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OFFICIAL RECORD  
Requested By:  
NORTHERN NEVADA TITLE CC  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 8 Fee: 21.00  
BK-310 PG-3546 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: Tamara Waller  
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 (GARAGE)

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 therefore, 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 MEMORANDUM OF LEASE (GARAGE)**

THIS AMENDMENT TO MEMORANDUM OF LEASE (GARAGE) ("**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 Wimar Tahoe Corporation, a Nevada corporation, entered into an Amended and Restated Net Lease Agreement dated September 13, 1990 (the "**Original Agreement**"), covering the premises ("**Premises**") described on Exhibit A attached hereto. A memorandum of the Original Agreement was recorded in the Official Records of Douglas County, Nevada on September 13, 1991 in Book 991 on Page 2006, as Document No. 260233.

B. The Original Agreement was assigned to and assumed by Tahoe Horizon, LLC, a Delaware limited liability company. The Original Agreement was amended by that certain Lease Amendment effective April 2, 2008 (the "**Original Lease Amendment**") and collectively with the Original Agreement, the "**Original Lease**").

C. As of the June 12, 2009, Landlord and Tahoe Horizon entered into that certain Horizon Lease Amendment No. 2 (Garage) (the "**Amended and Restated Amendment**"), pursuant to which the Original Lease Amendment was deleted in its entirety, a Memorandum of which was recorded on June 15, 2009 in the Official Records at Book 609, Page 4547, as Document No. 745195 ("**Memorandum No. 2**"), and together with Memorandum, the "**Existing Memorandums**"; and

D. As of June 12, 2009, Tahoe Horizon assigned the Original Agreement, as amended by the Amended and Restated Amendment, to Tenant, pursuant to that certain Assignment and Assumption of Lease recorded on June 15, 2009 in the Official Records at Book 609, Page 4554, as Document No. 745196; and

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



NOW, THEREFORE, Landlord and Tenant desire to amend the Existing Memorandums in order to give 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.


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

**LANDLORD:**

**TENANT:**

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

**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: \_\_\_\_\_



NOW, THEREFORE, Landlord and Tenant desire to amend the Existing Memorandums in order to give record notice of the Lease and of the terms thereof.

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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: **THEODORE R. MITCHEL**  
Title: **VICE PRESIDENT/CFO**



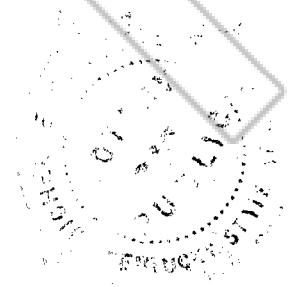
STATE OF Kentucky )

) 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 Delaware 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.

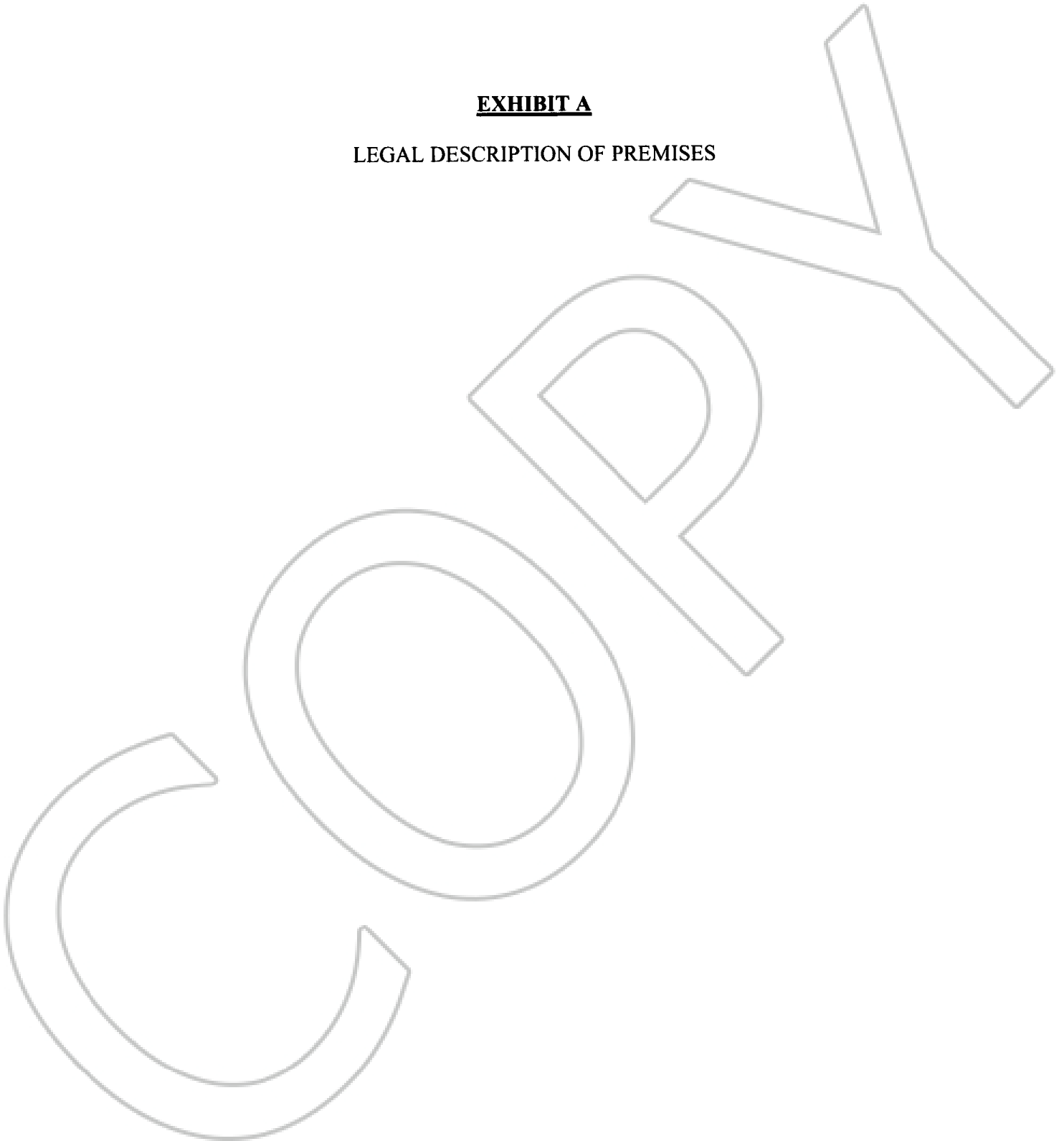
\_\_\_\_\_  
Notary Public





**EXHIBIT A**

**LEGAL DESCRIPTION OF PREMISES**





LEGAL DESCRIPTION (GARAGE)

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 State Line and the westerly right-of-way line of U.S. Route 50;

Thence N 27°58'21" E, 1,532.61 feet along said westerly right-of-way line of U.S. Route 50 to the True Point of Beginning, said point being the northeasterly corner of the High Sierra Hotel/Casino parcel;

Thence continuing along said westerly right-of-way line of U.S. Route 50 N. 27°58'21 E, 120.00 feet to the southeasterly corner of the First Interstate Bank parcel;

Thence leaving said westerly line and proceeding along the southerly and westerly lines of the First Interstate Bank parcel the following two courses and distances:

N 62°01'39" W, 400.00 feet,

N 27°58'21" E, 187.47 feet to a point on the southerly line of a 60 foot wide roadway known as the Stateline Loop Road, said point being on a curve to the left, the tangent of which bears N 70°25'16" W;

Thence along said curve having a central angle of 35°00'46", a radius of 1,170.00 feet, through an arc length of 714.98 feet to a point on the northerly line of said High Sierra Hotel/Casino parcel;

Thence along said northerly line S 62°01'39" E, 1,033.20 feet to the True Point of Beginning;

Containing an area of 170,886 square feet of land, more or less.