

Prepared by and when  
recorded mail to:

James L. Morgan, Esq.  
Henderson & Morgan, LLC  
164 Hubbard Way, Suite B  
Reno, NV 89502

SL2242 TO

**GROUND LEASE ESTOPPEL CERTIFICATE**  
**(TAHOE GREENBELT LEASE)**

To: Wells Fargo Bank, National Association,  
as Agent Bank (together with its successors and  
assigns in such capacity, "Agent Bank")  
Commercial Banking Division  
One East First Street  
Reno, Nevada 89501  
Attn: Sue Fuller, Vice President

By: Park Cattle Co., a Nevada  
corporation ("Park Cattle")  
P.O. Box 2249  
Stateline, NV 89449  
Attn: President

Re: Net Lease Agreement dated February 28, 1985 (the  
"Original Lease") by and between Park Cattle, as lessor,  
and Harveys Casino Resorts, a Nevada corporation ("HCR"),  
as lessee, as amended by that certain "First Amendment to  
Lease Agreement Between Park Cattle Co., Landlord and  
Harveys Casino Resorts formerly known as Harvey's Wagon  
Wheel, Inc., Tenant (Douglas County, Nevada)" (the "First  
Amendment to Lease") by and between Park Cattle and HCR  
under date of June 1, 1997; with HCR's interest as lessee  
under the Original Lease, as amended, having been  
assigned to Harveys Tahoe Management Company, Inc., a  
Nevada corporation ("HTMC"), pursuant to an Assignment of  
Leases executed and delivered under date of June 1, 1997  
(the "Tenant Assignment"), and with record notice of the  
Original Lease, as amended (and the interest of HTMC as  
lessee thereunder), having been granted pursuant to that  
certain Memorandum of Lease recorded in the Official  
Records of Douglas County, Nevada (the "Official  
Records") on March 6, 1998, in Book 0398, at Page 1288,  
as Document No. 0434233. Concurrently, or substantially  
concurrently, with execution and delivery of the First

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Amendment to Lease and the Tenant Assignment, an instrument entitled Consent to Amendment and Assignment of Leases and Affirmation of Estoppels (the "Consent and Affirmation") was executed and delivered by Park Cattle, HTMC and Agent Bank. The Consent and Affirmation provided, among other things, for: (i) Agent Bank's consent to the First Amendment to Lease and the Tenant Assignment; (ii) Park Cattle's reaffirmation of the Original Estoppel Certificate which is referred to by Paragraph 9 below; and (iii) HTMC granted certain consents and made certain agreements; all as more particularly set forth by said Consent and Affirmation. The Original Lease, as amended, grants a leasehold interest (the "Leasehold Estate") in a parcel of real property (the "Leasehold Property") which is situate in Douglas County, Nevada and which constitutes a portion of that parcel of real property designated as Douglas County, Nevada Assessor's Parcel No. 07-140-10. All references herein to the "Existing Lease" shall be to the Original Lease, as amended by the First Amendment to Lease and the Tenant Assignment. All references herein to the "Lease" shall be to the Existing Lease and to all amendments, extensions, restatements and other modifications thereto, or thereof, which are made subsequent to the date of this instrument.

HTMC has advised Park Cattle that:

(i) together with HCR, 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 referred to herein as "Borrowers"), it has entered into an Amended and Restated Credit Agreement under date of December 9, 1998 (as it may hereafter be amended, restated or otherwise modified, the "Credit Agreement") with the Lenders named therein (referred to herein, together with their respective successors and assigns, as the "Lenders"), the Swingline Lender named therein (referred to herein, together with its successors and assigns, as the "Swingline Lender"), the L/C Issuer named therein (referred to herein, together with its successors and assigns, as the "L/C Issuer"), and Agent Bank as administrative and collateral agent for the Lenders, Swingline Lender and L/C Issuer (collectively referred to herein, together with the Lenders, Swingline Lender and L/C Issuer, as the "Banks") pursuant to which, among other things: (aa) the Reducing Revolving Credit

Agreement dated August 14, 1995, as previously amended, was amended and restated and the revolving line of credit evidenced thereby was increased from One Hundred Fifty Million Dollars (\$150,000,000.00) to One Hundred Eighty-five Million Dollars (\$185,000,000.00); (bb) the Lenders are providing an amended credit facility; (cc) the Swingline Lender is providing an amended swingline facility; and (dd) the L/C Issuer is providing an amended letter of credit facility (collectively referred to herein as the "Bank Facilities"), all for the benefit of Borrowers, and all of which are particularly described therein; and

(ii) the Borrowers' performance under the Bank Facilities will be secured by, among other things: (aa) an Amended and Restated Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents (together with all amendments, restatements and other modifications thereof, the "Deed of Trust") which will amend and restate an existing Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents (the "Existing Deed of Trust") and will encumber, among other things, HTMC's interest as lessee under the Lease; and (bb) an Assignment of Lease (Park Cattle) (together with all amendments, restatements and other modifications thereof, the "Assignment of Lease") pursuant to which HTMC will assign a present interest in the Lease to Agent Bank, with a revocable license to utilize the assigned leasehold being retained by HTMC (the "HTMC Revocable License").

As a condition of their agreement to provide the Bank Facilities, the Banks have required (and Park Cattle hereby makes) the following certifications, warranties and representations to, and for the benefit of, the Banks:

(1) Concurrently herewith, Park Cattle has executed and delivered to Agent Bank an unrecorded Certificate of Lease (the "Lease Certificate"), which certifies that a true and correct copy of the Existing Lease is attached thereto.

(2) The Leasehold Property is particularly described by "Exhibit A" attached hereto.

(3) Park Cattle is the current lessor under the Lease. Park Cattle has not assigned or agreed to assign the lessor's interest in the Lease (or any portion thereof) to any person

or entity. As the lessor under the Lease, Park Cattle is authorized to make the certifications and representations which are set forth herein to the Banks, and any approvals or consents from any court, person or entity which are required as a condition of such authority have been obtained.

(4) HTMC is the current lessee under the Lease and is entitled to all rights and benefits of the lessee thereunder.

(5) The Existing Lease contains the entire agreement between Park Cattle and HTMC regarding the Leasehold Estate and has not, in any respect, been modified, altered or amended.

(6) The Lease is in full force and effect, and, to the best knowledge of Park Cattle, HTMC is not in any respect in default under the terms and provisions of the Lease (nor, to the best knowledge of Park Cattle, is there any circumstance or condition now existing which would constitute such a default with notice, or lapse of time, or both).

(7) Park Cattle understands that concurrently, or substantially concurrent herewith, and in reliance upon the certifications, warranties, representations, covenants and agreements of Park Cattle which are set forth herein: (i) the Banks will be providing the Bank Facilities to the Borrowers; (ii) HTMC's interest in the Lease will be encumbered with the lien of the Deed of Trust, as security for Borrowers' performance under the Bank Facilities; and (iii) HTMC's interest in the Lease will be assigned to Agent Bank pursuant to the Assignment of Lease also as security for Borrowers' performance under the Bank Facilities.

(8) Park Cattle hereby covenants and agrees as follows for the benefit of the Banks (with each such covenant and agreement to be cumulative in nature, so that no exercise of any right or remedy thereunder, by Agent Bank, or any designee of Agent Bank, shall constitute an election of remedies or otherwise preclude the exercise of any other right or remedy which may be available hereunder, under the Lease, or otherwise):

(a) Provided that Agent Bank first joins in execution of this instrument for the purpose of evidencing its agreement that any notice of default and election to sell, which is recorded in the Official Records pursuant to the Deed of Trust, shall be delivered to Park Cattle, Park Cattle consents to encumbrance of



HTMC's interest under the Lease with the Deed of Trust and to assignment of HTMC's interest under the Lease pursuant to the Assignment of Lease. Park Cattle shall be deemed to have expressly consented to: (i) any transfer of HTMC's interest under the Lease pursuant to a foreclosure, deed-in-lieu of foreclosure, or a similar conveyance under the Deed of Trust (a "Foreclosure Conveyance"); (ii) any transfer of the lessee's interest under the Lease subsequent to a Foreclosure Conveyance by Agent Bank or by an entity affiliated with Agent Bank which is holding the lessee's interest under the Lease on behalf of Agent Bank (an "Affiliate Nominee"); and (iii) any exercise by Agent Bank, or an Affiliate Nominee, of HTMC's rights and remedies under the Lease pursuant to the terms and conditions of the Assignment of Lease (it being understood that, upon revocation of the HTMC Revocable License, Agent Bank shall be liable for certain obligations of HTMC under the Lease in accordance with Paragraph 8(g) below).

(b) Except for termination of the Lease in accordance with the terms thereof, based upon: (i) a default thereunder by HTMC; and (ii) a failure by Agent Bank to cure such default within the time period provided by subparagraph (d) below; (a "Default Termination"), Park Cattle will not modify, supplement, amend, restate, cancel, terminate, or accept a surrender or abandonment of, the Lease, or any interest therein, or enter into any agreement to do any of the foregoing, without the prior written consent of Agent Bank. Any such modification, supplement, amendment, restatement, cancellation, termination, surrender, abandonment or agreement (other than a Default Termination) which is made without the prior written consent of Agent Bank shall be void and of no force or effect.

(c) Any notice, demand, election or other communication which is given to HTMC by, or on behalf of, Park Cattle under the Lease (a "Lessor's Notice") shall also be delivered to Agent Bank via certified United States Mail, return receipt requested, with postage prepaid, addressed to Agent Bank at the address set forth above; and no such Lessor's Notice shall be of any force or effect unless, and until, a copy thereof has been received by Agent Bank as required under this paragraph. Any notice, demand, election or other communication from Agent Bank to Park Cattle which is required, or contemplated, hereunder (an "Agent Bank's Notice") shall

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be delivered to Park Cattle via certified United States Mail, return receipt requested, with postage prepaid, addressed to Park Cattle at the address set forth above, and no such Agent Bank's Notice shall be of any force or effect unless, and until, a copy thereof has been received by Park Cattle as required under this paragraph. Either Agent Bank or Park Cattle may change the address to which notices are to be delivered to them hereunder, by written notice delivered in accordance with this subparagraph (c).

(d) Agent Bank shall have the right, but not the obligation, to perform any obligation which HTMC may have under the Lease and to cure any default by HTMC under the Lease and Park Cattle shall accept such performance or cure, by or on behalf of Agent Bank, all as though, and with the same effect as if, such performance or cure had been provided by HTMC, so long as such performance is lawful and occurs within the following time periods:

(i) with regard to defaults consisting of a failure by HTMC to pay rent, or any other sums due under the Lease, within ten (10) days after Agent Bank has received a Lessor's Notice describing such default(s), in accordance with subparagraph (c) above; and

(ii) as to all other defaults, within thirty (30) days after Agent Bank has received a Lessor's Notice describing such default(s), in accordance with subparagraph (c) above. However, any such default which is not reasonably susceptible to cure within thirty (30) days, or without Agent Bank taking possession of the Leasehold Property shall be deemed to have been cured by Agent Bank if, within the thirty (30) day period after Agent Bank has received a Lessor's Notice describing such default(s), in accordance with subparagraph (c) above, Agent Bank undertakes in writing to Park Cattle to cure the default and thereafter diligently proceeds to cure such defaults (which diligent pursuit shall include the process of obtaining possession of the Leasehold Property through foreclosure or by receiver).

(e) During the term of the Bank Facilities, the bankruptcy or insolvency of HTMC shall not operate to, or permit Park Cattle to, terminate the Lease, so long as:

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(i) all monetary defaults under the Lease (without giving effect to any provision of the Lease providing for acceleration of rentals not otherwise then due) are cured by Agent Bank in accordance with subparagraph (d)(i) above; and (ii) all non-monetary defaults under the Lease (other than HTMC's bankruptcy or insolvency) are cured by Agent Bank in accordance with subparagraph (d)(ii) above.

(f) In the event that the Lease is terminated for any reason other than a Default Termination, Park Cattle shall immediately notify Lender in the manner set forth by subparagraph (c) above (a "Termination Notice"), and concurrently therewith shall certify to Agent Bank, in writing, all amounts and other obligations then due to Park Cattle under the Lease and, if Agent Bank so elects, Park Cattle shall enter into a new lease of the Leasehold Property (a "Substitute Lease") with Agent Bank (or an Affiliate Nominee), for the remainder of the Lease term and subject to the terms and conditions of the Lease, provided that:

(i) Agent Bank shall elect to enter into (or have its Affiliate Nominee enter into) the Substitute Lease, if at all, within thirty (30) days after its receipt of the Termination Notice;

(ii) Agent Bank, or its Affiliate Nominee, shall pay to Park Cattle at the time of the execution and delivery of the Substitute Lease, all monetary sums which, as of the date of execution and delivery of the Substitute Lease, would have been due and owing under the Lease if the Lease had not been terminated (without giving effect to any provision of the Lease providing for acceleration of rentals not otherwise then due);

(iii) the Substitute Lease shall require the lessee thereunder to cure, in accordance with subparagraph (d)(ii) above, all non-monetary obligations of HTMC which would have then been unsatisfied under the Lease if the Lease had not been terminated (other than the insolvency or bankruptcy of HTMC, if existing);

(iv) Agent Bank or its designee pays Park Cattle at the time of execution and delivery of the Substitute Lease an amount equal to all previously unreimbursed expense, including reasonable

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attorneys' fees, incurred by Park Cattle because of any prior defaults by HTMC;

(v) the Substitute Lease will be made subject to the rights, if any, of: (i) HTMC under the Lease; and (ii) anyone claiming an interest under the Lease through HTMC; and

(v) Park Cattle shall be deemed to have consented to transfer of the lessee's interest under the Substitute Lease by Agent Bank or by its Affiliate Nominee (but not by any subsequent lessee).

(g) Agent Bank shall not be liable under the provisions of the Lease, or under any Substitute Lease, unless and until such time as it (or its Affiliate Nominee) becomes the owner of HTMC's interest under the Lease (pursuant to a Foreclosure Conveyance or pursuant to Agent Bank's revocation of HTMC's revocable license under the Assignment of Lease) or of the tenant's interest under a Substitute Lease, which liability shall terminate at such time as: (i) Agent Bank (or its Affiliate Nominee) ceases to be the owner of such leasehold interest by assignment of such interest to a third party; or (ii) Agent Bank (or its Affiliate Nominee) elects to terminate the Lease or Substitute Lease. It is provided, however, that such termination shall only apply to obligations accruing subsequent to the date of termination and not to obligations accruing prior to the date of termination (which accrual shall be determined without giving effect to any provisions of the Lease or Substitute Lease providing for acceleration of rentals not otherwise due). The foregoing limitation on the liability of Agent Bank shall not, however, limit the right of Park Cattle or its successor in interest to terminate the Lease (or Substitute Lease) in accordance with its terms if Agent Bank (or its Affiliate Nominee) breaches its obligations thereunder and fails to cure such breach within applicable cure periods.

(h) No union of the interests of Park Cattle and HTMC shall result in a merger of the Lease and the fee interests in the Leasehold Property without the prior written consent of Agent Bank.

(i) The Deed of Trust does not constitute a Leasehold Mortgage for the purpose of applying



Paragraph 14 of the Lease (entitled "Leasehold Mortgage"). Therefore, the provisions of Paragraph 14 are inapplicable to the Deed of Trust, and to the exercise of any remedies thereunder (except to the extent, and only to the extent, that any such provisions may be restated by this instrument).

(9) On, or about, August 14, 1995, Park Cattle executed and delivered to First Interstate Bank of Nevada, N.A. (the predecessor to Agent Bank by merger) a Ground Lease Estoppel Certificate (Tahoe Greenbelt Lease) (the "Original Estoppel Certificate") pursuant to which, among other things, Park Cattle made certain warranties, representations and agreements with respect to the Original Lease, as it had then been amended, and the Existing Deed of Trust. Park Cattle, Agent Bank and HTMC agree that this instrument shall completely supersede and replace the Original Estoppel Certificate (as it has been amended by the Consent and Affirmation) and that the Original Estoppel Certificate, as so amended, shall be of no further force or effect.

(10) It is acknowledged that, pursuant to the Tenant Assignment, HCR remains liable for all of the lessee's obligations under the Lease (the "Lessee Obligations"). HCR joins in execution of this Estoppel Certificate for the purpose of evidencing its agreement that, notwithstanding any provisions hereof, HCR shall remain liable for the Lessee Obligations.

(11) This instrument shall not modify the terms and conditions of the Lease, except as to Agent Bank or any party acting on its behalf (and only to the extent provided herein).

(12) At the election of either Park Cattle or Agent Bank, this instrument may be recorded in the Official Records.

(13) This instrument shall be binding upon Park Cattle and upon its successors and assigns as the lessor under the Lease, and shall inure to the benefit of Agent Bank and its successors and assigns as administrative and collateral agent for the Lenders.

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(14) This instrument 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 this instrument as of the 27th day of January, 1999.

PARK CATTLE:

PARK CATTLE CO.,  
a Nevada corporation

By Bruce Park

Name Bruce Park

Title President

Agent Bank joins in execution of this instrument for the purposes set forth by subparagraph 8(a) and Paragraph (9) above.

AGENT BANK:

WELLS FARGO BANK,  
National Association,  
as administrative and  
collateral agent

By \_\_\_\_\_  
Sue Fuller,  
Vice President

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(14) This instrument 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 this instrument as of the 27th day of January, 1999.

PARK CATTLE:

PARK CATTLE CO.,  
a Nevada corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Agent Bank joins in execution of this instrument for the purposes set forth by subparagraph 8(a) and Paragraph (9) above.

AGENT BANK:

WELLS FARGO BANK,  
National Association,  
as administrative and  
collateral agent

By Sue Fuller  
Sue Fuller,  
Vice President

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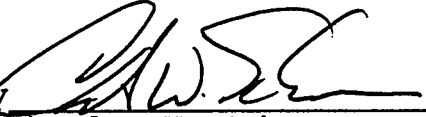
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HTMC joins in execution of this instrument for the purposes set forth by Paragraph (8) and Paragraph (9) above.

HTMC:

HARVEYS TAHOE MANAGEMENT  
COMPANY, INC., a Nevada  
corporation

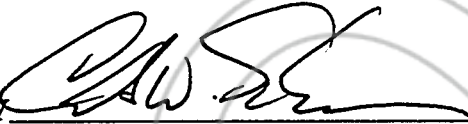
By   
\_\_\_\_\_  
Charles W. Scharer,  
President

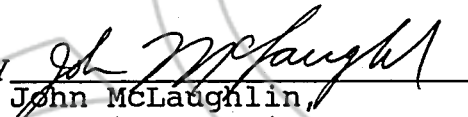
By   
\_\_\_\_\_  
John McLaughlin,  
Secretary/Treasurer

HCR joins in execution of this instrument for the purpose set forth by Paragraph (10) above.

HCR:

HARVEYS CASINO RESORTS,  
a Nevada corporation

By   
\_\_\_\_\_  
Charles W. Scharer,  
President and CEO

By   
\_\_\_\_\_  
John McLaughlin,  
Sr. Vice President,  
Treasurer and CFO

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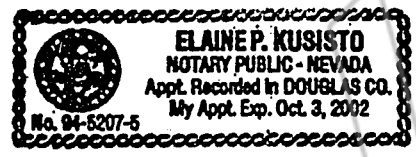
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STATE OF NEVADA )  
COUNTY OF Carson City ) SS

This instrument was acknowledged before me on January 28, 1999, by Bruce Park as President of PARK CATTLE CO.

Elaine P. Kusisto  
Notary Public



STATE OF NEVADA )  
COUNTY OF WASHOE ) SS

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

\_\_\_\_\_  
Notary Public

STATE OF NEVADA )  
COUNTY OF WASHOE ) SS

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

\_\_\_\_\_  
Notary Public

STATE OF NEVADA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 1999, by \_\_\_\_\_ of PARK CATTLE CO. as

\_\_\_\_\_  
Notary Public

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



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



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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



STATE OF NEVADA )  
 ) SS  
COUNTY OF WASHOE )

This instrument was acknowledged before me on January 27, 1999, by CHARLES W. SCHARER as President and CEO of HARVEYS CASINO RESORTS.

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 Sr. Vice President, Treasurer and CFO of HARVEYS CASINO RESORTS.

Melissa M Fry  
Notary Public



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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°42'34" West, 1108.02 feet along the California-Nevada State Line to the point of beginning; thence North 48°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°57'13" East, 154.41 feet along the Easterly right of way line of Stateline Loop Road; thence South 62°26'55" East, 72.14 feet; thence South 00°50'44" West, 33.27 feet; thence South 29°43'25" East, 86.29 feet; thence South 70°15'01" East, 157.23 feet; thence South 30°18'30" West, 172.01 feet to the point of beginning.

A PORTION OF 07-140-10

REQUESTED BY  
**WESTERN TITLE COMPANY, INC**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'99 JAN 29 AM 1:55

LINDA SLATER  
RECORDER

\$22.00 PAID *KZ* DEPUTY

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**EXHIBIT A**