

EASEMENT FOR ELECTRICAL LINES

Know All Men, that The Majestic Star Casino, LLC an Indiana limited liability company, and/or Majestic Gary Land Trust (the "Grantor"), in consideration of the sum of one dollar (\$1.00) and other valuable consideration in hand paid to the Grantor, hereby grants to Northern Indiana Public Service Company, an Indiana corporation, and to its successors and assigns (the "Grantee"), an easement, with the right and authority from time to time, to construct, erect, install, repair, replace, renew, maintain, alter, operate, and remove towers, poles, and to string, install, construct, erect, maintain, operate, repair, replace, and renew wires, cables, and other necessary equipment upon and between such towers and poles, together with all related equipment, fixtures, and appurtenances which may include fiber optic or related equipment for internal communication (the "NIPSCO Facilities"); together with all the rights and privileges necessary or convenient for the transmission, distribution and delivery of electricity to the general public to be used for light, heat, power, and other purposes as well as, including the right of ingress and egress to and from the Easement Area (as defined below) over adjoining lands of Grantor; and the right to survey, trim, cut down and remove or control by herbicides, now existing or future occurring vegetation, any overhanging branches or undergrowth, or any trees of such height which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any of the NIPSCO Facilities, or structures which interfere with the operation of the NIPSCO Facilities, within, along and over those certain strips of right-of-way situated in the County of Lake, State of Indiana, as further described and set forth with descriptions for Parcel C, Parcel D, Parcel E, and Parcel F, and Exhibit B, each attached hereto and incorporated herein (collectively, the "Easement Area").

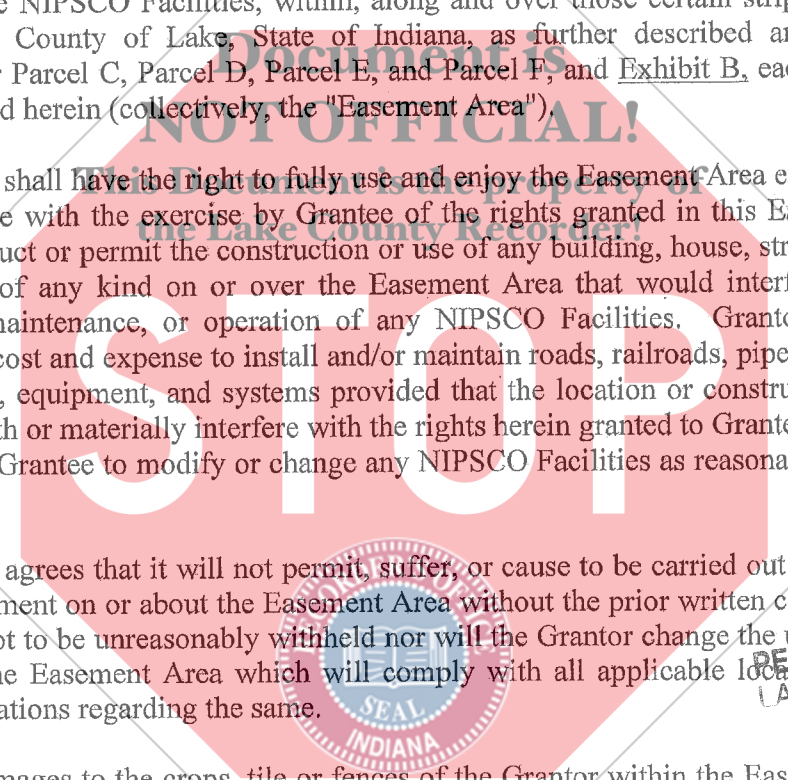
Grantor shall have the right to fully use and enjoy the Easement Area except for such use as may interfere with the exercise by Grantee of the rights granted in this Easement. Grantor shall not construct or permit the construction or use of any building, house, structure, equipment or obstruction of any kind on or over the Easement Area that would interfere with the safe construction, maintenance, or operation of any NIPSCO Facilities. Grantor is permitted at Grantor's sole cost and expense to install and/or maintain roads, railroads, pipelines, power lines, utility facilities, equipment, and systems provided that the location or construction shall not be inconsistent with or materially interfere with the rights herein granted to Grantee in the Easement Area, or cause Grantee to modify or change any NIPSCO Facilities as reasonably determined by Grantee.

Grantor agrees that it will not permit, suffer, or cause to be carried out any excavation or water impoundment on or about the Easement Area without the prior written consent of Grantee, such consent not to be unreasonably withheld nor will the Grantor change the utility or drainage grade within the Easement Area which will comply with all applicable local, state, and federal laws, and regulations regarding the same.

Any damages to the crops, tile or fences of the Grantor within the Easement Area, or on lands of the Grantor adjoining the Easement Area, done by the Grantee in the construction, erection, installation, repair, replacement or renewal of the NIPSCO Facilities shall be promptly paid by the Grantee. Patrolling the Easement Area and NIPSCO Facilities on foot shall not constitute grounds for a claim for crop damage.

2014
0004592

STATE OF INDIANA
LAKE COUNTY
FILED



FILED

JAN 7 9 2014
PEGGY HOLINGA KATONA
LAKE COUNTY CLERK

010362

32:00
CASH
NON CONF
PDS

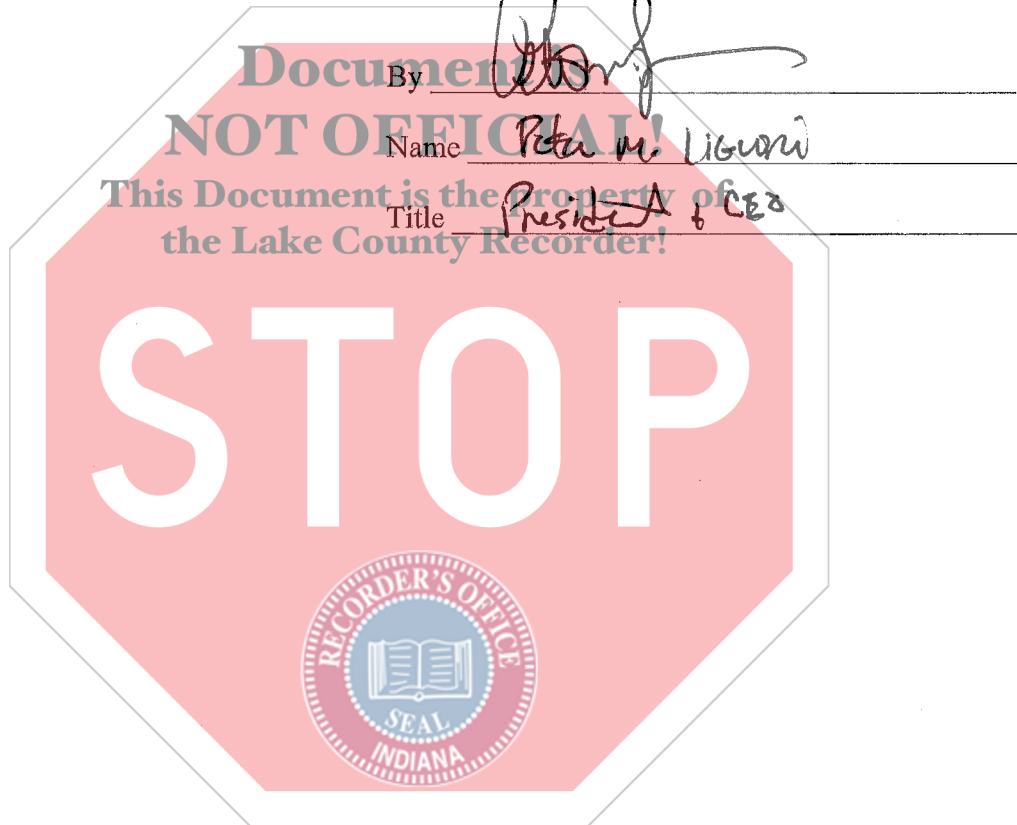
Grantee shall indemnify, hold harmless and defend Grantor for any claims, damages, losses, fines, penalties, costs and expenses, (other than consequential damages), suffered by Grantor which directly result from the culpability or negligence of the Grantee or its representatives and contractors along the Easement Area.

The Grantor hereby covenants to be the owner in fee simple of the Easement Area, subject to all easements of record, lawfully seized thereof, with good right to grant and convey this Easement herein, and guarantees the quiet possession thereof, and that the Grantor will warrant and defend the title to the Easement Area against all lawful claims.

The rights granted in this Easement may be assigned in whole or in part. This Easement to be binding on the heirs, executors, administrators, grantees and assigns of the Grantor, and upon the Grantee, its successor and assigns.

IN WITNESS WHEREOF, the Grantor had duly executed this Easement for Electrical Lines on this 2nd day of December, 2013.

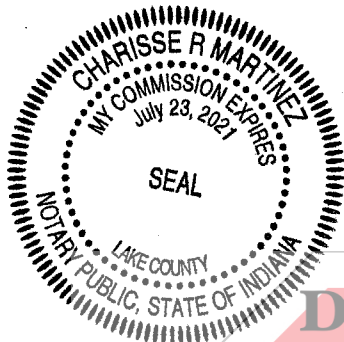
THE MAJESTIC STAR CASINO, LLC



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, personally appeared Peter M Liguori, the President and CEO of The Majestic Star Casino, LLC, who represented and acknowledged that he/she had authority to sign the foregoing Easement for Electrical Lines on behalf of The Majestic Star Casino, LLC, and who acknowledged the execution of the foregoing Easement for Electrical Lines on behalf of The Majestic Star Casino, LLC.

WITNESS my hand and Notarial Seal this 2nd day of December, 2013.



Charisse R Martinez
Signature
Charisse R Martinez
Printed Notary Public

My Commission Expires:

July 23, 2021

County of Residence:

Lake



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. *Michael J. Lewinski.*

This instrument drafted by,
and after recording should
be returned to:

Michael J. Lewinski
Ice Miller LLP
One American Square
Suite 2900
Indianapolis, IN 46282



PARCEL C

A parcel of land in the north one-half (N 1/2) of Section Twenty-five (25), Township Thirty-seven (37) North, Range Nine (9) West of the Second Principal Meridian, in the County of Lake and the State of Indiana, said parcel of land being described as follows:

Commencing at a rail monument at the Southwest Corner of the Northwest Quarter (NW 1/4) of said Section Twenty-five (25), thence northerly along the west line of said Northwest Quarter (NW 1/4) of Section Twenty-five (25), a distance of one thousand eight hundred sixty-eight and forty-three hundredths (1,868.43) feet to the northeasterly right-of-way line of the Elgin, Joliet and Eastern Railway Company, formerly the northeasterly right-of-way line of the Chicago, Indiana and Southern Railroad; thence south fifty-three degrees, seventeen minutes and twenty-six seconds east ($S 53^{\circ} 17' 26'' E$) along said northeasterly right-of-way line a distance of five hundred thirty-nine and nine hundredths (539.09) feet to a point; thence north thirty-six degrees, forty-two minutes and thirty-four seconds east ($N 36^{\circ} 42' 34'' E$) a distance of eighty-five (85) feet to a rail monument which is the point of beginning of the description of said parcel of land; thence south fifty-three degrees, seventeen minutes and twenty-six seconds east ($S 53^{\circ} 17' 26'' E$) a distance of three hundred twenty-six and eighteen hundredths (326.18) feet to a point; thence south sixty-four degrees, twenty-four minutes and thirty-four seconds west ($S 64^{\circ} 24' 34'' W$) a distance of ninety-six (96) feet to a point on the said northeasterly right-of-way line; thence north fifty-three degrees, seventeen minutes and twenty-six seconds west ($N 53^{\circ} 17' 26'' W$) on and along-said northeasterly right-of-way line a distance of two hundred eighty-one and fifty-five hundredths (281.55) feet to a point; thence north thirty-six degrees, forty-two minutes and thirty-four seconds east ($N 36^{\circ} 42' 34'' E$) a distance of eighty-five (85) feet to said point of beginning;

PARCEL D

A strip of land two hundred fifty (250) feet wide lying one hundred twenty-five (125) feet on each side of a center line, and said center line produced, in the Northwest Quarter (NW 1/4) of Section Twenty-five (25) and the Northeast Quarter (NE 1/4) of Section Twenty-six (26) all in Township Thirty-seven (37) North, Range Nine (9) West of the Second Principal Meridian in the County of Lake, State of Indiana, said center line being described as follows:

Beginning at a point on the northeasterly line of Parcel Two (2) as conveyed by Illinois Steel Company to Universal Portland Cement Company by Quitclaim Deed dated January 25, 1923, and recorded February 1, 1923, in the Office of the Recorder of the County of Lake, State of Indiana, in Deed Record 308, Page 22; said northeasterly line of said Parcel Two (2) also being the southwesterly right-of-way line of the Elgin, Joliet and Eastern Railway Company, formerly the southwesterly right-of-way line of the Chicago, Lake Shore and Eastern Railway Company; said point of beginning also being two hundred sixty-four and two tenths (264.2) feet measured southeasterly along the northeasterly line of said Parcel Two (2) from the west line of said Northwest Quarter (NW 1/4) of Section Twenty-five (25); thence southwesterly one thousand one hundred two and twenty-eight hundredths (1,102.28) feet more or less to a point on the southwesterly line of said Parcel Two (2); said southwesterly line of said Parcel Two (2) also being the northeasterly right-of-way line of the Elgin, Joliet and Eastern Railway Company, formerly the northeasterly right-of-way line of the Chicago, Lake Shore and Eastern Railway Company; said point on the southwesterly line of said Parcel Two (2) also being nine hundred forty-five and seven tenths (945.7) feet measured northwesterly along the southwesterly line or said Parcel Two (2) from the east line of said Northeast Quarter (NE 1/4) of Section Twenty-six (26);

PARCEL E

A strip of land two hundred fifty (250) feet wide, lying one hundred twenty-five (125) feet on each side of a center line, and said center line produced, in the Northeast Quarter (NE 1/4) of Section Twenty-six (26), Township Thirty-seven (37) North, Range Nine (9) West of the Second Principal Meridian in the County of Lake, State of Indiana, said center line being described as follows:

Beginning at a point on the northeasterly line of Parcel Two (2) as conveyed by Gary Land Company to Universal Atlas Cement Company by Quitclaim Deed dated March 20, 1942, and recorded in the Office of the Recorder of the County of Lake, State of Indiana, in Deed Record 658, Page 271; said northeasterly line of said Parcel Two (2) also being the southwesterly right-of-way line of the Baltimore and Ohio and Chicago Railroad Company; said point or beginning also being one thousand two hundred eighty-six and nine tenths (1,286.9) feet, measured northwesterly along the northeasterly line of said Parcel Two (2) from the east line of said Section Twenty-six (26); thence southwesterly seven hundred eleven and fifty-five one hundredths (711.55) feet, more or less, to a point on the southerly line of said Parcel Two (2); said southerly line of said Parcel Two (2) also being the northerly right-of-way line of the Pittsburgh, Fort Wayne and Chicago Railroad Company; said point on the said southerly line of said Parcel Two (2) also being five hundred nineteen and one tenths (519.1) feet northwesterly of the intersection of the said southerly line of said Parcel Two (2) and the east and west center line of said Section Twenty-six (25) measured along the said southerly line of the said Parcel Two (2);

PARCEL F

A strip of land one hundred fifty (150) feet wide, lying seventy-five (75) feet on each side of a center line, and said center line produced, in the Southwest Quarter (SW 1/4) of Section Twenty-three (23), Township Thirty-seven (37) North, Range Nine (9) West of the Second Principal Meridian, in the County of Lake, State of Indiana, said center line being described as follows:

Beginning at a point four hundred fifty-seven (457) feet easterly of and measured at right angles to the west line of said Southwest Quarter (SW 1/4) of Section Twenty-three (23); said point also being on the southwesterly line of Parcel Three (3) as conveyed by Gary Land Company to Universal Atlas Cement Company by Quitclaim Deed dated March 20, 1942, and recorded June 11, 1942, in the Office of the Recorder of the County of Lake, State of Indiana, in Deed Record 658, Page 271; said point also being on the northerly line of the one hundred (100) foot right-of-way conveyed by George T. Cline to the Pittsburgh, Fort Wayne and Chicago Railroad Company by Deed dated August 8, 1859, and recorded September 7, 1859, in the Office of the Recorder in the County of Lake, State of Indiana, in Book "S", Page 98; thence northerly and parallel to the west line of said Southwest Quarter (SW 1/4) of Section Twenty-three (23), six hundred forty-three (643) feet, more or less, to a point on the northeasterly line of said Parcel Three (3), said point also being on the southerly line of the one hundred (100) foot right-of-way conveyed by Gary Land Company to Baltimore and Ohio and Chicago Railroad Company by warranty Deed dated April 12, 1915, and recorded March 9, 1916, in the Office of the Recorder in the County of Lake, State of Indiana, in Book 221, Page 4;

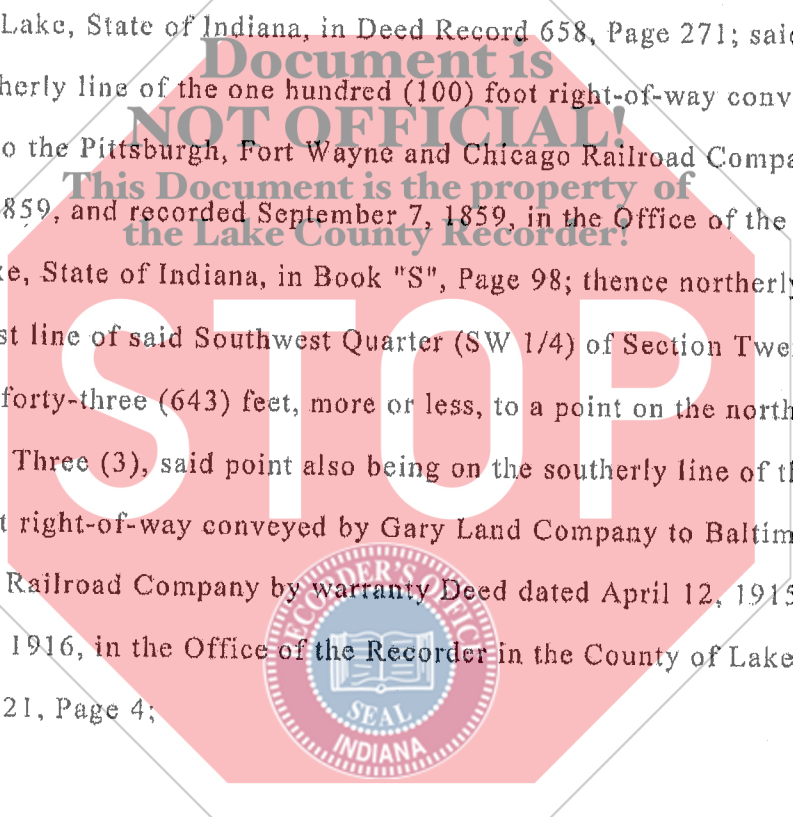


EXHIBIT B

PART OF SECTIONS 23, 25 & 26, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE COUNTY OF LAKE, STATE OF INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NWY4) OF SAID SECTION 23; THENCE NORTH 00 DEGREES 28 MINUTES 13 SECONDS WEST (BEARINGS TAKEN FROM AN EASEMENT AGREEMENT BETWEEN GARY NEW CENTURY, LLC AND THE CITY OF GARY, RECORDED IN DR 2004-014285) 492.40 FEET (DEED: 492.62 FEET) TO THE NORTHEASTERN BOUNDARY OF THE ELGIN JOLIET AND EASTERN RAILWAY COMPANY; THENCE SOUTH 46 DEGREES 59 MINUTES 25 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID RAILWAY A DISTANCE OF 228.30 FEET TO A CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT (R=1130920 FEET) A DISTANCE OF 1404.65 FEET (CHORD: SOUTH 50 DEGREES 32 MINUTES 54 SECONDS EAST A DISTANCE OF 1403.75 FEET) TO A POINT; THENCE SOUTH 54 DEGREES 50 MINUTES 49 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID RAILROAD A DISTANCE OF 2944.18 FEET (DEED: 2971.64 FEET) TO A NORTHWESTERLY CORNER OF LAND CONVEYED TO BUFFINGTON HARBOR PARKING ASSOCIATES, LLC IN DR 2000-072823; THENCE SOUTH 54 DEGREES 06 MINUTES 24 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID RAILROAD A DISTANCE OF 355.66 FEET TO THE SOUTHERLY CORNER OF SAID HARBOR LAND; THENCE NORTH 42 DEGREES 41 MINUTES 48 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID HARBOR LAND A DISTANCE OF 39.14 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 42 DEGREES 41 MINUTES 48 SECONDS EAST ALONG A SOUTHEASTERLY LINE OF SAID HARBOR LAND A DISTANCE OF 14.39 FEET TO A CURVE TO THE RIGHT; THENCE NORTHEASTWARDLY ALONG SAID CURVE TO THE RIGHT (R=94.22 FEET) ALONG THE SOUTHEASTERLY LINE OF SAID HARBOR LAND A DISTANCE OF 16.10 (CHORD: NORTH 46 DEGREES 11 MINUTES 47 SECONDS EAST, 16.08 FEET) TO A POINT; THENCE SOUTH 55 DEGREES 26 MINUTES 08 SECONDS EAST A DISTANCE OF 352.87 FEET TO A POINT; THENCE NORTH 61 DEGREES 19 MINUTES 09 SECONDS EAST A DISTANCE OF 160.35 FEET TO A POINT; THENCE SOUTHEASTWARDLY PARALLEL WITH AND 30 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF PARCEL "4K" AS SHOWN IN SAID AGREEMENT ALONG THE FOLLOWING 9 COURSES: SOUTH 53 DEGREES 08 MINUTES 30 SECONDS EAST, 248.25 FEET; SOUTH 43 DEGREES 36 MINUTES 11 SECONDS EAST, 44.60 FEET; SOUTH 52 DEGREES 55 MINUTES 24 SECONDS EAST, 308.39 FEET; SOUTH 59 DEGREES 19 MINUTES 52 SECONDS EAST, 99.84 FEET; SOUTH 54 DEGREES 45 MINUTES 26 SECONDS EAST, 202.69 FEET; SOUTH 49 DEGREES 02 MINUTES 48 SECONDS EAST, 50.25 FEET; SOUTH 54 DEGREES 45 MINUTES 26 SECONDS EAST, 197.75 FEET; SOUTH 57 DEGREES 37 MINUTES 10 SECONDS EAST, 100.12 FEET; SOUTH 54 DEGREES 45 MINUTES 26 SECONDS EAST, 529.53 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LAND CONVEYED TO THE MAJESTIC STAR CASINO, LLC IN DR 2004-014290; THENCE SOUTH 35 DEGREES 53 MINUTES 36 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID CASINO LAND A DISTANCE OF 30 FEET TO A POINT; THENCE NORTH 54 DEGREES 45 MINUTES 26 SECONDS WEST A DISTANCE OF 188.45 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL; THENCE NORTHWESTWARDLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL ALONG THE FOLLOWING 10 COURSES: NORTH 54 DEGREES 45 MINUTES 26 SECONDS WEST, 340 FEET; NORTH 57 DEGREES 37 MINUTES 10 SECONDS WEST, 100.12 FEET; NORTH 54 DEGREES 45 MINUTES 26 SECONDS WEST, 200 FEET; NORTH 49 DEGREES 02 MINUTES 48 SECONDS WEST, 50.25

FEET; NORTH 54 DEGREES 45 MINUTES 26 SECONDS WEST, 200 FEET; NORTH 59 DEGREES 19 MINUTES 52 SECONDS WEST, 100.32 FEET; NORTH 52 DEGREES 55 MINUTES 24 SECONDS WEST, 312.51 FEET; NORTH 43 DEGREES 36 MINUTES 11 SECONDS WEST, 44.54 FEET; NORTH 53 DEGREES 08 MINUTES 30 SECONDS WEST, 243.60 FEET; NORTH 61 DEGREES 19 MINUTES 09 SECONDS WEST, 47.98 FEET TO A POINT; THENCE CONTINUING NORTH 61 DEGREES 19 MINUTES 09 SECONDS WEST A DISTANCE OF 111.76 FEET TO A POINT; THENCE NORTH 55 DEGREES 26 MINUTES 08 SECONDS WEST A DISTANCE OF 359.68 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

PREPARED BY MARBACH, BRADY &

WEAVER, INC. CONTAINING 1.58 ACRES OF

LAND. REF: DR 2004-014290

