

MEMORANDUM OF SUBLEASE

KNOW ALL MEN BY THESE PRESENTS THAT: SAHARA-TAHOE CORPORATION, a Nevada corporation having an office at 3800 North Central Avenue, Phoenix, Arizona 85012 ("Sublandlord"), as sublandlord, and NEVADA CASINO ASSOCIATES, L.P., a Nevada limited partnership having an office at 100 East Fremont Street, Las Vegas, Nevada 89101 ("Subtenant"), as subtenant, do hereby certify unto whom it may concern, that as of the date hereof, Sublandlord and Subtenant entered into a certain sublease (the "Sublease") covering the land (the "Premises") described in Schedule A attached hereto and made a part hereof, which Sublease is subject and subordinate in all respects to (a) that certain lease dated November 14, 1962 between Park Cattle Company ("Overlandlord"), as Landlord, and Sublandlord's predecessor in interest, Sahara-Nevada Corporation ("S-NC"), as Tenant, covering the Premises, recorded December 12, 1963 in Book 21 of Official Records at Page 31, Douglas County, Nevada Records, as amended by Amendment to Lease dated December 3, 1962 between Overlandlord and S-NC, Second Amendment to Lease dated April 12, 1963 between Overlandlord and S-NC, Third Amendment to Lease dated as of July 22, 1968 between Overlandlord and Sublandlord, recorded

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August 27, 1968 as Document No. 41986 in Book 61 of Official Records at Page 282, Douglas County, Nevada Records, and Fourth Amendment to Lease dated March 29, 1980 between Over-landlord and Sublandlord, recorded April 24, 1980 as Instrument No. 43928 in Book 480 of Official Records at Page 1361, Douglas County, Nevada Records, and as assigned by Assignment of Lease dated December 18, 1963 from S-NC to Sublandlord and (b) that certain lease dated November 11, 1969, as amended, between Sahara-Tahoe Corporation and Consolidated Casinos Corp. of a portion of the building located on the Premises, as amended and restated by Restated Lease dated as of the date hereof, intended to be recorded prior to the recording of this memorandum.

Sublandlord and Subtenant do further certify that the Sublease is in effect for an initial term commencing on the date hereof and expiring on December 31, 2005, with the right and privilege in Subtenant to extend the Sublease for two (2) additional terms of five (5) years and four (4) years three (3) months respectively, unless sooner terminated in accordance with the provisions thereof; that the Subtenant has the right to mortgage the leasehold estate created by the Sublease including, but not limited to, by deed of trust; that the Sublease itself contains the contract of leasing and otherwise between the parties, including the amount of rent,

times when said rent shall be paid, and other provisions and covenants as regulate and govern the relationship of Sub-landlord and Subtenant between the parties; and all persons are hereby put on notice of the existence of the Sublease and are referred to the Sublease itself for its terms and conditions.

IN WITNESS WHEREOF, this Memorandum of Sublease has been duly executed, under seal, as of the 28th day of December, 1984.

SAHARA-TAHOE CORPORATION

By D. V. Mickus
Name: D. V. Mickus
Title: Treasurer

NEVADA CASINO ASSOCIATES, L.P.,
by TRI-CITY PROPERTIES, INC.,
general partner

By D. V. Mickus
Name: D. V. Mickus
Title: Treasurer

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On December 26, 1984, personally appeared before me, a notary public, D.V. MICKUS, the ~~treasurer~~ of SAHARA-TAHOE CORPORATION, a Nevada corporation, who acknowledged that he executed the foregoing instrument.



Notary Public

(stamp)

DAVID P. JACOBSON
Notary Public, State of New York
No. 31-4797134
Qualified in New York County
Commission Expires March 30, 1985

SEAL

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STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On December 26, 1984, personally appeared before me, a notary public, D.V. Mickus, the ~~TREASURER~~ of NEVADA CASINO ASSOCIATES, L.P., a Nevada corporation, who acknowledged that he executed the foregoing instrument.


Notary Public

(stamp)

DAVID P. JACOBSON
Notary Public, State of New York
No. 31-4797134
Qualified in New York County
Commission Expires March 30, 1985

SEAL

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SCHEDULE A
The "Premises"

The parcel of land situate within a portion of Section 27, T.13N., R.18E., M.D.B. & M, Douglas County, Nevada, being more particularly described as follows:

Commencing at the intersection of the Nevada State Line and the westerly right-of-way line of U.S. Route 50;

thence N 27 degrees 58 minutes 21 seconds E 744.79 feet along said westerly right-of-way line of U.S. Route 50 to the True Point of Beginning;

thence N 27 degrees 58 minutes 21 seconds E 787.82 feet along the westerly right of way line of U.S. Route 50;

thence N 62 degrees 01 minutes 39 seconds W 1105.84 feet;

thence S 27 degrees 58 minutes 21 seconds W 787.82 feet;

thence S 62 degrees 01 minutes 39 seconds E 1105.84 feet to the true point of BEGINNING.

Excepting therefrom that portion conveyed to the County of Douglas for public road purposes commonly known as the Stateline Loop Road, by deed dated July 20, 1978 and recorded September 6, 1978 as Document No. 24881 in Book 978 of Official Records, Page 249.

REQUESTED BY
First American Title
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'84 DEC 28 A10:03

SUZANNE BEAUREGARD
RECORDER

\$10⁰⁰ PAID *JL* DEPUTY

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