

Prepared by and when
recorded mail to:

James L. Morgan, Esq.
Henderson & Morgan, LLC
164 Hubbard Way, Suite B
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56224270

**AMENDED AND RESTATED ASSIGNMENT OF
PERMITS, LICENSES AND CONTRACTS
(TAHOE)**

THIS AMENDED AND RESTATED ASSIGNMENT OF PERMITS, LICENSES AND CONTRACTS (TAHOE) ("Assignment") is made and entered into as of January 27, 1999 by and between HARVEYS TAHOE MANAGEMENT COMPANY, INC., a Nevada corporation (the successor in title to Harveys Casino Resorts, a Nevada corporation), hereinafter referred to as "Assignor", party of the first part, and WELLS FARGO BANK, National Association (the successor by merger to First Interstate Bank of Nevada, N.A.), as administrative and collateral agent for the Lenders, the Swingline Lender and the L/C Issuer (all of which are defined by the Credit Agreement referred to below), hereinafter referred to, together with its successors and assigns, in such capacity, as "Agent Bank", party of the second part.

W_I_T_N_E_S_S_E_T_H:

WHEREAS:

A. Harveys Casino Resorts, a Nevada corporation ("HCR"), Harveys C.C. Management Company, Inc., a Nevada corporation and Harveys Iowa Management Company, Inc., a Nevada corporation (collectively, the "Original Borrowers") entered into that certain Reducing Revolving Credit Agreement (the "Original Credit Agreement") under date of August 14, 1995, with the "Lenders" referred to therein (the "Original Lenders"), the "Swingline Lender" referred to therein (the "Original Swingline Lender"), the "L/C Issuer" referred to therein (the "Original L/C Issuer") and First Interstate Bank of Nevada, N.A. as administrative and collateral agent for the Original Lenders, the Original Swingline Lender and the Original L/C Issuer (in such capacity, the "Original Agent" and, together with the Original Lenders, the Original Swingline Lender and the Original L/C Issuer, the "Original Banks"); all pursuant to which, among other things: (i) the

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Original Lenders provided a reducing revolving credit facility for the benefit of Original Borrowers with an initial maximum principal amount of One Hundred Fifty Million Dollars (\$150,000,000.00) available for borrowing at any one time thereunder (the "Existing Credit Facility"); (ii) the Original Swingline Lender provided a swingline credit facility for the benefit of Original Borrowers with a maximum principal amount of Five Million Dollars (\$5,000,000.00) available for borrowing at any one time thereunder (the "Existing Swingline Facility"); and (iii) the Original L/C Issuer provided a facility for issuance of standby and commercial letters of credit for the account of Original Borrowers (the "Existing L/C Facility" and, together with the Existing Credit Facility and Existing Swingline Facility, collectively referred to herein as the "Existing Bank Facilities").

B. As additional security for, among other things, Original Borrowers' payment and performance under the Original Credit Agreement and the Existing Bank Facilities, HCR, as assignor, executed and delivered an Assignment of Permits, Licenses and Contracts (Tahoe), under date of August 14, 1995, for the benefit of Original Agent, as assignee, which instrument was recorded in the Official Records of Douglas County, Nevada (the "Official Records") on August 16, 1995 in Book 0895 at Page 2585 as Document No. 368426 (the "Existing Assignment"); pursuant to which, among other things, HCR made a present assignment of various permits, licenses and contracts related to the real property described by "Exhibit A" attached hereto and incorporated by reference herein (the "Land") and related to business activities conducted on such Land, all as more particularly set forth therein.

C. The Original Credit Agreement was amended by: (i) a First Amendment to Reducing Revolving Credit Agreement dated May 15, 1996 by and among Original Borrowers, Harveys Wagon Wheel Casino Limited Liability Company, a Colorado limited liability company ("HWLLC"), as an additional borrower, and the Original Banks (or, where applicable, their respective successors and assigns); (ii) a Second Amendment to Reducing Revolving Credit Agreement dated May 23, 1996 by and among Original Borrowers, HWLLC and the Original Banks (or, where applicable, their respective successors and assigns); (iii) a Third Amendment to Reducing Revolving Credit Agreement dated September 30, 1996 by and among Original Borrowers, HWLLC and the Original Banks (or, where applicable, their respective successors and assigns); and (iv) a Fourth Amendment to Reducing Revolving Credit Agreement dated

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July 25, 1997 (the "Fourth Amendment to Credit Agreement") by and among Original Borrowers, HWWLLC, Assignor as an additional borrower, and HCR Services Company, Inc., a Nevada corporation ("HCRSC") as an additional borrower (collectively, the "Existing Borrowers"), and the Original Banks (or, where applicable, their respective successors and assigns); with the Original Credit Agreement, as so amended, being collectively referred to herein as the "Existing Credit Agreement".

D. Concurrently with execution and delivery of the Fourth Amendment to Credit Agreement, HCR conveyed, among other things, the Land and various real and personal property associated therewith, to Assignor, and Assignor assumed, among other things: (i) all obligations of HCR under the Existing Assignment; and (ii) all obligations under the Existing Credit Agreement and the Existing Bank Facilities (on a joint and several basis with the other Existing Borrowers).

E. On December 9, 1998, Original Borrowers, Assignor and HCRSC (collectively, "Borrowers") entered into an Amended and Restated Credit Agreement (as it may be extended, renewed, amended, restated or otherwise modified, from time to time, the "Credit Agreement") with the Lenders therein named, the Swingline Lender therein named, the L/C Issuer therein named and Agent Bank, pursuant to which, among other things, the terms and conditions of the Existing Credit Agreement and the Existing Bank Facilities have all been amended and restated, which modifications include, without limitation, an increase in the maximum amount available for borrowing under the Existing Credit Facility, from One Hundred Fifty Million Dollars (\$150,000,000.00) to One Hundred Eighty-five Million Dollars (\$185,000,000.00). The Existing Bank Facilities, as so amended and restated, and as they may hereafter be extended, renewed, amended, restated or otherwise modified, are collectively referred to herein as the "Bank Facilities".

F. Assignor and Agent Bank wish to amend and restate the Existing Assignment for the purpose, among other things, of confirming that the assignment which is evidenced thereby serves as additional security for Borrowers' payment and performance of their obligations under the Credit Agreement and the Bank Facilities.

NOW, THEREFORE, for the purpose, among other things, of: (i) amending and restating the Existing Assignment; and (ii) confirming that the assignment evidenced thereby serves as additional security for Borrowers' payment and performance of their obligations under the Credit Agreement and the Bank

Facilities; and for other good and valuable consideration, the parties hereto do agree that the Existing Assignment shall be amended and restated to read, in its entirety, as follows:

**AMENDED AND RESTATED ASSIGNMENT OF
PERMITS, LICENSES AND CONTRACTS
(TAHOE)**

THIS AMENDED AND RESTATED ASSIGNMENT OF PERMITS, LICENSES AND CONTRACTS (TAHOE) ("Assignment") is made and entered into as of January 27, 1999 by and between HARVEYS TAHOE MANAGEMENT COMPANY, INC., a Nevada corporation (the successor in title to Harveys Casino Resorts, a Nevada corporation), hereinafter referred to as "Assignor", party of the first part, and WELLS FARGO BANK, National Association (the successor by merger to First Interstate Bank of Nevada, N.A.), as administrative and collateral agent for the Lenders, the Swingline Lender and the L/C Issuer (all of which are defined by the Credit Agreement referred to below), hereinafter referred to, together with its successors and assigns, in such capacity, as "Agent Bank", party of the second part.

R E C I T A L S:

WHEREAS:

A. Reference is made to that certain Amended and Restated Credit Agreement (as it may be hereafter renewed, extended, amended, restated or otherwise modified, the "Credit Agreement") executed under date of December 9, 1998 by and among Assignor, Harveys Casino Resorts, a Nevada corporation, Harveys C.C. Management Company, Inc., a Nevada corporation, Harveys Iowa Management Company, Inc., a Nevada corporation, and HCR Services Company, Inc., a Nevada corporation (collectively, the "Borrowers"), the Lenders therein named (each, together with their respective successors and assigns, individually being referred to herein as a "Lender" and collectively as the "Lenders"), the Swingline Lender therein named (referred to herein, together with its successors and assigns, as the "Swingline Lender"), the L/C Issuer therein named (referred to herein, together with its successors and assigns, as the "L/C Issuer"), and Agent Bank. Agent Bank, the Lenders, the Swingline Lender and the L/C Issuer are collectively referred to herein as the "Banks". All capitalized words and terms which are used herein (and which are not otherwise defined herein) shall have the respective meanings and be construed herein as provided in Section 1.01 of the Credit Agreement and any reference to a provision of

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the Credit Agreement shall be deemed to incorporate that provision as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

B. Pursuant to the Credit Agreement, and subject to the terms and conditions specified therein, the Lenders have agreed to provide a reducing revolving credit facility to Borrowers with an initial maximum principal amount of One Hundred Eighty-five Million Dollars (\$185,000,000.00) available for Borrowings thereunder (together with all extensions, renewals, amendments, substitutions and other modifications thereof, the "Credit Facility"), which Credit Facility includes: (i) a subfacility for funding of Swingline Advances by the Swingline Lender on shorter notice and in lesser amounts than would otherwise be required for Borrowings under the Credit Facility (together with all extensions, renewals, amendments, substitutions, and other modifications thereof, the "Swingline Facility"); and (ii) a subfacility for issuance of Letters of Credit by the L/C Issuer for the account of Borrowers, or any of them (together with all extensions, renewals, amendments, substitutions, and other modifications thereof, the "L/C Facility" and, together with the Credit Facility and the Swingline Facility, the "Bank Facilities"); all as more particularly set forth by the Credit Agreement.

C. It is a condition of the Bank Facilities that all permits, licenses, warranties and contracts (other than permits, licenses, warranties and/or contracts which are unassignable or which, by their terms, may not be assigned without consent of Assignor's counterparty thereto), if any, which are entered into in connection with, or are in any way relating to: (i) the real property, located in the County of Douglas, State of Nevada, which is described by "Exhibit A" attached hereto (the "Real Property"), or any portion thereof; (ii) the Tahoe Hotel/Casino Facility operated on, or in connection with, the Real Property; or (iii) any other business activity conducted by Assignor (collectively, the "Additional Business(es)") now existing, or which in the future may be entered into or procured; be presently assigned to Agent Bank as additional security for the Bank Facilities and as additional security for the performance of all obligations to be performed by Borrowers, or any of them, pursuant to the Credit Agreement and the other Loan Documents (other than the Environmental Certificate), upon the terms and conditions set forth below. All such permits, licenses, warranties and contracts, if any, whether presently existing

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or entered into in the future, are hereinafter collectively referred to as the "Permits".

NOW, THEREFORE, in consideration of the Bank Facilities, Assignor does hereby presently, absolutely and unconditionally assign to the Agent Bank all of its right, title and interest in and to the Permits, as follows:

1. Assignor does hereby grant, assign and convey unto Agent Bank all the right, title, interest and privilege which Assignor has or may have in any Permits. Without limiting the generality of the foregoing, Agent Bank shall have the present and continuing right with full power and authority, in its own name, or in the name of Assignor or otherwise, to do any and all things which Assignor may be or may become entitled to do under the said Permits, and the right to make all waivers and agreements, give all notices, consents and releases and other instruments and to do any and all other things whatsoever which Assignor may be or may become entitled to do under the said Permits.

2. The acceptance of this Assignment and the payment or performance under the Permits hereby assigned shall not constitute a waiver of any rights of the Agent Bank or of the Banks under the terms of the Credit Agreement or any other Loan Document for the benefit of the Agent Bank or of the Banks.

3. Assignor shall keep and perform the following with respect to the Permits:

(a) Except as may be permitted in the Credit Agreement, Assignor will not further assign any interest in the Permits, or create or permit any lien, charge, or encumbrance upon its interests in the Permits;

(b) Assignor will not, without the prior written consent of the Agent Bank:

(i) cancel, terminate or surrender, or consent to any cancellation, termination or surrender, or permit any event to occur which would entitle any grantor of a Permit to terminate or cancel its Permits if such cancellation, termination or surrender would be reasonably likely to materially and adversely affect the Tahoe Hotel/Casino Facility (other than a cancellation or termination caused by the default of the Permit grantor thereunder);

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(ii) fail to comply with any condition or to satisfy any obligation which may be imposed upon Assignor under any Permit if such failure would be reasonably likely to materially and adversely affect the Tahoe Hotel/Casino Facility;

(iii) amend or modify any of the Permits if such amendment or modification would be reasonably likely to materially and adversely affect the Tahoe Hotel/Casino Facility;

(iv) waive any default under or breach of any Permit except for any waiver that would not be reasonably likely to result in any material adverse affect on the Tahoe Hotel/Casino Facility;

(v) give any consent, waiver or approval which would be reasonably likely to impair Assignor's interest in any of the Permits if such consent, waiver or approval would be reasonably likely to materially and adversely affect the Tahoe Hotel/Casino Facility; or

(vi) fail to keep any Permit in full force and effect if such failure would be reasonably likely to materially and adversely affect the Tahoe Hotel/Casino Facility.

(c) Assignor will promptly notify the Agent Bank of the occurrence of any default under any of the Permits which, if left uncured, would be reasonably likely to materially and adversely affect the Tahoe Hotel/Casino Facility.

4. Notwithstanding any provision to the contrary contained in this Assignment, it is understood and agreed that so long as there shall exist no Event of Default under the Credit Agreement, there is reserved to Assignor a license (which is revocable upon occurrence of an Event of Default in accordance with the terms and conditions set forth herein) to retain, use and enjoy the Permits. Upon the occurrence of an Event of Default, such license granted to Assignor may be immediately revoked by Agent Bank (except that, upon occurrence of an Event of Default under subsections 7.01(f), (g) or (h) of the Credit Agreement, such license granted to Assignor shall be automatically revoked) without further demand or notice and Agent Bank is hereby empowered to enter and take possession of the Real Property, manage and operate the same and to do all acts required or permitted by the

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Permits, and to perform such other acts in connection with the use, management and operation of the Real Property as Agent Bank, in its sole discretion, may deem proper. Agent Bank agrees that, until such license granted to Assignor has been revoked, as set forth above, Agent Bank shall refrain from exercising its rights and remedies which are granted with respect to the Permits under Section 1 of this Assignment or under this Section 4. Should the Event of Default which resulted in any such revocation be cured prior to foreclosure, deed-in-lieu of foreclosure, or a similar conveyance under any of the Tahoe Security Documents, then such license granted to Assignor shall be immediately reinstated without further demand or notice and Agent Bank shall, as soon as reasonably possible, redeliver possession of the Permits to Assignor (and, at the expense of Assignor, shall execute such notices to third parties as Assignor may reasonably request) and the parties hereto shall each be restored to, and be reinstated in, their respective rights and positions hereunder as if the Event of Default had not occurred (without impairment of or limitation on Agent Bank's right to proceed hereunder upon subsequent Events of Default).

5. Neither Agent Bank nor any of the Banks shall be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under the Permits. This Assignment shall not place responsibility for the control, care, management, operation or repair of the Real Property, the Tahoe Hotel/Casino Facility, or any Additional Business upon Agent Bank, any of the Banks or any of their respective trustees, officers, employees, agents, attorneys or shareholders (collectively, the "Indemnified Parties"); nor shall this Assignment cause any of the Indemnified Parties to be responsible or liable for any negligence in the management, control, care, operation or repair of the Real Property, the Tahoe Hotel/Casino Facility or any Additional Business which results in loss, injury or death to any tenant, guest, licensee, employee or stranger (provided that this Section 5 shall not act to relieve any Indemnified Party from liability which results from such Indemnified Party's own gross negligence or willful misconduct).

6. Assignor hereby agrees to indemnify, protect, defend and save harmless each of the Indemnified Parties from and against, any and all losses, damages, expenses or liabilities of any kind or nature from any investigations, suits, claims, demands or other proceedings, including reasonable counsel fees incurred in investigating or defending such claim, suffered by any of them and caused by, relating

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to, arising out of, resulting from, or in any way connected with: (i) this Assignment; (ii) any of the Permits; or (iii) the management, control, care, operation or repair of the Real Property, the Tahoe Hotel/Casino Facility and/or any Additional Business. It is provided, however, that Assignor shall not be obligated to indemnify, protect, defend or save harmless an Indemnified Party if, and to the extent, the loss, damage, expense or liability was caused by (a) the gross negligence or intentional misconduct of such Indemnified Party, or (b) the breach of this Assignment or any other Loan Document by such Indemnified Party or the breach of any laws, rules or regulations by an Indemnified Party (other than those breaches of laws arising from any Borrower's default under any Loan Document). In case any action shall be brought against any Indemnified Party based upon any of the above and in respect to which indemnity may be sought against Assignor, Agent Bank shall promptly notify Assignor in writing, and Assignor shall assume the defense thereof, including the employment of counsel selected by Assignor and reasonably satisfactory to Agent Bank, the payment of all costs and expenses and the right to negotiate and consent to settlement. Upon reasonable determination made by an Indemnified Party that such counsel would have a conflict representing such Indemnified Party and Assignor, the applicable Indemnified Party shall have the right to employ, at the expense of Assignor, one separate counsel in any such action and to participate in the defense thereof. Assignor shall not be liable for any settlement of any such action effected without its consent, but if settled with Assignor's consent, or if there be a final judgment for the claimant in any such action, Assignor agrees to indemnify, defend and save harmless such Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. In the event that any Person is adjudged by a court of competent jurisdiction not to have been entitled to indemnification under this Section 6, it shall repay all amounts with respect to which it has been so adjudged, together with interest thereon at the Base Rate plus the Applicable Margin. If and to the extent that the indemnification provisions contained in this Section 6 are unenforceable for any reason, Assignor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations that is permissible under applicable law. The provisions of this Section 6 shall survive the termination of this Assignment, the repayment of the Bank Facilities and the assignment or subparticipation of all or any portion of the Syndication Interest held by any Lender pursuant to Section 10.10 of the Credit Agreement.

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7. Assignor agrees that this Assignment and the designation and directions herein set forth are irrevocable. So long as: (i) this Assignment and/or the designation and directions set forth herein are in effect; (ii) any obligation of Assignor under the Bank Facilities remains unsatisfied; or (iii) the Banks, or any of them, have any obligation, whether contingent or otherwise, to advance any funds under the Bank Facilities or any of the Loan Documents; Assignor will not make any other assignment, designation or direction inconsistent herewith (except as otherwise permitted in the Credit Agreement), and any such assignment, designation or direction which is inconsistent herewith shall be void. Assignor will, from time to time, execute all such instruments of further assurance and all such supplemental instruments as may be reasonably requested by Agent Bank in order to effectuate the purposes of this Assignment.

8. No action or inaction on the part of Agent Bank or any of the Banks shall constitute an assumption on the part of Agent Bank or any of the Banks of any obligations or duties under the Permits. No action or inaction on the part of Assignor shall adversely affect or limit in any way the rights of Agent Bank under this Assignment or, through this Assignment, under the Permits.

9. Assignor warrants and represents that no other assignments of its interests in the Permits have been made; that no notice of termination has been served on it with respect to any Permits, the termination of which would be reasonably likely to result in a Material Adverse Change; and that there are presently no defaults existing under any of the Permits, which defaults would be reasonably likely to result in a Material Adverse Change if left uncured.

10. Upon the occurrence of Bank Facilities Termination, Agent Bank, at the request and the expense of Assignor, will deliver such instruments canceling this Assignment as Assignor shall reasonably request.

11. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns. This Assignment may not be modified or terminated orally.

12. All of the rights and remedies of Agent Bank hereunder are cumulative and not exclusive of any other right or remedy which may be provided for hereunder or under any other Loan Document. Nothing contained in this Assignment and

no act done or omitted by Agent Bank or any of the Banks pursuant to its terms shall be deemed a waiver by Agent Bank or any of the Banks of any rights or remedies under the Loan Documents, and this Assignment is made and accepted without prejudice to any rights or remedies possessed by Banks under the terms of the Loan Documents. The right of Banks to collect the secured principal, interest, and other Indebtedness under any of the Loan Documents, and to enforce any other security may be exercised by Agent Bank or the Banks prior to, simultaneous with, or subsequent to any action taken under this Assignment.

13. Upon the occurrence, and during the continuance, of an Event of Default, Assignor shall be deemed to have appointed and does hereby appoint Agent Bank the attorney-in-fact of Assignor to prepare, sign, file and/or record such documents or instruments, or take such other actions, as may be reasonably necessary to perfect and preserve, against third parties, the interest in the Permits which is granted to Agent Bank hereunder.

14. This Assignment shall be governed by the internal laws of the State of Nevada, without regard to principles of conflict of law.

15. This Assignment may be executed in any number of separate counterparts with the same effect as if the signatures hereto and hereby were upon the same instrument. All such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed the foregoing instrument as of the day and year first above written.

ASSIGNOR:

AGENT BANK:

HARVEYS TAHOE MANAGEMENT COMPANY, INC., a Nevada corporation

WELLS FARGO BANK, National Association, as Agent Bank

By *Charles W. Scharer*
Charles W. Scharer,
President

By *Sue Fuller*
Sue Fuller,
Vice President

By *John McLaughlin*
John McLaughlin,
Secretary/Treasurer

STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 27, 1999 by CHARLES W. SCHARER as President of HARVEYS TAHOE MANAGEMENT COMPANY, INC.

Melissa M Fry
Notary Public



STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 27, 1999 by JOHN McLAUGHLIN as Secretary/Treasurer of HARVEYS TAHOE MANAGEMENT COMPANY, INC.

Melissa M Fry
Notary Public



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STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 27, 1999 by SUE FULLER as Vice President of WELLS FARGO BANK, National Association.

Melissa M Fry
Notary Public



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PARCEL 1:

All the certain piece or parcel of land situate in the Northeast Quarter of the Southeast Quarter of Section 27, Township 13 North, Range 18 East, M.D.B.&M., County of Douglas, State of Nevada, described as follows:

BEGINNING at the intersection of the California-Nevada State Line with the Westerly line of U.S. Highway 50; thence North 27° 57' 22" East along the Westerly line of said U.S. Highway 50, a distance of 154.80 feet; thence North 56° 30' West, a distance of 291.50 feet; thence North 27° 57' 22" East, a distance of 266.35 feet to a point on the Northerly line of parcel conveyed to HARVEY GROSS, et al, by Deed recorded June 2, 1944, in Book W of Deeds, Page 597, Douglas County, Nevada, records; thence along the Northerly line of said parcel North 80° 14' 14" West, a distance of 613.15 feet to the Northeasterly corner of parcel conveyed to WILLIAM McCALLUM, et al, by Deed recorded November 24, 1952, in Book A-1 of Deeds, Page 351, Douglas County, Nevada, records; thence along the Northeasterly and Southeasterly line of said McCallum Parcel, the two following courses and distances; south 48° 43' 15" East, a distance of 211.24 feet and South 41° 16' 45" West, a distance of 50.00 feet to a point on said California-Nevada State Line; thence South 48° 43' 15" East along the last mentioned line, a distance of 697.47 feet to the point of beginning, said parcel being further shown as Parcel No. 1 of that certain Record of survey filed for record in the office of the County Recorder on June 29, 1971, as File No. 60370, in Book 102, Page 544.

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PARCEL 2:

All that certain piece or parcel of land situate in the County of Douglas, State of Nevada, that is described as follows:

That portion of the Southeast Quarter of Section 27, Township 13 North, Range 18 East, M.D.B.&M., that is described as follows:

COMMENCING at a point on the Westerly right of way line of the Nevada State Highway U.S. Route 50, which is 154.80 feet North 27° 57' 22" East to the intersection of the California-Nevada State Line boundary with the Westerly right of way of the Nevada U.S. Route 50; thence first course North 27° 57' 22" East, a distance of 389.99 feet to a point on the Westerly right of way line of the Nevada State Highway U.S. Route 50; thence second course North 80° 14' 14" West, a distance of 305.48 feet; thence third course South 27° 57' 22" West, a distance of 266.35 feet; thence fourth course South 56° 30 East, a distance of 291.50 feet to the point of beginning, said land being further shown as Parcel No. 2 on that certain Record of Survey filed for record in the office of the County Recorder of Douglas County, Nevada, on June 29, 1971, as File No. 60370, in Book 102, Page 544.

EXCEPTING THEREFROM a parcel of land located within a portion of section 27, Township 13
(Continued)

EXHIBIT A

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North, Range 18 East, M.D.B.&M., Douglas County, Nevada, being more particularly described as follows:

COMMENCING at a point lying at the intersection of the California-Nevada State line and the Westerly right of way line of U.S. Highway 50; thence North $27^{\circ}57'22''$ East, 449.50 feet along the Westerly right of way line of U.S. Highway 50 to the point of beginning; thence North $62^{\circ}02'38''$ West, 289.93 feet to the Northwest corner of Parcel 2 as shown on the map filed within the Official Records of Douglas County, Nevada, on June 29, 1971, in Book 102, Page 544, as Document No. 60370; thence South $80^{\circ}14'14''$ East, 305.18 feet along the Northerly line of said Parcel 2 to a point on the Westerly right of way line of U.S. Highway 50; thence South $27^{\circ}57'22''$ West, 95.29 feet along said Westerly right of way line of U.S. Highway 50 to the point of beginning.

A PORTION OF 07-140-09

PARCEL 3:

A parcel of land located within a portion of Section 27, Township 13 North, Range 18 East, M.D.B.&M., Douglas County, Nevada, being more particularly described as follows:

COMMENCING at a point lying at the intersection of the California-Nevada State Line and the Westerly right of way line of U.S. Highway 50; thence North $48^{\circ}42'34''$ West, 990.12 feet along the California-Nevada State Line to the point of beginning; thence North $48^{\circ}42'34''$ West, 117.90 feet along the California-Nevada State Line; thence North $30^{\circ}18'30''$ East, 172.01 feet; thence North $70^{\circ}15'01''$ West, 157.23 feet; thence North $29^{\circ}43'25''$ West, 86.29 feet thence North $00^{\circ}50'44''$ East, 33.27 feet; thence North $62^{\circ}26'55''$ West, 72.14 feet to a point on the Easterly right of way line of Stateline Loop Road; thence North $23^{\circ}57'13''$ East, 121.09 feet along said Easterly right of way line; thence along said Easterly right of way line, 144.33 feet along the arc of a curve to the right, having a central angle of $07^{\circ}04'04''$, and a radius of 1170.00 feet (chord bears North $27^{\circ}29'15''$ East, 144.24 feet); thence South $62^{\circ}03'50''$ East, 1396.61 feet to a point on the Westerly right of way line of U.S. Highway 50; thence South $27^{\circ}57'22''$ West, 296.01 feet along the Westerly right of way of U.S. Highway 50; thence North $62^{\circ}02'38''$ West, 289.93 feet; thence North $80^{\circ}14'14''$ West, 709.00 feet to the point of beginning.

A PORTION OF 07-140-10

PARCEL 4:

A parcel of land located within a portion of Section 27, Township 13 North, Range 18 East, M.D.B.&M., Douglas County, Nevada, being more particularly described as follows:

COMMENCING at a point lying at the intersection of the California-Nevada State Line and the Westerly right of way line of U.S. Highway 50; thence North $48^{\circ}42'34''$ West, 1108.02 feet along the California-Nevada State Line to the point of beginning; thence North $48^{\circ}42'34''$ West, 306.26 feet along the California-Nevada State Line to a point on the Easterly right of way line of Stateline Loop Road; thence North $23^{\circ}57'13''$ East, 154.41 feet along the Easterly right of way line of Stateline Loop Road; thence South $62^{\circ}26'55''$ East, 72.14 feet; thence South $00^{\circ}50'44''$ West, 33.27 feet; thence South $29^{\circ}43'25''$ East, 86.29 feet; thence South $70^{\circ}15'01''$ East, 157.23 feet; thence South $30^{\circ}18'30''$ West, 172.01 feet to the point of beginning.

A PORTION OF 07-140-10

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REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'99 JAN 29 AM 11:47

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LINDA SLATER
RECORDER

\$22.00 PAID *KJ* DEPUTY