

This FINANCING STATEMENT is presented for filing pursuant to the Nevada Uniform Commercial Code.

Douglas County

1. DEBTOR (ONE NAME ONLY) <input type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST) HARRAH'S CLUB, a Nevada corporation		1A. SOCIAL SECURITY OR FEDERAL TAX NO. [REDACTED] 1242	
1B. MAILING ADDRESS 206 N. Virginia Street		1C. CITY, STATE Reno, NV	
1E. RESIDENCE ADDRESS		1F. CITY, STATE	
1D. ZIP CODE 89504		1G. ZIP CODE	

2. ADDITIONAL DEBTOR (IF ANY) (ONE NAME ONLY) <input type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	
2E. RESIDENCE ADDRESS		2F. CITY, STATE	
2D. ZIP CODE		2G. ZIP CODE	

3.  ADDITIONAL DEBTOR(S) ON ATTACHED SHEET

4. SECURED PARTY NAME: BANKERS TRUST COMPANY, as Collateral Agent MAILING ADDRESS: 130 Liberty Street, New York, New York 10006 CITY: STATE: ZIP CODE:		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A B A NO. [REDACTED] 1247	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME: MAILING ADDRESS: CITY: STATE: ZIP CODE:		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A B A NO.	

6. This FINANCING STATEMENT covers the following types or items of property (if crops or timber, include description of real property on which growing or to be growing and name of record owner of such real estate; if fixtures, include description of real property to which affixed or to be affixed and name of record owner of such real estate; if oil, gas or minerals, include description of real property from which to be extracted).  
THIS IS A FIXTURE FILING TO BE RECORDED AND INDEXED IN THE REAL ESTATE RECORDS:

See Exhibit A attached hereto for the description of the collateral consisting generally of inventory, equipment, fixtures, general intangibles, contract rights, cash, receivables, trademarks and tradenames, and partnership interests which are on July 22, 1993 owned by the Debtor or will be acquired after July 22, 1993 by Debtor. Certain of the items described in Exhibit A hereto are or will be located in or on or used in connection with or relating to or arising out of certain real property more particularly described on Exhibit B attached hereto and made a part hereof.

6A. Wenzel  
SIGNATURE OF RECORD OWNER

6B. Embassy Suites, Inc.  
(TYPE) RECORD OWNER OF REAL PROPERTY

6C. \$ \_\_\_\_\_  
MAXIMUM AMOUNT OF INDEBTEDNESS TO BE SECURED AT ANY ONE TIME (OPTIONAL)

7. Check <input checked="" type="checkbox"/> if Applicable	A <input checked="" type="checkbox"/> Proceeds of collateral are also covered	B <input checked="" type="checkbox"/> Products of collateral are also covered	C <input type="checkbox"/> Proceeds of above described original collateral in which a security interest was perfected (Debtors Signature Not Required)	D <input type="checkbox"/> Collateral was brought into this State subject to security interest in another jurisdiction (Debtors Signature Not Required)
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8. Check  if Applicable  DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH NRS 704 205 AND NRS 104 9403

9. (Date) July 23 19 93

By: [Signature] Authorized Signatory  
SIGNATURE(S) OF DEBTOR(S) (TITLE)  
HARRAH'S CLUB, a Nevada corporation

By: [Signature] Associate  
SIGNATURE(S) OF SECURED PARTY(IES) (TITLE)  
BANKERS TRUST COMPANY, as Collateral Agent  
(TYPE NAME(S))

11. This Space for Use of Filing Officer  
(Date, Time, File Number and Filing Officer)

10. Return Copy to

NAME: White & Case  
ADDRESS: 1155 Avenue of the Americas  
CITY, STATE AND ZIP: New York, NY 10036  
Attn: Susan Mulvihill

THIS SPACE FOR USE OF FILING OFFICER

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EXHIBIT A TO UCC-1 FINANCING STATEMENTS OF

EMBASSY SUITES, INC., CASINO HOLDING COMPANY, HARRAH'S, HARRAH'S ATLANTIC CITY, INC., HARRAH'S NEW JERSEY, INC., HARRAH'S CLUB, HARRAH'S LAS VEGAS, INC., HARRAH'S LAUGHLIN, INC., HARRAH'S RENO HOLDING COMPANY, INC. and MARINA ASSOCIATES as Debtors and BANKERS TRUST COMPANY, as Collateral Agent (the "Collateral Agent"), as Secured Party.

DESCRIPTION OF COLLATERAL

Each Debtor hereby grants to the Collateral Agent a lien on and security interest in all of the rights, title and interest of such Debtor in and to the following, whether now owned or hereafter acquired (collectively, the "Collateral"):

- a. All Equipment (as hereinafter defined) located in or on or used in connection with the Casino Properties (as hereinafter defined);
- b. To the extent not included above, all fixtures located in or on or used in connection with the Casino Properties, now or hereafter existing, and, with respect to any such fixture, from and after the date that the property on which such fixture is located becomes subject to a Lien;
- c. All Inventory (as hereinafter defined) located in or on or used in connection with the Casino Properties;
- d. All cash, cash equivalents, General Intangibles (as hereinafter defined) (other than Designated Marks), Receivables (as hereinafter defined) and documents in respect of Equipment and Inventory, chattel paper, instruments and other obligations of any kind, in each such case to the extent relating to or arising out of the Casino Properties (except, in the case of the Atlantic City Property, any gaming revenues therefrom), now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all mortgages, security agreements, leases and other contracts securing or otherwise relating to any such cash, General Intangibles, Receivables or other obligation;

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e. All Designated Marks;

f. All Partnership Interests (as hereinafter defined) and all monies, instruments and other property or assets from time to time received, receivable or otherwise distributable or distributed in respect of or in exchange for any or all of the Partnership Interests;

g. All other property or assets of such Debtor (other than Pledged Security (as hereinafter defined) which would constitute Required Collateral (as hereinafter defined) pursuant to clause (viii) of the definition thereof).

h. All Improvements (as hereinafter defined);

i. All Agreements (as hereinafter defined);

j. All Assigned Leases (as hereinafter defined);

k. All Rents, Issues and Profits (as hereinafter defined);

l. All Permits (as hereinafter defined);

m. All Deposits (as hereinafter defined);

n. All Awards (as hereinafter defined); and

o. All Proceeds (as hereinafter defined) distributed to and for the account of such Debtor in respect of or otherwise in exchange for the use of the Collateral described in clauses (a) through (n) above, including without limitation, any claim by the Debtor against third parties for past, present or future infringement or dilution of the Designated Marks, or unfair competition or other violation of rights with respect thereto, or injury to the associated goodwill.

**Definitions.** As used herein, the following terms shall have the following respective meanings:

"Agreements" shall mean all estate, right, title and interest of the respective Debtor in, to, under and derived from the material contracts and agreements relating to the respective Casino Property, all insurance policies (including all unearned premiums and dividends thereunder),

guarantees and warranties relating to the Casino Properties and all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to the Casino Properties.

"Assigned Leases" shall mean all estate, right, title and interest of the respective Debtor in, to, under and derived from all Leases (other than the Ground Leases assigned under the Deed of Trust or the Mortgage) now or hereafter in effect, whether or not of record, for the use or occupancy of all or any part of the Casino Properties, together with all amendments, supplements, consolidations, replacements, restatements, extensions, renewals and other modifications of any thereof; and together with all guarantees of any of the obligations of the tenants under any of the Assigned Leases; and together with all Security Deposits given by any tenants under any of the Assigned Leases.

"Atlantic City Property" shall mean the Harrah's Atlantic City Hotel Casino.

"Awards" shall mean all estate, right, title and interest of the respective Debtor in, to, under or derived from all proceeds of any sale, transfer, financing, refinancing or conversion into cash or liquidated claims, whether voluntary or involuntary, of any of the Trust Property, including all insurance proceeds, all Awards, all title insurance proceeds under any title insurance policy now or hereafter held by such Debtor, and all rights, dividends and other claims of any kind whatsoever (including damage, secured, unsecured, priority and bankruptcy claims) now or hereafter relating to any of the Trust Property or Mortgaged Property.

"Casino Properties" shall mean and include each of the Harrah's Reno Hotel Casino, Harrah's Lake Tahoe Hotel Casino (including Bill's Casino), Harrah's Las Vegas Hotel Casino, Harrah's Atlantic City Hotel Casino and Harrah's Laughlin Hotel Casino.

"Company/Sub Pledge Agreement" shall mean the Company/Sub Pledge Agreement, dated as of July 22, 1993, among Embassy Suites, Inc., Casino Holding Company, Harrah's, Harrah's Club, ESI Equity Development Corporation, Bankers Trust Company, as General Collateral Agent and Bank of America Nevada, as Nevada Collateral Sub-Agent.

"Credit Agreement" shall mean the Credit Agreement, dated as of July 22, 1993, among The Promus Companies Incorporated, Embassy Suites, Inc., Marina Associates, any other borrower party thereto from time to time, the financial institutions from time to time party thereto, Bankers Trust Company, The Bank of New York, Credit Lyonnais, Atlanta Agency and The Sumitomo Bank Limited, New York, as Agents, and Bankers Trust Company, as Administrative Agent.

"Deed of Trust" shall mean the Deed of Trust, Assignment, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of July 22, 1993 from Embassy Suites, Inc., Harrah's Laughlin, Inc. and Harrah's Reno Holding Company, Inc., the Grantors, to First American Title Company of Nevada, the Trustee, and Bankers Trust Company, the Beneficiary.

"Deposits" shall mean all estate, right, title and interest of the respective Debtor in, to, under or derived from all amounts deposited with Bankers Trust Company, as Beneficiary under the Deed of Trust or Mortgagee under the Mortgage, including all insurance proceeds and Awards deposited in the Restoration Account, and including all notes, certificates of deposit, securities and other investments relating thereto and all interest, dividends and other income thereon, proceeds thereof and rights relating thereto.

"Designated Marks" shall mean all trademarks, trade names, service marks and service names listed on Schedule 1 hereto and (i) all other trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, alternate names, trade styles, service names, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and all registrations and renewals and recordings thereof, and all applications in connection therewith, included in or associated with the registrations, and applications in the United States Patent and Trademark Office and foreign, state and territorial offices, (ii) all goodwill of the businesses associated with any of the foregoing, (iii) each license of rights associated with any of the foregoing and (iv) all claims or causes of action which may exist or arise by reason of infringement or dilution of any of the foregoing, or unfair

competition or other violation of rights with respect thereto, or injury to the associated goodwill.

"Equipment" shall mean all machinery and equipment (including, without limitation, all gaming equipment, gaming devices, appliances, chattels, furnishings, furniture, fixtures, accessories, apparatus, building or construction materials and supplies, china, glassware, silverware, pots, pans, linens, stoves, refrigerators, freezers and other restaurant, bar, food service or kitchen appliances and equipment, and other hotel furnishings and equipment) of every nature, owned by the respective Debtor, together with all accessions thereto and parts therefor whether or not the same shall be deemed affixed to real property and all rights under or arising out of present or future contracts relating to the acquisition or use of the above; and all other types of property included within the term "equipment" of such Debtor as defined in the UCC; in each case, whether now or hereafter owned, acquired or used, provided that the term equipment shall not include vehicles, boats or airplanes.

"Gaming Regulations" shall mean the laws, rules, regulations and orders applicable to the casino and gaming business or activities of the respective Debtor as in effect from time to time, including the policies, interpretations and administration thereof by the Gaming Authorities.

"General Intangibles" of any Person shall mean all of such Person's patents, Designated Marks, copyrights, inventions, processes, production methods, proprietary information and knowledge, and all licenses or other agreements granted to such Person with respect to the foregoing; all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, books, records, computer and automatic machinery software and programs and the like pertaining to operations by or the business of such Person; all field repair data, sales data and other information relating to sales or service of products manufactured or sold by such Person; all licenses, consents, permits, variances, certifications and approvals (collectively, "Licenses") of governmental agencies held by such Person pertaining to its operations or business, except for Licenses that cannot be transferred or encumbered by such Person without causing a default

thereunder or termination thereof, including without limitation, liquor and gaming Licenses of such type; all rights of such Person to receive return of deposits and trust payments; all rights of such Person to payment under letters of credit and similar agreements; all tax refunds (including, without limitation, all foreign, federal, state, and local income tax and property tax refunds) owed to such Person; all causes of action, rights, claims and warranties of such Person; all rights of such Person as lessor or lessee under any lease or rental agreement; all rights of such Person under any insurance, surety or similar contract or arrangement; all goodwill; and all other types of property included within the term "general intangibles" of such Person as defined in the UCC, other than (a) voting stock or other securities of the Debtor or of any of such Debtor's Subsidiaries and (b) any General Intangibles in which the Debtor is prohibited from granting security interests under mandatory provisions of applicable Gaming Regulations without obtaining the prior approval of the Gaming Authorities in each case, whether now or hereafter owned, acquired or used.

"Improvements" shall mean all estate, right, title and interest of the respective Debtor in, to, under or derived from all buildings, structures and other improvements of every kind and description now or hereafter located on the Land, including all parking areas, roads, driveways, walks, fences, walls, berms, recreation facilities, drainage facilities, lighting facilities and other site improvements, all water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utility equipment and facilities, all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, incinerating, compacting, fire protection and sprinkler, surveillance and security, vacuum cleaning, public address and communications equipment and systems, all kitchen and laundry appliances, screens, awnings, floor coverings, partitions, elevators, escalators, motors, machinery, pipes, fittings and other items of equipment and personal property of every kind and description now or hereafter located on the Land or attached to the Improvements which by the nature of their location thereon or attachment thereto are real property under applicable law; and including all materials intended for the construction, reconstruction, repair, replacement, alteration, addition or improvement of or to such buildings, equipment, fixtures, structures and improvements, all of which materials shall be deemed to be part of the Trust Property immediately upon delivery thereof on the

Land and to be part of the Improvements immediately upon their incorporation therein.

"Inventory" of any Person shall mean all goods, property, merchandise, and other assets (including, without limitation, gaming equipment and gaming devices to the extent not included in the definition of "Equipment" and food and food products) that are held by such Person for sale, lease or use or are furnished or to be furnished under any contract of service, or held by such Person as raw materials, work-in-process, supplies, or materials such Person used or consumed in the business or otherwise of such Person, and all products thereof, and all substitutions, replacements, additions or accessions therefor and thereto; and all other types of property included within the term "inventory" of such Person as defined in the UCC; in each case, whether now or hereafter owned, acquired or used.

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing or similar statement or notice filed under the UCC or any other similar recording or notice statute, and any lease having substantially the same effect as any of the foregoing).

"Master Collateral Agreement" shall mean the Master Collateral Agreement dated as of July 22, 1993 among The Promus Companies Incorporated, Embassy Suites, Inc., each Debtor, Bankers Trust Company, as Administrative Agent, and Bankers Trust Company, as Collateral Agent.

"Mortgage" shall mean the Mortgage, Leasehold Mortgage, Assignment, Assignment of Leases and Rents and Security Agreement dated as of July 22, 1993 from Marina Associates and Embassy Suites, Inc., the Mortgagors, to Bankers Trust Company, as Collateral Agent, the Mortgagee.

"Mortgaged Property" shall mean all of the property and rights described in the Granting Clauses of the Mortgage.

"Partnership Interests" shall mean all of the respective right, title and interest of Harrah's New Jersey, Inc., a New Jersey corporation, and Harrah's



Atlantic City, Inc., a New Jersey corporation, in, to and under the Marina Associates Partnership Agreement originally dated as of September 14, 1978, as amended and restated as of July 2, 1981, and as in effect on July 22, 1993.

"Pledged Securities" shall mean voting stock or other equity securities required to be pledged to the Collateral Agent pursuant to the Company/Sub Pledge Agreement.

"Permits" shall mean all estate, right, title and interest of the respective Debtor in, to, under or derived from all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter appertaining to the Casino Properties (the foregoing being collectively the "Permits"), excluding such Permits (including the gaming and liquor licenses to the extent the same are not transferable) which cannot be transferred or encumbered by such Debtor without causing a default thereunder or a termination thereof.

"Proceeds" shall mean with respect to any Collateral, all proceeds of, and all other profits, products, rentals or receipts, in whatever form, arising from the collection, sale, lease, assignment, licensing or other disposition of, or realization upon, such Collateral (including, without limitation, insurance proceeds), whether now existing or arising hereafter; provided that, "Proceeds" shall not include any Proceeds in which the Debtor is prohibited from granting security interests under mandatory provisions of applicable law, including, without limitation, the Gaming Regulations.

"Receivables" of any Person shall mean all accounts, accounts receivable, contract rights, instruments, documents, chattel paper and receivables (including, but not limited to, choses in action, tax refunds and insurance proceeds) of, or any other obligations or indebtedness to, such Person from whatever source arising; all rights of such Person to receive any payments in money or kind; all guarantees of the foregoing and security therefor; all documents and information relating to the foregoing, including information identifying the respective Debtor thereon; all of the right, title and interest of such Person in and with respect to the goods, services or other property that gave rise to or that secure any of the foregoing and proceeds relating thereto (including without limitation the proceeds

of casualty insurance relating to any of the foregoing); and all rights of such Person as an unpaid seller of goods and services, including, but not limited to, the rights of stoppage in transit, replevin, reclamation, and resale; all of the foregoing as to which any government or any agency or department thereof is the respective Debtor; and all other types of property included within the terms "account", "chattel paper", and "contract rights" of such Person as defined in the UCC, other than voting stock or other securities of the respective Debtor or of any of the respective Debtor's Subsidiaries in each case, whether now or hereafter owned or acquired, provided that "Receivables" shall not include any Receivables in which the Debtor is prohibited from granting security interests under (i) mandatory provisions of applicable law, including without limitation, the Gaming Regulations or (ii) the mandatory provisions of any agreement binding upon such Person.

"Required Collateral" shall have the meaning set forth in the Credit Agreement.

"Rents, Issues and Profits" shall mean all estate, right, title and interest of the respective Debtor in, to, under or derived from all rents, royalties, issues, profits, receipts, revenue, income and other benefits now or hereafter, including during any period of redemption, accruing with respect to the Casino Properties; all rents and other sums now or hereafter, including during any period of redemption, payable pursuant to the Assigned Leases; all other sums now or hereafter, including during any period of redemption, payable with respect to the use, occupancy, management, operation or control of the Casino Properties; and all other claims, rights and remedies now or hereafter, including during any period of redemption, belonging to or accruing with respect to the Casino Properties, including fixed, additional and percentage rents, occupancy charges, security deposits, parking, maintenance, common area, tax, insurance, utility and service charges and contributions (whether collected under the Assigned Leases or otherwise), proceeds of sale of electricity, gas, heating, air-conditioning and other utilities and services (whether collected under the Assigned Leases or otherwise), deficiency rents and liquidated damages following default or cancellation.

"Trust Property" shall mean all of the property and rights described in the Granting Clauses of the Deed of Trust.

"UCC" shall mean the Uniform Commercial Code as in effect in the State of New York or, if so required with respect to any particular Collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such Collateral is located.

COPY

Designated Marks

Owned by Harrah's Club:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
<u>Federal</u>		
Harrah's (Block)	1237716	5/10/83
Harrah's (Design)	1295055	9/11/84
Harrah's (Design)	1297101	9/18/84
Bill's (Block)	1530198	3/14/89
Bill's (Design)	1533685	4/4/89
Harrah's (Block)	1067887	6/16/77
Harrah's Del Rio	1557294	9/19/89

Owned by Harrah's Atlantic City, Inc.:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
<u>Federal</u>		
The Better Atlantic City (Block)	1426904	1/27/87
The Better Atlantic City (Block)	1428828	2/10/87
The Better People (Block)	1502650	8/30/88
Better People Know Best (Block)	1551453	8/8/89
The #1 Choice of Better People (Block)	1592563	4/17/90
The Best People (Block)	1630408	1/1/90
Play Where The Best People Play (Block)	1638677	3/19/91
The Better People Place (Block)	1678932	3/10/92
The Other Atlantic City (Block)	1211894	10/5/82

**313616**

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EXHIBIT B

Description of the Harrah's  
Reno Hotel Casino Property

All that certain real property situate in the County of Washoe, State of Nevada, bounded and described as follows:

PARCEL 1:

The Northerly 36 feet of Lot 2 in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

AP No.: 011-052-29  
Record Owner: Embassy Suites, Inc.

PARCEL 2:

The South 35 feet of Lot 3 in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

AP No.: 011-052-29  
Record Owner: Embassy Suites, Inc.

PARCEL 3:

Lots 7, 8, 9, 10, 11 and 12 in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

AP Nos.: 011-052-10  
011-052-11  
011-052-12  
Record Owner: Embassy Suites, Inc.

**PARCEL 4:**

An undivided 1/2 interest in the following described parcel:

Commencing at the Northeast corner of Second Street and Center Street, the same being the Southwest corner of Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871; thence Northerly along the East line of North Center Street, a distance of 51 feet 3 inches; thence Easterly a distance of 86 feet to a point 52 feet 6 inches North of the North side line of Second Street; thence Easterly parallel with the North side line of Second Street, 54 feet to the West line of an alley running Northerly and Southerly through said Block Q; thence Southerly along the West line of said alley to the North side line of Second Street; thence Westerly along the North side line of said Second Street a distance of 140 feet to the point of beginning.

AP No.: 011-071-09  
Record Owner: Embassy Suites, Inc.

**PARCEL 5:**

Portion of Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871, being more particularly described as follows:

Beginning at a point of the Easterly line of Center Street, 1 feet 3 inches Northerly from the Southwest corner of Lot 2 of said Block Q; thence Easterly 86 feet to a point 52 feet 6 inches Northerly from the North line of Second Street; thence Easterly parallel with the North line of Second Street, 54 feet to the West line of an alley running Northerly and Southerly through said Block Q; thence Northerly along the West line of said alley 47 feet 6 inches to the Northeast corner of Lot 2 in said Block Q; thence Westerly along the North line of said Lot 2 a distance of 140 feet to the East line of Center Street; thence Southerly along the East line of Center Street, a distance of 48 feet 9 inches to the point of beginning.

AP No.: 011-071-24  
Record Owner: Embassy Suites, Inc.

**PARCEL 6:**

**Lots 4 and 5 in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.**

**AP No.: 011-071-24  
Record Owner: Embassy Suites, Inc.**

**PARCEL 7:**

**Lots 8, 9 and 10 in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.**

**AP No.: 011-071-24  
Record Owner: Embassy Suites, Inc.**

**PARCEL 8:**

**Lot 7 in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.**

**EXCEPTING THEREFROM the North 20 feet of said Lot 7, conveyed to the City of Reno, by Quitclaim Deed recorded September 18, 1979 in Book 1430, page 962, File No. 630152, Official Records.**

**AP No.: 011-071-24  
Record Owner: Embassy Suites, Inc.**

**PARCEL 9:**

**Lots 11 through 22, inclusive, in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.**

**AP No.: 011-071-24  
Record Owner: Embassy Suites, Inc.**

**PARCEL 10:**

That portion of the North-South alley vacated by the City of Reno, by Order of Abandonment, recorded October 29, 1979 in Book 1445, page 215, File No. 638561, Official Records, and re-recorded November 8, 1979 in Book 1448, page 951, File No. 640621, Official Records, described as follows:

Beginning at the Southeast corner of Lot 1 in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871; thence along the Easterly ends of the tier of lots to a point in the Easterly end of Lot 4, 180 feet Northerly of said point of beginning; thence Easterly at a right angle 20 feet to a point in the Westerly end of Lot 7, 20 feet Southerly of the Northwest corner thereof; thence along the Westerly ends of the tier of lots, 180 feet to the Southwesterly corner of Lot 10 in said block; thence at a right angle of 20 feet to the point of beginning.

EXCEPTING THEREFROM that portion of the West one-half of said vacated alley which lies Easterly of the Northerly and Southerly extension of the Easterly line of Lot 3 in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

AP No.: 011-071-24  
Record Owner: Embassy Suites, Inc.

**PARCEL 11:**

That portion of the East-West alley vacated by the City of Reno by Order of Abandonment, recorded October 29, 1979 in Book 1445, page 215, File No. 638561 and re-recorded November 8, 1979 in Book 1448, page 951, File No. 640621, Official Records, described as follows:

Beginning at the Southwest corner of Lot 11 in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871; thence along the Southerly ends of the tier of lots to a point in the Southerly end of Lot 16, 140 feet Easterly of said point of beginning; thence Southerly at a right angle 20 feet to the Northeasterly corner of Lot 5 of said Block; thence along the Northerly line of said Lot 5, 140 feet to



the Northwesterly corner of said Lot 5; thence at right angle 20 feet to the point of beginning.

AP No.: 011-071-24  
Record Owner: Embassy Suites, Inc.

**PARCEL 12:**

Lots 1 and the South 14 feet of Lot 2 in Block "P" of the original Town, now City, of Reno, Nevada, according to the official map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

**PARCEL 13:**

Lot 3 in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

AP No.: 011-071-11  
Record Owner: Embassy Suites, Inc.

**PARCEL 14:**

The West one-half of said vacated alley which lies Easterly of the Northerly and Southerly extension of the Easterly line of Lot 3 in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

AP No.: 011-071-23  
Record Owner: Embassy Suites, Inc.

**PARCEL 15:**

Subterranean encroachment rights under a parcel of land situated in Section 11, Township 19 North, Range 19 East, M.D.B.&M., Washoe County, Nevada, and being a portion of East Second Street, and North Center Street of the ORIGINAL TOWN, NOW CITY OF RENO, NEVADA, according to the map thereof, filed in the office of the County Recorder of

Washoe County, State of Nevada, on June 27, 1871, and more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of Lot 1 in Block Q of said Map of the City of Reno, thence North  $13^{\circ}52'16''$  West, along the westerly line of said Block Q, a distance of 150.00 feet; thence South  $76^{\circ}05'44''$  West, a distance of 10.00 feet; thence South  $13^{\circ}52'16''$  East, a distance of 1.50 feet; thence South  $76^{\circ}05'44''$  West, a distance of 70.00 feet to a point on the Westerly line of said North Center Street; thence South  $13^{\circ}52'16''$  East, along the Westerly line of said North Center Street, a distance of 12.00 feet; thence North  $76^{\circ}05'44''$  East, a distance of 70.00 feet; thence South  $13^{\circ}52'16''$  East, a distance of 146.50 feet; thence North  $76^{\circ}05'44''$  East, a distance of 98.17 feet; thence South  $13^{\circ}54'16''$  East, a distance of 3.33 feet; thence North  $76^{\circ}05'44''$  East, a distance of 34.50 feet; thence North  $13^{\circ}54'16''$  West, a distance of 3.33 feet; thence North  $76^{\circ}05'44''$  East, a distance of 37.33 feet; thence North  $13^{\circ}54'16''$  West, a distance of 10.00 feet to the Northerly line of East Second Street; thence South  $76^{\circ}05'44''$  West, a distance of 160.00 feet along the Northerly line of East Second Street, to the Point of Beginning.

**PARCEL 19:**

A portion of the East 1/2, Section 11, T19N, R19E M.D.B.&M., commonly referred to as Lincoln Alley, located within Block P of the Town of Reno as shown on the map thereof filed in the office of the Washoe County Recorder on August 1, 1868, more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of said Block P, said point also being on the Westerly right-of-way line of Lincoln Alley and the Northerly right-of-way line of East Second Street; thence Northerly along the Westerly line of Lincoln Alley to a point lying 35.0 feet Northerly of the Southeast corner of Lot 3 of said Block P; thence at a right angle Easterly 20 feet more or less to the Easterly right-of-way line of Lincoln Alley and a point lying 35.0 feet Northerly of the Southwest corner of Lot 10 of said Block P; thence Southerly along the Easterly line of Lincoln Alley to the Southwest corner of Lot 12 of said Block P and a point on the Northerly line of East Second Street; thence at a right angle Westerly 20 feet more or less to the point of beginning, being an area of 2700 square feet more or less.

**Part II-A - Reno Ground Lease**

1. (A) **Parcel 4 Sublease.** A subleasehold estate as to an undivided 1/2 interest in the Parcel described as "Parcel 4" in Part II-B of this Exhibit B under that certain Sublease dated as of February 23, 1988 between Harrah's Reno Holding Company, Inc., a Nevada corporation, as sublandlord, and Holiday Inns, Inc., a Tennessee corporation, as subtenant, recorded February 25, 1988 as File No. 1228272 in the Washoe County, Nevada Official Records (the "Washoe Official Records"). The interest of Holiday Inns, Inc. as subtenant was assigned to Embassy by document recorded February 7, 1990 as File No. 1379384, in the Washoe County, Nevada Official Records.

The Sublease described in this Section 1.(A) is referred to herein as the "Parcel 4 Sublease".

(B) **Parcel 4 Lease.** A leasehold estate as to an undivided 1/2 interest in the Parcel described as "PARCEL 4" in Part II-B of this Exhibit B under that certain unrecorded Lease dated November 2, 1960, executed by Charles E. LaClare, acting administrator with will annexed of the estate of Mary Avanzino, deceased, as Lessor, and Center Street Properties Corporation, a Nevada corporation, as Lessee, disclosed by the certain Notice of Lease, recorded in the Washoe County, Nevada Official Records on January 9, 1961 in Book Q, page 11 as File No. 330923, of Leases.

A supplement to said Lease recorded in the Washoe Official Records on May 26, 1970 in Book 465 at Page 454 under File No. 175044.

An assignment of lessee's interest in said Lease was executed by Center Street Properties Corp., a Nevada corporation, to Harrah Realty Co., a Nevada corporation, recorded in the Washoe Official Records on October 25, 1976 in Book 1018, page 235 as File No. 431909.

A second supplement to said Lease dated September 28, 1979, a memorandum of which was recorded in the Washoe Official Records under File No. 1227268.

A third supplement to said Lease dated April 8, 1981, a memorandum of which was recorded in the Washoe Official Records under File No. 1227268.

An instrument recorded in the Washoe Official Records on November 7, 1980 in Book 1566, page 795 as File No. 705224 discloses a renewal of said Lease pursuant to the terms thereof.

The interest of Harrah Realty Co. has been assigned to Harrah's, a Nevada corporation, by an instrument recorded in the Washoe Official Records on August 10, 1982 in Book 1773, page 444 as File No. 809291.

Several instruments in the Washoe Official Records disclose the following: Florence Capurro Clear (Waltz) is also know as Florence Marsh Stults, Lois LeClare Gaiser (Charvo) is also known as Lois L. Haradon, and Charles LeClare is also known as Charles A. LeClare.

An instrument recorded in the Washoe Official Records on August 10, 1982 in Book 1773, page 446 as File No. 809292 executed by Harrah's, a Nevada corporation, accepts and assumes said Lease, upon the terms, provisions and conditions thereof.

By instruments recorded in the Washoe Official Records on April 3, 1987 as File Nos. 1152517, 1152518 and 1152519, all of lessee's interest under said Lease was assigned to Holiday Inns, Inc., a Tennessee corporation.

Said Lease described in this Section 1(B) has been further assigned by that certain Assignment of Lease dated as of February 23, 1988 between Holiday Inns, Inc., a Tennessee corporation, as assignor, to Harrah's Reno Holding Company, Inc., a Nevada corporation, as assignee, recorded February 24, 1988 as File No. 1227962 in the Washoe County, Nevada Official Records.

Said Lease and other instruments described in this Section 1(B) are referred to herein collectively as the "Parcel 4 Lease".

The Parcel 4 Sublease and the Parcel 4 Lease are referred to herein collectively as the "Parcel 4 Ground Leases".

2. Skyway Ground Lease. (A) A leasehold estate in the Parcel described as "PARCEL 16" in Part II-B of this Exhibit B under that certain Lease described as follows:

Dated: September 24, 1979

**Lessor:** City of Reno, Nevada, a municipal corporation  
**Lessee:** Harrah's Club, a Nevada corporation  
**Recorded:** October 29, 1979 in Book 1445, page 218 as File No. 638562, in Washoe Official Records  
**Amended:** By instrument dated September 24, 1979, recorded in the Washoe Official Records on October 29, 1979 in Book 1445, page 240 as File No. 638563; and amended by instrument recorded in the Washoe Official Records on January 21, 1980 in Book 1470, page 21 as File No. 653094 and amended by instrument dated May 5, 1980, recorded in the Washoe Official Records on May 6, 1980 in Book 1500, page 804 as File No. 671627; and amended by instrument dated February 22, 1988 and recorded February 24, 1988 as File No. 1227801, Washoe County, Nevada Official Records.

**Assigned:** By instruments recorded in Washoe Official Records on April 24, 1987 as File Nos. 1157547, 1157548 and 1157549 all of lessee's interest under said Lease was assigned to Holiday Inns, Inc., a Tennessee corporation. By instrument recorded in Washoe County, Nevada Official Records on February 7, 1990 all of lessee's interest was assigned to Embassy.

(B) A leasehold estate in the Parcel described as "PARCEL 17" in Part II-B of this Exhibit B under that certain Lease described as follows:

**Dated:** September 24, 1979  
**Lessor:** City of Reno, Nevada, a municipal corporation  
**Lessee:** Harrah's Club, a Nevada corporation  
**Recorded:** October 29, 1979 in Book 1445, page 248 as File No. 638565, Official Records  
**Amended:** By instrument dated February 22, 1988 and recorded February 24, 1988 as File No. 1227801, Washoe County, Nevada Official Records.  
**Assigned:** By instruments recorded in Washoe Official Records on April 24, 1987 under File Nos. 1157544, 1157545 and 1157546 all of lessee's interest under said Lease was assigned to Holiday Inns, Inc., a Tennessee corporation.

By instrument recorded in Washoe County, Nevada Official Records on February 7, 1990 all of lessee's interest was assigned to Embassy.

(C) A leasehold estate in the Parcel described as "PARCEL 18" in Part II-B of this Exhibit B under that certain Lease described as follows:

**Dated:** June 11, 1984  
**Lessor:** City of Reno, Nevada, a municipal corporation  
**Lessee:** Harrah's Club, a Nevada corporation  
**Recorded:** September 26, 1984 in Book 2071, page 485 as File No. 952028, Official Records  
**Amended:** By instrument recorded on February 24, 1988 as File No. 1227801, Washoe County, Nevada Official Records

An amendment to said Lease was incorporated into said lease above mentioned, together with the rights, if any, created by an agreement by and between HARRAH REALTY and the CITY OF RENO relating to a soffit, extending over Lincoln Alley, subject to the terms, provisions and conditions contained therein, as set forth in an instrument recorded in the Washoe Official Records on October 18, 1973 in Book 771, page 542 as File No. 305285.

**Assigned:** By instruments recorded in Washoe Official Records on April 24, 1987 under File Nos. 1157550, 1157551 and 1157552, said Lease was assigned to Holiday Inns, Inc., a Tennessee corporation.

By instrument recorded in Washoe County, Nevada Official Records on February 7, 1990 as File No. 1379386 all of lessee's interest was assigned to Embassy.

Said Leases and other instruments described in this Section 2 are referred to herein collectively as the "Skyway Ground Leases".

The Parcel 4 Ground Leases and the Skyway Ground Leases are referred to herein collectively as the "Reno Ground Leases".

3. Subterranean Lease. A subterranean encroachment leasehold interest in the Parcel described as "PARCEL

19" in Part II-B of this Exhibit B under that certain Lease Agreement described as follows:

**Dated:** September 2, 1979  
**Lessor:** City of Reno, Nevada, a municipal corporation  
**Lessee:** Harrah's Club, a Nevada corporation  
**Recorded:** October 29, 1979, in Book 1445, page 242 as File No. 638564, Official Records.  
**Assigned:** By Assignment of Lease dated March 26, 1987 recorded in Book 2536, page 821 as File No. 1157541 an undivided 11.5% interest of lessor's interest to Harrah's and to Holiday Inns, Inc., as to an undivided 88.5% interest by Assignment of Lease dated March 26, 1987 recorded on April 24, 1987 in Book 2536, page 824 and an Acceptance and Assumption dated March 31, 1987 recorded in Book 2536, page 826 as File No. 1157542, Official Records; further assigned as to an undivided 11.5% interest to Holiday Inns, Inc. by Assignment of Lease dated March 26, 1987, recorded April 24, 1987 in Book 2536, page 827 as File No. 1157543, Official Records; and as further assigned by Assignment and Assumption of Lease dated as of January 30, 1990 all of Holiday Inns, Inc.'s interest to Embassy Suites, Inc.

Part II-B - Reno Leased Parcel

All that certain real property situate in the County of Washoe, State of Nevada, bounded and described as follows:

**PARCEL 4:** (Leased and subleased under the Parcel 4 Ground Leases described Section 1 of Part II-A of this Exhibit B.)

Commencing at the Northeast corner of Second Street and Center Street, the same being the Southwest corner of Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871; thence Northerly along the East line of North Center Street, a distance of 51 minutes 3 seconds ; thence Easterly a distance of 86 feet to a point 52 minutes 6 seconds North of the North side line of Second Street; thence Easterly parallel with the North side line of Second Street, 54 feet

to the West line of an alley running Northerly and Southerly through said Block Q; thence Southerly along the West line of said alley to the North side line of Second Street; thence Westerly along the North side line of said Second Street a distance of 140 feet to the point of beginning.

AP No.: 011-071-09  
Record Owner: Lois L. Haradon, a/k/a Lois  
LeClare Gaiser (Charvo), and  
Charles A. LeClare, a/k/a Charles  
LeClare

PARCEL 16: (Leased under the Skyway Ground Lease described in Section 2(A) of Part II-A of this Exhibit B.)

Airspace rights above a parcel of land situated in Section 11, Township 19 North, Range 19 East, M.D.B.&M., Washoe County, Nevada and being a portion of East Second Street, North Center Street and Lincoln Alley of the ORIGINAL TOWN, NOW CITY OF RENO, NEVADA according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871, and more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of Lot 1 of Block Q of said Map of City of Reno; thence North 13 degrees 52 minutes 16 seconds West, along the Westerly line of said Block Q, a distance of 150.00 feet; thence South 76 degrees 05 minutes 44 seconds West, a distance of 73.00 feet; thence North 13 degrees 52 minutes 16 seconds West, a distance of 100.00 feet; thence North 33 degrees 09 minutes 40 seconds West, a distance of 21.19 feet to a point on the Easterly line of Block P of said Map of the City of Reno; thence South 31 degrees 52 minutes 16 seconds East, along the Easterly line of said Block P, a distance of 270.00 feet to the Southeast corner of Lot 12 of said Block P; thence South 76 degrees 05 minutes 44 seconds West, along the Southerly line of said Lot 12, a distance of 140.00 feet to the Southwest corner of said Lot 12; thence North 13 degrees 52 minutes 16 seconds West, along the Westerly line of lots 11 and 12 of said Block P, a distance of 55.00 feet; thence South 76 degrees 07 minutes 44 seconds West, a distance of 8.00 feet; thence South 13 degrees 52 minutes 16 seconds East, a distance of 63.00 feet; thence North 76 degrees 05 minutes 44 seconds East, a distance of 141.00 feet; thence North 31 degrees 06 minutes 15 seconds East, a distance of 21.22 feet; thence North 13 degrees 52 minutes 16 seconds West, a distance of 93.00 feet; thence North 76



degrees 05 minutes 44 seconds East, a distance of 64.00 feet; thence South 13 degrees 52 minutes 16 seconds East a distance of 93.00 feet; thence South 58 degrees 53 minutes 19 seconds East, a distance of 21.21 feet; thence North 76 degrees 05 minutes 44 seconds East, a distance of 53.00 feet; thence North 13 degrees 54 minutes 16 seconds West, a distance of 8.00 feet to a point on the Southerly line of said Block Q; thence South 76 degrees 05 minutes 44 seconds West, along the Southerly line of said Block Q, a distance of 60.00 feet to the Point of Beginning.

AP No.: 011-071-18  
Record Owner: City of Reno

PARCEL 17: (Leased under the Skyway Lease described Section 2(B) of Part II-A of this Exhibit B.)

Airspace rights above an elevation of 4510.05 feet and below an elevation of 4574.05 feet as based on the elevation datum of the City of Reno, i.e. City of Reno, B.M., ramset on the sidewalk on the southwesterly corner of Lake Street and East Second Street elevation 4489.36, as published by the City of Reno on January 19, 1977, within a parcel of land situated in Section 11, Township 19 North, Range 19 East, M.D.B.&M., Washoe County, Nevada and being a portion of the East-West alley between North Center Street and Lake Street in Block Q of the ORIGINAL TOWN, NOW CITY OF RENO, NEVADA, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871 and more particularly described by metes and bounds as follows:

Beginning at the Southeast corner of Lot 22 of said Block Q; thence South 13 degrees 52 minutes 16 seconds East, along the Westerly line of Lake Street, a distance of 10.00 feet; thence South 76 degrees 05 minutes 44 seconds West, a distance of 160.57 feet to a point on the Easterly line of the East-West alley abandoned by Document No. 638561; thence North 13 degrees 52 minutes 16 seconds West, along the Easterly line of the East-West alley abandoned by Document No. 638561, a distance of 10.00 feet to the Southerly line of Lot 16 of said Block Q; thence North 76 degrees 05 minutes 44 seconds East, along the Southerly lines of Lots 16 through 22 of said Block P, a distance of 160.57 feet to the Point of Beginning.

AP No.: 011-071-19  
Record Owner: City of Reno

**PARCEL 18:** (Leased under the Skyway Lease described in Section 2 (C) of Part II-A of this Exhibit B.)

Airspace rights above a parcel of land situated in Section 11, Township 19 North, Range 19 East, M.D.B.&M., Washoe County, Nevada and being a portion of Lincoln Alley of the ORIGINAL TOWN, NOW CITY OF RENO, NEVADA, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871, and more particularly described by metes and bounds as follows:

Beginning at a point on the Westerly line of Lot 8 of Block P of said Map of the City of Reno, from which the Northwest corner of Lot 7 of said Block P bears North 13 degrees 52 minutes 16 seconds West, a distance of 84.00 feet; thence South 76 degrees 07 minutes 44 seconds West, a distance of 5.00 feet; thence South 13 degrees 52 minutes 16 seconds East, a distance of 62 feet; thence North 76 degrees 07 minutes 44 seconds East, a distance of 5.00 feet to a point on the Westerly line of Lot 9 of said Block P; thence North 13 degrees 52 minutes 16 seconds West, along the Westerly lines of said Lots 8 and 9, a distance of 62.00 feet to the Point of Beginning.

AP No.: 011-052-27  
Record Owner: City of Reno

EXHIBIT B

Description of the Harrah's Lake Tahoe  
Hotel Casino Property (including Bill's Casino)

All that certain real property situate in the County of Douglas, State of Nevada, bounded and described as follows:

PARCEL 1:

Commencing at the intersection of the Easterly right of way line of U.S. Highway 50 as it now exists and the Nevada-California State line as it now exists; thence Northeast-erly along said right of way line, North 28 degrees 02 minutes East, 680.50 feet to the true point of beginning; thence continuing along said right of way line, North 28 degrees 02 minutes East, 147.45 feet to point on the South-erly line of that certain parcel of land as described in the deed to Barney's Incorporated, recorded June 7, 1961, in Book 7, page 117, File No. 18139, Official Records; thence along the Southerly and Easterly lines of said parcel as described in the previously mentioned deed, South 61 degrees 58 minutes East, 150.00 feet and North 28 degrees 02 minutes East, 49.71 feet to a point on the Northerly line of that certain piece or parcel of land described as Parcel 1 in the Deed from Tahoe Plaza Incorporated to Harrah's Club, recorded October 3, 1961, in Book 8, page 752, File No. 18850, Official Records; thence along the Northerly lines of Parcel 1 and Parcel 2 as described in the previously mentioned deed, South 61 degrees 58 minutes East (S. 62 degrees 02 seconds E., Deed), 420.00 feet to the most Northerly corner of that certain piece or parcel of land described as Parcel 1 in the Deed from Park Cattle Company to Harrah's Club, recorded December 28, 1967, in Book 56, page 334, File No. 39715, Official Records; thence Southeasterly along the Easterly lines of Parcel 1 and Parcel 2 as described in the previously mentioned deed, South 32 degrees 55 minutes East 147.97 feet; thence North 61 degrees 58 minutes West, 247.89 feet; thence South 28 degrees 02 minutes West, 87.87 feet; thence North 61 degrees 58 minutes West 260.00 feet; thence North 85 degrees 19 minutes West 95.69 feet; thence North 61 degrees 58 minutes West, 102.73 feet to the true point of beginning.

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PARCEL 2:

Beginning at the intersection of the Easterly right of way line of U.S. Highway 50 as it now exists and the Nevada-California State line as it now exists, being the true point of beginning; thence Northeasterly along said right of way line of U.S. Highway 50, North 28 degrees 02 minutes East, 680.50 feet; thence leaving Highway 50, South 61 degrees 58 minutes East, 102.73 feet; thence South 85 degrees 19 minutes East, 95.69 feet; thence South 61 degrees 58 minutes East, 260.00 feet; thence North 28 degrees 02 minutes East, 87.87 feet; thence South 61 degrees 58 minutes East, 247.89 feet, more or less, to a point on the existing fence along the Easterly line of that certain parcel of land described as Parcel 2 in the deed from Park Cattle Company to Harrah's Club, recorded December 28, 1967, in Book 56, page 334, File No. 39715, Official Records; thence along said fence line, South 32 degrees 55 minutes East, 194.91 feet, more or less to a found brass capped concrete monument marked RE 933; thence continuing along a fence on the Easterly line of that certain parcel of land described as Parcel 2 in the previously mentioned Deed, South 0 degrees 25 minutes 42 seconds East, 783.03 feet to a point on the North line of the SE 1/4 of the SE 1/4 of Section 27, Township 13 North Range 18 East, M.D.B.&M., said point being marked on the ground by a found brass capped concrete monument marked RE 933; thence Easterly along said line, South 89 degrees 51 minutes 54 seconds East, 279 feet, more or less, to the West line of the proposed relocation of U.S. Highway 50 right of way; thence Southwesterly and Northwesterly along said line of the proposed relocation of U.S. Highway 50, the following courses per Highway bearings and distances: South 45 degrees 26 minutes 04 seconds West 62.60 feet; South 62 degrees 56 minutes 14 seconds West 193.09 feet; South 42 degrees 34 minutes 22 seconds West, 167.96 feet; North 73 degrees 22 minutes 13 seconds West, 88.54 feet; North 59 degrees 10 minutes 02 seconds West, 101.98 feet; thence North 47 degrees 54 minutes 42 seconds West, 388.23 feet, along a curve to the left the tangent of which bears the last described course with a radius of 500.00 feet through a central angle of 20 degrees 36 minutes 41 seconds for an arc distance of 179.87 feet to a point on the Nevada-California State line as it now exists; thence West-erly along the Nevada-California State line to the point of

its intersection with the Easterly line of U.S. Highway 50 as it now exists, to the true point of beginning.

EXCEPTING THEREFROM that portion of said land deeded to Douglas County, a political subdivision of the State of Nevada, by Deed recorded January 29, 1979, in Book 179, page 1642, File No. 29467, Official Records.

AP No.: 07-150-06  
07-150-07  
07-150-08

Record Owner: Embassy Suites, Inc.

**PARCEL 3:**

A parcel of land situated in the Southeast 1/4 of Section 27, Township 13 North, Range 18 East, M.D.B.&M., Douglas County State of Nevada and more particularly described as follows:

Commencing at the intersection of the Easterly right of way line of U.S. Highway 50 as it now exists and the Nevada-California State Line as it now exists, from which the Stateline monument on the South shore of Lake Tahoe bears North 47 degrees 52 minutes 13 seconds West, a distance of 2827.56 feet, and a GLO Brass Cap at the East 1/4 corner of said Section 27 bears North 68 degrees 16 minutes 13 seconds East, a distance of 1945.13 feet; thence North 28 degrees 48 minutes 16 seconds East, along the Easterly line of U.S. Highway 50, a distance of 827.95 feet to the Southwest corner of that parcel of land described in the deed to Barney's Incorporated, recorded June 7, 1961, in Book 7, page 117, File No. 18139, Official Records; and the TRUE POINT OF BEGINNING; thence North 28 degrees 48 minutes 16 seconds East, along the Easterly line of U.S. Highway 50, a distance of 49.71 feet to the Northwest corner of said Barney's Parcel; thence South 61 degrees 11 minutes 44 seconds East, a distance of 150.00 feet to the Northeast corner of said Barney's Parcel and an angle point in the Northerly line of Parcel 1 in the Deed from Tahoe Plaza Incorporated to Harrah's Club, recorded October 3, 1961, in Book 8, page 752, File No. 18850, Official Records; thence South 28 degrees 48 minutes 16 seconds West, a distance of 49.71 feet; thence North 61 degrees 11 minutes 44 seconds, a distance of 150.00 feet to the TRUE POINT OF BEGINNING.

AP No.: 07-150-01  
Record Owner: Embassy Suites, Inc.

**EXHIBIT B**

**Description of the Harrah's  
Las Vegas Hotel Casino Property**

**Las Vegas Fee Parcel**

All that real property situate in the County of Clark,  
State of Nevada, bounded and described as follows:

**PARCEL I:**

That portion of the Southwest quarter of the Southwest  
quarter of Section 16, Township 21 South, Range 61 East,  
M.D.M., more particularly described as follows:

Commencing at the intersection of the North line of said  
Southwest quarter of the Southwest quarter of said Section  
16 with the center line of U.S. Highway No. 91 (original  
alignment 80 feet wide); thence East along the North line  
of the Southwest quarter of the Southwest quarter of said  
Section 16 a distance of 340 feet to a point; thence South  
and parallel to the West line of said Section 16 a distance  
of 150 feet to a point; thence West and parallel to the  
North line of the Southwest quarter of the Southwest quar-  
ter of said Section 16, a distance of 340 feet more or less  
to a point on the center line of said U.S. Highway No. 91;  
thence North along the center line of said U.S. Highway No.  
91, a distance of 150 feet more or less to the point of  
beginning.

Excepting therefrom all State and County roads and high-  
ways.

AP No.: 140250001  
Record Owner: Embassy Suites, Inc.

**PARCEL II:**

A portion of the Southwest quarter of Section 16, Township  
21 South, Range 61 East, M.D.M., more particularly  
described as follows:

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**BK 0793PG5588**

Commencing at the Northwest corner of the Southwest quarter of the said Southwest quarter of Section 16; thence South 88 degrees 41 minutes 45 seconds East along the North line of the said Southwest quarter of the Southwest quarter of Section 16, a distance of 183.59 feet to a non-radial point on a curve concave Southeasterly having a radius of 3,960 feet, with a radial bearing South 81 degrees 31 minutes 31 seconds East, said curve being the Easterly right-of-way line of U.S. Highway 91, the true point of beginning; thence Northerly along the last mentioned curve thru a central angle of 01 degree 52 minutes 15 seconds an arc distance of 129.30 feet to a point whose radial bears South 79 degrees 39 minutes 16 seconds East;

thence South 88 degrees 41 minutes 45 seconds East, a distance of 252.18 feet to a point;

thence North 01 degree 18 minutes 15 seconds East, a distance of 69.33 feet to a point;

thence South 86 degrees 41 minutes 45 seconds East, a distance of 52.50 feet to a point;

thence North 01 degree 18 minutes 15 seconds East, a distance of 18.50 feet to a point;

thence South 86 degrees 41 minutes 45 seconds East, a distance of 14.00 feet to a point;

thence North 01 degree 18 minutes 15 seconds East, a distance of 24 feet to a point;

thence South 88 degrees 41 minutes 45 seconds East, a distance of 40.00 feet to a point;

thence North 01 degree 18 minutes 15 seconds East, a distance of 60.17 feet to a point;

thence South 88 degrees 41 minutes 45 seconds East, a distance of 522.37 feet to a point;

thence South 01 degree 18 minutes 45 seconds West, a distance of 300.00 feet to a point;

thence North 88 degrees 41 minutes 45 seconds West, a distance of 899.23 feet to the true point of beginning.

AP No.: 140260035  
Record Owner: Embassy Suites, Inc.

Also the following described Parcel A, B, and C:

**PARCEL A:**

A portion of the Southwest quarter of Section 16, Township 21 South, Range 61 East, M.D.M., more particularly described as follows:

Commencing at the Northwest quarter of the Southwest quarter of the said Southwest quarter of Section 16;

thence South 88 degrees 41 minutes 45 seconds East along the North line of the said Southwest quarter of the Southwest quarter of Section 16, a distance of 183.59 feet to a nonradial point on a curve concave Southeasterly having a radius of 3,960 feet, with a radial bearing South 81 degrees 31 minutes 31 seconds East, said curve being the Easterly right-of-way line of U.S. Highway 91;

thence Northerly along the last mentioned curve thru a central angle of 01 degree 52 minutes 15 seconds, an arc distance of 129.30 feet, whose radial bears South 79 degrees 39 minutes 16 seconds East;

thence continuing along the last mentioned curve thru a central angle of 02 degrees 31 minutes 47 seconds, an arc distance of 174.84 feet to a point whose radial bears South 77 degrees 07 minutes 29 seconds East;

thence South 88 degrees 41 minutes 45 seconds East, a distance of 327.40 feet to a point;

thence South 01 degree 18 minutes 15 seconds West, a distance of 60.17 feet to a point;

thence North 88 degrees 41 minutes 45 seconds West, a distance of 40.00 feet to a point; said point being the true point of beginning;

thence North 01 degree 18 minutes 15 seconds East, a distance of 36.17 feet to a point;

thence North 88 degrees 41 minutes 45 seconds West, a distance of 0.50 feet to a point;

thence South 01 degree 18 minutes 15 seconds West, a distance of 60.17 feet to a point;



thence South 88 degrees 41 minutes 45 seconds East, a distance of 0.50 feet to a point; thence North 01 degree 18 minutes 15 seconds East, a distance of 24.00 feet to the true point of beginning.

AP No.: 140260035  
Record Owner: Embassy Suites, Inc.

**PARCEL B:**

A portion of the Southwest quarter of Section 16, Township 21 South, Range 61 East, M.D.M., more particularly described as follows:

Commencing at the Northwest corner of the Southwest quarter of the said Southwest Quarter of Section 16; thence South 88 degrees 41 minutes 45 seconds East along the North line of the said Southwest quarter of the Southwest quarter of Section 16, a distance of 183.59 feet to a non-radial point on a curve concave Southeasterly having a radius of 3,960 feet, with a radial bearing South 81 degrees 31 minutes 31 seconds East, said curve being the Easterly right-of-way line of U.S. Highway 91;

thence Northerly along the last mentioned curve thru a central angle of 01 degree 52 minutes 15 seconds, an arc distance of 129.30 feet, whose radial bears South 79 degrees 39 minutes 16 seconds East;

thence continuing along the last mentioned curve thru a central angle of 02 degrees 31 minutes 47 seconds, an arc distance of 174.84 feet to a point whose radial bears South 77 degrees 07 minutes 29 seconds East;

thence South 88 degrees 41 minutes 45 seconds East, a distance of 327.40 feet to a point; thence South 01 degree 18 minutes 15 seconds West, a distance of 60.17 feet to a point;

thence North 88 degrees 41 minutes 45 seconds West, a distance of 40.00 feet to a point;

thence South 01 degree 18 minutes 15 seconds West, a distance of 24.00 feet to a point;

thence North 88 degrees 41 minutes 45 seconds West, a distance of 14.00 feet to a point;

thence South 01 degree 18 minutes 15 seconds West, a distance of 2.00 feet to the true point of beginning; thence continuing South 01 degree 18 minutes 15 seconds West, a distance of 16.73 feet to a point;

thence North 89 degrees 00 minutes 16 seconds West, a distance of 5.75 feet to a point;

thence North 01 degree 18 minutes 15 seconds East, a distance of 16.73 feet to a point;

thence South 88 degrees 41 minutes 45 seconds East, a distance of 5.75 feet to the true point of beginning.

AP No.: 140260035  
Record Owner: Embassy Suites, Inc.

**PARCEL C:**

A portion of the Southwest quarter of Section 16, Township 21 South, Range 61 East, M.D.M., more particularly described as follows:

Commencing at the Northwest corner of the Southwest quarter of the said Southwest quarter of Section 16;

thence South 88 degrees 41 minutes 45 seconds East along the North line of the said Southwest quarter of the Southwest quarter of Section 16, a distance of 182.59 feet to a nonradial point on a curve concave Southeasterly having a radius of 3,960 feet, with a radial bearing South 81 degrees 31 minutes 31 seconds East, said curve being the Easterly right-of-way line of U.S. Highway 91;

thence Northerly along the last mentioned curve thru a central angle of 01 degree 52 minutes 15 seconds, an arc distance of 129.30 feet, whose radial bears South 79 degrees 39 minutes 16 seconds East;

thence continuing along the last mentioned curve thru a central angle of 02 degrees 31 minutes 47 seconds, an arc distance of 173.83 feet to a point whose radial bears South 77 degrees 07 minutes 29 seconds East; thence South 88 degrees 41 minutes 45 seconds East, a distance of 327.40 feet to a point;

thence South 01 degree 18 minutes 15 seconds West, a distance of 60.17 feet to a point;

thence North 88 degrees 41 minutes 45 seconds West, a distance of 40.00 feet to a point;

thence South 01 degree 18 minutes 15 seconds West, a distance of 24.00 feet to a point;

thence North 88 degrees 41 minutes 45 seconds West, a distance of 14.00 feet to a point;

thence South 01 degree 18 minutes 15 seconds West, a distance of 18.50 feet to a point;

thence North 88 degrees 41 minutes 45 seconds West, a distance of 52.50 feet to a point;

thence South 01 degree 18 minutes 15 seconds West, a distance of 2.50 feet to the true point of beginning;

thence continuing South 01 degree 18 minutes 15 seconds West, a distance of 66.83 feet to a point;

thence North 88 degrees 41 minutes 45 seconds West, a distance of 2.54 feet to a point;

thence North 00 degrees 59 minutes 44 seconds East, a distance of 66.83 feet to a point;

thence South 89 degrees 00 minutes 16 seconds East, a distance of 2.90 feet to the true point of beginning.

AP No.: 140260035  
Record Owner: Embassy Suites, Inc.

Except any portion thereof lying within Parcels III or IV, being more particularly described herein.

**PARCEL III:**

A portion of the southwest quarter of Section 16, Township 21 South, Range 61 East, M.D.M., more particularly described as follows:

Commencing at the Northwest corner of the Southwest quarter of the said Southwest quarter of Section 16;

thence South 88 degrees 41 minutes 45 seconds East along the North line of said Southwest quarter of the Southwest quarter of Section 16, a distance of 183.59 feet to a non-

radial point on a curve concave Southeasterly having a radius of 3,960 feet, with a radial bearing South 81 degrees 31 minutes 31 seconds East, said curve being the Easterly right of way line of U.S. Highway 91;

thence Northerly along the last mentioned curve through a central angle of 01 degree 52 minutes 15 seconds an arc distance of 129.30 feet to the true point of beginning, whose radial bears South 79 degrees 39 minutes 16 seconds East;

thence continuing along the last mentioned curve through a central angle of 02 degrees 31 minutes 47 seconds an arc distance of 174.84 feet to a point whose radial bears South 77 degrees 07 minutes 29 seconds East;

thence South 88 degrees 41 minutes 45 seconds East, a distance of 327.40 feet to a point;

thence South 01 degree 18 minutes 15 seconds West, a distance of 60.17 feet to a point;

thence North 88 degrees 41 seconds 45 minutes West, a distance of 40.50 feet to a point;

thence South 01 degree 18 minutes 15 seconds West, a distance of 26.00 feet to a point;

thence North 88 degrees 41 minutes 45 seconds West, a distance of 19.25 feet to a point;

thence South 01 degree 18 minutes 15 seconds West, a distance of 18.73 feet to a point;

thence North 89 degrees 00 minutes 16 seconds West, a distance of 49.61 feet to a point;

thence South 00 degrees 59 minutes 44 seconds West, a distance of 66.83 feet to a point;

thence North 88 degrees 41 minutes 45 seconds West, a distance of 249.64 feet to the true point of beginning.

AP No.: 140260033  
Record Owner: Embassy Suites, Inc.

Except any portion lying within Parcel IV, more particularly described herein.

**PARCEL IV:**

Being a portion of the Southwest quarter of Section 16, township 21 South, Range 61 East, M.D.M., described as follows:

Commencing at the Northwest corner of the Southwest quarter of the said Southwest quarter of Section 16; thence South 88 degrees 41 minutes 45 seconds East along the North line of said Southwest quarter of the Southwest quarter of Section 16, a distance of 183.59 feet to a non-radial point on a curve concave Southeasterly having a radius of 3,960.00 feet, with a radial bearing of South 81 degrees 31 minutes 31 seconds East, said curve being the easterly right-of-way line of U.S. Highway 91;

thence northerly along the last mentioned curve through a central angle of 04 degrees 24 minutes 02 seconds an arc distance of 304.14 feet to a point whose radial bearing is South 77 degrees 07 minutes 29 seconds East;

thence South 88 degrees 41 minutes 45 seconds East, 314.274 feet to the point of beginning; thence continuing South 88 degrees 41 minutes 45 seconds East, 62.38 feet;

thence North 01 degree 08 minutes 36 seconds East, 110.65 feet;

thence North 88 degrees 51 minutes 24 seconds West, 62.38 feet;

thence South 01 degree 08 minutes 36 seconds West, 110.47 feet to the point of beginning.

**ALSO**

A portion of the Southwest quarter of Section 16, Township 21 South, Range 61 East, M.D.M., more particularly described as follows:

Commencing at the Northwest corner of the Southwest quarter of the Southwest quarter of Section 16;

thence South 88 degrees 41 minutes 45 seconds East along the North line of said southwest Quarter of the Southwest quarter of Section 16, a distance of 183.59 feet to a non-radial point on a curve concave Southeasterly having a radius of 3,960 feet with a radial bearing South 81 degrees

31 minutes 31 seconds East, said curve being the Easterly right-of-way line of U.S. Highway 91;

thence Northerly along the last mentioned curve through a central angle of 04 degrees 24 minutes 02 seconds an arc distance of 304.14 feet to a point whose radial bears south 77 degrees 07 minutes 29 seconds East; thence South 88 degrees 41 minutes 45 seconds East, a distance of 314.274 feet to the point beginning;

thence continuing South 88 degrees 41 minutes 45 seconds East, a distance of 13.13 feet to a point;

thence South 01 degree 18 minutes 15 seconds West, a distance of 60.17 feet to a point;

thence North 88 degrees 41 minutes 45 seconds West, a distance of 40.50 feet to a point;

thence North 01 degree 18 minutes 15 seconds East, a distance of 36.17 feet to a point;

thence South 88 degrees 41 minutes 45 seconds East, a distance of 27.37 feet to a point;

thence North 01 degree 18 minutes 15 seconds East, a distance of 24.00 feet to the point of beginning.

AP No.: 140260035  
Record Owner: Embassy Suites, Inc.

**PARCEL V:**

Those portions of the North half of the Southwest quarter of Section 16, Township 21 South, Range 61 East, M.D.M., described as follows:

**SUB-PARCEL I:**

Beginning at the intersection of the south line of the Sands Hotel property with the East right-of-way line of U.S. Highway No. 91 (102 feet in width) as shown on survey map on record in the Registered Professional Engineers File 8, page 36, in the Office of the County Recorder, County of Clark, State of Nevada, said point being marked by a concrete monument with bronze cap and tag re 305;

thence from a tangent whose bearing is North 14 degrees 21 minutes 22 seconds East, turning to the right along the East right-of-way curve of U.S. Highway No. 91, having a radius of 3,962 feet, through a central angle of 0 degrees 58 minutes 03 seconds an arc length of 66.90 feet to the Southwest corner of Travelodge Motel Parcel, said corner being marked by an iron pipe with a tag R.L.S. No. 807;

thence South 88 degrees 51 minutes 24 seconds East, 500.00 feet to the Southeast corner of said Travelodge Motel Parcel, said corner being marked by Nail and Shiner tagged R.E. No. 1349;

thence continuing South 88 degrees 51 minutes 26 seconds East 17.60 feet;

thence South 01 degree 08 minutes 36 seconds West 65.00 feet to a point of intersection with the aforesaid South line of the Sands Hotel property;

thence North 88 degrees 51 minutes 24 seconds West along said South line 533.25 feet to the point of beginning.

Excepting therefrom the existing private roadway, being designated as Parcel I-A and described by metes and bounds as follows:

Beginning at the Northwest corner of the above-described parcel of land, said corner being marked by an iron pipe with tag bearing R.L.S. #807;

thence South 88 degrees 51 minutes 24 seconds East along the North line of said parcel 517.60 feet to the Northeast corner thereof;

thence South 1 degree 08 minutes 36 seconds West along the East line of said parcel 39.78 feet;

thence North 43 degrees 51 minutes 24 seconds West 11.00 feet;

thence North 88 degrees 51 minutes 24 seconds West along a line parallel with and distant 32 feet (measured at right angles) from the North line of the above-described parcel of land 484.87 feet;

thence South 63 degrees 53 minutes 15 seconds West 42.0 feet to a point of intersection with the East right-of-way line of U.S. Highway No. 91;

thence from a tangent whose bearing is North 14 degrees 33 minutes 38 seconds East turning to the right along the East right-of-way curve of said highway, concave to the Southeast and having a radius of 3,962 feet, through a central angle of 0 degrees 45 minutes 46 seconds an arc length of 52.75 feet to the point of beginning.

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AP No.: 140260031  
Record Owner: Embassy Suites, Inc.

**SUB-PARCEL II:**

Beginning at the Southwest corner of Sub-Parcel I, being marked by a bronze cap and tag R.E. No. 305, as described above;

thence South 88 degrees 51 minutes 24 seconds East along the South line of the Sands Hotel property 533.25 feet to the Southeast corner of the above-described sub-Parcel I;

thence South 1 degree 08 minutes 36 seconds West 97.50 feet to a point in the North line of that certain parcel of land conveyed to Holiday Inns, Inc., as described in the amended grant, bargain and sale deed recorded as Document No. 43717 on August 14, 1970 in the Office of the County Recorder, County of Clark, State of Nevada;

thence North 88 degrees 51 minutes 24 seconds West along said North line and the North line of the Holiday Queen Land Corporation parcel (Harrah's Las Vegas) a distance of 554.85 feet to a point of intersection with the East right-of-way line of U.S. Highway No. 91;

thence from a tangent which bears North 12 degrees 54 minutes 43 seconds East turning to the right along the right-of-way curve having a radius of 3,962 feet, through a central angle of 1 degree 26 minutes 39.2 seconds, an arc distance of 99.87 feet to the point of beginning.

AP No.: 140260031  
Record Owner: Embassy Suites, Inc.

**SUB-PARCEL III:**

An easement for egress and ingress over and across the existing private roadway hereinabove-described and referred to as Parcel I-A.

AP No.: 140260031  
Record Owner: Embassy Suites, Inc.

Excepting therefrom, any portion lying within the above-described Parcel IV.

**PARCEL VI:**

That portion of the Northwest quarter of the Southwest quarter of Section 16, Township 21 South, Range 61 East, M.D.M., described as follows:

Commencing at the center quarter corner of said Section 16, as designated on survey map on record in the Registered Professional Engineers File 6, page 88, in the Office of the County Recorder, County of Clark, State of Nevada;

thence South 0 degrees 40 minutes 25 seconds East along the quarter section line 1333.08 feet;

thence North 88 degrees 41 minutes 45 seconds West along the South one-sixteenth (S 1/16th) line of said Section 16, a distance of 1347.28 feet to the Southwest one-sixteenth (1/16th) corner of said Section 16, said corner also being the Northwest corner of Flamingo Estates subdivision, the true point of beginning;

thence continuing North 88 degrees 41 minutes 45 seconds West 264.43 feet to the Southeast corner of that certain parcel of land conveyed to Holiday Inns, Inc., by deed recorded August 14, 1970 as Document No. 043717 in said County Official Records;

thence North 01 degree 18 minutes 15 seconds East along the East line of said parcel, 300.00 feet;

thence South 88 degrees 41 minutes 45 seconds East, a distance of 252.64 feet to a point;

thence South 0 degrees 56 minutes 38 seconds East, a distance of 300.24 feet to the true point of beginning.

AP No.: 140260026  
Record Owner: Embassy Suites, Inc.

**PARCEL VII:**

That portion of the Northwest quarter of the Southwest quarter of Section 16, Township 21 South, Range 61 East M.D.M., described as follows:

Commencing at the center quarter corner of said Section 16, as designated on survey map on record in the Registered

Professional Engineers file 6, page 88, in the Office of the County Recorder, County of Clark, State of Nevada;

thence South 0 degrees 40 minutes 25 seconds East along the quarter section line 1333.08 feet;

thence North 88 degrees 41 minutes 45 seconds West along the South one-sixteenth (S 1/16) line of said Section 16, a distance of 1347.28 feet to the Southwest one-sixteenth (1/16) corner of said Section 16, said corner also being the Northwest corner of Flamingo Estates subdivision and the true point of beginning;

thence continuing North 88 degrees 41 minutes 45 seconds West 264.43 feet to the Southeast corner of that certain parcel of land conveyed to Holiday Inns, Inc., by deed recorded August 14, 1970 as Document No. 043717 in said County Official Records;

thence North 1 degree 18 minutes 15 seconds East along the East line of said parcel 300.00 feet to the Northeast corner thereof;

thence North 88 degrees 41 minutes 45 seconds West 296.46 feet to the Southeast corner of that certain parcel of land described as Parcel II in the deed to River Boat Casino, Inc., recorded as Document No. 706135 in said County Official Records;

thence North 01 degree 18 minutes 15 seconds East along the East line of the last parcel 97.50 feet;

thence South 88 degrees 41 minutes 45 seconds East along the South line of Sands Hotel property 545.28 feet;

thence South 0 degrees 56 minutes 38 seconds East along the West one-sixteenth (W 1/16) line 397.81 feet to the true point of beginning.

Excepting therefrom any portion lying within the above-described Parcel VI.

AP No.: 140260025  
Record Owner: Embassy Suites, Inc.

**PARCEL VIII:**

That portion of the Southwest quarter (SW 1/4) of Section 16, Township 21 South, Range 61 East, M.D.B.&M., according to the official plat of said land on file in the Office of the Bureau of Land Management, Clark County, Nevada, and being more particularly described as follows:

Parcel One (1), as shown by map thereof on file in File 57, of Parcel Maps, Page 51, in the Office of the County Recorder of Clark County, Nevada.

AP No.: 140260041  
Record Owner: Embassy Suites, Inc.

COPY

EXHIBIT B

Description of the Harrah's  
Laughlin Hotel Casino Property

Laughlin Fee Parcel

All that real property situate in the County of Clark,  
State of Nevada, bounded and described as follows:

Parcel 1:

Commencing at the West Quarter (W 1/4 cor.) of said Section 24; thence South 00 degrees 19 minutes 32 seconds East., along the West line of said Section 24, a distance of 252.76 feet to the true point of beginning; thence North 89 degrees 26 minutes 48 seconds East., 1156.24 feet to a point; thence North 149.76 feet to a point, said point being on the centerline of a 60 foot wide utility and roadway easement; thence along said centerline the following courses; said point also being the beginning of a curve concave to the Northwest having a radius of 80.00 feet; thence Easterly along said curve and curving to the left through a central angle of 32 degrees 15 minutes 00 seconds an arc distance of 45.03 feet to a point of tangency; thence North 57 degrees 45 minutes 00 seconds East., 144.62 feet to a point of tangency with a curve concave Southerly, having a radius of 200.00 feet; thence Easterly and curving to the right along said curve through a central angle of 66 degrees 08 minutes 13 seconds an arc distance of 230.86 feet to a point; thence South 56 degrees 06 minutes 47 seconds East., 51.67 feet to a point of tangency with a curve concave to the Northeast having a radius of 80.00 feet; thence Easterly and curving to the left along said curve through a central angle of 33 degrees 53 minutes 13 seconds, an arc distance of 47.32 feet; thence East, 5.40 feet to the end of said centerline; thence South 53.00 feet; thence East, 160.00 feet, more or less, to a point on the High Ordinary Water Mark on the Westerly bank of the Colorado River; thence Southerly and meandering along said High Ordinary Water Mark the following courses; South 14 degrees 31 minutes 12 seconds West., 547.1 feet; thence South 07 degrees 05 minutes 37 seconds East., 226.7 feet; thence South 27 degrees 32 minutes 53 seconds East, 344.0 feet; thence North 73

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degrees, 40 minutes, 23 seconds East, 206.23 feet; thence South 08 degrees 19 minutes 53 seconds East., 152.3 feet; thence departing aforementioned High Ordinary Water Mark South 80 degrees 00 minutes 00 seconds West., 920.0 feet, more or less; thence South 89 degrees 26 minutes 48 seconds West., 1149.59 feet; thence North 00 degrees 19 minutes 32 seconds West., 1171.27 feet to the true point of beginning.

Further described as Lot Two (2) and a portion of Lot Three (3) as shown upon that certain parcel map filed in File 48 of Parcel Maps, page 2.

Excepting therefrom the following described land as conveyed to Clark County by deeds recorded July 28, 1987 in Book 870728 of Official Records, as Document No. 00686 and recorded July 29, 1987 in Book 870729 of Official Records, as Document No. 00865, Clark County, Nevada Records.

That portion of the Southwest Quarter (SW 1/4) of fractional Section 24, Township 32 South, Range 66 East, M.D.M., Clark County, Nevada described as follows:

Commencing at the Northwest corner (NW Cor.) of the Southwest Quarter (SW 1/4) of said fractional Section; thence South 00 degrees 19 minutes 32 seconds East, along the West line thereof, 252.76 feet; thence North 89 degrees 26 minutes 48 seconds East, 604.66 feet to the true point of beginning, said point being a point on curve concave Southeasterly and having a radius of 460.00 feet, a radial line to said point bears North 48 degrees 31 minutes 28 seconds West; thence continuing North 89 degrees 26 minutes 48 seconds East, 6.92 feet to point on a curve concave Southeasterly and having a radius of 460.00 feet, a radial line to said point bears North 46 degrees 51 minutes 53 seconds West; thence Southwesterly along said curve, through a central angle of 31 degrees 19 minutes 53 seconds, an arc distance of 251.54 feet to a point of tangency; thence North 11 degrees 48 minutes 15 seconds East, 10.00 feet to a point of tangency with a curve concave Southeasterly and having a radius of 460.00 feet; thence Northeasterly along said curve, through a central angle of 29 degrees 40 minutes 17 seconds, an arc distance of 238.22 feet to the true point of beginning.

Together with that certain parcel of land conveyed by Clark County by deed recorded September 28, 1987 in Book 870928 of Official Records, as Document No. 00961, Clark County, Nevada Records, described as follows:

That portion of the Southwest Quarter (SW 1/4) of fractional Section 24, Township 32 South, Range 66 East, M.D.M., Clark County, Nevada, described as follows:

Commencing at the Northwest Corner (NW Cor.) of said Southwest Quarter (SW 1/4); thence South 00 degrees 19 minutes 32 seconds East, along the West line thereof, 252.76 feet, thence North 89 degrees 26 minutes 48 seconds East, 502.79 feet to the true point of beginning, said point also being a point on a curve concave Southeasterly and having a radius of 540.00 feet, a radial line to said point bears North 55 degrees 46 minutes 51 seconds West; thence continuing North 89 degrees 26 minutes 48 seconds East, 4.80 feet to a point on a curve concave Southeasterly and having a radius of 540.00 feet, a radial line to said point bears North 54 degrees 30 minutes 33 seconds West; thence Southwesterly along said curve, through a central angle of 23 degrees 41 minutes 12 seconds, an arc distance of 223.24 feet to a point of tangency; thence North 11 degrees 48 minutes 15 seconds East, 10.00 feet to a point of tangency with a curve concave Southeasterly and having a radius of 540.00 feet; thence Northeasterly along said curve, through a central angle of 22 degrees 24 minutes 54 seconds, an arc distance of 211.26 feet to the true point of beginning.

Further excepting therefrom that portion as conveyed to Clark County by deed recorded January 14, 1992 in Book 920114 of Official Records, as Document No. 00687, Clark County, Nevada Records, described as follows:

That portion of the southwest quarter (SW 1/4) of Section 24, Township 32 south, Range 66 East, M.D.M., Clark County, Nevada, more particularly described as follows:

Commencing at the West quarter corner of said Section 24; thence, South 00 degrees 19 minutes 32 seconds East, along the West line of said Section 24, a distance of 252.76 feet to the Northwest corner of Parcel 2 of that certain parcel map recorded in File 48, Page 2, Clark County Records; thence North 89 degrees 26 minutes 48 seconds East, along the North line of said Parcel 2, a distance of 611.48 feet to a point on the Easterly right-of-way of Casino Drive (80 minutes R.O.W.); said point being located on a 460.00 foot radius non-tangent curve and to which point a radial line bears North 46 degrees 52 minutes 19 seconds West; thence, Southwesterly along said curve and said right-of-way through a central angle of 27 degrees 16 minutes 22 seconds, a distance of 281.96 feet to the point of beginning; thence South 74 degrees 08 minutes 41 seconds

East, 12.00 feet to a point on a 448.00 foot radius curve and to which point a radial line bears North 74 degrees 08 minutes 41 seconds West; thence Southwesterly, along said curve, through a central angle of 4 degrees 03 minutes 05 seconds, a distance of 31.68 feet; thence South 11 degrees 48 minutes 15 seconds West, 75.36 feet; thence South 19 degrees 23 minutes 20 seconds West, 90.80 feet to a point on said Easterly right-of-way; thence, North 11 degrees 48 minutes 15 seconds East, along said right-of-way, a distance of 165.36 feet to the beginning of a 460.00 foot radius curve concaved Southeasterly; thence, Northeasterly, along said curve, through a central angle of 4 degrees 03 minutes 05 seconds, a distance of 32.53 feet to the point of beginning.

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