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**FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

by and from

HARVEYS TAHOE MANAGEMENT COMPANY, INC.,

as Grantor

to

BANK OF AMERICA, N.A., in its capacity as Collateral Agent,

as Beneficiary

Dated as of June 17, 2013

Counties: Douglas
County
State: Nevada

Prepared by Micah J. B. McOwen, Esq.
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
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FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

THIS FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "*Amendment*"), effective as of June 17, 2013 (the "*Effective Date*"), is made and entered into on June 14, 2013, by and between Harveys Tahoe Management Company, Inc., a Nevada corporation, as grantor, assignor and debtor (in such capacities and together with any successors in such capacities, "*Grantor*"), whose address is One Caesars Palace Dr., Las Vegas, NV 89109 and Bank of America, N.A., as Collateral Agent (in such capacity, "*Collateral Agent*") for the Secured Parties (as defined in the Amended Collateral Agreement), having an address at 901 Main Street, Mail Code TXI-492-14-11, Dallas, TX 75202 (Collateral Agent, together with its successors and assigns in such capacity, "*Beneficiary*").

WHEREAS, Grantor executed and delivered to Ticor Title Company of Nevada, a Nevada corporation, whose address is 5441 Kietzke Lane, Reno, Nevada 89511, as trustee (together with any successors in such capacities, "*Trustee*") for the benefit of Beneficiary, a certain Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of June 10, 2009, recorded on June 17, 2009 as Document No. 745381 in Book 609, Page 5528 in the official records of Douglas County, Nevada (as the same may have been or may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "*Existing Deed of Trust*"), which is a lien on certain property legally described therein. Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Deed of Trust;

WHEREAS, pursuant to the Existing Deed of Trust, Grantor granted to Beneficiary a first priority lien and/or security interest in and upon all of Grantor's estate, right, title and interest in and to the Mortgage Property to secure the "Obligations" (as defined in the Deed of Trust);

WHEREAS, as more fully described in the Existing Deed of Trust, the Existing Deed of Trust secures the Obligations, which include, without limitation, (i) the "Notes Obligations" as defined in the Indenture dated as of June 10, 2009 (the "*2009 Indenture*") among Caesars Operating Escrow LLC (formerly known as Harrah's Operating Escrow LLC) and Caesars Escrow Corporation (formerly known as Harrah's Escrow Corporation), as escrow issuers, Caesars Entertainment Corporation (formerly known as Harrah's Entertainment, Inc.) (the "*Parent Guarantor*"), U.S. Bank National Association, as Trustee (the "*Indenture Trustee*"), and after the consummation of the "HOC Assumption" (as defined therein), Caesars Entertainment Operating Company, Inc. (formerly known as Harrah's Operating Company, Inc.), as the issuer, including in respect of the Notes issued thereunder (the "*2009 Notes*"), (ii) the Notes Obligations under the Supplemental Indenture dated as of June 10, 2009 (the "*First Supplemental Indenture*") and the Notes, if any, issued thereunder (the "*First Supplemental Notes*"), (iii) the "Other First Priority Lien Obligations" (as defined in the 2009 Indenture) pursuant to the Second Supplemental Indenture dated as of September 11, 2009 (the "*Second Supplemental Indenture*") and the "New Notes" (as defined in the Second Supplemental Indenture) issued thereunder (the "*Second Supplemental Notes*"), (iv) the Other First Priority Lien Obligations pursuant to the Indenture dated as of February 14, 2012, as supplemented by that certain Supplemental Indenture dated as of March 1, 2012 (collectively, the "*Spring 2012 Indenture*") and the "Notes" (as defined in the Spring 2012 Indenture) issued thereunder (the "*Spring 2012 Notes*"), (v) the Other First Priority Lien Obligations pursuant to the Indenture dated as of August 22, 2012, as supplemented by that certain Supplemental Indenture dated as of October 5, 2012 (collectively, the "*Summer 2012 Indenture*"; together with the 2009 Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the Spring 2012 Indenture, collectively, the "*Existing Indenture*") and the "Notes" (as defined in the Summer 2012 Indenture) issued thereunder (the "*Summer 2012 Notes*"; together with the 2009 Notes, the First Supplemental Notes, the



Second Supplemental Notes and the Spring 2012 Notes, collectively, the “*Existing Notes*”) and (vi) other “Additional First Priority Lien Obligations” (as defined in the Existing Indenture) that may be incurred from time to time under the Existing Indenture or any “Other First Lien Agreements” (as defined in the Amended Collateral Agreement);

WHEREAS, Caesars Entertainment Operating Company, Inc. (formerly known as Harrah’s Operating Company, Inc.) (the “*Issuer*”), the subsidiaries of the Issuer identified therein (including the Grantor) (the “*Subsidiary Pledgors*”), and the Collateral Agent entered into that certain Amended and Restated Collateral Agreement dated effective as of January 28, 2008 (as amended and restated on June 10, 2009) (as the same may have been and may hereafter be amended, restated, supplemented, waived or otherwise modified from time to time, the “*Amended Collateral Agreement*”) whereby a first priority lien and/or security interest was granted to the Collateral Agent, for the benefit of the Secured Parties, on substantially all of the Issuer’s and the Subsidiary Pledgors’ property and assets to secure the Obligations;

WHEREAS, pursuant to the terms of the Existing Indenture, the Issuer and its “Restricted Subsidiaries” (as defined in the Existing Indenture) may from time to time incur “Other First Priority Lien Obligations” (as defined in the Existing Indenture) that are equally and ratably secured with the Existing Notes by designating such additional “Indebtedness” (as defined in the Existing Indenture) as Other First Priority Lien Obligations in accordance with the terms of the Existing Indenture and the Amended Collateral Agreement, and upon such designation, such Indebtedness will constitute Obligations for all purposes under the Deed of Trust that will be secured by a Lien on the Mortgaged Property;

WHEREAS, Caesars Operating Escrow LLC and Caesars Escrow Corporation, as escrow issuers (and, after the consummation of an “Assumption” (as defined therein), the Issuer, as the issuer), the Parent Guarantor and the Indenture Trustee entered into (i) that certain Additional Notes Supplemental Indenture dated as of December 13, 2012 (as the same may have been or may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “*Winter 2012 Indenture*”) to, among other things, provide for the issuance of \$750,000,000 aggregate principal amount of 9 % Senior Secured Notes due 2020 (the “*Winter 2012 Notes*”) and (ii) that certain Indenture dated as of February 15, 2013 (as the same may have been or may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “*February 2013 Indenture*”; together with the Existing Indenture and the Winter 2012 Indenture, each individually and collectively, an “*Indenture*”) to, among other things, provide for the issuance of \$1,500,000,000 aggregate principal amount of 9 % Senior Secured Notes due 2020 (the “*February 2013 Notes*”; together with the Existing Notes, the Winter 2012 Notes, and any Additional Notes or Exchange Notes (each as defined in the Indenture), collectively, the “*Notes*”);

WHEREAS, pursuant to that certain Other First Lien Secured Party Consent, dated as of February 20, 2013 (the “*Winter 2012 Other First Lien Secured Party Consent*”), among the Issuer, the Indenture Trustee and Beneficiary, in its capacity as Collateral Agent under the Amended Collateral Agreement, among other things, (i) the Indenture Trustee, as authorized representative on behalf of the “New Secured Parties” (as defined therein) (the “*Winter 2012 New Secured Parties*”) became a party to the Amended Collateral Agreement and accepted and acknowledged the terms of the Amended Collateral Agreement as applicable to the Winter 2012 New Secured Parties and agreed to be bound by such terms, (ii) the Indenture Trustee appointed and authorized the Collateral Agent to act as agent on its behalf and on behalf of the Winter 2012 New Secured Parties, (iii) the Collateral Agent accepted the appointment described in subclause (ii) of this Recital and (iv) the Indenture Trustee accepted and acknowledged the terms of the “First Lien Intercreditor Agreement” (as defined in the Amended Collateral Agreement) applicable to it and the Winter 2012 New Secured Parties with respect to the obligations under the Winter 2012 Indenture, the Winter 2012 Notes, and any Additional Notes or Exchange Notes, and agreed on its



own behalf and on behalf of the Winter 2012 New Secured Parties to be bound by the terms of the First Lien Intercreditor Agreement applicable to holders of Other First Lien Obligations;

WHEREAS, pursuant to that certain Other First Lien Secured Party Consent, dated as of March 27, 2013 (the "**February 2013 Other First Lien Secured Party Consent**"; together with the Winter 2012 Other First Lien Secured Party Consent, collectively, the "**Other First Lien Secured Party Consent**"), among the Issuer, the Indenture Trustee and Beneficiary, in its capacity as Collateral Agent under the Amended Collateral Agreement, among other things, (i) the Indenture Trustee, as authorized representative on behalf of the "New Secured Parties" (as defined therein) (the "**February 2013 New Secured Parties**"; together with the Winter 2012 New Secured Parties, collectively, the "**New Secured Parties**") became a party to the Amended Collateral Agreement and accepted and acknowledged the terms of the Amended Collateral Agreement as applicable to the February 2013 New Secured Parties and agreed to be bound by such terms, (ii) the Indenture Trustee appointed and authorized the Collateral Agent to act as agent on its behalf and on behalf of the February 2013 New Secured Parties, (iii) the Collateral Agent accepted the appointment described in subclause (ii) of this Recital and (iv) the Indenture Trustee accepted and acknowledged the terms of the "First Lien Intercreditor Agreement" (as defined in the Amended Collateral Agreement) applicable to it and the February 2013 New Secured Parties with respect to the obligations under the February 2013 Indenture, the February 2013 Notes, and any Additional Notes or Exchange Notes, and agreed on its own behalf and on behalf of the February 2013 New Secured Parties to be bound by the terms of the First Lien Intercreditor Agreement applicable to holders of Other First Lien Obligations;

WHEREAS, Grantor and Beneficiary desire to, among other things, (i) give notice of the execution and delivery of the Winter 2012 Notes under the Winter 2012 Indenture, (ii) give notice of the execution and delivery of the February 2013 Notes under the February 2013 Indenture, (iii) give notice of the other matters described in the immediately preceding Recitals and (iv) to confirm that the Existing Deed of Trust remains in full force and effect, except only to the extent expressly modified by this Amendment;

WHEREAS, the indebtedness and obligations under the Existing Indenture and the Existing Notes are continuing, are not being repaid or discharged in whole or in part, and no change is being made to the Obligations except by (i) the issuance of the Winter 2012 Notes (and, subsequent to the date hereof, any Additional Notes and Exchange Notes) pursuant to the Winter 2012 Indenture and the other agreements executed in connection therewith and (ii) the issuance of the February 2013 Notes (and, subsequent to the date hereof, any Additional Notes and Exchange Notes) pursuant to the February 2013 Indenture and the other agreements executed in connection therewith;

WHEREAS, this Amendment amends the Existing Deed of Trust (the Existing Deed of Trust, as amended by this Amendment, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "**Deed of Trust**"); and

WHEREAS, in accordance with Section 7.23 of the Amended Collateral Agreement (as modified by the Other First Lien Secured Party Consent), (i) the Winter 2012 Notes, the February 2013 Notes, any Additional Notes or Exchange Notes, the Winter 2012 Indenture, the February 2013 Indenture and the other agreements evidencing or governing the Winter 2012 Notes, the February 2013 Notes, any Additional Notes or Exchange Notes, the Winter 2012 Indenture and the February 2013 Indenture constitute Other First Lien Agreements and (ii) the obligations of the Issuer and the Subsidiary Pledgors under the Winter 2012 Notes, the February 2013 Notes, any Additional Notes or Exchange Notes, the Winter 2012 Indenture, the February 2013 Indenture and the other agreements evidencing or governing the Winter 2012 Notes, the February 2013 Notes, any Additional Notes or Exchange Notes, the Winter 2012 Indenture and the February 2013 Indenture constitute and have been designated as Other First Lien



Obligations and (iii) the obligations described in subclause (ii) of this Recital shall be secured equally and ratably with the Obligations under the Existing Deed of Trust.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree and give notice as follows:

ARTICLE I AMENDMENT TO DEED OF TRUST

As of the date hereof, the Existing Deed of Trust is amended as follows:

Section 1.1 Amended Definitions. The following defined terms are hereby amended as follows:

Deed of Trust. All references to the “Deed of Trust” herein or in the Existing Deed of Trust shall mean the Existing Deed of Trust as amended by this Amendment, as the same may be further amended, restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Loan Documents or the Obligations or giving notice of any such changes. Any future amendment, restatement, supplementation, or other modification of the Deed of Trust may or may not be recorded.

Indenture and Notes. All references to the “Indenture” herein or in the Existing Deed of Trust shall mean the Indenture as defined in the recitals to this Amendment. All references to the “Notes” herein or in the Existing Deed of Trust shall mean the Notes as defined in the recitals to this Amendment.

Obligations. All references to the “Obligations” herein or in the Existing Deed of Trust shall mean the Obligations, as set forth in the Indenture, the Notes and any Other First Lien Agreement (each as defined in the recitals hereto), as each may be further amended, amended and restated, supplemented and otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Obligations.

Section 1.2 Maximum Amount of Indebtedness. Section 2.4 of the Existing Deed of Trust is hereby deleted in its entirety and replaced with the following:

“Intentionally Omitted.”

Section 1.3 Confirmation and Ratification of Existing Deed of Trust. Except as modified by this Amendment, the Existing Deed of Trust is and shall continue in full force and effect. In all other respects, Grantor and Beneficiary fully confirm and ratify the Existing Deed of Trust, the Indenture, the Notes, and the other agreements evidencing or governing the Notes and the Indenture, except as expressly modified pursuant to this Amendment, the Indenture or the Notes. Nothing in this Amendment is intended to waive any rights or remedies of Beneficiary under the Existing Deed of Trust, or (except to the extent, if any, expressly stated herein) any defaults (if any) of Grantor under the Existing Deed of Trust. The Existing Deed of Trust shall continue to be a valid and subsisting lien against the Mortgaged Property. Nothing contained in this Amendment shall be construed as (a) a novation of the Obligations or (b) a release or waiver of all or any portion of the grant or conveyance to the Beneficiary of the lien on and security interest in the Mortgaged Property by virtue of the Existing Deed of Trust.



Section 1.4 Winter 2012 Indenture, Winter 2012 Notes, February 2013

Indenture and February 2013 Notes. The parties hereby give notice that, pursuant to the Winter 2012 Indenture, the Issuer issued the Winter 2012 Notes and, pursuant to the February 2013 Indenture, the Issuer issued the February 2013 Notes. In accordance with Section 7.23 of the Amended Collateral Agreement (as modified by the Other First Lien Secured Party Consent), (i) the Winter 2012 Notes, the February 2013 Notes, any Additional Notes or Exchange Notes, the Winter 2012 Indenture, the February 2013 Indenture and the other agreements evidencing or governing the Winter 2012 Notes, the February 2013 Notes, any Additional Notes or Exchange Notes, the Winter 2012 Indenture and the February 2013 Indenture constitute Other First Lien Agreements and (ii) the obligations of the Issuer and the Subsidiary Pledgors under the Winter 2012 Notes, the February 2013 Notes, any Additional Notes or Exchange Notes, the Winter 2012 Indenture, the February 2013 Indenture and the other agreements evidencing or governing the Winter 2012 Notes, the February 2013 Notes, any Additional Notes or Exchange Notes, the Winter 2012 Indenture and the February 2013 Indenture constitute and have been designated as Other First Lien Obligations and (iii) the obligations described in subclause (ii) of this Section 1.4 shall be secured equally and ratably with the Obligations under the Existing Deed of Trust.

Section 1.5 Maximum Amount of Principal.

The maximum amount of principal provided for on the cover page of the Existing Deed of Trust is hereby deleted in its entirety and replaced with the following: "THE MAXIMUM AMOUNT OF PRINCIPAL TO BE SECURED HEREBY IS \$12,516,200,000.00."

ARTICLE II MISCELLANEOUS

Section 2.1 Benefit of Deed of Trust.

This Amendment and the Deed of Trust are and shall continue to be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, personal representatives, successors and assigns.

Section 2.2 Future Amendments.

The Deed of Trust may not be altered, amended, modified, terminated, waived, released, or discharged, except in a writing signed by the parties or their successors or assigns.

Section 2.3 Counterparts.

This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement.

Section 2.4 Severability.

In the event any one or more of the provisions contained in this Amendment or in the Deed of Trust should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Grantor and Beneficiary shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 2.5 Applicable Law.

The provisions of this Amendment and the Deed of Trust shall be governed by and construed under the laws of the state in which the Mortgaged Property is located.



Section 2.6 **Headings.** Section headings herein are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

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COPY



IN WITNESS WHEREOF, Grantor has on the date set forth in the acknowledgement hereto, effective as of the Effective Date, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

GRANTOR:

HARVEYS TAHOE MANAGEMENT
COMPANY, INC.,
a Nevada corporation

By: _____

Name: Michael D. Cohen
Title: Secretary

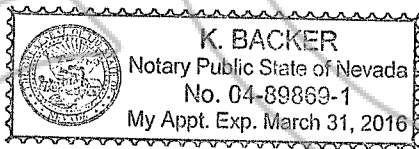
State of Nevada

County of Clark

This instrument was acknowledged before me on June 14, 2013 by Michael D. Cohen as Secretary of Harveys Tahoe Management Company, Inc.

(Seal, if any)

(Signature of notarial officer)



[Harrahs Lake Tahoe -NV, Douglas County]



IN WITNESS WHEREOF, Beneficiary has on the date set forth in the acknowledgment hereto, effective as of the Effective Date, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

BENEFICIARY:

**BANK OF AMERICA, N.A.,
as Collateral Agent,**

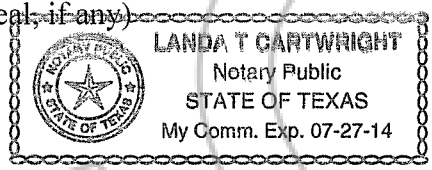
By: *John W. Woodiel III*
Name: **John W. Woodiel III**
Title: **Managing Director**

State of Texas

County of Dallas

This instrument was acknowledged before me on June 13, 2013 by John W. Woodiel III as Managing Director of Bank of America, N.A.

(Seal, if any)



Landa T. Cartwright
(Signature of notarial officer)

[Harras Lake Tahoe – NV, Douglas County]