoline, crude oil, diesel fuel or other petroleum hydrocarbons in violation of applicable Environmental Requirements; or

(xi) without limitation, which contains "PCBs" (as hereinafter defined) or asbestos or urea formaldehyde foam insulation or radon gas.

"Impositions" means any and all (i) real estate and personal property taxes and other taxes and assessments, water and sewer rates and charges levied or assessed upon or with respect to the Real Property and any and all other governmental charges (including any penalties and other charges imposed by any Gaming Authority or Liquor Authority) and any interest or costs or penalties with respect thereto, in each case whether general, special ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever that at any time prior to or after the execution hereof may be assessed, levied, imposed, or become a lien upon the Real Property or the Rents, but excluding taxes on Mortgagor's income or operating revenues; (ii) charges for any easement or agreement maintained for the benefit of the Real Property and (iii) other charges, expenses, payments or assessments of any nature, if any, which are or may be assessed, levied, imposed or become a lien upon the Real Property or the Rents, including mechanics and other Liens permitted by Section 4.12 of the Indenture.

"Impound Account" means the account that Mortgagor may be required to maintain pursuant to Section 4.6.2. of this Mortgage for the deposit of amounts required to pay Impositions and insurance premiums.

"Improvements" has the meaning set forth in Granting Clause Two.

"Indemnitees" has the meaning set forth in Section 11.2.7.

"Land" has the meaning set forth in Granting Clause One.

"Leases" means any and all leases, subleases, lettings, licenses, concessions, operating agreements, management agreements and all other agreements affecting or covering the Real Property or any portion thereof now or hereafter existing or entered into, together with all amendments, extensions and renewals of any of the foregoing.

"Liens" means any mortgage, lien, pledge, charge, security interest or encumbrance of any kind, whether or not filed, recorded or otherwise perfected under Applicable Laws (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the applicable UCC (or equivalent statutes) of any jurisdiction).

"Mortgage Estate" shall have the meaning set forth hereinabove.

"Mortgagee" shall have the meaning set forth in the Preamble.

"Mortgagor" shall have the meaning set forth in the Preamble.

"PCBs" means polychlorinated biphenyls.

"Permitted Liens" shall have the meaning set forth in the Indenture.

"Public Waters" means any river, lake, stream, sea, ocean, gulf, bay or other public body of water.

"Real Property" has the meaning set forth in **Granting Clause Two**.

"Receiver" means any trustee, receiver, custodian, fiscal agent, liquidator or similar officer.

"Secured Obligations" shall have the meaning set forth hereinabove.

"Security Documents" shall have the meaning set forth hereunder.

"Subsidiary Guarantee Obligations" has the meaning set forth hereinabove.

"Title Policy" means the title insurance policy or policies in favor of Mortgagee insuring the Lien of this Mortgage.

"UCC" means the Uniform Commercial Code (as amended from time to time) of the State of Indiana.

Section 1.2. Related Matters.

1.2.1. Terms Used in the UCC. Unless the context clearly otherwise requires, all lower case terms used in Section 9 of this Mortgage and not otherwise defined herein that are used or defined in Article 9 (or any equivalent subpart) of the UCC have the same meanings herein.

1.2.2. Construction. Unless the context of this Mortgage clearly requires otherwise, references to the plural include the singular, the singular includes the plural, the part includes the whole, and "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder" and similar terms in this Mortgage refer to this Mortgage as a whole (including the Preamble, the Recitals and all Schedules and Exhibits, but subject to Section 1.2.5) and not to any particular provision of this Mortgage. Article, section, subsection, exhibit, recital, preamble and schedule references in this Mortgage are to this Mortgage unless otherwise specified. References in this Mortgage to any agreement, other document or law "as amended" or "as may be amended from time to time," or to amendments of any document or law, shall include any amendments, supplements, replacements, renewals or other modifications.

1.2.3. Determinations. Any determination or calculation contemplated by this Mortgage that is made by Mortgagee shall be final and conclusive and binding upon the Mortgagor, in the absence of manifest error. References in this Mortgage to "determination" by Mortgagee include estimates (in the case of quantitative determinations) and beliefs (in the case of qualitative determinations). All references herein to "discretion" of Mortgagee (or terms of similar import) shall mean "absolute and sole discretion". All consents and other actions of Mortgagee contemplated by this

Mortgage may be given, taken, withheld or not taken in Mortgagee's discretion (whether or not so expressed), except as otherwise expressly provided herein. No approval or consent of Mortgagee shall be effective unless the express written approval or consent of Mortgagee is received by Mortgagor.

1.2.4. Governing Law. This Mortgage shall be governed by, and construed in accordance with, the laws of the State of Indiana.

1.2.5. Headings. The Article and Section headings being used in this Mortgage are for convenience of reference only and shall not affect the construction hereof.

1.2.6. Severability. If any provision of this Mortgage or any Lien or other right hereunder shall be held to be invalid, illegal or unenforceable under Applicable Laws in any jurisdiction, such provision, Lien or other right shall be ineffective only to the extent of such invalidity, illegality or unenforceability, which shall not affect any other provisions herein or any other Lien or right granted hereby or the validity, legality or enforceability of such provision, Lien or right in any other jurisdiction.

1.2.7. Exhibits and Schedules. All of the exhibits and schedules attached to this Mortgage shall be deemed incorporated herein by reference.

ARTICLE 2.
[RESERVED]
ARTICLE 3.
REPRESENTATIONS AND WARRANTIES

Mortgagor hereby represents and warrants to Mortgagee that:

Section 3.1. Corporate Existence. Mortgagor (a) is a limited liability company duly formed, validly existing and in good standing under the laws of the jurisdiction in which it is formed, and (b) has the power and authority to own its property and assets and to transact the business in which it is engaged or presently proposes to engage, and (c) is duly qualified and is authorized to do business and is in good standing as a foreign limited liability company in every jurisdiction in which it owns or leases real property or in which the nature of its business requires it to be so qualified.

Section 3.2. Authorization; Approvals. The execution, delivery and performance by Mortgagor of this Mortgage are within Mortgagor's limited liability company powers and authority, have been duly authorized by all necessary limited liability company action, and do not contravene (a) Mortgagor's certificate of formation, operating agreement or limited liability company agreement or (b) any law or any contractual restriction binding on or affecting Mortgagor or the Real Property. All authorizations or approvals or other actions by, or notice to or filing with, any Governmental Authority required for the due execution, delivery and performance by Mortgagor of this Mortgage have been duly obtained and are in full force and effect.

Section 3.3. Enforceability. This Mortgage has been duly executed and delivered by Mortgagor and is the legal, valid and binding obligation of Mortgagor, enforceable against Mortgagor in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally and general principles of equity.

Section 3.4. Validity and Perfection of Security Interests. The liens and security interests in the Mortgage Estate created in accordance with the terms hereof and pursuant to the terms of the other Security Documents executed by Mortgagor constitute valid security interests, and upon recordation of this Mortgage in the appropriate office in Lake County, Indiana, the security interests granted to Mortgagee hereunder will constitute perfected security interests therein superior and prior to all Liens, rights or claims of all other Persons other than Permitted Liens.

Section 3.5. Title To and Right To Use Assets. Mortgagor has good and marketable fee simple title in the Land and interests in the easements benefiting the Land, and is the legal and beneficial owner of the remainder of the Mortgage Estate (and as to the Mortgage Estate whether now existing or hereafter acquired, Mortgagor will continue to own each item thereof except to the extent Mortgagor disposes of the same pursuant to the Indenture), free and clear of all Liens except Permitted Liens. Mortgagor has the right to hold, occupy and enjoy its interest in the Mortgage Estate subject to the terms of the Gaming Licenses and subject to the Permitted Liens, and has valid right, full power and legal authority, subject to applicable Gaming Laws and Liquor Laws, to mortgage and pledge the same as provided herein, and Mortgagor shall defend the Mortgage Estate against all claims and demands of all Persons at any time claiming the same or any interest therein adverse to Mortgagee (except for Permitted Liens) and Mortgagee may, subject to applicable Gaming Laws and Liquor Laws, at all times peaceably and quietly enter upon, hold, occupy and enjoy the entire Mortgage Estate in accordance with the terms hereof.

Section 3.6. Non-Contravention. Neither the execution, delivery or performance of this Mortgage by the Mortgagor nor the consummation of the transactions herein contemplated nor the fulfillment of the terms hereof (i) violate the terms of or constitute a default under any agreement, indenture, mortgage, deed of trust, equipment lease, instrument or other document to which the Mortgagor is a party or by which it or any of its property or assets is bound or to which it may be subject, (ii) conflict with any law, order, rule or regulation applicable to the Mortgagor of any court or any Governmental Authority, or (iii) result in or require the creation or imposition of (or the obligation to create or impose) any Lien (other than Permitted Liens and the Lien contemplated hereby or by any other Security Document), upon or with respect to any of the property or assets now owned or hereafter acquired by Mortgagor.

Section 3.7. Contracts. Each material contract which is a part of the Mortgage Estate (each, a "Contract"), (i) is the genuine, legal valid, and binding obligation of Mortgagor, (ii) is enforceable against Mortgagor in accordance with its terms, (iii) is in full force and effect and is, to Mortgagor's best knowledge, not subject to any setoffs defenses, overdue taxes, counterclaims or other claims, nor have any of the foregoing been asserted or alleged as to any Contract, and (iv) is, in all material respects, in compliance with all applicable laws, whether federal, state, local or foreign, including, without limitation, applicable Gaming Laws and Liquor Laws ("Applicable Laws"). Neither Mortgagor nor, to the best knowledge of Mortgagor, any other

party to any Contract is in material default in the performance or observance of any of the terms thereof except that the City of Gary, Indiana may not have timely performed certain obligations under the Development and Purchase Agreement dated as of August 25, 1999, as amended on August 23, 2000, between Gary New Century, LLC and the City of Gary, Indiana. No party to any Contract is the United States government or an instrumentality thereof.

Section 3.8. Leases. There are no Leases in effect with respect to the Real Property.

Section 3.9. Intentionally Omitted.

Section 3.10. Compliance with Laws. To the best knowledge of Mortgagor, except as otherwise disclosed on Schedule 11.1 hereto, or referenced in Section 11.1 of this Mortgage, the Mortgage Estate and the proposed and actual use thereof comply in all material respects with all Applicable Laws, and there is no proceeding pending or, to the best knowledge of Mortgagor, threatened before any court, quasi judicial body, Governmental Authority relating to the validity of the Security Documents or the proposed or actual use of the Mortgage Estate.

Section 3.11. Real Property Use; Mechanics' Liens. The Real Property is not used principally or primarily for agricultural or grazing purposes. All costs for labor and material for the removal, construction and renovation of the Improvements (including, without limitation, any additions and alterations thereto) have been paid in full or will be paid in accordance with Section 4.15.

Section 3.12. Condemnation. There are no pending or, to the best knowledge of Mortgagor, threatened condemnation or eminent domain proceedings against the Mortgage Estate or any part thereof.

Section 3.13. Litigation. Except as disclosed in writing to Mortgagee prior to the date hereof, there are no pending or, to the best knowledge of Mortgagor, threatened, actions, claims, proceedings, investigations, suits or proceedings before any court, Governmental Authority or arbitrator against Mortgagor, the Mortgage Estate or any part thereof.

Section 3.14. Construction of Improvements. Other than existing shells of buildings and other buildings on the Land which were not constructed by Mortgagor or by an affiliate of Mortgagor, all Improvements have been and will be constructed in all material respects in accordance with Applicable Laws and all requirements of Governmental Authorities and governmental approvals. Except as disclosed in writing to Mortgagee prior to the date hereof, to the best knowledge of Mortgagor, the Improvements (other than existing shells of buildings and other buildings on the Land which were not constructed by Mortgagor or by an affiliate of Mortgagor), (a) are free from latent and patent defects that would have a material adverse effect on the value of the Improvements and do not materially and adversely affect the use and operation of the Improvements or Real Property, and (b) do not require any material repairs, reconstruction or replacement on the date hereof.

ARTICLE 4.

AFFIRMATIVE COVENANTS

Mortgagor hereby covenants to and agrees with Mortgagee as follows:

Section 4.1. Secured Obligations of Mortgagor. Mortgagor will perform, observe and comply with its Secured Obligations arising under this Mortgage and shall continue to be liable for the performance of its Secured Obligations arising under this Mortgage until discharged in full, notwithstanding any actions that may be brought hereunder to recover any amount or amounts expended by Mortgagee on behalf of Mortgagor in order to cure any of Mortgagor's defaults or to satisfy any of Mortgagor's obligations or covenants under any agreement relating to the Mortgage Estate and to which Mortgagor is a party or by which the Mortgage Estate is bound.

Section 4.2. Compliance with Law; Maintenance of Approvals. Except as expressly permitted by the Indenture, Mortgagor shall (i) comply in all material respects with all requirements of law applicable to the ownership, operation, use and occupancy of all or any portion of the Mortgage Estate, whether or not such compliance requires work or remedial measures that are ordinary or extraordinary, foreseen or unforeseen, or structural or nonstructural, and (ii) maintain in full force and effect all authorizations, approvals or other actions, including without limitation, Gaming Licenses and liquor licenses and permits, which are necessary for the performance of Mortgagor's obligations pursuant to this Mortgage or for the business conducted by Mortgagor on the Real Property.

Section 4.3. Other Reports. Mortgagor shall provide from time to time such additional information regarding Mortgagor or the Mortgage Estate as are required under the Indenture or as Mortgagee may reasonably request.

Section 4.4. Insurance. The Mortgagor, at its sole cost and expense, shall provide, maintain and keep in force the insurance required by Section 4.16 of the Indenture (the "Insurance Policies").

Section 4.5. Waste and Repair. Except as expressly permitted by Section 4.15 of the Indenture, Mortgagor shall at all times cause the Mortgage Estate to be maintained in normal working order and condition (reasonable wear and tear excepted). Mortgagor shall not suffer any waste of the Real Property or do or permit to be done thereon anything not otherwise permitted in the Indenture that may in any way impair the Real Property nor impair the security of this Mortgage. Mortgagor shall not abandon the Real Property nor leave the Real Property unprotected or deserted.

Section 4.6. Impositions; Impounds; Taxes; Capital Costs.

4.6.1. Impositions Affecting the Real Property. Mortgagor shall pay when due all Impositions (or currently payable installments thereof) that are or that may become a lien on the Real Property or are assessed against the Real Property or the Rents; provided, however, that Mortgagor may, at its sole cost and expense, contest the amount or validity or application of any such Impositions by appropriate legal proceedings promptly

initiated and conducted in good faith and with due diligence; provided that (i) neither the Real Property nor any part thereof will be in danger of being sold, forfeited, terminated, canceled, or lost as a result of such contest, and (ii) Mortgagee is satisfied that, while any such protest is pending, there will be no impairment of the enforceability, validity, or priority of any of Mortgagee's Liens.

4.6.2. Impounds; Impound Account. Upon the occurrence and during the continuance of an Event of Default and at the request of Mortgagee, Mortgagor will pay to Mortgagee monthly an amount equal to one-twelfth (1/12th) of the annual cost (or such greater amount as may be reasonably necessary for Mortgagee to have on hand sufficient funds to pay the next installment prior to delinquency) of Impositions on the Real Property (but only those Impositions defined in clause (i) of the definition of "Impositions"), together with an amount equal to the premium for hazard and other required insurance in order to accumulate with Mortgagee sufficient funds to pay such Impositions and premiums at least thirty (30) days prior to their respective due dates. Such funds shall be held by Mortgagee on a commingled basis and shall not bear interest. Said accumulated funds shall be paid and applied by Mortgagee with respect to such Impositions and insurance premiums as and when due. Notwithstanding the foregoing, if Mortgagor is paying Impositions and premiums for hazard and other required insurance to Wells Fargo Foothill, Inc. ("Foothill") pursuant to the terms of that certain Mortgage and Fixture Filing with Financing Statement, dated as of the date hereof (the "Foothill Mortgage"), made by Mortgagor to Foothill, then Mortgagor's requirements under this Section 4.6.2 shall be satisfied. If Mortgagee is entitled to request Mortgagor to comply with the terms of this Section 4.6.2 and such payments are not being required by or made to Foothill for any reason, Mortgagor shall promptly comply with the terms of this Section 4.6.2.

Section 4.7. Further Assurances. Mortgagor shall, at its own expense, perform such acts as may be necessary, or that Mortgagee may request at any time, to execute, acknowledge and deliver all such additional papers and instruments (including, without limitation, a declaration of no setoff) and all such further assurances of title and will do or cause to be done all further acts and things as may be proper or reasonably necessary to carry out the purpose hereof and to subject to the Liens hereof any property intended by the terms hereof to be covered thereby and any renewals, additions, substitutions, replacements or betterments thereto.

Section 4.8. Waiver of Offsets.

4.8.1. In the event any tax, stamp tax, assessment water rate, sewer rate, insurance premium, repair, rent charge, debt, claim, inspection, Imposition or lien having priority over the Lien of this Mortgage, or in the event any other amount required to be paid by Mortgagor hereunder shall remain unpaid and Mortgagor is not contesting such amount pursuant to the terms hereof or the Indenture, Mortgagee shall have the right to pay such amount and shall have the right to declare immediately due and payable any such amount so paid. Any amount so paid by Mortgagee shall bear interest at the default interest rate specified in Section 4.1 of the Indenture ("Default Rate") from the date of payment by Mortgagee, shall constitute an additional Secured Obligation secured hereby, prior to any right, title or interest in or claim upon the Mortgage Estate attaching or

accruing subsequent to the Lien of this Mortgage shall be secured by this Mortgage and shall be payable by Mortgagor to Mortgagee within thirty (30) days after receipt by Mortgagor of written demand.

4.8.2. Except as otherwise provided herein, in the Indenture or in the other Security Documents, all sums payable by Mortgagor hereunder or under the other Security Documents shall be paid without relief from valuation and appraisal laws and without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Mortgagor hereunder shall in no way be released, discharged or otherwise affected by reason of (i) any damage to or destruction of or any condemnation or similar taking of the Mortgage Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Mortgage Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Real Property or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Mortgagee, or any action taken with respect to this Mortgage by any trustee or receiver of Mortgagee, or by any court in any such proceeding; (v) any claim which Mortgagor has or might have against Mortgagee; (vi) any default or failure on the part of Mortgagee to perform or comply with any of the terms hereof or of any other agreement with Mortgagor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Mortgagor shall have notice or knowledge of any of the foregoing. Mortgagor waives all rights now or hereafter by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Mortgagor.

Section 4.9. Litigation. Mortgagor will, promptly upon obtaining actual knowledge thereof, give notice in writing to Mortgagee of any litigation commenced that is likely to have a material adverse effect on the Real Property or the Liens created hereby other than unlawful detainer proceedings brought by Mortgagor in connection with the Leases.

Section 4.10. Certain Reports. Mortgagor will, promptly and in any event within fifteen (15) days after actual receipt by Mortgagor thereof, deliver to Mortgagee a copy of any written notice or citation concerning any actual, alleged or suspected violation of any Environmental Requirements or liability of Mortgagor for Environmental Damages in connection with the Real Property or past or present activities of any Person thereon.

Section 4.11. Tax Receipts. Subject to the provisions of Section 4.6 hereof, Mortgagor shall provide to Mortgagee, within thirty (30) days after demand made therefor, bills (which shall be receipted from and after the date receipted bills are obtainable) showing the payment to the extent then, due of all taxes, assessments including those payable in periodic installments), water rates, sewer rates, and/or any other Imposition that have become a lien (other than an inchoate lien) upon the Mortgage Estate.

Section 4.12. FIRPTA Affidavit. Mortgagor hereby represents and warrants to Mortgagee under penalty of perjury that:

- (i) Mortgagor's U.S. Taxpayer Identification Number is 35-1965780;
- (ii) Mortgagor's business address is set forth in the preamble hereto; and
- (iii) Mortgagor is not a "foreign person" within the meaning of Sections 1445 and 7701 of the Code (i.e., Mortgagor is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

Mortgagor agrees to indemnify, defend, protect and hold Mortgagee's agents harmless of, from and against any and all loss, liability, costs, damages, claims or causes of action including reasonable attorneys' fees, costs and expenses which may be actually incurred by Mortgagee or Mortgagee's agents by reason of any failure of any representation or warranty made by Mortgagor in this Section 4.12 to be true and correct in all respects, including, but not limited to, any liability for failure to withhold any amount required under Code Section 1445 in the event of foreclosure or other transfer of the Real Property.

Section 4.13. [Intentionally Omitted]

Section 4.14. Tax Service Contract. At any time after the occurrence of an Event of Default (whether or not such Event of Default is cured), at the request of Mortgagee and at Mortgagor's and/or its permitted successor's sole cost and expense, Mortgagee shall be furnished a tax service contract in form satisfactory to Mortgagee issued by a tax reporting agency satisfactory to Mortgagee which contract shall remain in force until indefeasible discharge in full of the Secured Obligations.

Section 4.15. Liens. Mortgagor shall pay and promptly discharge, at Mortgagor's cost and expense, all Liens upon the Mortgage Estate, or any part thereof or interest therein other than the Permitted Liens. Mortgagor shall have the right to contest in good faith the validity of any such Lien, provided Mortgagor shall first post such bond or furnish such other security as may be reasonably required by Mortgagee or as required by Applicable Laws to release such Lien, and provided, however, that Mortgagor shall thereafter diligently proceed to cause such Lien to be removed and discharged. If Mortgagor shall fail to so diligently proceed or to discharge any such Lien, then, upon the occurrence and continuance of an Event of Default (unless the Real Property is in danger of being sold, forfeited, terminated, canceled or lost as a result of such contest, in which case, Mortgagee may act in the absence of an Event of Default) and in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such Lien by depositing in court a bond for the amount claimed or otherwise giving security for such Lien, or in such manner as is or may be prescribed by law. Any amount so paid by Mortgagee shall bear interest at the Default Rate from the date of payment by Mortgagee, shall constitute an additional Secured Obligation secured hereby, prior to any right, title or interest in or claim upon the Mortgage Estate attaching or accruing subsequent to the Lien of this Mortgage, shall be secured by this Mortgage and shall be payable by Mortgagor to Mortgagee upon demand.

Section 4.16. Inspection. Mortgagor shall permit Mortgagee, upon 24 hours' prior notice, to enter upon and inspect, during normal business hours, the Real Property and the construction and operation thereof for such purposes reasonably deemed necessary by Mortgagee, it being agreed by Mortgagor that Mortgagee's good faith belief of the existence of a past or present release or threatened release of any Hazardous Material into, onto, beneath or from the Real Property shall be conclusively deemed reasonable; provided, however, that no such prior notice shall be necessary and such inspection may occur at any time if (1) Mortgagee reasonably believes that an emergency exists or is imminent or (ii) the giving or delivery of such notice is prohibited or stayed by Applicable Laws.

ARTICLE 5.

[RESERVED]

ARTICLE 6.

NEGATIVE COVENANTS

Mortgagor hereby covenants to and agrees with Mortgagee as follows:

Section 6.1. Restrictive Uses. Mortgagor covenants not to suffer any Liens against the Mortgage Estate (other than Permitted Liens).

Section 6.2. Transferability. Mortgagor shall not suffer or permit any sale, conveyance, mortgage, pledge, hypothecation, encumbrance, lease, assignment or other transfer of the Mortgage Estate or any portion thereof or any interest therein without in each instance obtaining the prior written consent of Mortgagee, except as permitted under the Indenture.

Section 6.3. No Cooperative or Condominium. Mortgagor shall not operate or permit the Real Property to be operated as a cooperative or condominium building or buildings in which the tenants or occupants participate in the ownership, control or management of the Real Property or any part thereof, as tenant stockholders or otherwise.

Section 6.4. Impairment of Mortgage. Mortgagor shall not suffer waste of the Real Property or do or suffer any act or thing to be done, or omit to do any act or thing, if such act or thing, or such forbearance or omission, would materially impair the Real Property or the security of this Mortgage.

Section 6.5. Leases. Mortgagor shall not permit any Leases to exist unless, contemporaneous with the execution and delivery of each such Lease, Mortgagor executes and delivers to Mortgagee an assignment with respect to each such Lease and with respect to rents generated therefrom which is in form and substance reasonably satisfactory to Mortgagee.

ARTICLE 7.

CASUALTIES AND CONDEMNATION

Section 7.1. Casualties. Mortgagor will notify Mortgagee in writing promptly after loss or damage caused by fire, wind or other casualty to the Property (a) that is in excess of \$20,000, or (b) that would individually, or in the aggregate, have a material adverse effect on the value of the Improvements or Real Property or materially and adversely affect Mortgagor's use or operation of the Improvements or Real Property ("Casualty").

7.1.1. Any monies received as payment for any loss under any insurance policy shall be treated in accordance with the applicable provisions of the Indenture and shall be released to Mortgagor or applied as set forth in the applicable provisions of the Indenture.

Section 7.2. Condemnation. Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of all or substantially all of the Real Property, will notify Mortgagee of the pendency of such proceedings. Mortgagee may participate in any such proceedings and Mortgagor from time to time will deliver to Mortgagee all instruments requested by Mortgagee to permit such participation; provided, however, that Mortgagor shall have the sole right to participate in and settle any and all such proceedings unless an Event of Default then exists. In any such condemnation proceedings Mortgagee may be represented by counsel selected by Mortgagee at the sole cost and expense of Mortgagor; provided, however, that Mortgagor shall have the sole right to participate in and settle any and all such proceedings unless an Event of Default then exists. Mortgagor shall cause the net proceeds of any award or compensation or payment in lieu of settlement thereof, to be applied as set forth in the Indenture. To the extent permitted by Applicable Laws, Mortgagor hereby specifically, unconditionally and irrevocably waives all rights of a property owner granted under Applicable Laws which provide for allocation of condemnation proceeds between a property owner and a lienholder.

ARTICLE 8.

REMEDIES OF MORTGAGEE

Section 8.1. Event of Default. Subject to any applicable cure period provided for in the Indenture or in this Mortgage, any of the following shall be deemed to be an "Event of Default" hereunder if not cured within such applicable cure period:

8.1.1. The occurrence of one or more "Events of Default" (as defined in Section 6.1 of the Indenture) shall constitute an Event of Default under this Mortgage (including, without limitation, by reason of any cross-default provisions thereof).

8.1.2. Any transfer of the Real Property or any portion thereof in violation of Section 6.2 hereof.

Section 8.2. Remedies. Mortgagee shall be and hereby is authorized and empowered, for and in the name and on behalf of Mortgagor, and shall be and hereby is irrevocably made, constituted and appointed Mortgagor's true and lawful attorney in fact, coupled with an interest

and with full power of substitution, delegation and revocation, to do the following at any time after and during the continuance of an Event of Default, without notice and demand (except as explicitly provided in an Intercreditor Agreement or as required by law).

8.2.1. In person, by agent, or by a receiver, and without regard to the adequacy of security, the solvency of Mortgagor or any other matter, (i) enter upon and take possession of the property, or any part thereof, in its own name, (ii) inspect the Real Property for the purpose of determining the existence, location, nature and magnitude of any past or present release of Hazardous Materials into, onto, beneath or from the Real Property or (iii) negotiate with Governmental Authorities with respect to compliance with Environmental Requirements, including, but not limited to, spending Rents in connection with any cleanup, remediation or other response action with respect to Hazardous Materials. The entering upon and taking possession of said Real Property as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice, or deprive Mortgagee of the benefits of any indemnity set forth herein;

8.2.2. Commence an action to foreclose this Mortgage in the manner provided by Applicable Laws for the foreclosure of mortgages of real property by judicial foreclosure;

8.2.3. Seek a judgment that Mortgagor has breached its covenants, representations and/or warranties set forth in this Mortgage, or any other Security Document regarding Environmental Requirements and/or Hazardous Materials, by commencing, maintaining and concluding, and enforcing a judgment arising from, an action for breach of contract, without regard to whether Mortgagee has commenced an action to foreclose this Mortgage, and to seek injunctive or other appropriate equitable relief and/or the recovery of any and all Environmental Damages, it being conclusively presumed between Mortgagor and Mortgagee that any reasonable costs advanced or expenses actually incurred by Mortgagee relating to the cleanup, remediation or other response action with respect to the Real Property were made or incurred by Mortgagee in good faith.

8.2.4. Intentionally Omitted.

8.2.5. Declare the Secured Obligations to become immediately due and payable pursuant to Section 6.2 of the Indenture. If the Mortgagee so declares and Mortgagor fails to make such payment as and when due, then Mortgagee may waive its Liens against any parcel of the Real Property or all or any portion of the Fixtures attached to the Real Property, to the extent such property is determined to be environmentally impaired, and exercise any and all rights of an unsecured creditor against Mortgagor and all or any portion of the Collateral for the recovery of any deficiency, including, but not limited to, seeking an attachment order. **MORTGAGOR ACKNOWLEDGES AND AGREES THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXPRESS OR IMPLIED, IN THIS MORTGAGE OR IN ANY OF THE OTHER SECURITY DOCUMENTS (INCLUDING, WITHOUT LIMITATION, ANY NONRECOURSE OR EXCULPATORY LANGUAGE, IF ANY), MORTGAGOR SHALL BE PERSONALLY**

LIABLE FOR ANY RECOVERY DESCRIBED IN THIS PARAGRAPH 8.2.5 AND SUCH LIABILITY SHALL NOT BE LIMITED TO THE AMOUNT OF THE NOTES.

8.2.6. With respect to any Collateral constituting personal property, proceed as to both the real and personal property in accordance with Mortgagee's rights and remedies in respect of the Real Property, or proceed to sell said Collateral constituting personal property separately and without regard to the Real Property in accordance with Mortgagee's rights and remedies; and/or

8.2.7. Pursue any and all other remedies it may have, at law or in equity, or under any other document or instrument, except as otherwise provided in the Indenture.

Section 8.3. Indiana Law. Nothing herein dealing with foreclosure procedures or specifying particular actions to be taken by Mortgagee or by Mortgagor shall be deemed to contradict or add to the requirements and procedures (now or hereafter existing) of Indiana law applicable to this Mortgage at the time of foreclosure, and any such conflict or inconsistency shall be resolved in favor of Indiana law.

Section 8.4. Protection of Security. If an Event of Default shall have occurred and be continuing, then upon at least fifteen (15) days prior written notice to Mortgagor and without releasing Mortgagor from any obligations or defaults hereunder, Mortgagee shall have the right, but not the obligation, to: (i) make payment or otherwise perform such obligations of Mortgagor upon which such Event of Default is based in such manner and to such extent as either may reasonably deem necessary to protect the security hereof, Mortgagee being authorized to enter upon the Real Property for such purpose; (ii) appear in and defend any action or proceeding purporting to affect, in any manner whatsoever, the Secured Obligations, the security hereof or the rights or powers of Mortgagee; (iii) pay, purchase or compromise any encumbrance, charge or lien (other than Permitted Liens); (iv) advance any and all costs and expenses reasonably necessary to cure or pay Environmental Damages or otherwise to comply with Environmental Requirements; and (v) in exercising any such powers, pay necessary expenses, employ counsel and pay attorneys' fees. Mortgagor hereby agrees to repay within thirty (30) days after receipt of written demand all reasonable sums actually expended by Mortgagee pursuant to this Section 8.4 with interest at the Default Rate from the date of expenditure by Mortgagee, and such sums, with interest shall be secured hereby.

Section 8.5. Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee, as a matter of strict right and without regard to the then value of the Real Property, shall have the right to apply, *ex parte* or otherwise and without notice to Mortgagor, notice being hereby expressly waived, to any court having jurisdiction to appoint a Receiver or Receivers of the Real Property, subject to applicable Gaming Laws and Liquor Laws. Any such Receiver or Receivers shall have all the powers and duties of receivers under Applicable Laws in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, and shall continue as such and exercise all such powers until the date of confirmation of sale, unless such receivership is sooner terminated. Mortgagor expressly waives any right to notice and a hearing prior to the appointment of a receiver.

Section 8.6. Curing of Defaults.

8.6.1. If Mortgagor shall at any time fail to perform or comply with any of the terms, covenants and conditions required on Mortgagor's part to be performed and complied with under this Mortgage or any other Security Document relating to the Mortgage Estate (after the lapse of any cure period provided therein), then Mortgagee shall have the right, but not the obligation, upon the occurrence and during the continuance of an Event of Default, without waiving or releasing any of the Secured Obligations, to:

8.6.1.1. make any payments thereunder payable by Mortgagor and take out, pay for and maintain any of the insurance policies provided for therein, and/or after the expiration of any applicable grace period and subject to Mortgagor's rights to contest certain obligations specifically granted hereby, perform any such other acts thereunder on the part of Mortgagor to be performed and enter upon the Real Property and incur reasonable attorneys' fees and expenses for such purpose.

8.6.1.2. The making by Mortgagee of such payment out of Mortgagee's own funds shall not, however, be deemed to cure such default by Mortgagor, and the same shall not be so cured unless and until Mortgagor shall have reimbursed Mortgagee within the applicable cure period for such payment including interest at the Default Rate from the date of such expenditure. All sums so paid and all reasonable costs and expenses actually incurred and paid by Mortgagee, in connection with the performance of any such act, together with interest on unpaid balances thereof at the Default Rate from the respective dates of Mortgagee's making of each such payment, shall be secured by the lien of this Mortgage, prior to any right, title or, interest in or claim upon the Real Property attaching or accruing subsequent to the lien of this Mortgage and shall be payable by Mortgagor to Mortgagee within thirty (30) days after receipt of written demand.

Section 8.7. Remedies Cumulative. All remedies of Mortgagee and all other rights and provided for herein are cumulative and shall be in addition to any remedies provided in the other Security Documents or provided by Applicable Laws, including any banker's lien and right of offset. The exercise of any right or remedy by Mortgagee hereunder shall not in any way constitute a cure or waiver of default hereunder or under the Security Documents, or invalidate any act done pursuant to any notice of default, or prejudice Mortgagee in the exercise of any of its rights hereunder or under the other Security Documents unless, in the exercise of said rights, all Secured Obligations are fully discharged.

ARTICLE 9.

FIXTURE FILING

Section 9.1. [Intentionally Omitted]

Section 9.2. [Intentionally Omitted]

Section 9.3. [Intentionally Omitted]

Section 9.4. [Intentionally Omitted]

Section 9.5. Fixture Filing.

9.5.1. This Mortgage shall be effective as a Financing Statement filed as a fixture filing from the date of the recording hereof in accordance with the Uniform Commercial Code. In connection therewith, the addresses of Mortgagor as debtor ("Debtor") and Mortgagee as secured party ("Secured Party") are set forth in the Preamble to this Mortgage. The address of Mortgagee, as the Secured Party, is also the address from which information concerning the security interest may be obtained by any interested party.

9.5.1.1. The property subject to this fixture filing is described in Section 9.1 and Granting Clause Two of this Mortgage, to the fullest extent permitted under the Uniform Commercial Code.

9.5.1.2. Portions of the property subject to this fixture filing as identified in Section 9.5.1.1 above are or are to become fixtures related to the real estate described on Exhibit A to this Mortgage.

9.5.1.3. Secured Party is: The Bank of New York Trust Company, N.A., as Trustee.

9.5.1.4. Debtor is: Buffington Harbor Riverboats, L.L.C., a Delaware limited liability company.

9.5.1.5. The record owner or lessee of the Real Property is: Buffington Harbor Riverboats, L.L.C., a Delaware limited liability company.

9.5.1.6. Debtor Organizational Number is IN 4372923.

9.5.2. In the event Mortgagor shall fail beyond any applicable notice and grace periods, to make any payment or perform any covenant related to any security interest in favor of any Person other than Mortgagee, Mortgagee may, at its option, at any time without prior notice to Mortgagor, pay the amount secured by such security interest, and the amount so paid shall be (i) secured by this Mortgage and shall be a lien on the Real Property enjoying the same priorities vis-a-vis the estates and interests encumbered hereby as this Mortgage, (ii) added to the amount of the Secured Obligations, and (iii) payable upon written demand with interest at the Default Rate from the time of such payment; or, upon and during the continuance of an Event of Default, Mortgagee shall have the privilege of acquiring by assignment from the holder of such security interest any and all contract rights, accounts receivable, chattel paper, negotiable or non-negotiable instruments and other evidence of Mortgagor's indebtedness secured by such fixtures, and, upon acquiring such interest by assignment, shall have the right to enforce

the security interest as assignee thereof, in accordance with the terms and provisions of the UCC, as amended or supplemented, and in accordance with other Applicable Laws.

Section 9.6. Applicable Gaming Laws and Liquor Laws. All rights, remedies, and powers provided in this Mortgage relative to the Collateral may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provision of the applicable Gaming Laws and Liquor Laws and all provisions of this Mortgage relative to the Collateral are intended to be subject to all applicable mandatory provisions of the applicable Gaming Laws and Liquor Laws and to be limited solely to the extent necessary to not render the provisions of this Mortgage invalid or unenforceable, in whole or in part. Mortgagee will timely apply for and receive all required approvals of the applicable Gaming Authority and Liquor Authority for the sale or other disposition of gaming equipment regulated by applicable Gaming Laws and Liquor Laws (including any such sale or disposition of gaming equipment consisting of slot machines, gaming tables, cards, dice, gaming chips, player tracking systems, and all other "gaming devices" (as such term or words of like import referring thereto are defined in the applicable Gaming Laws and Liquor Laws), and "associated equipment" (as such term or words of like import referring thereto are defined in the applicable Gaming Laws) and of the Liquor Authorities under Liquor Laws for the sale of liquor and other alcoholic beverages, to the extent that any of the foregoing takes place on the Mortgage Estate.

ARTICLE 10.

**Document is
INTENTIONALLY OMITTED
NOT OFFICIAL!**

ARTICLE 11.

**This Document is the property of
the Indiana Bar Center!
ENVIRONMENTAL MATTERS**

Section 11.1. Representations and Warranties. Except as specifically disclosed in the Indenture and as set forth on Schedule 11.1 hereto, Mortgagor represents and warrants as of the date hereof as follows:

11.1.1. Mortgagor (i) has obtained all material permits, licenses and other authorizations that are required with respect to the operation of its business, property and assets under the Environmental Requirements and is in substantial compliance with all terms and conditions thereof, and (ii) is in substantial compliance with all Environmental Requirements (including, without limitation, compliance with standards, schedules and timetables therein);

11.1.2. No portion of the Mortgage Estate is listed or proposed for listing on the National Priorities List or the Comprehensive Environmental Response, Compensation, and Liability Information System, both promulgated under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), or on any other state or local list established pursuant to any Environmental Requirement, and Mortgagor has not received any notification of potential or actual liability or request for information under CERCLA or any comparable state or local law;

11.1.3. To the knowledge of Mortgagor, no underground storage tank or other underground storage receptacle, or related piping, is located on the Real Property;

11.1.4. To the knowledge of Mortgagor, there have been no releases i.e., any past or present releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping, on-site or, to the knowledge of the Mortgagor after due inquiry, off-site) of Hazardous Materials at, on, under, from or into the Real Property;

11.1.5. There is no written, or to the knowledge of Mortgagor, any Environmental Claim pending, or, to the knowledge of Mortgagor, threatened against any of them, and to the knowledge of Mortgagor, neither Mortgagor nor any person or entity whose liability Mortgagor has retained or assumed either contractually or by operation of law has any liability, absolute or contingent, under any Environmental Law; and

11.1.6. To the knowledge of Mortgagor, there are no events, activities, practices, incidents or actions or conditions, circumstances or plans that may interfere with or prevent compliance by Mortgagor with any Environmental Law, or that may give rise to any Environmental Claim or liability under any Environmental Laws;

11.1.7. Mortgagor has not received any communication (written or, to the knowledge of Mortgagor, oral), whether from a governmental authority, citizens group, employee or otherwise, that alleges that Mortgagor or the Real Property is not in substantial compliance with any Environmental Requirement, and there are no known circumstances that may prevent or interfere with such substantial compliance in the future.

11.1.8. Mortgagor has provided or made available to Mortgagee all assessments, reports, data, results of investigations or audits, and other information that is in the possession of or reasonably available to Mortgagor regarding environmental matters pertaining to, or the environmental condition of, the Land and the business of Mortgagor, or the compliance (or noncompliance) of the Land and Mortgagor with any Environmental Requirements.

11.1.9. Mortgagor is not required by virtue of the transactions set forth herein and contemplated hereby, or as a condition to the effectiveness of any transactions contemplated hereby, (i) to perform a site assessment for Hazardous Materials, (ii) to remove or remediate Hazardous Materials, (iii) to give notice to or receive approval from any Governmental Authority under Environmental Requirements, or (iv) to record or deliver to any person or entity any disclosure document or statement pertaining to environmental matters.

11.1.10. The above representations and warranties contained in this Section 11.1 shall survive the termination, release and/or reconveyance of this Mortgage and discharge of Mortgagor's other obligations hereunder.

11.1.11. The Real Property is not "property" as such term is used in the Indiana Responsible Property Transfer Law, IC 13-25-3-1 et. seq.

11.1.12. To the best of Mortgagor's knowledge, each of the statements set forth on Schedule 11.1 is true and correct in all material respects.

Section 11.2. Environmental Covenants. Except with respect to matters which occurred on or before the date hereof which are specifically disclosed on Schedule 11.1, Mortgagor shall at all times comply with the following requirements; provided, however, that in connection with the non-compliance with any of the provisions contained in Sections 11.2.1 through 11.2.4, inclusive, no breach shall be deemed to have occurred if Mortgagor complies with the requirements of Section 11.2.5 with respect thereto:

11.2.1. Mortgagor shall not cause or permit any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, within or beneath the Real Property or any portion thereof by Mortgagor, its agents, employees, contractors, or invitees, or any other person, except in compliance with all Environmental Requirements and only in the course of such person's legitimate business operations at the Real Property (which shall not include any business for treatment, storage, disposal, discharge, release, production, manufacture, generation, refinement or use of Hazardous Materials).

11.2.2. Mortgagor shall not cause or permit the existence or the commission by Mortgagor, its agents, employees, contractors or invitees, or by any other person of a material violation of any Environmental Requirements upon, within or beneath the Real Property or any portion thereof.

11.2.3. Mortgagor shall not dispose of, discharge or release or cause or permit the disposal, discharge or release of any Hazardous Materials from the Real Property into any Public Waters in violation of any Environmental Requirements.

11.2.4. Mortgagor shall not create or suffer to exist with respect to the Real Property or permit any of its agents to create or suffer to exist any environmental lien, security interest or other charge or encumbrance of any kind (other than a Permitted Lien) arising under any Environmental Requirement, including, without limitation, any lien imposed pursuant to Section 107(f) of the Superfund Amendment and Reauthorization Act of 1986 (42 U.S.C. Section 9607(1)) or any similar state statute.

11.2.5. Mortgagor shall, at its sole cost and expense, promptly take any and all actions required by any federal, state or local governmental agency or political subdivision (as hereinafter provided) to mitigate Environmental Damages, which requirements or necessity arise from the presence upon, about or beneath the Real Property, of Hazardous Materials or a violation of Environmental Requirements or the disposal, discharge or release of Hazardous Materials from the Real Property into the Public Waters. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Real Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or restoration work, whether on or off of the Real Property (provided that Mortgagor shall be obligated to take actions off of the Real Property only if Mortgagor shall have the legal right to do so and shall be expressly

required to do so by Environmental Requirements). Mortgagor shall take all actions as are reasonably necessary to restore the Real Property or the Public Waters to substantially the condition existing prior to the introduction of Hazardous Material by Mortgagor upon, about or beneath the Real Property, notwithstanding any lesser standard of remediation allowable under Applicable Laws or governmental policies, but recognizing the economic impracticability or remediating to a level where Hazardous Materials are no longer detectable. Mortgagor shall proceed continuously and diligently with such investigatory and remedial actions, provided that in all cases such actions shall be in accordance with Applicable Laws. Any such actions shall be performed in a good, safe and workmanlike manner and shall minimize any impact on the business conducted at the Real Property. Mortgagor shall pay all Environmental Damages in connection with such investigatory and remedial activities, including, but not limited to, all power and utility costs, and any and all taxes or fees that may be applicable to such activities. Mortgagor shall promptly provide to Mortgagee copies of testing results and reports that are generated in connection with the above activities. Promptly upon completion of such investigation and remediation, Mortgagor shall permanently seal or cap all monitoring wells and test holes to industrial standards in compliance with Applicable Laws and regulations, remove all associated equipment, and restore the Real Property to the extent reasonably possible, which shall include, without limitation, the repair of any surface damage, including paving, caused by such investigations or remediation hereunder. Upon reasonable notice and at reasonable times (except in cases of emergency or imminent threat of harm to human health or the environment), the Indemnitees (as defined in Section 11.2.7 of this Mortgage) shall have the right but not the obligation to enter upon the Real Property to assess any and all aspects of the environmental condition of the Real Property and its use, including conducting environmental assessments, audit and sampling (including, but not limited to soil and groundwater sampling if Indemnitees have a reasonable belief that such soil or groundwater may be contaminated) not more than once a year, except where Indemnitees have a reasonable belief that a release of Hazardous Materials or a violation of Environmental Requirements has occurred or is likely to occur, all at the expense of Mortgagor. Mortgagor and Mortgagee shall cooperate in choosing consultants to conduct such work and Mortgagor shall provide access to the Indemnitees and their agents, representatives, consultants and employees (together, the "Indemnitees" for purposes of this Section 11.2.5) in connection with such investigations. In the event that Mortgagor fails to fulfill its obligations under this Mortgage relating to environmental matters, including this Section 11.2.5, following the expiration of thirty (30) days written notice by Mortgagee of its intent to invoke its rights under this Section, unless Mortgagee has a reasonable belief that a more immediate response is required under Environmental Requirements, Mortgagee shall have the right to undertake any action necessary or prudent under Environmental Requirements, and shall have the right to pursue any and all legal theories and remedies provided by law or contract to enforce the covenants in this Section 11.2 and the other provisions of this Article 11. Nothing in this Mortgage shall be deemed to create, or construed as creating, any liability of the Indemnitees under Environmental Requirements for environmental conditions relating to the Real Property.

11.2.6. If Mortgagor shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of any

Environmental Requirements or Environmental Claim or liability of Mortgagor for Environmental Damages in connection with the Real Property or past or present activities of any person thereon, including, but not limited to, notice or other communication concerning any actual or threatened investigation, inquiry, lawsuit, claim, citation, directive, summons, proceedings, complaint, notice, order, writ or injunction, relating to same, then Mortgagor shall deliver to Mortgagee, within seven (7) days of the receipt of such notice or communication by Mortgagor, a written description of said violation, liability, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not be deemed to create any obligation on the part of Mortgagee to defend or otherwise respond to any such notification.

11.2.7. Mortgagor agrees to indemnify, reimburse, defend, exonerate, pay and hold harmless Mortgagee, its successors and assigns, the Holders, and their respective directors, officers, shareholders, employees, agents, contractors, subcontractors, experts, licensees, affiliates, lessees, trustees, and invitees (collectively, the "**Indemnitees**") from and against any and all Environmental Claims and Environmental Damages arising in any manner whatsoever out of Environmental Requirements pertaining to the Real Property and the activities thereon, whether foreseeable or unforeseeable, and regardless of when such Environmental Claims arose and Environmental Damages occurred, except to the extent directly caused by the gross negligence or willful misconduct of Indemnitees. The indemnity obligations of Mortgagor contained in this Section 11.2.7 shall survive the termination, release and/or reconveyance of this Mortgage and the discharge of Mortgagor's other obligations hereunder.

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ARTICLE 12.

MISCELLANEOUS

Section 12.1. Mortgagee's Expenses, Including Attorneys' Fees. Regardless of the occurrence of a Default or Event of Default, Mortgagor agrees to pay to Mortgagee any and all advances, charges, costs and expenses, including, without limitation, the reasonable fees and expenses of counsel and any experts or agents, that Mortgagee may reasonably incur in connection with (i) the administration of this Mortgage, including any amendment thereto or any workout or restructuring, (ii) the creation, perfection or continuation of the Lien of this Mortgage or protection of its priority or the Mortgage Estate, including the discharging of any prior or junior Lien or adverse claim against the Mortgage Estate or any part thereof that is not permitted hereby or by the Indenture, (iii) the custody, preservation or sale of, collection from, or other realization upon, any of the Mortgage Estate, (iv) the exercise or enforcement of any of the rights, powers or remedies of Mortgagee under this Mortgage or under Applicable Laws (including attorneys' fees and expenses incurred by Mortgagee in connection with the operation, maintenance or foreclosure of the Lien of this Mortgage) or any bankruptcy proceeding or (v) the failure by Mortgagor to perform or observe any of the provisions hereof. All such amounts and all other amounts payable hereunder shall be payable on demand, together with interest at the Default Rate.

Section 12.2. Indemnity. Mortgagor hereby agrees to indemnify and hold harmless the Indemnitees against (i) any and all transfer taxes, documentary taxes, assessments or charges made by any Governmental Authority by reason of the execution and delivery of this Mortgage and the other Security Documents, and (ii) any and all claims, actions, liabilities, costs and expenses of any kind or nature whatsoever (including reasonable fees and disbursements of counsel) that may be imposed on, incurred by, or asserted against any of them, in any way relating to or arising out of this Mortgage or any action taken or omitted by them hereunder, except to the extent that they resulted from the gross negligence or willful misconduct of any such Indemnitee.

Section 12.3. Waivers' Modifications in Writing. No amendment of any provision of this Mortgage (including a waiver thereof or consent relating thereto) shall be effective unless the same shall be in writing and signed by Mortgagee and Mortgagor. Any waiver or consent relating to any provision of this Mortgage shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Mortgagor in any case shall entitle Mortgagor to any other or further notice or demand in similar circumstances, except as otherwise provided herein or as required by law.

Section 12.4. Cumulative Remedies; Failure or Delay. The rights and remedies provided for under this Mortgage are cumulative and are not exclusive of any rights and remedies that may be available to Mortgagee under Applicable Laws, the other Security Documents or otherwise. No failure or delay on the part of Mortgagee in the exercise of any power, right or remedy under this Mortgage shall impair such power, right or remedy or shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude other or further exercise of such or any other power, right or remedy.

Section 12.5. Successors and Assigns. This Agreement shall be binding upon and, subject to the next sentence, inure to the benefit of Mortgagor and Mortgagee and their respective successors and assigns. Except as expressly permitted under the Indenture, Mortgagor shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of Mortgagee. The benefits of this Mortgage shall pass automatically with any assignment of the Secured Obligations (or any portion thereof), to the extent of such assignment.

Section 12.6. Independence of Covenants. All covenants under this Mortgage shall each be given independent effect so that, if a particular action or condition is not permitted by any such covenant, the fact that it would be permitted by another covenant or by an exception thereto shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists.

Section 12.7. Change of Law. In the event of the passage, after the date of this Mortgage, of any law changing in any way the laws now in force for the taxation of mortgages, deeds of trust or debts secured by mortgages or deeds of trust (other than laws imposing taxes on income), or the manner of the collection of any such taxes, so as to affect adversely the rights of Mortgagee under this Mortgage, then an Event of Default shall be deemed to have occurred under Section 6.1 of the Indenture; provided, however, that no Event of Default shall be deemed to have occurred (i) if Mortgagor, within thirty (30) days after the passage of such law, shall assume the payment of any tax or other charge so imposed upon Mortgagee for the period

remaining until discharge in full of the Secured Obligations; provided, however, that such assumption is permitted by Applicable Laws, (ii) if the adverse effect upon Mortgagee of such tax or other charge is not material, or (iii) if and so long as Mortgagor, at its expense, shall contest the amount or validity or application of any such tax or other charge by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence; provided that (A) neither the Real Property nor any substantial part thereof will be in danger of being sold, forfeited, terminated, canceled, or lost as a result of such contest and (B) except in the case of a tax or charge junior to the Lien of this Mortgage, Mortgagor shall have posted such bond or furnished such other security as may be required by law to release such tax or charge.

Section 12.8. No Waiver. No waiver by Mortgagee of any Default or breach by Mortgagor hereunder shall be implied from any omission by Mortgagee to take action on account of such Default if such Default persists or is repeated, no express waiver shall affect any Default other than the Default in the waiver, and such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Mortgagee to or of any act by Mortgagor requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

Section 12.9. Notices. All notices and other communications under this Mortgage shall be in writing and shall be personally delivered or sent by prepaid courier, by overnight, registered or certified mail (postage prepaid) or by prepaid telex, facsimile or telegram, and shall be deemed given when received by the intended recipient thereof. Unless otherwise specified in a notice given in accordance with the foregoing provisions of this Section 12.9, notices and other communications shall be given to the parties hereto at their respective addresses (or to their respective telex or facsimile numbers) indicated in Section 11.2 of the Indenture.

Section 12.10. References to Foreclosure. References hereto to "foreclosure" and related phrases shall be deemed references to the appropriate procedure in connection with any judicial foreclosure proceeding, and any deed given in lieu of any such judicial foreclosure.

Section 12.11. Joinder of Foreclosure. Should Mortgagee hold any other or additional security for the payment and performance of any Secured Obligation, its sale or foreclosure, upon any default in such payment or performance, in the sole discretion of Mortgagee, may be prior to, subsequent to, or joined or otherwise contemporaneous with any sale or foreclosure hereunder. Except as otherwise provided in the Indenture, in addition to the rights herein specifically conferred, Mortgagee, at any time and from time to time, may exercise any right or remedy now or hereafter given by Applicable Laws to beneficiaries under deeds of trust generally, or to the holders of any obligations of the kind hereby secured.

Section 12.12. Rights and Obligations of Mortgagee. At any time or from time to time, without liability therefor and without notice, and without releasing or otherwise affecting the liability of any Person for payment of any Secured Obligations, Mortgagee at its sole discretion and only in writing may subordinate the Liens or either of them, or charge hereof to the extent not prohibited by the Indenture. Mortgagee shall however, promptly upon Mortgagor's request from time to time, join in the following actions (including the execution and delivery of

documents) as Mortgagor determines are reasonably necessary for the development, use and operation of the Mortgage Estate: (i) the making of any map or plat of the Real Property, (ii) the granting, creating, amending and modifying of any customary easements, covenants, conditions and restrictions with respect to the Real Property and (iii) the application for and prosecution of any development building, use and similar permits and land use and utility approvals and installations regarding the Real Property; provided, however, that Mortgagee shall not be required to join in or take any such action (a) while an Event of Default exists, (b) to the extent such action would impair the Liens of this Mortgage or the first priority thereof or (c) to the extent prohibited by the Indenture. Any such request shall be accompanied by an Officer's Certificate (as defined in the Indenture).

Section 12.13. Copies. Mortgagor will promptly give to Mortgagee copies of all notices of violations relating to the Real Property that Mortgagor receives from any Governmental Authority.

Section 12.14. Subordination. At the option of Mortgagee, this Mortgage shall become subject and subordinate in whole or in part (but not with respect to priority of entitlement to any insurance proceeds, damages, awards, or compensation resulting from damage to the Real Property or condemnation or exercise of power of eminent domain), to any and all easements, contracts of sale and/or any and all leases of all or any part of the Real Property upon the execution by Mortgagee and recording thereof in the Office of the Recorder of Lake County, Indiana of a unilateral declaration to that effect. Mortgagee may require the issuance of such title insurance endorsements to the Title Policy in connection with any such subordination as Mortgagee, in its judgment, shall determine are appropriate, and Mortgagor shall be obligated to pay any cost or expense incurred in connection with the issuance thereof.

Section 12.15. Personal Property Security Instruments. Mortgagor covenants and agrees that if Mortgagee at any time holds additional security for any Secured Obligations secured hereby, it may enforce the terms thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder, and may apply the proceeds upon the Secured Obligations without affecting the status or of waiving any right to exhaust all or any other security, including the security hereunder, and without waiving any breach or Default or any right or power whether exercised hereunder or contained herein or in any such other security.

Section 12.16. Suits to Protect Real Property. Mortgagor covenants and agrees to appear in and defend any action or proceeding the consequence of which, if successful, would be that the Liens, or either of them, of this Mortgage would not satisfy the requirements as to extent, perfection or priority set forth in the Indenture; and to pay all reasonable costs and expenses actually incurred by Mortgagee, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Mortgagee and/or Mortgagee may appear or be made a party.

Section 12.17. Mortgagor Waiver of Rights. Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before sale of any portion of the Mortgage Estate, and (ii) the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement of the Secured Obligations or creating or

extending a period of redemption from any sale made in collecting said debt. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation stay, extension or redemption, or rights of homestead, and Mortgagor, for Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns, and for any and all Persons ever claiming any interest in the Mortgage Estate, to the extent permitted by Applicable Laws, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, marshaling and homestead in the event of foreclosure of the liens hereby created. If any law referred to in this Section 12.17 and now in force, of which Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns or other Person might take advantage despite this Section 12.17, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section 12.17. To the extent permitted by Applicable Laws, Mortgagor expressly waives and relinquishes any and all rights and remedies which Mortgagor may have or be able to assert by reason of the laws of the State of Indiana pertaining to the rights and remedies of sureties.

Section 12.18. Charges for Statements. Mortgagor agrees to pay Mortgagee's customary charge, to the maximum amount permitted by Applicable Laws, for any statement regarding the Secured Obligations requested by Mortgagor or in its behalf.

Section 12.19. Complete Agreement. This Mortgage together with the exhibits and schedules hereto, and the other Security Documents, is intended by the parties as a final expression of their agreement regarding the subject matter hereof and is intended as a complete and exclusive statement of the terms and conditions of such agreement.

Section 12.20. Payments Set Aside. Notwithstanding anything to the contrary herein contained, this Mortgage, the Secured Obligations and the Lien and Security Interest of this Mortgage shall continue to be effective or be reinstated, as the case may be, if at any time any payment, or any part thereof, of any or all of the Secured Obligations is rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be restored or returned by Mortgagee in connection with any bankruptcy, reorganization or similar proceeding involving Mortgagor, any other party liable with respect to the Secured Obligations or otherwise, if the proceeds of the Mortgage Estate are required to be returned by Mortgagee under any such circumstances, or if Mortgagee reasonably elects to return any such payment or proceeds or any part thereof in its discretion, all as though such payment had not been made or such proceeds not been received. Without limiting the generality of the foregoing, if prior to any such rescission, invalidation, declaration, restoration or return, this Mortgage shall have been terminated and/or released and the Lien and Security Interest or any of the Mortgage Estate shall have been released or terminated in connection with such termination and/or release, this Mortgage and the Lien and Security Interest and such portion of the Mortgage Estate shall be reinstated in full force and effect, and such prior termination and/or release shall not diminish, discharge or otherwise affect the obligations of Mortgagor in respect of the amount of the affected payment or application of proceeds, the Lien, the Security Interest or such portion of the Mortgage Estate.

Section 12.21. Substitution. Intentionally Omitted.

Section 12.22. Choice of Forum.

12.22.1. Subject to Section 12.22.2. and Section 12.22.3, all actions or proceedings arising in connection with this Mortgage shall be tried and litigated in state or Federal courts located in the County of Lake, State of Indiana, unless such actions or proceedings are required to be brought in another court to obtain subject matter jurisdiction over the matter in controversy. MORTGAGOR WAIVES ANY RIGHT IT MAY HAVE THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT IT IS NOT SUBJECT TO THE JURISDICTION OF SUCH COURTS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 12.22.1.

12.22.2. Nothing contained in this Section shall preclude Mortgagee from bringing any action or proceeding arising out of or relating to this Mortgage in any court not referred to in Section 12.22.1. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST MORTGAGOR, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ITS ADDRESS INDICATED IN SECTION 12.9 HEREOF.

12.22.3. Intentionally Omitted.

Section 12.23. Regulatory Matters. Whenever in this Mortgage a right is given to Mortgagee, which right is affected by applicable Gaming Laws or Liquor Laws or the enforcement of which is subject to applicable Gaming Laws or Liquor Laws, the enforcement of any such right shall be subject to applicable Gaming Laws and Liquor Laws and approval, if so required, of the applicable Gaming Authorities or Liquor Authorities.

Section 12.24. Guarantor Waivers. If and to the extent that Mortgagor (for the purposes of this Section 12.24, "Guarantor") would be deemed or construed to be a guarantor or surety under Applicable Laws with respect to its obligations hereunder, Guarantor hereby agrees as follows:

12.24.1. Guarantor expressly agrees that until each and every term, covenant and condition of this Mortgage is fully performed, Guarantor shall not be released by any act or event which, except for this provision of this Mortgage might be deemed a legal or equitable discharge or exoneration of a surety, or because of any waiver, extension, modification, forbearance or delay or other act or omission of Mortgagee or its failure to proceed promptly or otherwise as against Borrowers or any other Guarantor, as the case may be (individually and collectively, in its or their capacity as the entity or entities the obligations of which are guaranteed hereunder by Guarantor, the "Principal") or Guarantor, or because of any action taken or omitted or circumstance which might vary the risk or affect the rights or remedies of Guarantor as against the Principal, or because of any further dealings between the Principal and Mortgagee, whether relating to this Mortgage or otherwise. Guarantor hereby expressly waives and surrenders any defense to Guarantor's liability under this Mortgage based upon any of the foregoing acts, omissions, things, agreements, waivers or any of them. It is the purpose and intent of this Mortgage that the obligations of Guarantor under it shall be absolute and unconditional under any and all circumstances, subject to and in accordance with the terms and conditions of this Mortgage.

12.24.2. Without in anyway limiting the provisions of Section 12.24.1, Guarantor waives:

12.24.2.1. all statutes of limitations as a defense to any action or proceeding brought against Guarantor by Mortgagee, to the fullest extent permitted by Applicable Laws.

12.24.2.2. any right it may have to require Mortgagee to proceed against the Principal or pursue any other remedy in Mortgagee's power to pursue, it being acknowledged and agreed that the obligations of Guarantor hereunder are independent of the obligations of the Principal hereunder, and Mortgagee shall not be required to make any demand upon, exercise any right to declare a default by, or proceed against, the Principal prior to proceeding against Guarantor to the full extent of Guarantor's obligations hereunder,

12.24.2.3. any defense based on any legal disability of the Principal and any discharge, release or limitation of the liability of the Principal to Mortgagee, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that Guarantor's obligations exceed or are more burdensome than those of the Principal;

12.24.2.4. all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of indebtedness, and demands and notices of every kind;

12.24.2.5. any defense based on or "arising out of" any defense that the Principal may have to the payment or performance of any obligation set forth in this Mortgage and

12.24.2.6. until all obligations under this Mortgage have been paid and performed in full, all rights of subrogation and all rights to enforce any remedy that Guarantor may have against the Principal, all regardless of whether Guarantor may have made any payments to Mortgagee.

12.24.3. Guarantor assumes full responsibility for keeping informed of the financial condition and business operations of the Principal and all other circumstances affecting the Principal's ability to pay for and perform its obligations, and agrees that Mortgagee shall have no duty to disclose to Guarantor any information which Mortgagee may receive about the Principal's financial condition, business operations, or any other circumstances bearing on its ability to perform.

12.24.4. Notwithstanding anything to the contrary provided elsewhere herein, in no event shall Guarantor have any liability under this Mortgage beyond its interest in the Real Property, and in no event shall Guarantor's obligations hereunder be enforced against any property of Guarantor other than its interest in the Real Property.

Section 12.25. Release. In the event that Mortgagor is released and discharged from all of the Secured Obligations pursuant to the Security Documents, or as otherwise provided in the Indenture, Mortgagee hereby agrees to release, without warranty, the lien of this Mortgage.

Section 12.26. Future Advances. Mortgagor and Mortgagee agree and acknowledge that Mortgagee may elect to make additional advances under the terms of the Indenture or otherwise, and that any such future advances shall be subject to, and secured by, this Mortgage. Should the Secured Obligations decrease or increase at any time or from time to time, this Mortgage shall retain its priority position of record until (a) the termination of the Indenture, (b) the full, final and complete payment of all the Secured Obligations, and (c) the full release and termination of the liens and security interests created by this Mortgage. The aggregate unpaid principal amount of the Secured Obligations outstanding at any particular time (after having given effect to all advances and all repayments made prior to such time) which is secured by this Mortgage shall not aggregate in excess of \$300,000,000. Such amount does not in any way imply that Mortgagee is obligated to make any future advances to Mortgagor at any time unless specifically so provided in the Indenture or any of the Security Documents or other documents or instruments executed in connection therewith.


Section 12.27. WAIVER OF TRIAL BY JURY. MORTGAGOR AND MORTGAGEE WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION UNDER THIS MORTGAGE OR ANY OTHER SECURITY DOCUMENT OR ANY OTHER ACTION ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR ACTIONS.

Section 12.28. Indenture Rights. In connection with its execution and acting hereunder, the Mortgagee shall be entitled to all rights, privileges, protections, immunities, benefits and indemnities provided to it under the Indenture.



IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed on the day and year set forth below, to be effective as of the day and year first above written.

BUFFINGTON HARBOR RIVERBOATS, L.L.C.,
a Delaware limited liability company

By: 
Printed Name: Monelle R. Sherman
Title: Secretary



STATE OF Michigan)
) SS.
COUNTY OF Wayne)

Before me, a Notary Public in and for the State of Michigan, personally appeared Michelle R. Sherman, the Secretary of Buffington Harbor Riverboats, L.L.C., a Delaware limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 19 day of January, 2009.

Angela Bell Palmer
Notary Public

Angela Bell Palmer
Printed

My Commission Expires: _____

I am a resident of _____

Document is NOT OFFICIAL
ANGELA BELL PALMER
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 23, 2010
Acting in the County of Wayne
This Document is the property of
the Lake County Recorder!



This instrument prepared by and after recording should be returned to Mark D. Grant, Esq., ICE MILLER LLP, One American Square, Suite 3100, Indianapolis, Indiana 46282-0200.

EXHIBIT A

PARCEL ONE ("HOTEL PARCEL"):

A parcel of land in Fractional Section 23, 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 Buffington Harbor Riverboats, L.L.C., as recorded in Lake County Document Number 95067683, Parcel 2, and in Lake County Document Number 96052358, Exhibit A, Parcel 4), more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Fractional Section 23, said corner being 2641.10 feet Northerly of the Southwest corner of said Section; thence North 00 degrees 23 minutes 05 seconds West along the West line of said Section a distance of 79.78 feet to the Southwesterly corner of said Parcel 2 as recorded in Lake County Document 95067683; thence continuing North 00 degrees 23 minutes 05 seconds West along the West line of said Parcel a distance of 108.12 feet to the Northwesterly corner of said Parcel; thence South 38 degrees 53 minutes 27 seconds East along a Northeasterly line of said Parcel a distance of 883.40 feet to corner of said Parcel; thence South 47 degrees 00 minutes 19 seconds East along a Northeasterly line of said Parcel a distance of 1539.00 feet to a corner of said Parcel; thence North 43 degrees 05 minutes 41 seconds East along a Northwesterly line of said Parcel a distance of 292.90 feet to a corner of said Parcel; thence South 54 degrees 06 minutes 39 seconds East along a Northeasterly line of said Parcel a distance of 662.68 feet to the point of beginning of this description;

1. thence South 54 degrees 06 minutes 39 seconds East a distance of 296.97 feet;
2. thence South 65 degrees 25 minutes 55 seconds East a distance of 53.53 feet;
3. thence South 70 degrees 15 minutes 11 seconds East a distance of 56.52 feet;
4. thence South 54 degrees 04 minutes 20 seconds East a distance of 103.67 feet;
5. thence South 46 degrees 56 minutes 38 seconds East a distance of 102.87 feet;
6. thence South 54 degrees 20 minutes 39 seconds East a distance of 79.99 feet;
7. thence South 43 degrees 05 minutes 41 seconds West a distance of 79.75 feet;
8. thence North 46 degrees 54 minutes 19 seconds West a distance of 34.88 feet;
9. thence South 84 degrees 41 minutes 11 seconds West a distance of 257.02 feet;
10. thence North 55 degrees 18 minutes 49 seconds West a distance of 227.16 feet;
11. thence North 15 degrees 18 minutes 49 seconds West a distance of 295.96 feet;
12. thence North 43 degrees 05 minutes 02 seconds East a distance of 50.13 feet to the point of beginning.

PARCEL TWO ("BHR PARCELS"):

Non-exclusive rights of ingress and egress as contained in paragraphs TWO A and TWO B, which includes the non-exclusive use of Buffington Harbor Drive, a private roadway, and utility access as contained in paragraph TWO D, and subject to the provisions, of the Lease by and

between Buffington Harbor Riverboats, L.L.C. and Trump Indiana Realty, LLC dated as of August 29, 1997, with respect to the land more particularly described as follows:

PARCEL A ("BHR PARCEL 1"):

A parcel of land in 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 a capped iron rod at the Southwest corner of the Northwest Quarter of said Section 23; thence North 00 degrees 23 minutes 05 seconds 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); thence South 47 degrees 11 minutes 44 seconds East, 605.00 feet along the Southwesterly line of said Parcel recorded in Lake County Deed Record 1331, page 121, to the Southerly corner of said Parcel; thence North 41 degrees 02 minutes 38 seconds East, 5.41 feet along the Southeasterly line of said Parcel to the point of beginning of this Parcel;

1. thence continuing North 41 degrees 02 minutes 38 seconds East along said Southeasterly line a distance of 120.12 feet to the shoreline of Lake Michigan;
2. thence South 42 degrees 15 minutes 35 seconds East, 458.83 feet along the shoreline of Lake Michigan;
3. thence South 42 degrees 52 minutes 12 seconds East, 415.45 feet along the shoreline of Lake Michigan;
4. thence South 53 degrees 07 minutes 20 seconds East, 506.52 feet along the shoreline of Lake Michigan;
5. thence South 49 degrees 07 minutes 24 seconds East, 895.71 feet along the shoreline of Lake Michigan;
6. thence South 49 degrees 51 minutes 19 seconds East, 368.24 feet along the shoreline of Lake Michigan;
7. thence South 55 degrees 54 minutes 36 seconds East, 370.60 feet along the shoreline of Lake Michigan;
8. thence South 57 degrees 31 minutes 01 seconds East, 383.77 feet along the shoreline of Lake Michigan;
9. thence South 53 degrees 36 minutes 25 seconds East, 167.08 feet along the shoreline of Lake Michigan;
10. thence South 69 degrees 53 minutes 42 seconds East, 106.46 feet along the shoreline of Lake Michigan;
11. thence North 45 degrees 08 minutes 11 seconds East, 116.81 feet along the shoreline of Lake Michigan;

12. thence North 46 degrees 36 minutes 45 seconds East, 32.53 feet along the shoreline of Lake Michigan;
13. thence North 87 degrees 14 minutes 21 seconds East, 97.15 feet along the shoreline of Lake Michigan;
14. thence North 75 degrees 15 minutes 11 seconds East, 67.04 feet along the shoreline of Lake Michigan;
15. thence North 38 degrees 49 minutes 54 seconds East, 114.39 feet along the shoreline of Lake Michigan;
16. thence North 36 degrees 57 minutes 12 seconds East, 78.46 feet along the shoreline of Lake Michigan to a point on the Northerly line parcel of patented land recorded in Lake County Deed Record 392, page 312;
17. thence South 72 degrees 29 minutes 56 seconds East, 15.00 feet (26.27 feet measured) along the Northerly line of said Parcel of patented land;
18. thence North 35 degrees 57 minutes 00 seconds East, 103.01 feet along the Northwesterly line of said Parcel of patented land;
19. thence South 54 degrees 06 minutes 39 seconds East, 118.82 feet;
20. thence North 35 degrees 53 minutes 21 seconds East, 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;
21. thence South 54 degrees 06 minutes 39 seconds East, 160.00 feet along said line;
22. thence South 35 degrees 53 minutes 21 seconds West, 82.62 feet;
23. thence South 54 degrees 06 minutes 39 seconds East, 10.55 feet;
24. thence South 35 degrees 53 minutes 21 seconds West, 688.57 feet to the Southerly corner of a parcel of land described as Parcel 1 in Exhibit A of Lake County Document 960052358;
25. thence North 61 degrees 42 minutes 24 seconds West, 68.15 feet along the Southerly line of said Parcel 1;
26. thence North 54 degrees 27 minutes 20 seconds West, 841.61 feet along the Southwesterly line of said Parcel 1;
27. thence North 54 degrees 06 minutes 39 seconds West, 750.70 feet along said Southwesterly line;
28. thence North 48 degrees 58 minutes 53 seconds West, 94.82 feet along said Southwesterly line;
29. thence North 41 degrees 14 minutes 35 seconds West, 101.85 feet along said Southwesterly line to 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;
30. thence North 36 degrees 39 minutes 22 seconds West, 89.09 feet;

31. thence North 37 degrees 14 minutes 22 seconds West, 74.04 feet;
32. thence North 38 degrees 37 minutes 10 seconds West, 55.79 feet;
33. thence North 39 degrees 07 minutes 28 seconds West, 151.92 feet;
34. thence North 49 degrees 07 minutes 24 seconds West, 539.65 feet;
35. thence North 53 degrees 07 minutes 20 seconds West, 635.86 feet;
36. thence North 51 degrees 18 minutes 41 seconds West, 177.77 feet;
37. thence North 49 degrees 21 minutes 02 seconds West, 562.28 feet to the point of beginning.

PARCEL B ("BHR PARCEL 2"):

A parcel of land in the South half of Fractional Section 23, and the North half 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 Parcels 2, 3 and 4, conveyed to Buffington Harbor Riverboats L.L.C. as recorded in Exhibit A of Lake County Document 96052358, and also a part of Parcel 2 conveyed to Buffington Harbor Riverboats L.L.C. as recorded in Lake County Document 95067683) 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 degrees 23 minutes 05 seconds West (said bearing being relative to the NAD83 Indiana State Plane Coordinate System, West Zone) along the West line of said Section 23 a distance of 79.78 feet to the Southwesterly corner of said Parcel 2 recorded in said Lake County Document 95067683; thence South 32 degrees 06 minutes 05 seconds East along the Southwesterly line of said Parcel 2 a distance of 1079.86 feet to the point of beginning of this description;

1. thence North 43 degrees 05 minutes 41 seconds East a distance of 441.63 feet to the Northerly corner of Parcel 2 as recorded in Exhibit A of Lake County Document 96052358;
2. thence South 50 degrees 40 minutes 01 seconds East along the Northeasterly line of said Parcel 2 a distance of 1298.16 feet to the Easterly corner of said Parcel 2;
3. thence North 43 degrees 05 minutes 41 seconds East along the Northwesterly line of Parcel 4 as recorded in Exhibit A of Lake County Document 96052358 a distance of 119.79 feet to the Northerly corner of Parcel 4;
4. thence South 54 degrees 06 minutes 39 seconds East along the Northeasterly line of said Parcel 4 a distance of 1959.64 feet to the Easterly corner of Parcel 4;
5. thence South 35 degrees 53 minutes 21 seconds West along the Southeasterly line of said Parcel 4 a distance of 118.84 feet to the Southerly corner of said Parcel 4;
6. thence North 54 degrees 06 minutes 39 seconds West along the Southwesterly line of said Parcel 4 a distance of 388.70 feet to the Easterly corner of Parcel 2 as recorded in Lake County Document 95067683;

7. thence South 36 degrees 00 minutes 21 seconds West along the Southeasterly line of said Parcel 2 a distance of 185.08 feet;
8. thence South 30 degrees 46 minutes 03 seconds West along said Southeasterly line a distance of 203.32 feet;
9. thence South 34 degrees 13 minutes 33 seconds West along said Southeasterly line a distance of 186.02 feet;
10. thence South 36 degrees 30 minutes 36 seconds West along said Southeasterly line a distance of 207.34 feet;
11. thence South 43 degrees 27 minutes 47 seconds West along said Southeasterly line a distance of 102.53 feet to the Southerly corner of said Parcel 2;
12. thence South 46 degrees 54 minutes 19 seconds East along the Northeasterly line of Parcel 3 as recorded in Exhibit A of Lake County Document 96052358 a distance of 42.00 feet to the Easterly corner of said Parcel 3;
13. thence South 43 degrees 05 minutes 41 seconds West along the Southeasterly line of said Parcel 3 a distance of 67.20 feet to the Southerly corner of said Parcel 3;
14. thence 2302.46 feet along the arc of a non-tangent curve on the Southwesterly line of said Parcel 3, said arc being convex to the Southwest, with a radius of 17108.80 feet, and subtended by a long chord which bears North 44 degrees 08 minutes 16 seconds West, 2300.72 feet;
15. thence North 40 degrees 16 minutes 57 seconds West along the Southwesterly line of said Parcel 3 a distance of 735.71 feet to the Westerly corner of said Parcel 3;
16. thence North 43 degrees 05 minutes 41 seconds East along the Northwesterly line of said Parcel a distance of 20.13 feet to the point of beginning.

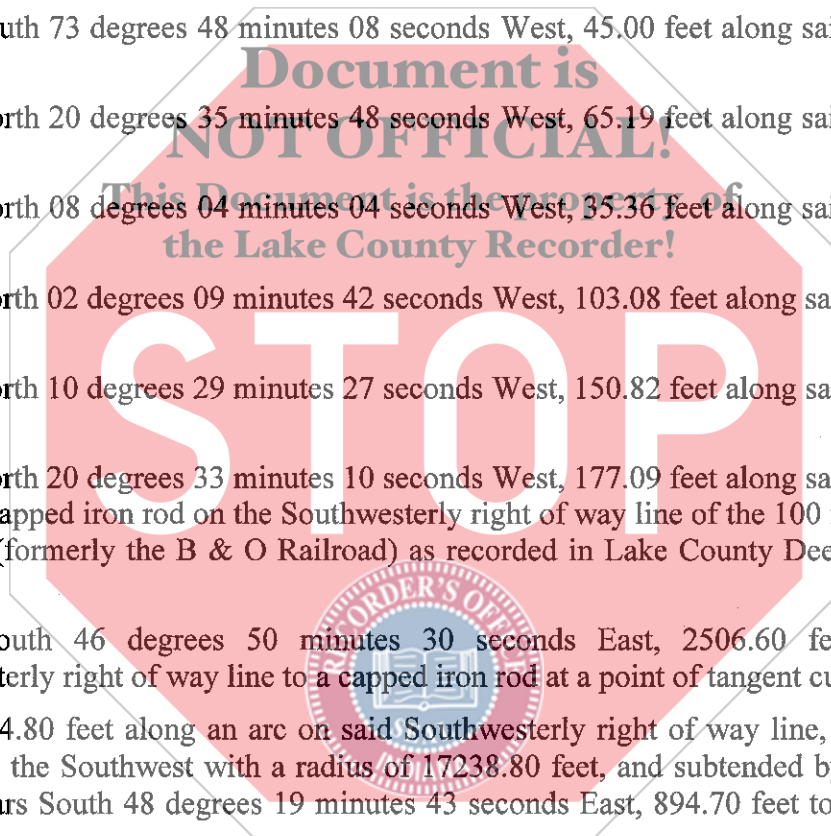
PARCEL C ("BHR PARCEL 3"):

A parcel of land in the Southwest Quarter of Fractional Section 23 and the North half of Section 26, 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 a brass plug found in the concrete pavement at the Southwest corner of said Section 23; thence North 00 degrees 23 minutes 05 seconds 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 former 100 foot wide right of way of the Pittsburgh, Fort Wayne and Chicago Railroad as recorded in Lake County Deed Book "S", page 98; thence South 46 degrees 51 minutes 40 seconds 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 degrees 12 minutes 11 seconds East, 77.72 feet along the Easterly right of way line of Indiana State Highway 912;

2. thence South 46 degrees 50 minutes 07 seconds East, 200 feet along said Easterly right of way line;
3. thence North 43 degrees 09 minutes 53 seconds East, 120.00 feet along said right of way line;
4. thence North 46 degrees 50 minutes 07 seconds West, 200.00 feet along said right of way line;
5. thence North 16 degrees 35 minutes 59 seconds East, 67.08 feet along said right of way line;
6. thence North 05 degrees 12 minutes 06 seconds West, 60.21 feet along said right of way line;
7. thence North 44 degrees 13 minutes 24 seconds West, 95.82 feet along said right of way line;
8. thence North 62 degrees 47 minutes 45 seconds West, 369.06 feet along said right of way line;
9. thence North 23 degrees 33 minutes 52 seconds West, 77.39 feet along said right of way line;
10. thence South 73 degrees 48 minutes 08 seconds West, 45.00 feet along said right of way line;
11. thence North 20 degrees 35 minutes 48 seconds West, 65.19 feet along said right of way line;
12. thence North 08 degrees 04 minutes 04 seconds West, 35.36 feet along said right of way line;
13. thence North 02 degrees 09 minutes 42 seconds West, 103.08 feet along said right of way line;
14. thence North 10 degrees 29 minutes 27 seconds West, 150.82 feet along said right of way line;
15. thence North 20 degrees 33 minutes 10 seconds West, 177.09 feet along said right of way line 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 degrees 50 minutes 30 seconds 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 degrees 19 minutes 43 seconds East, 894.70 feet to a capped iron rod;
18. thence South 42 degrees 37 minutes 00 seconds 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 former 100 foot wide right of way of the Pittsburgh, Fort Wayne and Chicago Railroad as recorded in Lake County Deed Book "S", page 98;

19. thence North 46 degrees 51 minutes 40 seconds West, 2396.48 feet along said Northeasterly line to the point of beginning.

PARCEL THREE ("EJ&E AT-GRADE CROSSING"):

Non-Exclusive right to use of the existing grade crossing pursuant to an unrecorded agreement dated July 3, 1996 by and between Elgin, Joliet and Eastern Railway Company and the Buffington Harbor Riverboats, L.L.C., as evidenced by Memorandum of Agreement recorded July 25, 1996, as Document 96049455, more particularly described as follows:

A strip of land thirty feet wide, lying fifteen feet each side of a centerline located in the Southeast Quarter of 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 a parcel of land described as Parcel 4 in Exhibit A of Lake County Document 96052358; thence North 54 degrees 06 minutes 39 seconds West along the Northeasterly line of said parcel a distance of 408.35 feet to the centerline of a paved roadway and the point of beginning of this description; thence North 37 degrees 47 minutes 36 seconds East a distance of 153.13 feet to a point on the Southwesterly line of a parcel of land described as Parcel 1 in said Exhibit and Document, said point being the point of ending of this description, said strip containing 0.105 acres, more or less.

PARCEL FOUR ("EJ&E OVERPASSES"):
of
the Lake County Recorder!

Exclusive Easement rights for the construction, maintenance, repair, support, use and removal of 4 bridges for pedestrian and/or limited vehicular traffic pursuant to and subject to the provisions of the Grant of Exclusive Easement dated July 3, 1996 by and between Elgin, Joliet and Eastern Railway Company and Buffington Harbor Riverboats, L.L.C., recorded July 25, 1996 as Document 96049456, more particularly described as follows:

A strip of land 50 feet wide 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, said strip lying 25 feet each side of a centerline described as follows:

Commencing at the Northeast corner of Parcel 2 conveyed to Trump Indiana Inc. as described in Lake County Document 95038220; thence North 54 degrees 06 minutes 39 seconds West, 125.00 feet along the Northeasterly line of said Parcel 2; thence North 43 degrees 38 minutes 21 seconds East, 119.93 feet to a point on the Northeasterly line of Parcel T4, said point being the point of beginning of the centerline of this description; thence North 43 degrees 38 minutes 21" seconds East, 154.01 feet through E.J. &E. Railroad right-of way as described in Lake County Deed Record 282, page 248 (4th Parcel), and Deed Record 432, page 553 (Article I) to a point on the Southwesterly line of Parcel T1, said point being the point of ending of the centerline of this description, said centerline crossing the E.J.&E. main line at approximately Station 464+51, said strip containing 0.18 acres, more or less.

PARCEL FIVE ("SUBWAY AND BUFFINGTON HARBOR DRIVE"):

Right to Use of a "subway" which adjoins Buffington Harbor Drive, a private roadway, for ingress and egress access to and from Cline Avenue, as created by and subject to the provisions of an instrument dated June 27, 1922 by and between the New York Central Railroad Company and Universal Portland Cement Company, an instrument dated January 25, 1923, by and between Chicago, Lake Shore and Eastern Railway Company and the Universal Portland Cement Company, and an instrument dated July 1, 1922 by and between the Baltimore and Ohio and Chicago Railroad Company and the Universal Portland Cement Company, as disclosed by an instrument entitled Easement Agreement recorded July 7, 1995 as Document 95038222, as amended by Amendment to Easement Agreement and Grant of Easements dated September 29, 2000 and recorded October 5, 2000 as Document 2000 072825, more particularly described as follows:

(SUBWAY)

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

Commencing at the Southerly corner of Parcel 3 as described to Buffington Harbor Riverboats, L.L.C. and recorded in Document No. 96052358, Exhibit A in the Office of the Recorder of said County; thence North 47 degrees 52 minutes 48 seconds West along the Southwesterly line of said parcel, a distance of 62.53 feet to a point on the centerline of a concrete roadway and the point of beginning of this description; thence South 42 degrees 59 minutes 32 seconds West along the centerline of a subway a distance of 232.15 feet to a point on the Northeasterly line of Parcel 3 as described to Buffington Harbor Riverboats, L.L.C. and recorded in Document 95067683 in said Recorder's Office, said point being the point of ending of this description, said strip containing 0.192 acres, more or less.

(EASEMENT 1)

A strip of land thirty feet wide, lying fifteen feet each side of a centerline located in the Southwest Quarter of Fractional Section 23 and the Northwest Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said centerline being more particularly described as follows:

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

1. thence South 43 degrees 02 minutes 08 seconds West, a distance of 235.24 feet;

2. thence 197.38 feet along an arc convex to Northwest, said curve having a radius of 120.00 feet, and subtended by long chord which bears South 87 degrees 26 minutes 49 seconds West, a distance of 175.87 feet;
3. thence North 46 degrees 48 minutes 23 seconds West, a distance of 1412.25 feet to a point on the Northwesterly line of said Parcel and the point of ending of this description, said strip containing 1.270 acres, more or less.

(EASEMENT 2)

A strip of land thirty feet wide, lying fifteen feet each side of a centerline located in the Southeast Quarter of Fractional Section 23 and the North half of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said centerline being more particularly described as follows:

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

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

(EASEMENT 3)

A strip of land thirty feet wide, lying fifteen feet each side of a centerline located in the Southeast Quarter of Fractional Section 23 and the North half of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said centerline being more particularly described as follows:

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

1. thence North 42 degrees 59 minutes 32 seconds East, a distance of 226.97 feet;
2. thence North 36 degrees 30 minutes 36 seconds East, a distance of 148.76 feet;
3. thence North 29 degrees 03 minutes 20 seconds East, a distance of 257.21 feet;

4. thence North 35 degrees 33 minutes 50 seconds East, a distance of 411.93 feet to a point on the Northeasterly boundary of Parcel 4 of said document and the point of ending of this description, said strip containing 0.720 acres, more or less.

(EASEMENT 4)

A strip of land thirty feet wide, lying fifteen feet each side of a centerline located 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, said centerline being more particularly described as follows:

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

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

("Clark Road Access Easements connected to Easement 3, at Grade Crossing Easement and Easement 4")

PARCEL SIX (LEHIGH EASEMENT DESCRIPTION):

Rights of ingress and egress as established by Access Easement by and between Lehigh Portland Cement Company and Trump Indiana, Inc., dated June 30, 1995 and recorded July 7, 1995, as Document No. 95038225 and as amended by Amendment to Access Agreement and Grant of Easement dated September 29, 2000 and recorded October 5, 2000 as Document No. 2000-072826, more particularly described as follows:

A thirty (30) foot wide strip of land to be used for a roadway, said strip being 15 feet each side of a centerline produced in the Southeast Quarter of Section 23, the Northeast Quarter of Section 26, and the Northwest Quarter of Section 25, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said strip being located within parcels described in Lake County Deed Record Book 365, page 567 (Parcels 2, 3, and 4); Book 473, page 29; Book 524, page 488; Book 544, page 345; and Book 568, page 415; said parcels having been conveyed to Lehigh Portland Cement Company in Lake County Document 707259, said centerline being more particularly described as follows:

Commencing at a capped iron rod at the Southwest corner of the Northwest Quarter of Section 23; thence North 00 degrees 23 minutes 05 seconds West (said bearing being relative to the Indiana State Plane Coordinate System West Zone SPCS83), 492.62 feet along the West line of said Section 23 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; thence South 46 degrees 59 minutes 40" seconds East, 228.30 feet along said Northeasterly right-of-way line to a capped iron rod at a point of tangent curve; 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 South 50 degrees 33 minutes 09 seconds East, 1403.74 feet, to a capped iron rod; thence South 54 degrees 06 minutes 39 seconds East, 2971.64 feet along said Northeasterly right-of-way line to a capped iron rod; thence North 35 degrees 53 minutes 22 seconds East, 138.39 feet to the point of beginning of said centerline;

1. thence South 54 degrees 03 minutes 06 seconds East a distance of 666.94 feet;
2. thence 141.46 feet along the arc of a tangent curve, said arc being convex to the South, with a radius of 480.00 feet, and subtended by a long chord which bears South 62 degrees 29 minutes 40 seconds East, 140.46 feet;
3. thence South 70 degrees 56 minutes 15 seconds East a distance of 634.80 feet;
4. thence 111.63 feet along the arc of a tangent curve, said arc being convex to the North, with a radius of 160.00 feet, and subtended by a long chord which bears South 50 degrees 57 minutes 03 seconds East, 109.38 feet;
5. thence South 30 degrees 57 minutes 51 seconds East a distance of 212.54 feet;
6. thence 79.65 feet along the arc of a tangent curve, said arc being convex to the South, with a radius of 70.00 feet, and subtended by a long chord which bears South 63 degrees 33 minutes 35 seconds East, 75.42 feet;
7. thence North 83 degrees 50 minutes 40 seconds East a distance of 348.61 feet;
8. thence 221.71 feet along the arc of a tangent curve, said arc being convex to the South, with a radius of 1450.00 feet, and subtended by a long chord which bears North 79 degrees 27 minutes 51 seconds East, 221.49 feet;
9. thence North 75 degrees 05 minutes 02 seconds East a distance of 199.51 feet;
10. thence 85.01 feet along the arc of a tangent curve, said arc being convex to the North, with a radius of 50.00 feet, and subtended by a long chord which bears South 56 degrees 12 minutes 24 seconds East, 75.14 feet;
11. thence South 07 degrees 29 minutes 50 seconds East a distance of 128.47 feet;
12. thence 401.51 feet along the arc of a tangent curve, said arc being convex to the East, with a radius of 500.00 feet, and subtended by a long chord which bears South 15 degrees 30 minutes 27 seconds West, 390.81 feet;
13. thence South 38 degrees 30 minutes 45 seconds West a distance of 223.19 feet;
14. thence 75.72 feet along the arc of a tangent curve, said arc being convex to the West, with a radius of 65.00 feet, and subtended by a long chord which bears South 05 degrees 08

minutes 24 seconds West, 71.51 feet to the point of ending of said strip on the Northwesterly line of a parcel of land conveyed to Marblehead Lime Company in Lake County Document 91065414, containing 2.43 acres, more or less.

PARCEL SEVEN (USX EASEMENT):

Rights of Ingress and Egress as established by Declaration and Grant of Roadway Easement granted by USX Corporation f/n/a United States Steel Corporation dated December 9, 1991 and recorded December 19, 1991, as Document No. 91064457 and rights assigned by Access Easement by and between Lehigh Portland Cement Company and Trump Indiana, Inc., dated June 30, 1995 and recorded July 7, 1995, as Document No. 95038225 and as amended by Amendment to Access Agreement and Grant of Easement dated September 29, 2000 and recorded October 5, 2000 as Document No. 2000-072826, more particularly described as follows:

A parcel of land in the Northwest Quarter of Section 25, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows:

Commencing at a rail monument at the Southwest corner of the Northwest Quarter of said Section 25; thence North 00 degrees 03 minutes 26 seconds West along the West line of said Section 25, a distance of 1868.43 feet to the Northeasterly right-of-way line of the Elgin, Joliet and Eastern Railway Company (formerly the Chicago, Indiana and Southern Railroad); thence South 53 degrees 17 minutes 26 seconds East along said Northeasterly right-of-way line, 539.09 feet to a 1 inch rebar, and the point of beginning of said parcel;

1. thence continuing South 53 degrees 17 minutes 26 seconds East along said Northeasterly right-of-way line a distance of 1662.91 feet to the Southwesterly corner of property of Northern Indiana Public Service Company conveyed as Parcel No. 1 by United States Steel Corporation to Northern Indiana Public Service Company by Deed dated October 24, 1960 and recorded November 1, 1960, in Deed Record 1160, page 361, as Document No. 289248;
2. thence North 36 degrees 42 minutes 34 seconds East along the Westerly line of said Parcel No. 1, a distance of 85.00 feet to a rail monument at the Southeasterly corner of a 100-acre tract of land conveyed by Universal Atlas Cement Company to Northern Indiana Public Service Company by Deed dated August 18, 1954 and recorded August 24, 1954, in Deed Record 973, page 505, as Document No. 777431;
3. thence North 53 degrees 17 minutes 26 seconds West along the Southerly line of said 100-acre tract of land a distance of 1662.91 feet to the Southwesterly corner of said tract;
4. thence South 36 degrees 42 minutes 34 seconds West a distance of 85.00 feet to the point of beginning.

PARCEL EIGHT (NIPSCO EASEMENT):

Rights of Ingress and Egress as established by Declaration and Grant of Roadway Easement and Release of roadway Easement granted by Northern Indiana Public Service Company dated December 18, 1991 and recorded December 26, 1991, as Document No. 91065413 and rights assigned by Access Easement by and between Lehigh Portland Cement Company and Trump

Indiana, Inc., dated June 30, 1995 and recorded July 7, 1995, as Document No. 95038225 and as amended by Amendment to Access Agreement and Grant of Easement dated September 29, 2000 and recorded October 5, 2000 as Document No. 2000-072826, more particularly described as follows:

A strip of land 30 feet wide, lying 15 feet wide on each side of a center line produced, in the North Half and Southeast Quarter of Section 25, Township 37 North, Range 9 West of the Second Principal Meridian, in the County of Lake, State of Indiana, said centerline being described as follows:

Commencing at a rail monument at the Southwest corner of the Northwest Quarter of said Section 25; thence North 00 degrees 03 minutes 26 seconds West along the West line of said Section 25, 1868.43 feet to the Northeasterly right-of-way line of the Elgin, Joliet, and Eastern Railway Company (formerly the Chicago, Indiana and Southern Railroad); thence South 53 degrees 17 minutes 26 seconds East (said bearing taken from a description of a parcel of land conveyed by United States Steel Corporation to Northern Indiana Public Service Company by deed dated August 18, 1954 and recorded in Deed Record Book 973, page 505 and all subsequent bearings are related thereto) along said Northeasterly right-of-way line, 2202 feet to the Southwesterly corner of land conveyed as Parcel No. 1 by United States Steel Corporation to Northern Indiana Public Service Company by Deed dated October 24, 1960 and recorded in Deed Record Book 1160, page 361; thence along the Northwesterly line of land so conveyed North 36 degrees 42 minutes 34 seconds East, 65 feet to the point of beginning of the easement;

1. thence South 53 degrees 17 minutes 26 seconds East, 469.82 feet to a point of curve;
2. thence by curve deflecting to the left having a radius of 1432.66 feet, the chord of which bears South 61 degrees 41 minutes 56 seconds East, 418.98 feet to a point of tangency;
3. thence South 70 degrees 06 minutes 25 seconds East, 419.28 feet to a point of curve;
4. thence by curve deflecting to the right having a radius of 228.33 feet, the chord of which bears South 45 degrees 21 minutes 14 seconds East, 191.21 feet to the point of tangency;
5. thence South 20 degrees 36 minutes 03 seconds East, 36.13 feet to a point of curve;
6. thence by curve deflecting to the left having a radius of 713.60 feet, the chord of which bears South 38 degrees 05 minutes 51 seconds East, 429.09 feet to a point of compound curvature;
7. thence by curve deflecting to the left having a radius of 5594.65 feet; the chord of which bears South 59 degrees 35 minutes 56 seconds East, 781.37 feet to a point of tangency;
8. thence South 63 degrees 36 minutes 11 seconds East, 1254.39 feet to a point of curve;
9. thence by curve deflecting to the right having a radius of 75.00 feet, the chord of which bears South 31 degrees 34 minutes 11 seconds East, 79.56 feet to a point of tangency;
10. thence South 0 degrees 27 minutes 49 seconds West, 47.59 feet to the Northeasterly right-of-way line of the Elgin, Joliet and Eastern Railway Company (formerly the Chicago, Indiana and Southern Railroad).

DECLARATION

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned prepared of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

