

THIS DOCUMENT IS BEING RERECORDED  
FOR THE PURPOSE OF ATTACHING THE  
CORRECT LEGAL DESCRIPTION HERETO  
AS "EXHIBIT A"

Prepared by and when  
recorded mail to:

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

THIS DOCUMENT IS RECORDED AS AN ACCOMODATION ONLY  
and without liability for the consideration therefor; or as to the validity or  
sufficiency of said instrument or for the effect of such recording on the title of  
the property involved.

APN = 07-140-10

**REAFFIRMATION OF 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, V.P.

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. The Original Lease, as amended, grants a  
leasehold interest in a parcel of real property which is

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situate in Douglas County, Nevada and which is particularly described by "Exhibit A" attached hereto and incorporated by reference herein. 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.

This Reaffirmation of Ground Lease Estoppel Certificate (Tahoe Greenbelt Lease) ("Reaffirmation") is executed by Park Cattle and delivered to Agent Bank with reference to the following facts and circumstances:

A. Park Cattle executed and delivered to Agent Bank a Ground Lease Estoppel Certificate (Tahoe Greenbelt Lease) (the "Estoppel Certificate"), which was dated January 27, 1999 and was recorded in the Official Records on January 29, 1999 in Book 0199 at Page 5910 as Document No. 0459907, pursuant to which, among other things, Park Cattle made certain representations, and granted certain consents, regarding the Lease and encumbrance of HTMC's interest in the Lease with an Amended and Restated Leasehold and Fee Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents and Notice of Additional Commitment (Tahoe) (the "Existing Deed of Trust"), all as more particularly set forth therein, which Existing Deed of Trust was executed by HTMC under date of January 27, 1999, and recorded in the Official Records on January 29, 1999, in Book 0199 at Page 5766 as Document No. 0459899.

B. The Existing Deed of Trust secured, among other things, performance by the "Borrowers" which are referred to in the Estoppel Certificate (the "Existing Borrowers") under: (i) the Amended and Restated Credit Agreement referred to in the Estoppel Certificate (the "Existing Credit Agreement"); (ii) the "Bank Facilities" referred to in the Estoppel Certificate (the "Existing Bank Facilities"); and (iii) the other secured obligations set forth by the Existing Deed of Trust (the "Existing Additional Obligations").

C. Concurrently, or substantially concurrent, herewith, Existing Borrowers (collectively, "Borrowers") have entered into a Second 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 "Lenders"), the Swingline Lender therein named, the L/C Issuer therein named and Agent Bank, as administrative and collateral agent for said Lenders, Swingline Lender and L/C Issuer

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(with Agent Bank being referred to herein, together with said Lenders, Swingline Lender and L/C Issuer as the "Banks"), all pursuant to which, among other things, the terms and conditions of: (i) the Existing Credit Agreement; (ii) the Existing Bank Facilities; and (iii) the Existing Additional Obligations; have all been amended and restated, all as more particularly set forth therein. The Existing Bank Facilities, as so modified, and as they may hereafter be amended, restated, or otherwise modified, are collectively referred to herein as the "Bank Facilities". The Existing Additional Obligations, as so modified, and as they may hereafter be amended, restated or otherwise modified, are collectively referred to herein as the "Additional Obligations".

D. Also concurrently, or substantially concurrent, herewith: (i) HTMC and Agent Bank have executed and delivered a First Amendment to Amended and Restated Leasehold and Fee Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents and Notice of Additional Commitment (Tahoe) (the "First Amendment to Deed of Trust") pursuant to which, among other things, the Existing Deed of Trust has been amended for the purpose of confirming that it secures performance under the Credit Agreement, the Bank Facilities and the Additional Obligations; and (ii) the First Amendment to Deed of Trust has been recorded in the Official Records; all as required by the Credit Agreement. The Existing Deed of Trust, as amended by the First Amendment to Deed of Trust, and as it may hereafter be amended, restated or otherwise modified from time to time, is collectively referred to herein as the "Amended Deed of Trust".

E. As a condition of the credit accommodations that are provided by the Credit Agreement, the Banks have required that Park Cattle reaffirm the Estoppel Certificate for the purpose of evidencing its agreement that the terms of the Estoppel Certificate shall be applicable to the Amended Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable accommodations, Park Cattle hereby: (i) makes the following certifications, representations and warranties, and grants the following consents to the Banks; and (ii) makes the following modifications to the Estoppel Certificate; all for the purpose of reaffirming the Estoppel Certificate as set forth by Recital E, above:

1. The representations set forth by Paragraphs 2 through 6 of the Estoppel Certificate are true and correct as of the date hereof. As the lessor under the Lease, Park Cattle is authorized to make the certifications and representations, which are set forth by this Reaffirmation and any approvals, or consents from any court, person or entity, which are required as a condition of

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such authority, have been obtained. 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 by this Reaffirmation, the Banks will be entering into the Credit Agreement and granting various considerations as more particularly set forth therein.

2. All references in the Estoppel Certificate to the "Borrowers", the "Lenders", the "Banks" and the "Bank Facilities" shall have the respective meaning as is set forth for each such term by Recital C of this Reaffirmation.

3. Park Cattle hereby consents to the First Amendment to Deed of Trust and agrees that all references in the Estoppel Certificate to the "Deed of Trust" shall be to the Amended Deed of Trust.

5. Except as modified hereby, the Estoppel Certificate shall remain unchanged and of full force and effect.

6. Agent Bank joins in execution of this Reaffirmation for the purpose of reaffirming its agreement, as set forth by Subsection 8(a) of the Estoppel Certificate, 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.

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

8. At the election of either Park Cattle or Agent Bank, this Reaffirmation may be recorded in the Official Records.

9. This Reaffirmation 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.

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IN WITNESS WHEREOF, the parties have executed this instrument as of the 4<sup>th</sup> day of October, 1999.

PARK CATTLE CO., a Nevada corporation

By Park Cattle Co.

Name Bruce Park

Title President BRUCE PARK

Agent Bank joins in execution of this Reaffirmation for the purposes set forth by Paragraph 6 above.

AGENT BANK:

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

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

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9. This Reaffirmation 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 \_\_\_\_ day of October, 1999.

PARK CATTLE CO., a Nevada corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Agent Bank joins in execution of this Reaffirmation for the purposes set forth by Paragraph 6 above.

AGENT BANK:

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

By Sue Fuller  
Sue Fuller,  
Vice President

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HTMC joins in execution of this Reaffirmation for the purpose of evidencing its consent and agreement to the terms and conditions set forth herein.

HTMC:

HARVEYS TAHOE MANAGEMENT COMPANY, INC., a Nevada corporation

By 

Charles W. Scharer,  
President

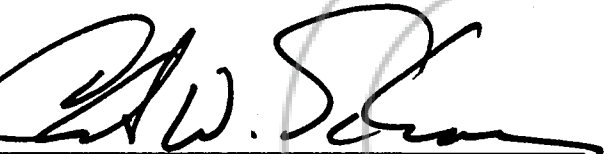
By 

John J. McLaughlin,  
Secretary/Treasurer

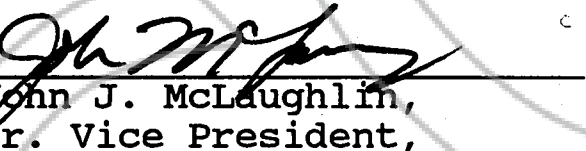
HCR joins in execution of this Reaffirmation for the purpose set forth by Paragraph 7 above.

HCR:

HARVEYS CASINO RESORTS,  
a Nevada corporation

By 

Charles W. Scharer,  
President and CEO

By 

John J. McLaughlin,  
Sr. Vice President,  
Treasurer and CFO

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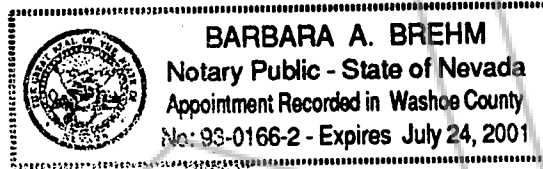
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STATE OF NEVADA )  
 ) SS  
COUNTY OF WASHOE )

This instrument was acknowledged before me on  
October 4, 1999, by BRUCE PARK  
PRESIDENT of PARK CATTLE CO. as

Barbara A Brehm  
Notary Public



STATE OF NEVADA )  
 ) SS  
COUNTY OF WASHOE )

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

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

STATE OF NEVADA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

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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 October 4, 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 October 4, 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 )  
 )  
COUNTY OF Washoe ) SS

This instrument was acknowledged before me on October 4, 1999, by JOHN J. McLAUGHLIN as Secretary/Treasurer of HARVEYS TAHOE MANAGEMENT COMPANY, INC.

Melissa M Fry  
Notary Public



STATE OF NEVADA )  
 )  
COUNTY OF Washoe ) SS

This instrument was acknowledged before me on October 4, 1999, by CHARLES W. SCHARER as President and CEO of HARVEYS CASINO RESORTS.

Melissa M Fry  
Notary Public



STATE OF NEVADA )  
 )  
COUNTY OF Washoe ) SS

This instrument was acknowledged before me on October 4, 1999, by JOHN J. 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  $48^{\circ}42'34''$  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 17-140-10

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EXHIBIT A

REQUESTED BY  
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

1999 OCT 28 PM 12:14

LINDA SLATER  
RECORDER

\$17<sup>00</sup> PAID *KZ* DEPUTY

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 17-140-10

REQUESTED BY  
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 JAN 31 PM 3: 53

LINDA SLATER  
RECORDER

EXHIBIT **0485418**  
BK 01 00 PG 4953 \$18.00 PAID *AS* DEPUTY