

COLLATERAL ASSIGNMENT OF OPERATING LEASE

ASSIGNMENT (this "Assignment"), made as of December 28, 1984 from NEVADA CASINO ASSOCIATES, L.P., a Nevada limited partnership having an address at 100 East Fremont Street, Las Vegas, Nevada 89101 ("Assignor"), to SAHARA-NEVADA CORPORATION, a Nevada corporation having an address at 100 East Fremont Street, Las Vegas, Nevada 89101 and SAHARA-TAHOE CORPORATION, a Nevada corporation having an address at 3800 North Central Avenue, Phoenix, Arizona 85012 (collectively, "Assignee").

W I T N E S S E T H :

FOR VALUE RECEIVED, Assignor does hereby SELL, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee all right, title and interest of Assignor in and to that certain operating lease (the "Operating Lease") dated as of the date hereof made by Assignor to Nevada Casino Hotels, Inc. ("Tenant") demising Assignor's interest in the "Nevada Properties" (as such quoted term is defined in Exhibit A hereto)

TOGETHER with any and all extensions and renewals of the Operating Lease;

TOGETHER with all right, title and interest of Assignor in or to the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of the Operating Lease or from or out of the Nevada Properties or any part thereof, together with any and all rights and claims of any kind which Assignor may have against the Tenant under the Operating Lease (all such moneys, rights and claims being collectively the "rents");

SUBJECT TO the liens and security interests under that certain loan agreement (the "First Loan Agreement") and first deed of trust dated as of the date hereof made by Assignor to Morgan Guaranty Trust Company of New York, as agent ("Morgan"), in the original principal amount of \$78,000,000, under any and all other agreements, documents and instruments

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executed and delivered in connection therewith (including, but not limited to, that certain Collateral Assignment of the Operating Lease of even date herewith made by the Assignor to Morgan) and or under any refinancing or replacement thereof to which this Assignment is subordinate pursuant to the terms of the "Deed of Trust" (as such quoted term is hereafter defined).

SUBJECT, however, to a license hereby granted by Assignee to Assignor, but limited as hereinafter provided, to collect and receive all of the rents;

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever, or for such shorter period as hereinafter may be provided;

FOR THE PURPOSE OF SECURING the payment of the indebtedness evidenced by that certain Purchase Money Deed of Trust Note (the "Note") dated as of the date hereof made by Assignor to Assignee, including all extensions and renewals of the Note and any supplemental note or notes including any such supplemental note or notes increasing such indebtedness, as well as for the purpose of securing payment, observance and performance of all obligations, covenants, conditions and warranties contained in that certain Purchase Money Second Deed of Trust and Security Agreement (the "Deed of Trust") dated as of the date hereof made by Assignor to Assignee constituting a second lien on the Nevada Properties and all of the other instruments described in the Deed of Trust and any extensions, supplements and consolidations thereof (all of such documents and instruments being collectively the "Security Instruments").

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, IT IS COVENANTED AND AGREED AS FOLLOWS:

1. Assignor represents and warrants that: Assignor has good title to the Operating Lease and rents hereby assigned and good right to assign the same, and that no other person, firm or corporation has any right, title or interest therein (except as disclosed herein); the Lease is valid and unmodified and in full force and effect; and Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Operating Lease or the rents from the Property, whether now due or hereafter to become due (except as disclosed herein).

2. Assignor covenants and agrees to observe, perform and discharge, in all material respects, duly and

punctually, all and singular the obligations, terms, covenants, conditions and warranties of the Operating Lease on the part of Assignor to be kept, observed and performed.

3. So long as there shall exist no default by any party in the payment of any indebtedness secured hereby or in the observance and performance of any other obligation, term, covenant, condition or warranty herein or in the Note, the Deed of Trust or the Security Instruments, beyond any applicable grace period, Assignor shall have the right under a license granted hereby (but limited as provided in the following paragraph) to collect upon all of the rents arising from or out of the Operating Lease or any renewals or extensions thereof, or from or out of the Nevada Properties or any part thereof.

4. Upon and at any time after any of the following defaults by Assignor:

(a) If Assignor shall default in the performance of or compliance with any of the terms, covenants, conditions, representations or warranties of this Assignment and such default shall continue for more than sixty (60) days after Assignee shall have given written notice thereof to Assignor, and Assignor shall not within such period commence with due diligence and dispatch the curing of such default, and shall thereafter fail or neglect to prosecute or complete with due diligence the curing of such default; or

(b) If a default or event of default by Assignor occurs and is continuing under the Note, the Deed of Trust, or any of the Security Instruments after the expiration of any applicable grace period specifically provided for in the Note, the Deed of Trust, or the Security Instruments, as the case may be;

then, and in the event of any such default, Assignee at any time thereafter at its option, shall have the complete right, power and authority hereunder then or thereafter to exercise and enforce any or all of the following remedies: (i) to terminate by written notice to Assignor the license granted to Assignor to collect as aforesaid the said rents, and then and thereafter, without taking possession, in Assignee's own name, to demand, collect, receive, sue for, attach and levy the said rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and proper costs

and expenses of operation and collection, as determined by Assignee, including reasonable attorneys' fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, upon any indebtedness secured hereby and in such order as Assignee may determine; (ii) to declare all sums secured hereby immediately due and payable and, at its option, exercise all of the rights and remedies contained in the Note, the Deed of Trust and the Security Instruments; and (iii) without regard to the adequacy of the security, with or without any action or proceeding through any person or by agent, or by a receiver to be appointed by court and irrespective of said Assignor's possession, then or thereafter to enter upon, take possession of, manage, operate and repair the Nevada Properties or any part thereof; and otherwise do any act or incur any costs or expense as Assignee shall deem reasonably proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession, and in such event to apply the rents so collected to the costs of operation, management and repair of the Nevada Properties, but in such order as Assignee shall deem proper, and including the payment of the indebtedness secured hereby;

Provided, however, that the acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Nevada Properties by Assignee, be deemed or construed to constitute Assignee in possession nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Operating Lease or to the Nevada Properties, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Operating Lease; nor shall Assignee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Nevada Properties;

And provided further that the collection of said rents and application as aforesaid and/or the entry upon and taking possession of the Nevada Properties shall not cure or waive any default or waive, modify or affect any notice of default under the Note, the Deed of Trust or the Security Instruments or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that the collection and application aforesaid of such rents may have cured for the time the original default. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy,

the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

6. The failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times, shall not be construed or deemed to be a waiver of any such right, and nothing herein contained, nor anything done or omitted to be done by Assignee pursuant hereto, shall be deemed a waiver by Assignee of any of its rights and remedies hereunder or under the Note, the Deed of Trust, or the Security Instruments or under the laws of the State of Nevada. The right of Assignee to collect the said indebtedness and to enforce any other security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to any action taken hereunder.

7. Upon payment in full of all of the indebtedness evidenced by the Note as secured by the Deed of Trust and of all sums payable hereunder, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer of Assignee showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person, firm or corporation, may and is hereby authorized to rely thereon.

8. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the Nevada Properties, shall inure to the benefit of and bind all parties hereto and their respective permitted successors and assigns, and all lessees, sub-tenants and assigns of same, and all subsequent owners of the Nevada Properties, and all subsequent holders of the Note, the Deed of Trust, and the Security Instruments. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case.

9. Notwithstanding anything to the contrary in the Deed of Trust, the Note or hereunder, the liability of Assignor and or its partners, officers, directors or principals, directly or indirectly, disclosed or undisclosed, for the payment of the indebtedness evidenced by the Note and secured by the Deed of Trust, or the observance or performance of any of the terms, covenants, conditions, or provisions of the Deed of Trust, the Note or hereunder, or for damages arising out of the failure to perform obligations hereunder shall be

expressly limited and restricted to Assignor's estate and interest in the Nevada Properties (and any earnings, revenues, rents, issues, profits and proceeds thereof and any other collateral delivered or to be delivered to Assignee to further secure said indebtedness), and no recourse shall be had for the payment of the indebtedness, or the observance or performance of any of the terms, covenants, conditions, or provisions hereunder, or for such damages, against any other property, assets, or funds of Assignor or its partners, officers, directors or principals and Assignor and its partners, officers, directors or principals shall not be personally liable therefor.

10. Notwithstanding anything to the contrary set forth herein, Assignee shall not exercise any of its rights hereunder until all "Obligations" under the "Loan Documents" (as such quoted terms are defined in the First Loan Agreement) have been satisfied in full and the obligations of the "Banks" to make further loans under the First Loan Agreement shall have terminated and any exercise in violation of this paragraph shall be null and void.

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor the day and year first above written.

*as of*

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

By *[Signature]*  
Name: *OCUP STOUTLAND*  
Title: *OCUP*

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

On December 26, 1984, personally appeared before me, a notary public, G.C. Heetland, the V.P. of TRI-CITY PROPERTIES, INC., a Nevada corporation, a general partner of NEVADA CASINO ASSOCIATES, L.P., a Nevada limited partnership, 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

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EXHIBIT A

(The Nevada Properties)

A. The Mint Hotel and Casino:

1. All those certain lots, pieces or parcels of land (the "Mint Fee Parcel") located in the City of Las Vegas, County of Clark, State of Nevada and described as follows:

Lots One (1) through Ten (10) inclusive, in Block Fifteen (15) of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

Together with that portion of the alley vacated by an Order of Vacation, dated May 24, 1961 and recorded July 6, 1961 in Book 306 of Official Records, Clark County, Nevada Records, as Document No. 247945, described as follows:

A certain tract or parcel of land lying and being situate in the City of Las Vegas, County of Clark, State of Nevada, and being a portion of the north-east one-quarter (NE 1/4) of the northwest one-quarter (NW 1/4) of Section 34, Township 20 south, Range 61 east, M.D.B. & M., and being a portion of Clark's Las Vegas Townsite as shown by map thereof in Book 1 of Plats, Page 37, more particularly described as follows, to wit:

Beginning at the most westerly corner of Lot 10 in said Block 15;

thence south 62 degrees 15 minutes east a distance of 140 feet to the most southerly corner of said Lot 10;

thence south 27 degrees 45 minutes west a distance of 20.00 feet to a point on the north line of Lot 16 in said Block 15;

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thence north 62 degrees 15 minutes west a distance of 140 feet to the most northerly corner of Lot 11 in the said Block 15;

thence north 27 degrees 45 minutes east a distance of 20.00 feet to the Point of Beginning.

And together with an easement to use and occupy the airspace beginning fourteen feet (14') above the surface of the portion of the public alley which is described as follows:

That portion of Block 15 of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada, described as follows:

Beginning at the most easterly corner of Lote 1 of said Block 15;

thence south 62 degrees 15 minutes east 10.00 feet to the centerline of that certain alley running through said Block 15;

thence, along said centerline, south 27 degrees 45 minutes west 270.00 feet to the northeasterly line of Lot 16 of said Block 15;

thence, along said northeasterly line, north 62 degrees 15 minutes west 10.00 feet to the south-westerly prolongation of the southeasterly lines of Lots 1 to 10 in said Block 15;

thence, north 27 degrees 45 minutes east 270.00 feet to the point of Beginning.

2. The leasehold estate pursuant to that certain Lease dated November 30, 1956 between Glenel Realty Corp., as lessor and Milton Prell, A.F. Winter, Joseph Hall and L.B. Tutor Scherer, as lessee, recorded on May 20, 1957 in Book 129 of official Records, Clark County, Nevada, as Document No. 106124, as amended and restated by Restated Lease Agreement dated as of June 1, 1982 between Sage Realty Co., as lessor, and Sahara-Nevada Corporation, as lessee as disclosed by memorandum recorded April 30, 1982 in Book 1558 of Official Records, Clark County, Nevada as Document No. 1517747, as amended as of the date hereof and as assigned by Sahara-Nevada Corporation to Assignor as of the date hereof, in

those certain lots, pieces or parcels of land (the "Sage Parcel") located in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), and Seventeen (17), in Block Fifteen (15) of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

3. The buildings and improvements located on the Mint Fee Parcel and the Sage Parcel.

4. All those certain lots, pieces or parcels of land, and the buildings and improvements thereon, located in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

Lots Seventeen (17) through Thirty-Two (32) inclusive, in Block Sixteen (16) of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

5. Excluding, however, the leasehold estate pursuant to that certain lease dated April 1, 1959 between William H. Elwell, Naomi Uptiegrove and Doris Hamilton, as lessor, and The Mint, as lessee, recorded April 9, 1963 in Book 436 of Official Records, Clark County, Nevada as Document No. 351293, as amended January 29, 1960, January 12, 1961, September 14, 1961 and as assigned by The Mint to Sahara-Nevada Corporation by assignment dated August 31, 1961 and as assigned by Sahara-Nevada Corporation to Assignor as of the date hereof, in those certain lots, pieces or parcels of land, and the buildings and improvements thereon, located in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

The north fifty (N 50) feet of Lots Eleven (11) and Twelve (12) in Block Fifteen (15) of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

6. The leasehold estate pursuant to that certain lease dated May 3, 1957 between O.L. Parry, as lessor, and Stewart Kennard, Junior, Trustee, as lessee, recorded December 17, 1959 in Book 225 of Official Records, Clark County,

Nevada as Document No. 183143, as assigned by Stewart Ken-  
nard, Junior, Trustee and the Bird Cage Club to First Invest-  
ment Company, Inc. by assignment dated November 30, 1959  
recorded December 19, 1959 in Book 225 of Official Records,  
Clark County, Nevada as Document No. 183145, and as further  
assigned by First Investment Company, Inc. to Sahara-Nevada  
Corporation by assignment dated August 31, 1961 and as  
amended as of September 21, 1984, by amendment recorded on  
December 5, 1984 in Book 2031 of Official Records, Clark  
County, Nevada as Document No. 1990886 and as amended by  
amendments which ~~is~~ intended to be recorded on or before the  
date hereof and as assigned by Sahara-Nevada Corporation to  
Nevada Casino Associates, L.P. as of the date hereof, in  
those certain lots, pieces or parcels of land, and the build-  
ings and improvements thereon, located in the City of Las  
Vegas, County of Clark, State of Nevada, described as fol-  
lows:

The south eighty (80) feet of Lots Eleven (11) and  
Twelve (12) of Block Fifteen (15) of Clark's Las Vegas Town-  
site, as shown by map thereof on file in Book 1 of Plats,  
Page 37, in the Office of the County Recorder of Clark  
County, Nevada.

**B. The Nevada Club:**

1. All those certain lots, pieces or parcels of  
land, and the buildings and improvements thereon, located in  
the County of Clark, State of Nevada, described as follows:

**PARCEL 1**

The north 70 feet of the following described  
property:

That portion of Lot 4, Section 13, Township 32  
south, Range 66 east, M.D.B. & M., Clark County,  
Nevada, more particularly described as follows:

Commencing at the southwest corner of said Section  
13;

thence, east along the south line of said Section  
13, a distance of 1749.0 feet more or less to the  
southwest corner of said Lot 4;

thence, continuing east along the last described  
course, a distance of 178.66 feet to a point;

thence, north 1 degree 41 minutes 09 seconds east, a distance of 120.05 feet to a point; which is the True Point of Beginning;

thence, continuing along the last described course a distance of 100.04 feet to a point;

thence, east parallel to the south line of said Lot 4 a distance of 603.54 feet more or less to a point in the easterly line of said Lot 4;

thence, south 16 degrees 22 minutes 44 seconds west, along said easterly line of Lot 4, a distance of 104.23 feet to a point;

thence, west and parallel to the south line of said Lot 4; a distance of 577.10 feet more or less to the True Point of Beginning.

Excepting therefrom the interest in and to any portion thereof lying within the boundaries of a right of way generally 50 feet wide as granted to the County of Clark, State of Nevada to provide rights of way for roads, utilities and other public purposes by Deed recorded April 25, 1968 in Book 868 of Official records as Document No. 697269, Clark County, Nevada Records.

#### PARCEL 2

The south 100 feet of the north 1100 feet of the south half (S-1/2) of the south half (S-1/2) of Section 13, Township 32 south, Range 66 east, M.D.B. & M.

Saving and excepting the west 1,280.00 feet thereof.

Also excepting the interest in and to the right of way generally sixty feet (60.00') wide described as follows:

Commencing at the south quarter corner of Section 13, Township 32 south, Range 66 east;

thence east along the south line of said Section 13 a distance of 113.66 feet to a point on said south line distant 55.00 feet west of its intersection

with the center line of California Pacific Utilities Company existing power poles, the True Point of Beginning;

thence north 01 degree 41 minutes 09 seconds east, parallel with said pole line 1,039.75 feet;

thence along a curve, concave to the west, having a central angle of 6 degrees 43 minutes 30 seconds, a radius of 500.00 feet, and an arc length of 58.63 feet;

thence north 05 degrees 02 minutes 21 seconds west parallel with and distant 55.00 feet westerly of said pole line (measured normal thereto) a distance of 1,247.49 feet;

thence along Curve Number 2, concave to the east, having a central angle of 9 degrees, a radius of 300.00 feet, and an arc length of 56.55 feet;

thence north 03 degrees 57 minutes 29 seconds east, crossing under said power line approximately 380.00 feet;

thence along a curve concave to the west, through a central angle of approximately 65 degrees, having a radius of 80.00 feet and an arc length of 51.00 feet, more or less, to a point of intersection with the north-south centerline of said Section 13; thence north 01 degree 10 minutes 14 seconds east along said one-quarter section line 200.00 feet, more or less, to the center quarter section corner of said Section 13;

thence easterly along the east-west quarter section line 117.70 feet;

thence south 03 degrees 56 minutes 29 seconds west, 663.00 feet, more or less, to a point of curvature located 60.00 feet radially, easterly of the north-erly end of Curve Number 2, previously described herein;

thence along a curve parallel with said Curve Number 2 through a central angle of 9 degrees and an arc length of 47.12 feet;

thence parallel with and 5.00 feet easterly of said power line south 05 degrees 02 minutes 21 seconds east 1,247.49 feet;

thence along a curve concave to the west having a radius of 560.00 feet, a central angle of 06 degrees 41 minutes 09 seconds, and an arc length of 65.67 feet;

thence south 01 degree 41 minutes 09 seconds west a distance of 1,038.85 feet to the south line of said Section 13;

thence west along said south line a distance of 60.00 feet, more or less, to the True Point of Beginning, as conveyed to Clark County, Nevada for roads and utility purposes by Deeds recorded April 9, 1968, as Document Nos. 694205 and 694206, Official Records.

PARCEL 3

That portion of Government Lot Four (4), Section 13, Township 32 south, Range 66 east, M.D. B. & M., described as follows:

Commencing at the northwest (NW) corner of said Lot Four (4);

thence south 1 degree 10 minutes 14 seconds west along the west line of said Lot Four (4), a distance of 900.20 feet to a point;

thence east a distance of 182.44 feet to the southwest corner of that certain parcel of land conveyed to Marie E. Folkerson, et al., recorded January 13, 1960, as Document No. 185148 of Official Records, Book 228, Clark County, Nevada Records;

thence south 1 degree 41 minutes 09 seconds west a distance of 100 feet more or less to a point on the north line of that certain parcel of land conveyed to William E. McKinlay, et al, recorded November 12, 1954, as Document No. 25108 of Official Records, Book 28, Clark County, Nevada Records, being the True Point of Beginning;

thence east along said north line conveyed to McKinlay a distance of 200 feet to a point;

thence north 1 degree 41 minutes 09 seconds east a distance of 80 feet to a point;

thence west a distance of 200 feet to a point;

thence south 1 degree 41 minutes 09 seconds west a distance of 80 feet to the True Point of Beginning.

PARCEL 4

That portion of Government Lot Four (4) in Section 13, Township 32 south, Range 66 east, M.D.B. & M., described as follows:

Commencing at the northwest corner of said Lot Four (4);

thence east along the north line of said Lot Four (4) a distance of 400.98 feet to a point;

thence south 10 degrees 34 minutes 08 seconds west a distance of 508.63 feet to a point;

thence east a distance of 400.00 feet to a point;

thence south 11 degrees 40 minutes west a distance of 204.22 feet to a point;

thence south 14 degrees 40 minutes west a distance of 206.74 feet to the True Point of Beginning;

thence continuing south 14 degrees 40 minutes west a distance of 103.37 feet to a point;

thence east to a point on the east line of said Lot Four (4);

thence northerly along the last mentioned east line to a point which is due east of the hereinabove described True Point of Beginning;

thence west to the said True Point of Beginning.

PARCEL 5

That portion of Government Lot Four (4) in Section 13, Township 32 south, Range 66 east, M.D.M., in the County of Clark, State of Nevada, described as follows:

Commencing at the northwest corner of said Government Lot Four (4);

thence south 01 degree 10 minutes 14 seconds west along the west line of said Lot Four (4), a distance of 900.20 feet;

thence east a distance of 182.44 feet to the True Point of Beginning in the southwest corner of the land described in the Deed to Marie E. Folkerson and Lucille M. Eddy, recorded January 13, 1960 as Document No. 185148 of Official Records of said county;

thence east along the south line of said land described in Document No. 185148, to the east line of that certain right of way and easement for road purposes described in the Deed to J. Gordon Cooley, et ux, recorded March 31, 1959, as Document No. 156380 of said Official Records;

thence south 14 degrees 40 minutes 00 seconds west along said east line, a distance of 103.37 feet to the south line of the land described as Parcel I in the Deed to E.L. Cleveland recorded March 17, 1955 as Document No. 39680 of said Official Records;

thence westerly along said south line to the southeast corner of the land described in the Deed to James A. Bilbray, recorded May 1, 1961 as Document No. 239012 of said Official Records;

thence north 01 degree 41 minutes 09 seconds east along the east line of said land described in Document No. 239012, a distance of 80.00 feet to the northeast corner of said land;

thence west along the north line of the land described in the last mentioned Document, a distance of 200.00 feet to the northwest corner of said land;

thence north 01 degree 41 minutes 09 seconds east along the east line of the land described in the



Deed to William F. Cleveland, recorded May 15, 1961 as Document No. 240810 of said Official Records, a distance of 20.00 feet more or less, to the True Point of Beginning.

PARCEL 6

The south half (S 1/2) of the south half (S 1/2) of Section 13, Township 32 south, Range 66 east, M.D.M., in the County of Clark, State of Nevada.

Excepting therefrom the north 1100 feet and the west 1280 feet.

Also excepting the north 70 feet of the following described parcel:

Commencing at the southwest (SW) corner of said Section 13;

thence east, along the south line thereof, a distance of 1749.0 feet, more or less, to the southwest (SW) corner of Government Lot Four (4);

thence continuing along said south line 178.66 feet;

thence north 1 degree 41 minutes 09 seconds east a distance of 120.05 feet to the True Point of Beginning;

thence continuing north 1 degree 41 minutes 09 seconds east a distance of 100.04 feet;

thence east, parallel with the south line of said Lot Four (4), 603.54 feet, more or less, to a point in the easterly line of said Lot Four (4);

thence south 16 degrees 22 minutes 44 seconds west along said easterly line, 104.23 feet;

thence west and parallel with the south line of said Lot Four (4), a distance of 577.10 feet, more or less, to the True Point of Beginning.

Excepting therefrom that portion conveyed to County of Clark, for road purposes by Grant Deed recorded April 9, 1968 as Document No. 694205 of Official Records.

PARCEL 7

That portion of Government Lot 5 of Fractional Section 24, Township 32 south, Range 66 east, M.D.B. & M., being more particularly described as follows:

Lots Two (2) and Three (3) as shown by map thereof on file in File 44 of Parcel Maps, Page 40, in the Office of the County Recorder of Clark County, Nevada.

C. The High Sierra Hotel and Casino:

1. The sublessee's interest pursuant to that certain sublease dated as of the date hereof, between Sahara-Tahoe Corporation, as sublessor, and the Company, as sublessee, a memorandum of which is intended to be recorded in the Office of the Recorder of Douglas County immediately prior to the recording of the First Deed of Trust and Second Deed of Trust, in those certain lots, pieces or parcels of land (the "High Sierra Land") located in the County of Douglas, State of Nevada, described as follows:

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 continuing along said line 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 14, 1978 as Document No. 24881 in Book 978, Page 249.

2. The buildings and improvements located on the High Sierra Land.

COPY

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

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SUZANNE BLANDREAU  
RECORDER

\$23<sup>00</sup> PAID. *Ch* DEPUTY

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