

DOC # 725494
06/20/2008 10:41AM Deputy: PK
OFFICIAL RECORD
Requested By:
TICOR TITLE - RENO
Douglas County - NV
Werner Christen - Recorder
Page: 1 of 9 Fee: 60.00
BK-608 PG-5444 RPTT: 0.00



Assessor's Parcel Numbers: 1318-27-002-002, 1318-27-002-003,
1318-27-002-004, 1318-27-002-005
and 1318-27-002-007

Recording Requested By:

Name: Ticor Title Insurance Company
Address: 5441 Kietzke Lane
City/State/Zip: Reno, Nevada 89511

Mail Tax Statements to:

Name: c/o Harrah's Operating Company, Inc.
Address: 1023 Cherry Road
City/State/Zip: Memphis, TN 38120
Attention: Property Tax Department, Jerry Sanders

Please complete Affirmation Statement below:

X I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law: _____ (state specific law)

Cheryl L. Poore
Signature (Print name under signature)
Cheryl L. Poore

Agent
Title

UCC FINANCING STATEMENT
(Title of Document)

If legal description is a metes & bounds description, furnish the following information:

Legal descriptions obtained from: Deed, Book: 508 Page: 5922 Document # 723806 recorded May 22, 2008 in the Douglas County Recorder's Office.

-OR-

If Surveyor, please provide name and address:

*This page added to provide additional information required by NRS 111.312 Sections 1-4.
(Additional recording fees apply)*

08915

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

James P. Murphy, Legal Assistant
 Cahill Gordon & Reindel LLP
 80 Pine Street
 New York, NY 10005

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME
HARVEYS TAHOE MANAGEMENT COMPANY, INC.

OR
 1b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
One Caesars Palace Drive Las Vegas NV 89109 USA

1d SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e TYPE OF ORGANIZATION 1f JURISDICTION OF ORGANIZATION 1g ORGANIZATIONAL ID #, if any
Corporation Nevada NV C20527-1996 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME

OR
 2b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e TYPE OF ORGANIZATION 2f JURISDICTION OF ORGANIZATION 2g ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME
Bank of America, N.A., as Collateral Agent

OR
 3b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
901 Main Street, Mail Code TX1-492-14-11 Dallas TX 75202 USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto and by this reference incorporated herein for a description of the collateral located at the real property described on Exhibit A attached hereto.

Fixtures located at 15, 18, 27 and 31 HWY 50, Stateline, Douglas County, NV.

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5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
To be filed in the real estate records of Douglas County, Nevada. (08060.225) [01.SWAP]

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME HARVEYS TAHOE MANAGEMENT COMPANY, INC.		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

TO BE FILED IN REAL ESTATE RECORDS OF DOUGLAS COUNTY, NEVADA

Fixtures located at 15, 18, 27 and 31 HWY 50, Stateline, Douglas County, NV.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME						
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any		
					<input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME						
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

See Exhibit A attached hereto.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction — effective 30 years
- Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)



Schedule A to UCC-I Financing Statement
made by HARVEYS TAHOE MANAGEMENT COMPANY, INC., as Debtor,
in favor of
Bank of America, N.A., as Collateral Agent, as Secured Party

A. All of the following described property, together with any greater estate therein as hereafter may be acquired by Debtor and all of Debtor's right, title and interest in, to and under all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing in each case whether now owned or hereinafter acquired, including without limitation all water rights, mineral, oil and gas rights, easements and rights of way (collectively, the "Land") as described on Exhibit A, and all of Debtor's right, title and interest now or hereafter acquired in, to and under:

(a) all buildings, structures and other improvements now owned or hereafter acquired by Debtor, now or at any time situated, placed or constructed upon, or affixed or permanently moored to, the Land, and, in each case, all appurtenances thereof (the "**Improvements**"); the Land and Improvements are collectively referred to as the "**Premises**";

(b) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, and all equipment, inventory and other goods in which Debtor now has or hereafter acquires any rights or any power to transfer rights and that are or are to become fixtures (as defined in the UCC) related to the Land (the "**Fixtures**");

(c) all goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, including all such items as defined in the UCC, now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the "**Personalty**");

(d) all reserves, escrows or impounds required under the Credit Agreement or any of the other Loan Documents and all of Debtor's right, title and interest in all reserves, deferred payments, deposits, refunds and claims of any nature relating to the Mortgaged Property (the "**Deposit Accounts**");

(e) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "**Leases**");

(f) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the "**Rents**");

(g) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, indemnities, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the "**Property Agreements**");



(h) all property tax refunds payable with respect to the Mortgaged Property (the "*Tax Refunds*");

(i) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "*Proceeds*");

(j) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor (the "*Insurance*");

(k) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the "*Condemnation Awards*"); and

(l) any and all right, title and interest of Debtor in and to any and all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guarantees, appraisals, studies and data relating to the Mortgaged Property or the construction of any alteration relating to the Premises or the maintenance of any Property Agreement (the "*Records*").

All of the foregoing estates, rights, properties and interests hereby conveyed to the Debtor are sometimes referred to collectively herein as the ("Mortgaged Property").

B. Operative Document. This Financing Statement relates to that certain Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing (as it may be amended, supplemented or modified from time to time, the "Deed of Trust") made by Debtor, as Grantor, in favor of Secured Party, as Beneficiary.

C. Definitions. Capitalized terms used and otherwise not defined herein shall have the meaning assigned thereto in the Deed of Trust.



EXHIBIT A

LEGAL DESCRIPTION

Legal Description of premises commonly known as HARRAH'S LAKE TAHOE, HARVEY'S LAKE TAHOE, and BILL'S LAKE TAHOE and located at 15, 18, 27 and 31 HWY 50, Stateline, Douglas County, NV:

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

PARCEL 1:

All that certain piece or parcel of land situate in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ 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 $27^{\circ}57'22''$ East along the Westerly line of said U.S. Highway 50, a distance of 154.80 feet; thence North $56^{\circ}30''$ West, a distance of 291.50 feet; thence North $27^{\circ}57'22''$ 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 $80^{\circ}14'14''$ 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 Northeast-erly and Southeasterly line of said McCallum parcel, the two following courses and distances: South $48^{\circ}43'15''$ East, a distance of 211.24 feet and South $41^{\circ}16'45''$ West, a distance of 50.00 feet to a point on said California-Nevada State Line; thence South $48^{\circ}43'15''$ 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.

A portion of APN: 1318-27-002-002

Document Number 723806 is provided pursuant to the requirements of Section 1.NRS 111.312

PARCEL 2:

That portion of the Southeast $\frac{1}{4}$ 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. 50, which is 154.80 feet North $27^{\circ}57'22''$ East of 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 $27^{\circ}57'22''$ 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 $80^{\circ}14'14''$ West, a distance of 305.18 (305.48 record) feet; thence third course South $27^{\circ}57'22''$ West, a distance of 266.35 feet; thence fourth course South $56^{\circ}30''$ 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



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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 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 California-Nevada State line and the Westerly right of way line of U.S. Highway 50; thence North 27°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°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°14'14" East, 305.18 feet along the Northerly line of said Parcel 2 to a point on the Westerly line of U.S. Highway 50; thence South 27°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 APN: 1318-27-002-002

Document Number 723806 is provided pursuant to the requirements of Section 1.NRS 111.312

PARCEL 3:

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 Northeasterly along said right of way line, North 28°02' East, 680.50 feet to the true point of beginning; thence continuing along said right of way line, North 28°02' East, 147.45 feet to a point on the Southerly 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°58' East, 150.00 feet and North 28°02' 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 as 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°58' East (South 62°02" East, 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°55" East 147.97 feet; thence North 61°58' West, 247.89 feet; thence South 28°02' West, 87.87 feet; thence North 61°58' West 260.00 feet; thence North 85°19' West 95.69 feet; thence North 61°58' West, 102.73 feet to the true point of beginning.

APN: 1318-27-002-004

Document Number 723806 is provided pursuant to the requirements of Section 1.NRS 111.312

PARCEL 4:



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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 Northeast-erly along said right of way line of U.S. Highway 50, North 28°02' East, 680.50 feet; thence leaving Highway 50, South 61°58' East, 102.73 feet; thence South 85°19' East, 95.69 feet; thence South 61°58" East, 260.00 feet; thence North 28°02' East, 87.87 feet; thence South 61°58' East, 247.89 feet, more or less, to a point on the existing fence along the Easterly line of that certain parcel of land de-scribed 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°55' 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°25'42" East, 783.03 feet to a point on the North line of the Southeast ¼ of the Southeast ¼ 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°51'54" 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°26'04" West, 62.60 feet; thence South 62°56'14" West 193.09 feet; thence South 42°34'22" West, 167.96 feet; thence North 73°22'13" West, 88.54 feet; thence North 59°10'02" West, 101.98 feet; thence North 47°54'42" 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°36'41" for an arc distance of 179.87 feet to a point on the Nevada-California State Line as it now exists; thence Westerly along the Nevada-California State Line to the point of its intersection with the East-erly 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 subdivi-sion of the State of Nevada, by Deed recorded January 9, 1979 in Book 1642, File No. 29467, Official Records.

APN: 1318-27-002-005 and 007

Document Number 723806 is provided pursuant to the requirements of Section 1.NRS 111.312

PARCEL 5:

A parcel of land situated in the Southeast ¼ of Section 27, Township 13 North, Range 18 East, M.D.B.&M., Douglas County, State of Nevada, 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 state line monument on the South shore of Lake Tahoe bears North 47°52'13" West, a distance of 2827.56 feet, and a GLO Brass Cap at the East quarter corner of said Section 27 bears North 68°16'13" East, a distance of 1945.13 feet; thence North 28°48'16" 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, re-corded June 7, 1961 in Book 7, Page 117, File No. 18139, Official Records, and the true point of be-ginning; thence North 28°48'16" 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°11'44" 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°48'16" West, a distance of 49.71 feet; thence North 61°11'44" West, a distance of 150.00 feet to the true point of beginning.

APN: 1318-27-002-003

Document Number 723806 is provided pursuant to the requirements of Section 1.NRS 111.312

PARCEL 6:

Together with non-exclusive easements and right-of-way for pedestrian and vehicular ingress and egress; and perpetual exclusive encroachment and maintenance easements, as set forth in that certain Reciprocal Easement Agreement recorded May 10, 1990 in Book 590, Page 1628 Doc/Inst. No. 225749, Official Records.

