


DOC # 760264
03/16/2010 02:53PM Deputy: SG
OFFICIAL RECORD
Requested By:
NORTHERN NEVADA TITLE CC
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 9 Fee: 22.00
BK-310 PG-3537 RPTT: 0.00



The undersigned hereby affirms that this document submitted for recording does not contain the Social Security number of any person or persons (NRS 239B.030)
NORTHERN NEVADA TITLE COMPANY

By: 
Print Name/Title: Tamara Waller/Title Officer

APN: 1318-27-001-009 PTN
1318-27-001-011 PTN

FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT: AMENDMENT TO MEMORANDUMS OF LEASE (HOTEL)

WHEN RECORDED MAIL TO:

Edgewood Companies
Attn: President
1300 Buckeye Rd., Suite A
Minden, NV 89423

This document is recorded as an ACCOMMODATION 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.



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Edgewood Companies
Attn: President
1300 Buckeye Rd., Suite A
Minden, NV 89423

(Space above this line for Recorder's use.)

AMENDMENT TO MEMORANDUMS OF LEASE (HOTEL)

THIS AMENDMENT TO MEMORANDUMS OF LEASE (HOTEL) ("**Amended Memorandum**") is made as of March 2, 2010, between **EDGEWOOD COMPANIES**, a Nevada corporation f/k/a Park Cattle Co. (the "**Landlord**"), and **LAKE TAHOE CASINO REALTY I, LLC**, a Nevada limited liability company (the "**Tenant**").

A. Landlord and Sahara-Nevada Corporation entered into that certain lease dated November 14, 1962 (the "**Original Lease**"), covering the premises (the "**Premises**") described on Exhibit "A" attached hereto and by this reference made a part hereof, a short-form of said lease having been recorded on December 12, 1963 in the official records of Douglas County, State of Nevada (the "**Official Records**"), at Book 21, Page 31, as Document No. 24023 ("**Memorandum No. 1**"); and

B. The Original Lease was amended by instruments dated December 3, 1962 and April 12, 1963, and the interest of Sahara-Nevada Corporation under the Original Lease, as amended, was assigned to Sahara-Tahoe Corporation, as memorialized by that certain Short Form of Assignment of Lease dated December 18, 1963 and recorded on January 20, 1964 in the Official Records at Book 21, Page 492, as Document No. 24252; and

C. The Original Lease was further amended by that certain Third Amendment to Lease dated July 22, 1968 and recorded on August 27, 1968 in the Official Records in Book 61, Page 282, as Document No. 41936, and further amended by that certain Fourth Amendment to Lease dated March 29, 1980 and recorded on April 24, 1980 in the Official Records at Book 480, Page 1361, as Document No. 43928; and

D. The Original Lease, as amended, was assigned by Sahara-Tahoe Corporation to Wimar Tahoe Corporation pursuant to that certain Assignment of Park Cattle Company Lease dated January 9, 1990 and recorded on January 10, 1990 in the Official Records at Book 190, Page 1755, as Document No. 217951; and

E. The Original Lease, as amended, was amended and restated in its entirety by that certain Amended and Restated Net Lease Agreement dated January 9, 1990 (the "**Restated Lease**"), a memorandum of which was recorded on January 10, 1990 in the Official Records at Book 190, Page 1759, as Document No. 217952 ("**Memorandum No. 2**"); and



F. The Restated Lease was then assigned by Wimar Tahoe Corporation to Tahoe Horizon, LLC, a Delaware limited liability company ("**Tahoe Horizon**") on January 3, 2007, pursuant to that certain Assignment and Assumption of Leases recorded on January 8, 2007 in the Official Records at Book 107, Page 1961, as Document No. 692292, and the Restated Lease was amended by Landlord and Tenant pursuant to that certain Lease Amendment effective April 2, 2008 (the "**First Amendment to the Restated Lease**"); and

G. As of June 12, 2009, Landlord and Tahoe Horizon entered into that certain Horizon Lease Amendment No. 2 (Hotel) (the "**Second Amendment to the Restated Lease**"), pursuant to which the First Amendment to the Restated Lease was deleted in its entirety, a memorandum of which was recorded on June 15, 2009 in the Official Records at Book 609, Page 4529, as Document No. 745193 ("**Memorandum No. 3**"), and together with Memorandum No. 1, Memorandum No. 2, the "**Existing Memorandums**"); and

H. On June 12, 2009, Tahoe Horizon assigned the Restated Lease, as amended by the Second Amendment to the Restated Lease, to Tenant, pursuant to that certain Assignment and Assumption of Lease recorded on June 15, 2009 in the Official Records at Book 609, Page 4537, as Document No. 745194; and

I. As of the date hereof, Landlord and Tenant have entered into that certain Horizon Lease Amendment No. 3 (Hotel) (the "**Third Amendment to the Restated Lease**"), pursuant to which the Second Amendment to the Restated Lease was amended. For the purposes hereof, the Restated Lease, as amended by the Second Amendment to Restated Lease and Third Amendment to the Restated Lease, shall be referred to as the "**Lease**".

NOW, THEREFORE, Landlord and Tenant desire to amend the Existing Memorandums as provided herein and provide record notice of the Lease and of the terms thereof.

1. Term. The term of the Lease shall expire on March 31, 2011. Landlord shall have three (3) options to extend the term of the Lease for one (1) year as provided in the Lease.

2. Quitclaim Deed. Upon the termination of the Lease, Tenant shall execute, acknowledge, and deliver to Landlord a quitclaim deed or any other documents required by a reputable title company to remove the cloud of the Lease from Landlord's title to the Premises.

3. Inconsistency. To the extent that there are any inconsistencies between the terms of the Existing Memorandums and this Amended Memorandum, the terms of this Amended Memorandum shall control. To the extent that any provisions of this Amended Memorandum and the Lease conflict, the provisions of the Lease control.

4. Successors and Assigns. This Amended Memorandum shall be binding on and inure to the benefit of the parties hereto, their successors and assigns.

5. Counterparts. This Amended Memorandum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Amended Memorandum.

[Signatures on Following Page]




The parties have executed this Amended Memorandum as of the date first above written.

LANDLORD:

EDGEWOOD COMPANIES, a Nevada corporation f/k/a Park Cattle Co.

TENANT:

LAKE TAHOE CASINO REALTY I, LLC, a Nevada limited liability company, as successor in interest to Tahoe Horizon LLC, a Delaware limited liability company

By: 
Name: Steve Johnson
Title: CHAIRMAN

By: _____
Name: _____
Title: _____





The parties have executed this Amended Memorandum as of the date first above written.


LANDLORD:

EDGEWOOD COMPANIES, a Nevada corporation f/k/a Park Cattle Co.

By: _____
Name: _____
Title: _____

TENANT:

LAKE TAHOE CASINO REALTY I, LLC, a Nevada limited liability company, as successor in interest to Tahoe Horizon LLC, a Delaware limited liability company

By: 
Name: _____
Title: **THEODORE R. MITCHEL**
VICE PRESIDENT/CFO





STATE OF Kentucky)

) SS:
COUNTY OF Kenton)

The foregoing instrument was acknowledged before me this 2nd day of March, 2010 by Theodore Mitchell, the VP/CFO of LAKE TAHOE CASINO REALTY I, LLC, a Nevada limited liability company, on behalf of said company.

Michelle Stallmeyer
Notary Public

MICHELLE STALLMEYER
Notary Public, Kentucky State at Large
My Commission Expires Oct 24 2010



STATE OF _____)

) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by _____ the _____ of EDGEWOOD COMPANIES, a Nevada corporation, on behalf of said company.

Notary Public



STATE OF _____)

) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by _____, the _____ of LAKE TAHOE CASINO REALTY I, LLC, a Nevada limited liability company, on behalf of said company.

Notary Public

STATE OF Nevada)

) SS:
COUNTY OF Washoe)

The foregoing instrument was acknowledged before me this 2nd day of March, 2010 by Steve Johnson, the Chairman of EDGEWOOD COMPANIES, a Nevada corporation, on behalf of said company.

Moni Krebs

Notary Public





EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

COPY



LEGAL DESCRIPTION (HOTEL)

The parcel of land situate within Section 27, T13N, R18E, MDB&M, Douglas County, Nevada, being more particularly described as follows:

COMMENCING at the intersection of the Nevada Stateline and the westerly right-of-way line of U.S. Route 50;

Thence N 27°58'21" E, 744.79 feet along said westerly right-of-way line of U.S. Route 50;

Thence N 27°58'21" E, 787.82 feet along said westerly right-of-way line of U.S. Route 50;

Thence N 62°01'39" W, 1,105.84 feet;

Thence S 27°58'21" W, 787.82 feet;

Thence S 62°01'39" E, 1,105.84 feet to the True Point of Beginning;

Excepting therefrom that portion conveyed to the County of Douglas for public road purposes commonly known as the Stateline Loop Road, by deed dated July 20, 1978 and recorded September 6, 1978, as Document No. 24881 in Book 978 of official records, Page 249.