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AFFIDAVIT OF LEASE TERMINATION

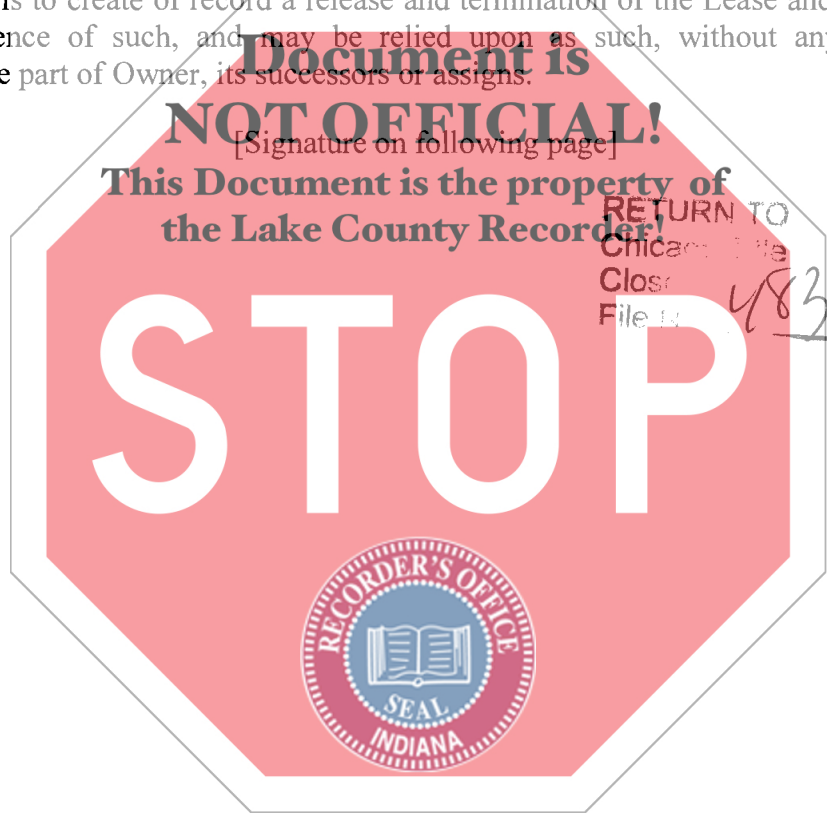
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THIS AFFIDAVIT OF LEASE TERMINATION is made as of the 15th day of July, 2015, by The Majestic Star Casino, LLC, an Indiana limited liability company, successor in interest to Buffington Harbor Riverboats, LLC, a Delaware limited liability company ("Owner").

Reference is hereby made to that certain Ground Lease dated August 29, 1997 by and between Owner, as lessor, and Trump Indiana Realty, LLC, a Delaware limited liability company ("TIR"), as lessee (the "Lease"), which Lease was recorded with the Lake County, Indiana Recorder on April 13, 1998 as Document No. 98025483, and further evidenced by a Memorandum of Lease made by and between Owner and TIR, dated February 25, 1998 and recorded February 27, 1998 with the Lake County, Indiana Recorder as Document No. 98014140.

Owner is the fee owner of the real property leased under and referenced in the Lease, and Owner hereby affirms and confirms that pursuant to that certain Termination Agreement and General Release, a copy of which is attached hereto as Exhibit A, the Lease is of no further force or effect and does not affect such real property or the use and occupancy thereof. The purpose of this instrument is to create of record a release and termination of the Lease and shall be deemed sufficient evidence of such, and may be relied upon as such, without any further actions necessary on the part of Owner, its successors or assigns.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL S. GRAMA
RECORDER
2015 SEP -2 AM 10:11



2/10/15
JF
WM
#9421

IN WITNESS WHEREOF, this Affidavit of Lease Termination has been executed and delivered as of the day and year first above written.

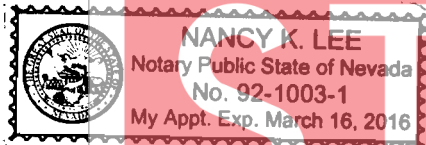
The Majestic Star Casino, LLC, an Indiana limited liability company

By: Jon Bennett
Name: Jon Bennett
Its: Chief Financial Officer

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jon Bennett, the SUPV C70 of The Majestic Star Casino, LLC, an Indiana limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15 day of July, 2015.



Nancy K. Lee
Notary Public
(SEAL)

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. Paul Kelley

This Instrument prepared by: Paul Kelley, Taft Stettinius & Hollister LLP, 111 E. Wacker Drive, Suite 2800, Chicago, Illinois 60616.

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Exhibit A

TERMINATION AGREEMENT AND GENERAL RELEASE

This Termination Agreement and General Release (this "Agreement and Release") is being executed and delivered by Buffington Harbor Riverboats, L.L.C., a Delaware limited liability company ("BHR") and Trump Indiana Realty, LLC., a Delaware limited liability company ("Indiana Realty") in accordance with Section 6.06(xiii) of the Stock Purchase Agreement dated November 3, 2005 (the "Stock Purchase Agreement"), by and among The Majestic Star Casino, LLC, an Indiana limited liability company ("Purchaser") and Trump Entertainment Resorts Holdings, L.P., a Delaware limited partnership ("Seller"). Capitalized terms used in this Agreement and Release without definition have the respective meanings given to them in the Stock Purchase Agreement.

WHEREAS, BHR and Indiana Realty are parties to that certain Ground Lease dated as of August 29, 1997 (the "Ground Lease"); and

WHEREAS, BHR and Indiana Realty acknowledge that (i) execution and delivery of this Agreement and Release and the termination of the Ground Lease are conditions precedent to Purchaser's obligation to purchase the outstanding capital stock of the Trump Indiana, Inc., held by the Seller (the "Shares") pursuant to the Stock Purchase Agreement and (ii) Purchaser and Seller are relying on this Agreement and Release in consummating such transaction.

NOW THEREFORE, BHR and Indiana Realty, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, hereby agree as follows:

1. ~~Termination of the Ground Lease.~~ BHR and Indiana Realty hereby agree to terminate the Ground Lease as of the date hereof. BHR and Indiana Realty agree that the Ground Lease shall be deemed null and void as of the date hereof and that any and all rights and obligations of any party arising heretofore or hereafter under the Ground Lease are hereby extinguished and terminated. BHR and Indiana Realty agree to execute any and all documents and writings which may be reasonably requested by Purchaser and/or necessary to further effectuate the termination of the Ground Lease and the intent of this Agreement and Release.

2. General Release. Effective as of the Closing Date:

(a) BHR does hereby release and discharge Indiana Realty, its successors and assigns, and its respective officers, directors, employees, and agents, from and against any and all claims, demands, debts, accounts, contracts, obligations, liabilities, actions and causes of action, whether in law or in equity, and of any kind or nature, which as of the Closing Date BHR had, has or hereafter may have, directly or indirectly against Indiana Realty.

(b) Indiana Realty does hereby release and discharge BHR, its successors and assigns, and its respective officers, directors, employees, and agents, from and against any and all claims, demands, debts, accounts, contracts, obligations, liabilities, actions and causes of action, whether in law or in equity, and of any kind or nature, which as of the Closing Date Indiana Realty had, has or hereafter may have, directly or indirectly against BHR.

3. Miscellaneous.

(a) Each of BHR and Indiana Realty represent and warrant that no person other than the parties to the Ground Lease has any rights under the Ground Lease.

(b) If any provision of this Agreement and Release is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement and Release will remain in full force and effect. Any provision of this Agreement and Release held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(c) This Agreement and Release shall be governed by and construed under the laws of the State of Indiana without regard to principles of conflicts of law.

(d) This Agreement and Release constitutes the entire agreement between the parties hereto with regard to the subject matters contained herein, and supersedes all prior understandings and agreements, whether written or verbal, related thereto.

(e) This Agreement and Release may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature page of this Agreement and Release executed and transmitted via facsimile shall be deemed an original for all purposes.

IN WITNESS WHEREOF, each of the undersigned have executed and delivered this Agreement and Release as of this day of December, 2005.

Buffington Harbor Riverboats, L.L.C.

Trump Indiana Realty, LLC.

By: _____

By: _____

Its: _____

Its: _____

John P. Burke
EXECUTIVE VICE PRESIDENT
AND CORPORATE TREASURER



