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Lake County, Indiana

**FIRST AMENDMENT TO SECOND LIEN MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

by and from

HORSESHOE HAMMOND, LLC, successor to Horseshoe Hammond, Inc.

"Mortgagor"

to

020085431CM

U.S. BANK NATIONAL ASSOCIATION, in its capacity as Collateral Agent, "Mortgagee"

Dated as of April 15, 2009

Location: Parcel 26-37-0059-003, Parcel 26-37-0098-0005, Parcel 26-37-0098-0006, 1114 Indianapolis Avenue, 1129 5th Avenue, 200 North BL. Indianapolis Boulevard (Parcel 26-37-0123-0015), Parcel 26-37-0124-0016 Hammond Lake Indiana

Municipality: Hammond
County: Lake
State: Indiana

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

CHIGAGO TITLE INSURANCE COMPANY

**Mark Jutsen, Esq.
Dorsey & Whitney LLP
250 Park Avenue
New York, NY 10177-1500**

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Prepared by Jeffrey S. Held, Esq.
O'Melveny & Myers LLP
7 Times Square
New York, New York 10036



FIRST AMENDMENT TO SECOND LIEN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

THIS FIRST AMENDMENT TO SECOND LIEN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "*First Amendment*"), effective as of April 15, 2009 (the "*Effective Date*"), is made and entered into on April 3, 2009, by and between Horseshoe Hammond, LLC, an Indiana limited liability company, successor to Horseshoe Hammond, Inc., as mortgagor, assignor and debtor (in such capacities and together with any successors in such capacities, "*Mortgagor*"), whose address is One Caesars Palace Dr., Las Vegas, NV 89109, and U.S. Bank National Association, as Collateral Agent (in such capacity, "*Collateral Agent*") for the Secured Parties (as defined in the Collateral Agreement), having an address at 60 Livingston Avenue, St. Paul, MN 55107-1419 Attn: Corporate Trust Services (Collateral Agent, together with its successors and assigns, "*Mortgagee*"). This First Amendment amends the Second Lien Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of December 24, 2008, recorded on December 30, 2008, as Instrument No. 2008 086896 in the Office of the Recorder of Lake County (the "*Second Lien Mortgage*"), which is a lien on certain property legally described in Exhibit A attached hereto and incorporated herein. Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Second Lien Mortgage, as amended or modified hereby.

WHEREAS, on December 24, 2008, (a) Harrah's Operating Company, Inc. (the "*Issuer*"), Harrah's Entertainment, Inc. ("*Harrah's Entertainment*") and U.S. Bank National Association, as trustee (the "*Original Notes Trustee*"), entered into that certain indenture (the "*2008 Indenture*") whereby the Issuer issued 10.00% Second-Priority Senior Secured Notes due 2015 (the "*2015 Notes*") and 10.00% Second-Priority Senior Secured Notes due 2018 (the "*2018 Notes*" and, together with the 2015 Notes, the "*Original Notes*") and (b) the Issuer, the subsidiaries of the Issuer identified therein (including the Mortgagor) (the "*Subsidiary Pledgors*") and the Collateral Agent, entered into that certain collateral agreement (the "*Collateral Agreement*") whereby a second priority lien was granted to the Collateral Agent, for the benefit of the Secured Parties (as defined in the Collateral Agreement), on substantially all of the Issuer's and the Subsidiary Pledgors' property and assets to secure the Obligations (as defined in the Collateral Agreement) of the Issuer;

WHEREAS, pursuant to the Second Lien Mortgage, Mortgagor granted to Mortgagee for the benefit of the Secured Parties a security interest in and upon all of Mortgagor's estate, right, title and interest in and to the Mortgaged Property to secure the Obligations of the Issuer;

WHEREAS, pursuant to the terms of the 2008 Indenture, the Issuer may from time to time incur Other Second-Lien Obligations (as defined in the 2008 Indenture) that are equally and ratably secured with the Original Notes by designating such additional Indebtedness (as defined in the 2008 Indenture) as Other Second-Lien Obligations in accordance with the terms of each of the 2008 Indenture and the Collateral Agreement, and upon such designation such Indebtedness will constitute Other Second-Lien Obligations for all purposes under the Second Lien Mortgage and under the Collateral Agreement that will be secured by a Lien on the Collateral (as defined in the Collateral Agreement) and the Mortgaged Property;

WHEREAS, on the Effective Date, (a) the Issuer, Harrah's Entertainment and U.S. Bank National Association, as trustee (the "*New Notes Trustee*"), entered into that certain indenture (the "*New Indenture*") whereby the Issuer issued new 10.00% Second-Priority Senior Secured Notes

due 2018 (the “*New Notes*”) and (b) the Issuer, the New Notes Trustee (the “*Authorized Representative*”) and the Old Notes Trustee entered into that certain Additional Secured Party Consent (as defined in the Collateral Agreement), whereby the New Secured Parties (as defined in the Additional Secured Party Consent) have authorized the Authorized Representative to become a party to the Collateral Agreement on behalf of the New Secured Parties under the New Indenture and the Authorized Representative has appointed the Collateral Agent to act on its behalf under the Collateral Agreement;

WHEREAS, on or about the Effective Date hereof the Issuer has delivered that certain officer’s certificate designating the New Notes as Other Second-Lien Obligations pursuant to the terms of the 2008 Indenture and the Collateral Agreement;

WHEREAS, as of the Effective Date, that certain Joinder and Supplement to Intercreditor Agreement (the “*Intercreditor Joinder Agreement*”) was executed by U.S. Bank National Association, as New Trustee and Second Priority Agent (as both are defined therein) and acknowledged and agreed to by the Issuer, Harrah’s Entertainment, Bank of America, N.A., as Credit Agreement Agent (as defined therein) and U.S. Bank National Association, as Trustee (as defined therein) pursuant to which New Notes Trustee became a party to the Second Lien Intercreditor Agreement and the liens on Common Collateral (as defined in the Second Lien Intercreditor Agreement) securing the Obligations under the New Notes, New Indenture and the Additional Secured Debt Documents were subordinated to the liens of the Senior Lender Claims (as defined therein) and made equal and ratable with all liens securing any other Second Priority Claims (as defined in the Second Lien Intercreditor Agreement);

WHEREAS, Mortgagor and Mortgagee desire to give notice of the aforesaid transactions and the incurrence of the Other Second-Lien Obligations on the Effective Date and to amend the Second Lien Mortgage to confirm that the Other Second-Lien Obligations incurred on the Effective Date are additional Obligations to be secured by the Second Lien Mortgage as of the Effective Date, to confirm that Other Second-Lien Obligations incurred after the Effective Date are Obligations that will be secured by the Second Lien Mortgage as of the date of such incurrence, and to confirm that the Second Lien Mortgage remains in full force and effect, except only to the extent modified by this First Amendment; and

WHEREAS, the debt evidenced by the Indenture Documents is continuing, is not being repaid or discharged in whole or in part, and no change is being made to the Indenture Documents except pursuant to the Additional Secured Debt Documents.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree and give notice as follows:

ARTICLE I AMENDMENT TO MORTGAGE

As of the date hereof, the Second Lien Mortgage is amended as follows:

Section 1.1 New Definition. The following definition is hereby added to Section 1.1 of the Second Lien Mortgage in the appropriate alphabetical order:

“Additional Secured Debt Documents”: means Additional Secured Debt Documents as defined in the Collateral Agreement.

Section 1.2 Amended Definitions. The following defined terms are hereby amended as follows:

(a) **Obligations.** Whenever referred to in the Second Lien Mortgage or in any related document, “Obligations” shall mean the Obligations as defined in the Collateral Agreement. For the avoidance of doubt, such Obligations include the Other Second-Lien Obligations, together with any increase thereto in connection with any further amendment, restatement, supplementation or other modification from time to time of the Indenture Documents (including Additional Secured Debt Documents), including any modification changing the amount, the interest rate or other terms of the Original Notes, the New Notes or any other Obligations.

(b) **Secured Parties.** Whenever referred to in the Second Lien Mortgage or in any related document, “Secured Parties” shall mean Secured Parties as defined in the Collateral Agreement. For the avoidance of doubt, such Secured Parties include any new secured parties added as a party to the Collateral Agreement pursuant to any joinder or consent pursuant to the terms of the Collateral Agreement or other Indenture Documents or Additional Secured Debt Documents, including, without limitation, the New Secured Parties pursuant to the Additional Secured Party Consent.

(c) **Second Lien Mortgage.** All references to “Second Lien Mortgage” throughout the Second Lien Mortgage, as defined in the first paragraph of this First Amendment, or in any document referencing this Second Lien Mortgage, shall mean the Second Lien Mortgage as amended by this First Amendment, as the Second Lien Mortgage may be further amended, restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Indenture Documents (including Additional Secured Debt Documents) or the Obligations or giving notice of any such changes. Any future amendment, restatement, supplementation, or other modification of the Second Lien Mortgage may or may not be recorded.

(d) **Second Lien Intercreditor Agreement.** Whenever referred to in the Second Lien Mortgage or in any related document, “Second Lien Intercreditor Agreement” shall mean the Intercreditor Agreement (as defined in the Collateral Agreement) together with the Intercreditor Joinder Agreement, as amended, supplemented, or otherwise modified from time to time, including by any future joinders to the Second Lien Intercreditor Agreement.

(e) **Other Defined Terms.** Whenever any defined term used in the Second Lien Mortgage is redefined in this First Amendment, such redefinition shall apply to such term as used in the Second Lien Mortgage.

Section 1.3 Secured Amount. All references to “Secured Amount” throughout the Second Lien Mortgage are amended to mean \$6,500,000,000.

Section 1.4 Indenture Documents. All references to “Indenture Documents” throughout the Second Lien Mortgage are amended to mean the Indenture Documents and the Additional Secured Debt Documents.

ARTICLE II MISCELLANEOUS

Section 2.1 Applicability to Obligations. The grants, transfers, assignments and security interests made by this First Amendment and the Second Lien Mortgage are made to secure the Obligations, including all interest thereon, to the same extent and as fully as such secure the obligations described in the Second Lien Mortgage and, for all purposes, all references to a note or notes, or indebtedness or obligations in the Second Lien Mortgage shall hereafter include the Obligations, provided that the principal balance of indebtedness secured by this Second Lien Mortgage shall not exceed at any one time the Secured Amount.

Section 2.2 Effect on Second Lien Mortgage; Confirmation and Ratification of Mortgage. Except as expressly modified hereby, the provisions of the Second Lien Mortgage are and shall remain in full force and effect in accordance with their terms. In all other respects Mortgagor and Mortgagee fully confirm and ratify the Second Lien Mortgage and Indenture Documents, to the extent they are a party thereto, except as expressly modified pursuant to this First Amendment or the Additional Secured Debt Documents. The Second Lien Mortgage shall continue to be a valid and subsisting lien against the Mortgaged Property. Nothing herein shall be deemed to or shall in any manner impair the lien of the Second Lien Mortgage or any security granted to or held by Mortgagee for the obligations described therein.

Section 2.3 Benefit of Second Lien Mortgage. This First Amendment and the Second Lien Mortgage are and shall continue to be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, personal representatives, successors and assigns.

Section 2.4 Representations and Warranties. Mortgagor represents and warrants to Mortgagee that all of the representations and warranties of Mortgagor set forth in the Second Lien Mortgage are true and correct in all material respects on and as of the date hereof with the same effect as though made on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties were true and correct in all material respects as of such earlier date).

Section 2.5 No Change in Mortgage Priority.

(a) *Definition: Junior Lien Claimant.* A “**Junior Lien Claimant**” means any holder of any interest or claim that affects any Mortgaged Property or estate or interest therein, which interest or claim is recorded after the date the Second Lien Mortgage was originally recorded or that is otherwise, or is intended to be, junior and subordinate to the lien of the Second Lien Mortgage.

(b) *Change to Obligations.* The Obligations may, from time to time, be amended, modified, extended, renewed, restated, increased, repledged, supplemented, or otherwise changed (any of the foregoing, a “**Change**”). Changes may include any or all of the following, none of which shall impair the priority of the lien of the Second Lien Mortgage as against the liens of Junior Lien Claimants: (i) complete or partial amendment and restatement of any or all terms and conditions of the Obligations; (ii) modifications of the required principal and/or interest payment dates, deferring or accelerating such payment dates in whole or in part; (iii) modifications, extensions or renewals at a different rate of interest; (iv) increases in any amount in the principal or interest rate of the Obligations; and/or (v) modifications or additional amounts advanced with respect to the Obligations.

(c) *Effect of Change(s).* The Second Lien Mortgage (as amended by this First Amendment and as it may be further amended with or without record notice of such amendment) shall continue to secure the Obligations, with the same priority of lien as the Second Lien Mortgage, even if the Obligations are subject to Change, whether or not: (a) any notice is recorded with respect to such Change; (b) such Change increases the principal amount or the interest rate of the Original Notes or New Notes or otherwise adversely affects Junior Lien Claimants; or (c) Other Second-Lien Obligations secured by the Mortgaged Property are incurred. The execution and delivery of this First Amendment, or of any subsequent or prior (if any) amendment of the Second Lien Mortgage, shall not impair, reduce or subordinate, in whole or in part, the priority of the Second Lien Mortgage. The Obligations (taking into account the effect of any Change) shall continue to be secured by the Second Lien Mortgage, with the same priority of lien, even if any such Change occurs.

(d) *Notice to Junior Lien Claimants.* Section 2.3 of the Second Lien Mortgage provided, and gave full record notice to all potential Junior Lien Claimants, that the Second Lien Mortgage was intended to secure the Obligations arising not only under the Indenture Documents, but also under any amendments, restatements, supplements, or other modifications of the Indenture Documents or under any Additional Secured Debt Documents in connection with any Other Second-Lien Obligations. Any of the foregoing could potentially include modifications that could increase the principal amount or the interest rate of the Original Notes or New Notes or result in the

incurrence of Other Second-Lien Obligations, or otherwise adversely affect Junior Lien Claimants. All actual and potential Junior Lien Claimants are hereby placed on notice that the Obligations are subject to Change(s). By taking or accepting its interest in the Mortgaged Property subject to the Second Lien Mortgage, every Junior Lien Claimant understands, acknowledges, and agrees that the priority and validity of the lien of the Second Lien Mortgage shall not be impaired or limited in any way by any Change. Notwithstanding the magnitude or nature of any Change, such Change shall under no circumstances be deemed to constitute a novation with respect to any Obligation, or otherwise impair or reduce the priority of the lien of the Second Lien Mortgage. Mortgagor acknowledges that the effect of the foregoing is to preclude Mortgagor from obtaining additional financing secured by the Mortgaged Property except solely as may be permitted pursuant to the Indenture Documents (including Additional Secured Debt Documents).

(e) *Interaction with Indenture Documents (including Additional Secured Debt Documents)*. The foregoing provisions relating to Junior Lien Claimants shall not be deemed to limit, or waive any restrictions or prohibitions on transfers (including restrictions or prohibitions on junior liens) set forth in the Indenture Documents (including Additional Secured Debt Documents).

Section 2.6 Future Amendments. The Second Lien Mortgage, as amended by this First Amendment, may not be altered, amended, modified, terminated, waived, released, or discharged, except in a writing signed by the parties or their successors or assigns. All Junior Lien Claimants are hereby placed on notice of the possibility that the Indenture Documents (including Additional Secured Debt Documents) or the Obligations may be amended but any such amendment may or may not be placed of record. Any such amendment shall be fully effective whether or not recorded, without thereby impairing or reducing the priority of the lien of the Second Lien Mortgage or constituting a novation. Junior Lien Claimants should not assume they will be notified of any amendment of the Indenture Documents (including Additional Secured Debt Documents) or of the Obligations that occurs before or after the recording of their lien. By accepting their interest in the Mortgaged Property, Junior Lien Claimants acknowledge and consent to the foregoing.

Section 2.7 Counterparts. This First Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement.

Section 2.8 Severability. In the event any one or more of the provisions contained in this First Amendment or in the Second Lien Mortgage should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Mortgagor and Mortgagee shall endeavor in good-faith negotiations to replace the invalid,

illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 2.9 Applicable Law. The provisions of this First Amendment and the Second Lien Mortgage shall be governed by and construed under the laws of the state in which the Mortgaged Property is located.

Section 2.10 Headings. Section headings herein are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

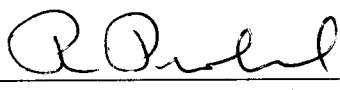
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IN WITNESS WHEREOF, Mortgagee has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

MORTGAGEE:

U.S. Bank National Association,
a national banking association

By: 
Name: Richard Prokosch
Title: Vice President



[HORSESHOE CASINO HAMMOND]

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY) ss.:

I, the undersigned, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Richard Prokosch, personally known to me to be the Vice President of U.S. Bank National Association, a national banking association, and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument of said national banking association, pursuant to the authority duly given by said national banking association, as a free and voluntary act, and as the free and voluntary act and deed of said national banking association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3rd day of April, 2009.

Signature of Notary

Denise Landeen

Commission expires January 31, 2012.



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[HORSESHOE CASINO HAMMOND]


IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

MORTGAGOR:

HORSESHOE HAMMOND, LLC,
an Indiana limited liability company

By: Horseshoe Gaming Holding, LLC,
its Sole Member

By: Harrah's Operating Company, Inc.,
its Sole Member

By: 
Name: Jonathan S. Halkyard
Title: Senior Vice President,
Chief Financial Officer and Treasurer

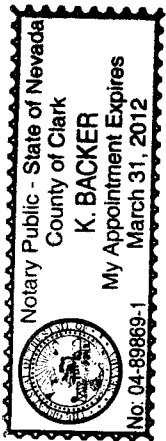


[HORSESHOE CASINO HAMMOND]

STATE OF Nevada)
)
COUNTY OF Clark)

ss.:

I, the undersigned, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Jonathan S. Halkyard, personally known to me to be the Senior Vice President, Chief Financial Officer and Treasurer of Harrah's Operating Company, Inc., a Delaware corporation, and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Senior Vice President, Chief Financial Officer and Treasurer, he signed and delivered the said instrument of said corporation, pursuant to the authority given by the Board of Directors of said Harrah's Operating Company, Inc. as a free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.



Given under my hand and official seal, this 3rd day of April, 2009

Signature of Notary [Signature]

Commission expires March 31, 2012

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

[Signature]
Jeffrey S. Held, Esq.

This instrument prepared by Jeffrey S. Held, Esq.



[HORSESHOE CASINO HAMMOND]

EXHIBIT A

LEGAL DESCRIPTION

Legal Description of premises commonly known as HORSESHOE HAMMOND and located at Parcel 26-37-0059-003, Parcel 26-37-0098-0005, Parcel 26-37-0098-0006, 1114 Indianapolis Avenue, 1129 5th Avenue, 200 North BL. Indianapolis Boulevard (Parcel 26-37-0123-0015), Parcel 26-37-0124-0016:

PARCEL 9:

A strip of land, lying in Section 1, Township 37 North, Range 10 West of the Second Principal Meridian and Section 36, Township 38 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as



follows: Commencing at the intersection of the East line of said Section 1 and the Northeasterly right of way line of the Baltimore and Ohio Railroad; thence South 00 degrees 00 minutes 00 seconds East along said East Section line 360.21 feet to the point of beginning; thence North 00 degrees 00 minutes 00 seconds East along said Section line 184.47 feet to the Southwesterly right of way line of the Baltimore and Ohio Railroad; thence Northwesterly along said right of way on a curve to the right 1092.66 feet, said curve having a radius of 6893.42 feet and a chord that bears North 44 degrees 43 minutes 55 seconds West 1091.51 feet; thence North 40 degrees 11 minutes 28 seconds West along said right of way line 230.52 feet to the centerline of Wolf River Channel as dedicated in Book 92, page 439, in the Office of the Recorder, Lake County, Indiana; thence South 21 degrees 54 minutes 16 seconds West along said centerline 48.86 feet to the Southwesterly right of way line of said Baltimore and Ohio Railroad; thence Northwesterly along said right of way line on a curve to the right 656.96 feet, said curve having a radius of 11,454.71 feet and a chord that bears North 40 degrees 55 minutes 26 seconds West 656.87 feet; thence North 39 degrees 16 minutes 52 seconds West along said right of way line 1747.53 feet to the Southeasterly boundary of a parcel of land conveyed to Commonwealth

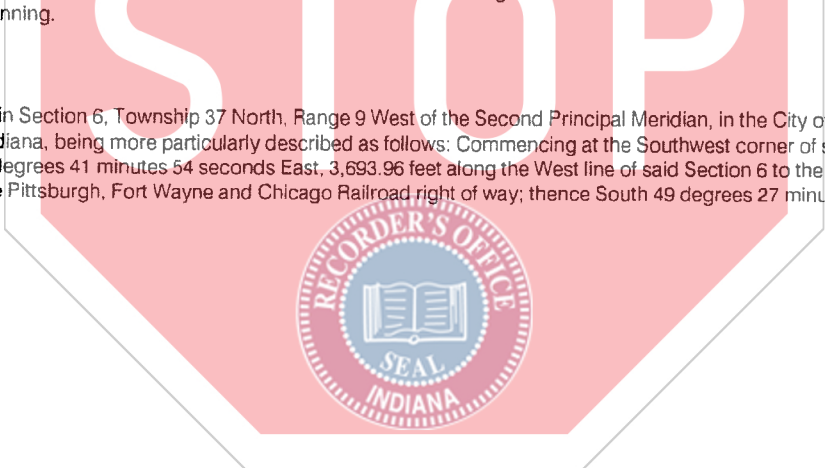
Edison of Indiana, Inc. as recorded in the Office of the Recorder of Lake County, Indiana, on September 15, 1972, as Document No. 167074; thence South 27 degrees 20 minutes 35 seconds West along said boundary 108.94 feet to the Northeasterly right of way line of the Pittsburgh-Fort Wayne and Chicago Railroad; thence South 39 degrees 16 minutes 52 seconds East, along said right of way line, 1704.31 feet; thence Southeasterly, along said right of way line, on a curve to the left 710.40 feet, said curve having a radius of 11,554.71 feet and a chord that bears South 41 degrees 02 minutes 32 seconds East 710.29 feet, to the centerline of Wolf River Channel as dedicated; thence South 21 degrees 54 minutes 16 seconds West along said centerline and said right of way line 139.26 feet; thence South 50 degrees 08 minutes 20 seconds East along said right of way line, that is 50 feet from the centerline of the Eastbound main track, 1339.82 feet to the point of beginning.

PARCEL 10:

A strip of land lying in Section 1, Township 37 North, Range 10 West of the Second Principal Meridian and Section 36, Township 38 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the intersection of the East line of said Section 1 and the Northeasterly right of way line of said Baltimore and Ohio Railroad; thence South 00 degrees 00 minutes 00 seconds East along said East Section line 360.21 feet to the Northeasterly right of way line of said Pittsburgh-Fort Wayne and Chicago Railroad; thence North 50 degrees 08 minutes 20 seconds West along said right of way line, that is 50 feet from the centerline of the Eastbound main track, 1339.82 feet; thence North 46 degrees 13 minutes 12 seconds West, 377.55 feet to the point of beginning; thence Northwesterly, parallel with and 32 feet from the centerline of the Westbound main track on a curve to the right, 641.24 feet, said curve having a radius of 2775.00 feet and a chord that bears North 35 degrees 25 minutes 59 seconds West 639.81 feet; thence North 28 degrees 48 minutes 47 seconds West, parallel with and 32 feet from the centerline of the Westbound main track, 319.11 feet; thence Northwesterly, parallel with and 32 feet from the centerline of the Westbound main track, on a curve to the left 373.11 feet, said curve having a radius of 3007.30 feet and a chord that bears North 32 degrees 22 minutes 03 seconds West, 372.87 feet to the Northeasterly right of way line of said Pittsburgh-Fort Wayne and Chicago Railroad; thence South 39 degrees 16 minutes 52 seconds East along said right of way line 920.03 feet; thence along said right of way line Southeasterly on a curve to the left 236.19 feet, said curve having a radius of 11,554.71 feet and a chord that bears South 39 degrees 52 minutes 00 seconds East 236.19 feet; thence South 02 degrees 27 minutes 28 seconds West 222.63 feet to the point of beginning.

PARCEL 11:

A parcel of land in Section 6, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Hammond, Lake County, Indiana, being more particularly described as follows: Commencing at the Southwest corner of said Section 6; thence North 0 degrees 41 minutes 54 seconds East, 3,693.96 feet along the West line of said Section 6 to the Northerly right of way line of the Pittsburgh, Fort Wayne and Chicago Railroad right of way; thence South 49 degrees 27 minutes 36



seconds East, 1,275.61 feet along said Northerly railroad right of way line to the centerline of Lake Avenue, said point being the point of beginning; thence continuing on the last mentioned course 1,663.99 feet to the North-South centerline of said Section 6; thence North 0 degrees 00 minutes 00 seconds East, 371.02 feet along said North-South centerline; thence North 53 degrees 00 minutes 00 seconds West, 1,334.80 feet to the East-West centerline of said Section 6; thence South 89 degrees 12 minutes 48 seconds West, 26.11 feet along said East-West centerline; thence North 53 degrees 00 minutes 00 seconds West, 212.52 feet to the centerline of said Lake Avenue; thence South 0 degrees 42 minutes 48 seconds West, 220.32 feet along said centerline of Lake Avenue to the point of beginning.

PARCEL 12:

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the 2nd Principal Meridian located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 00 degrees 00 minutes 00 seconds (assumed bearing) 2,180.44 feet along the East line of said Section 1 to its point of intersection with the original centerline of the 80-foot-wide right-of-way of Indianapolis Boulevard; thence North 39 degrees 07 minutes 01 second West 2,689.03 feet along said original centerline of the 80-foot-wide right-of-way of Indianapolis Boulevard to its point of intersection with the centerline of 112th Street (80-foot-wide right-of-way); thence South 50 degrees 52 minutes 59 seconds West 190.00 feet along the centerline of 112th street; thence South 34 degrees 15 minutes 02 seconds West 497.85 feet along the centerline of 112th street; thence North 55 degrees 44 minutes 58 seconds West 40.00 feet perpendicular to the centerline of 112th street to the Southeastern corner of the 1.419 acre tract of land described in the Warranty Deed recorded as instrument No. 507068 on December 14, 1978 in the Office of the Recorder of Lake County, Indiana, to a point on the boundary (terminus of the third course) of the 4.793 acre tract of land described in the special warranty deed recorded as instrument No. 94021860 on March 23, 1994 in said Recorder's Office, and to the point of beginning of this description; thence South 34 degrees 15 minutes 02 seconds West 205.33 feet along the Northwestern right-of-way line of 112th Street; thence North 89 degrees 51 minutes 46 seconds West 336.05 feet along the Northern right-of-way line of 112th Street to the Eastern right-of-way of 5th Avenue (66 foot-wide right-of-way); thence North 00 degrees 04 minutes 19 seconds West 120.00 feet from the Southeastern corner of the intersection of 5th Avenue and 110th Street (66-foot-wide right-of-way); thence South 89 degrees 37 minutes 25 seconds East 172.00 feet; thence North 00 degrees 04 minutes 19 seconds East 72.00 feet; thence South 89 degrees 37 minutes 25 seconds East 218.00 feet; thence North 00 degrees 04 minutes 19 seconds East 57.74 feet to the Southwestern right of way line of Indianapolis Boulevard; thence South 39 degrees 07 minutes 01 second East 180.04 feet along the Southwestern right-of-way line of Indianapolis Boulevard to the Northwestern Boundary of said 4.793 acre tract of land, the next eight courses are along the boundary of said 4.793 acre tract of land;

- 1) thence South 50 degrees 43 minutes 23 seconds West 135.68 feet (measured, 155.27 feet deeded);
- 2) thence South 36 degrees 14 minutes 30 seconds West 136.32 feet;
- 3) thence South 11 degrees 49 minutes 05 seconds West 132.22 feet;
- 4) thence South 04 degrees 06 minutes 03 seconds East 125.93 feet;
- 5) thence South 24 degrees 13 minutes 40 seconds East 122.46 feet to a point on a non-tangent curve concave to the Northeast, said point being South 60 degrees 23 minutes 05 seconds West 346.48 feet from the radius point of said curve;
- 6) thence Southeasterly 181.42 feet along said curve to a point being South 30 degrees 23 minutes 06 seconds West 346.48

feet from the radius point of said curve;

7) thence South 36 degrees 54 minutes 32 seconds East 43.83 feet;

8) thence South 13 degrees 20 minutes 38 seconds West 227.01 feet to the point on beginning.

PARCEL 13:

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian located in North Township, Lake County, Indiana, described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing), 2,180.44 feet along the East line of said Section 1 to its point of intersection with the original centerline of the 80 foot wide right-of-way of Indianapolis Boulevard; thence North 39 degrees 07 minutes 01 seconds West, 2,689.03 feet along said original centerline of the 80 foot wide right-of-way of Indianapolis Boulevard to its point of intersection with the centerline of 112th Street (80 foot wide right-of-way); thence South 50 degrees 52 minutes 59 seconds West, 190.00 feet along the centerline of 112th Street; thence South 34 degrees 15 minutes 02 seconds West, 497.85 feet along the centerline of 112th Street; thence North 55 degrees 44 minutes 58 seconds West 40.00 feet perpendicular to the centerline of 112th Street to the Southeastern corner of the 1.419 acre tract of land described in the Warranty Deed recorded as instrument 507068 on December 14, 1978 in the Office of the Recorder of Lake County, Indiana, and the point of beginning of this description; thence North 13 degrees 20 minutes 38 seconds East, 227.01 feet; thence North 36 degrees 54 minutes 32 seconds West, 43.83 feet to the South right-of-way of the Marina Access Road Special Warranty Deed 94-21860 dated March 23, 1994 and a point on a curve, said curve being concave to the Northeast and having a radius of 346.48 feet; thence Easterly along said curve, a distance of 127.17 feet (chord distance 126.46 feet, chord bearing South 70 degrees 07 minutes 47 seconds East) to a point on said Westerly right-of-way of 112th Street; thence South 34 degrees 15 minutes 02 seconds West, 257.63 feet along said Westerly right-of-way of 112th Street to the point of beginning.

PARCEL 14:

Part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

Commencing at a point on the Southwesterly right of way line of Indianapolis Boulevard also known as Indiana Boulevard, where the same is intersected by the Southeast line produced of the real estate conveyed by Edward Roby to Aaron Barnes by a Warranty Deed dated August 1, 1877 and recorded September 27, 1877, in Deed Record 25, page 259; thence Southeasterly along the Southwesterly side of said Indianapolis Boulevard, formerly known as Indiana Boulevard, 25 feet; thence Southwesterly at right angles to said Boulevard, 140 feet; thence Northwesterly parallel with said Boulevard 25 feet to the Southeast line of the land conveyed as aforesaid by said Roby to Aaron Barnes, in Deed Record 25, page 259; thence Northeasterly along the aforementioned line 140 feet to the place of beginning.

