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RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO: 2006 094333

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2006 OCT 27 AM 11:09

Linda Schmidt  
Stewart Title Services of Indiana, Inc.  
9190 Priority Way West Drive  
Suite 110  
Indianapolis, IN 46240

MICHAEL A. TROWN  
RECORDER

660007235DA

**ASSIGNMENT AND ASSUMPTION OF LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Agreement") is made as of this 25 day of October, 2006, by and between RIH Acquisitions IN, LLC, an Indiana limited liability company ("Assignor") and RIH Propco IN, LLC, an Indiana limited liability company ("Assignee").

**RECITALS**

A. Assignor intends to transfer all its right, title and interest in certain Lease listed on Schedule I attached hereto (the "Transfer") to Assignee, a newly-formed wholly owned subsidiary of Assignor ("Propco").

B. Assignor is a party to that certain Lease listed on Schedule I attached hereto (the "Lease") and by this reference are made a part hereof, with respect to the property described on Schedule II attached hereto.

C. Assignor and Assignee have agreed to enter into this Agreement providing for the assignment, transfer and conveyance to Assignee of Assignor's rights, title, benefits, privileges and interest in, to and under the Lease.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor agree as follows:

1. Assignment. Assignor does hereby CONVEY, ASSIGN, TRANSFER and DELIVER to Assignee, and Assignee hereby accepts with effect as of the Transfer all of Assignor's right, title, benefits, privileges and interest in, to and under the Lease, including, without limitation, all security deposits paid to the lessor.

2. Assumption. Assignee does hereby, with effect as of the Transfer (a) accepts the foregoing assignments, transfers and conveyances, to the extent that such are legally assignable and necessary consents to assignment have been obtained, of Assignor's rights, title, benefits, privileges, and interest in, to and under the Lease and (b) from and after the Transfer,

Stewart Title Services  
of Northwest Indiana  
The Pointe  
5521 W. Lincoln Hwy.  
Crown Point, IN 46307



28-00  
D.B.M.

assumes, undertakes and agrees to pay, perform, honor and discharge promptly when due all obligations of tenant in accordance with the respective terms under the Lease.

3. Indiana Riverboat License. Notwithstanding any provisions to the contrary which may be included in this Agreement, none of the rights, title and interests herein assigned and described shall be deemed to include Assignor's riverboat license or any of Assignor's interest therein.

4. Validity. Assignor represents and warrants that (i) Assignor has not assigned or executed any assignment of, and will not assign or execute any assignment of its interest in, the Lease to anyone other than the Assignee, and any assignment, designation or direction by Assignor inconsistent herewith shall be void and (ii) Assignor has not done any act or executed any document that impairs the rights of the Assignee to the Lease under this Agreement.

5. Amendments. This Agreement shall not be amended except by a written instrument making specific reference to this Agreement signed by each of the parties hereto.

6. Governing Law. This Agreement shall be governed by the laws of the State of Indiana, without giving effect to choice of law principles thereof that would cause the application of the Laws of any other jurisdiction.

7. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and representatives.

8. Headings. The subject headings or captions of the paragraphs in this Agreement are inserted for convenience of reference only and shall not affect the meaning, construction or interpretation of the any provisions contained herein. All capitalized terms defined herein are equally applicable to both the singular and plural forms of such terms.

9. Counterparts. This Agreement may be signed in multiple counterparts, with each counterpart having the same force and effect as if this single instrument were executed by each of the parties hereto and delivered (including by facsimile) to the other party.

10. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

12. Subsequent Action. If at any time after the date hereof Assignee or Assignor will consider or be advised that any instruments of conveyance, assignments, filings, assurances or any other actions that are necessary or desirable to vest, perfect or confirm the transfer, assignment, conveyance and delivery of the Lease to Assignee, or otherwise to carry out this Agreement, Assignor or Assignee, as the case may be, shall execute and deliver all instruments of conveyance, filings, powers of attorney, assignments and assurances and take and

do all such other actions and things as may be reasonably requested by Assignee or Assignor, as the case may be, in order to vest, perfect, or confirm the transfer, conveyance and delivery of the Lease or otherwise to carry out this Agreement.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

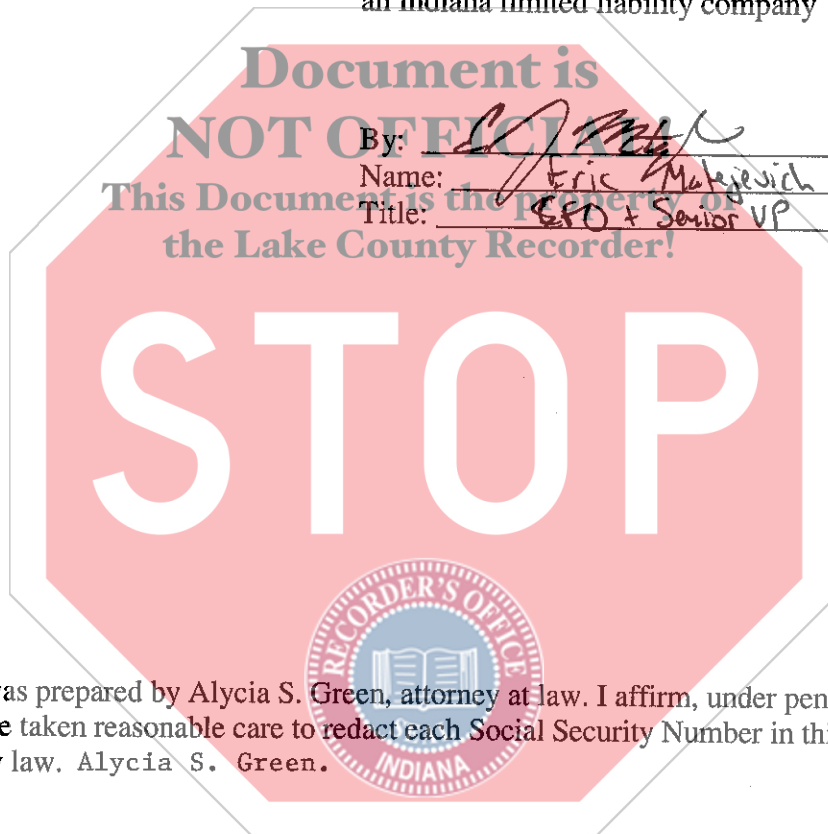
ASSIGNOR:

RIH ACQUISITIONS IN, LLC,  
an Indiana limited liability company

By: [Signature]  
Name: Eric Makjeviich  
Title: CFO + Senior VP

ASSIGNEE:

RIH PROPCO IN, LLC,  
an Indiana limited liability company



This instrument was prepared by Alycia S. Green, attorney at law. I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Alycia S. Green.

STATE OF NY  
COUNTY OF NY

I, Alycia Green, a Notary Public in and for the aforesaid State and County, hereby certify that on the \_\_\_th day of October, 2006, Eric Matejevich personally appeared before me, and executed this Assignment and Assumption of Lease on behalf of RIH Acquisitions IN, LLC for the purposes described herein.

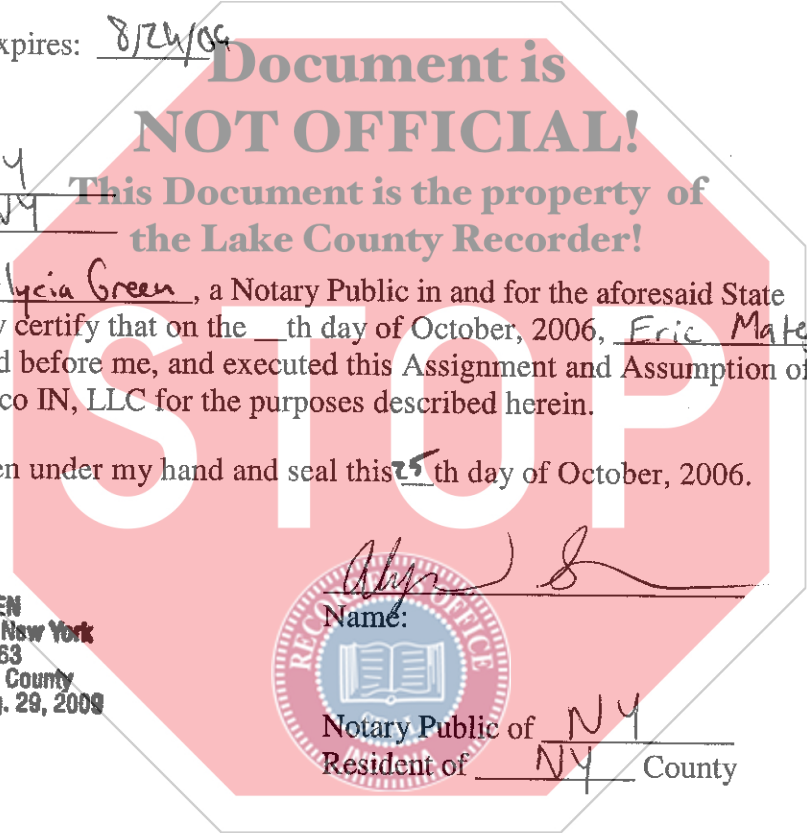
Given under my hand and seal this 25th day of October, 2006.

ALYCIA S. GREEN  
Notary Public, State of New York  
No. 02GR6132463  
Qualified in New York County  
Commission Expires Aug. 29, 2009

Alycia S. Green  
Name:

Notary Public of NY  
Resident of NY County

My Commission Expires: 8/24/09



STATE OF NY  
COUNTY OF NY

I, Alycia Green, a Notary Public in and for the aforesaid State and County, hereby certify that on the \_\_\_th day of October, 2006, Eric Matejevich personally appeared before me, and executed this Assignment and Assumption of Lease on behalf of RIH Propco IN, LLC for the purposes described herein.

Given under my hand and seal this 25th day of October, 2006.

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Notary Public, State of New York  
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Name:

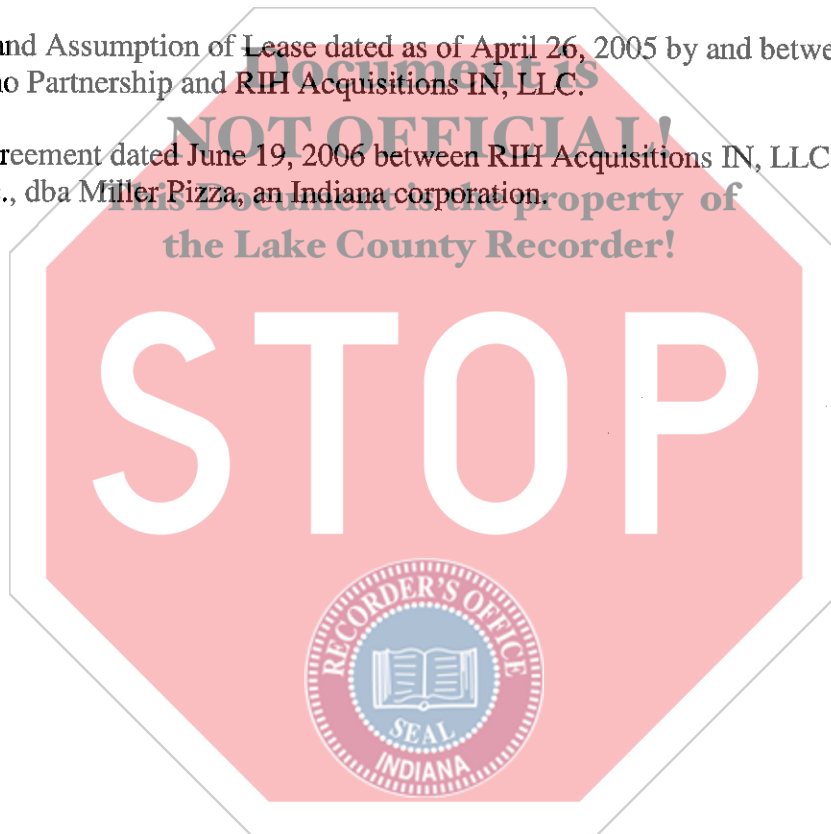
Notary Public of NY  
Resident of NY County

My Commission Expires: 8/24/09

**SCHEDULE I TO ASSIGNMENT AND ASSUMPTION OF LEASE**

**DESCRIPTION OF LEASE**

- Redevelopment Project Lease by and between the City of East Chicago, Indiana and Showboat Marina Partnership, dated October 19, 1995.
- Lease Assignment and Assumption Agreement from Showboat Marina Partnership, as assignor, to Showboat Marina Casino Partnership, as assignee, dated as of March 28, 1996.
- First Amendment to Redevelopment Project Lease by and between the City of East Chicago, Indiana and Showboat Marina Casino Partnership, dated as of March 28, 1996.
- Acknowledgement of the Commencement Date of Redevelopment Project Lease and Notice dated March 28, 1996.
- Second Amendment to Redevelopment Project Lease by and between the City of East Chicago, Indiana and Showboat Marina Casino Partnership, dated as of January 20, 1999.
- Assignment and Assumption of Lease dated as of April 26, 2005 by and between Showboat Marina Casino Partnership and RIH Acquisitions IN, LLC.
- 1. Lease Agreement dated June 19, 2006 between RIH Acquisitions IN, LLC and Miller Pizza Co. Inc., dba Miller Pizza, an Indiana corporation.



**SCHEDULE II TO ASSIGNMENT AND ASSUMPTION OF LEASE**

**LEGAL DESCRIPTION**

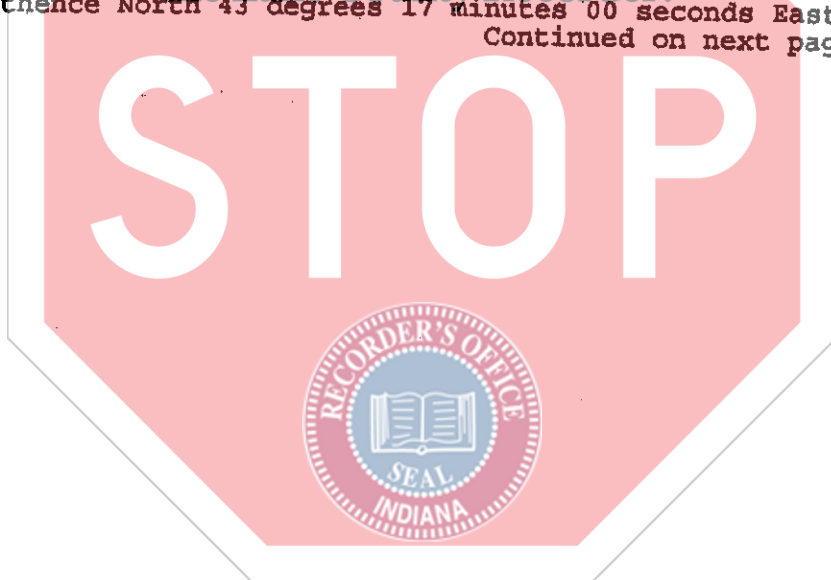
(See attached)



Legal Description

Part of Fractional Section 15 and Fractional Section 22, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at point "G" which point is on the Southeasterly bulkhead line (established by U.S. Government permits of March 27, 1908, October 15, 1929 and July 5, 1932), and the Southwesterly right of way line of Aldis Avenue extended, this point being established by a "T" rail set in concrete; thence along the Southwesterly line of Aldis Avenue, South 46 degrees 46 minutes 06 seconds East, 1376.00 feet to point "R" on plat of survey prepared by the County Surveyor of Lake County, Indiana, and dated July 3, 1959 which is the point of beginning, said point being at the intersection of the centerline of vacated Lake Place and the Southwesterly right of way line of Aldis Avenue; thence along the centerline of vacated Lake Place extended, North 43 degrees 15 minutes 00 seconds East, a distance of 66.30 feet to a point "Q" on the Northeasterly right of way line of Aldis Avenue; thence North 35 degrees 15 minutes 33 seconds East 134.74 feet (Measured North 34 degrees 53 minutes 04 seconds East, 134.78 feet) to a point; thence North 87 degrees 48 minutes 17 seconds East, 79.47 feet to a point; thence North 45 degrees 33 minutes 40 seconds East, 100.50 feet to a point; thence North 27 degrees 26 minutes 34 seconds East, 102.39 feet to a point; thence North 35 degrees 50 minutes 46 seconds East, 100.24 feet to a point; thence North 43 degrees 17 minutes 00 seconds East,

Continued on next page



Lake County, Indiana  
(Harrah's Casino)



100.18 feet to a point; thence North 73 degrees 22 minutes 05 seconds East, 92.36 feet to a point; thence South 88 degrees 52 minutes 08 seconds East, 85.40 feet to a point; thence South 45 degrees 50 minutes 45 seconds East, 106.63 feet to a point; thence South 28 degrees 53 minutes 00 seconds East, 115.60 feet to a point; thence South 29 degrees 55 minutes 11 seconds East, 43.65 feet; thence North 72 degrees 41 minutes 04 seconds East, along the North edge of a dock, 63.28 feet; thence North 17 degrees 40 minutes 39 seconds West, 68.50 feet; thence North 73 degrees 08 minutes 53 seconds East, 13.57 feet; thence South 17 degrees 40 minutes 39 seconds East, along the East edge of the dock, 576.84 feet; thence South 72 degrees 59 minutes 54 seconds West, 13.46 feet; thence North 17 degrees 40 minutes 39 seconds West, 47.95 feet; thence South 74 degrees 17 minutes 22 seconds West, along the South edge of the dock, 61.64 feet; thence South 09 degrees 56 minutes 52 seconds East, 57.80 feet; thence South 04 degrees 06 minutes 11 seconds East, 100.97 feet to a point; thence South 13 degrees 30 minutes 52 seconds West, 101.43 feet to a point; thence South 12 degrees 57 minutes 25 seconds West, 101.27 feet to a point; thence South 28 degrees 36 minutes 02 seconds East, 100.89 feet to a point; thence South 36 degrees 52 minutes 10 seconds East, 100.32 feet to a point; thence South 44 degrees 18 minutes 16 seconds East, 100.12 feet to a point; thence South 63 degrees 14 minutes 35 seconds East, 107.70 feet to a point; thence South 83 degrees 56 minutes 42 seconds East, 90.42 feet to a point; thence North 03 degrees 16 minutes 06 seconds East, 100.05 feet to a point; thence North 36 degrees 03 minutes 33 seconds East, 38.83 feet to a point; thence South 30 degrees 27 minutes 20 seconds East, 37.74 feet to a point; thence South 03 degrees 35 minutes 32 seconds East, 100.40 feet to a point; thence South 01 degrees 33 minutes 00 seconds West, 100 feet to a point; thence South 02 degrees 24 minutes 49 seconds West, 112.44 feet to a point; thence South 06 degrees 04 minutes 10 seconds East, 58.35 feet to a point; thence South 08 degrees 43 minutes 41 seconds East, 182.27 feet to a point on the Southwesterly line of Aldis Avenue extended; thence Southeasterly along the Southwesterly line of Aldis Avenue, South 46 degrees 46 minutes 06 seconds East, 15.24 feet to a point; thence South 01 degrees 46 minutes 06 seconds East, 325.27 feet to a point "C", on the Northeasterly right of way line of vacated Baltimore Street; thence Northwesterly along the Northeasterly right of way line of vacated Baltimore Street, North 46 degrees 46 minutes 06 seconds West, 1285.87 feet to a point; thence South 43 degrees 13 minutes 54 seconds West, 15.90 feet to a point; thence North 55 degrees 51 minutes 36 seconds West, 465.73 feet to a point; thence North 43 degrees 15 minutes 00 seconds East, 319.49 feet to a point on the Southwesterly line of Aldis Avenue extended; thence Northwesterly along the Southwesterly line of Aldis Avenue extended, North 46 degrees 46 minutes 06 seconds West, 330.00 feet to the point of beginning.