

APNs: 1318-27-002-002; 1318-27-002-005;
1318-27-002-007

DOUGLAS COUNTY, NV

2014-853249

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TICOR TITLE - RENO (COMMERCIAL)

KAREN ELLISON, RECORDER

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

Athy A. O’Keeffe, Esq.
Cahill Gordon & Reindel LLP
80 Pine Street
New York, NY 10005

The undersigned hereby affirms that the
attached document, including any exhibits,
hereby submitted for recording does not
contain the personal information of any
person or persons (Per NRS 239B.030)

ASSIGNMENT

by

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

to

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Collateral Agent,
as Successor Agent**

Dated as of July 25, 2014

**County:
State:**

**Douglas
Nevada**

ASSIGNMENT

This Assignment (this "Assignment"), dated as of October 30, 2014 but dated effective as of July 25, 2014 (the "Effective Date"), is made by and between BANK OF AMERICA, N.A., in its capacity as Collateral Agent for the Secured Parties, having an address at 901 Main Street, Mail Code TXI-492-14-11, Dallas, TX 75202 ("Former Agent"), to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Successor Agent (as defined in the Agency Successor Agreement (defined below)) for the Secured Parties, having an address at Eleven Madison Avenue, New York, New York 10010 ("Successor Agent"). All capitalized terms used in this Assignment but not defined in this Assignment shall have the meanings set forth in the Deed of Trust (as hereinafter defined).

WHEREAS, Former Agent is the beneficiary under that certain deed of trust described on Exhibit A attached hereto and made a part hereof (the "Deed of Trust"); and

WHEREAS, pursuant to that certain Agency Successor Agreement, dated as of July 25, 2014, by and among Former Agent, Successor Agent and Caesars Entertainment Operating Company, Inc., as amended by Amendment No. 1 dated as of October 2, 2014 (the "Agency Successor Agreement"), Successor Agent accepted its appointment by the Secured Parties as Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents, replacing Former Agent in such capacities;

NOW, THEREFORE, FOR VALUE RECEIVED, (i) Former Agent hereby assigns, conveys, grants, sets over and transfers to Successor Agent, as of the Effective Date, all of Former Agent's right, title and interest, if any, in and to the Deed of Trust, TOGETHER WITH all of Former Agent's right, title and interest, if any, in and to all notes and contracts described or referred to in the Deed of Trust, all guarantees of the Deed of Trust, all assumptions of the Deed of Trust, the money due and to become due thereon with interest and all contract rights accrued or to accrue under the Deed of Trust.

This Assignment will be binding on and inure to the benefit of Former Agent and Successor Agent and their respective successors and assigns.

This Assignment is made without recourse to or any representation or warranty, express or implied, by Former Agent.

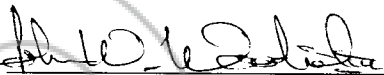
This Assignment may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

[SIGNATURE PAGES FOLLOW]

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

FORMER AGENT:

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

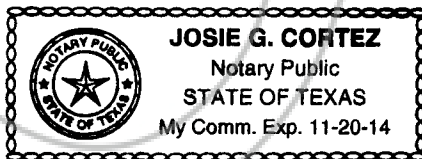
By: 
Name: John W. Woodiel, III
Title: Managing Director


ACKNOWLEDGMENT

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

I, the undersigned, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY, that John W. Woodiel, III, personally known to me to be the Managing Director of Bank of America, N.A., and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day of October 22nd, 2014 in person and acknowledged that as such Collateral Agent he or she signed and delivered the said instrument of said entity, pursuant to the authority duly given by said entity, as a free and voluntary act, and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

WITNESS my hand and official seal.



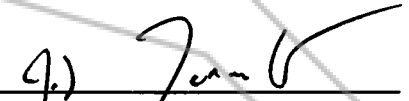

Signature of Notary Public

[Seal]

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

SUCCESSOR AGENT:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent**

By: 
Name: John D. Toronto
Title: Authorized Signatory

By: 
Name: Whitney Gaston
Title: Authorized Signatory


ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, the undersigned, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY, that John D. Toronto and Whitney Gaston, personally known to me to be the Authorized Signatory and Authorized Signatory respectively of Credit Suisse AG, Cayman Islands Branch, and personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day of October 23, 2014 in person and acknowledged that as such John D. Toronto and Whitney Gaston, they signed and delivered the said instrument of said entity, pursuant to the authority duly given by said entity, as free and voluntary acts, and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

MARJORIE E. BULL
Notary Public, State of New York
Qualified in New York County
Commission expires February 20, 2015


Signature of Notary Public

required by recorder: Marjorie E. Bull, notary public
State of New York, No. 01BU6055282
Qualified in New York County,
Commission expires February 20, 2015

[Seal]

EXHIBIT A

Description of Deed of Trust

Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of June 18, 2008, made by Harveys Tahoe Management Company, Inc., a Nevada corporation, as grantor, to Ticor Title Company of Nevada, Inc., a Nevada corporation, as trustee, for the benefit of Bank of America, N.A., in its capacity as Collateral Agent for the Secured Parties, as beneficiary, recorded June 20, 2008 as Document No. 725493, Official Records, Douglas County, Nevada, and re-recorded on September 10, 2008 as Document No. 729742, Official Records, Douglas County, Nevada, as amended by that certain Partial Reconveyance, recorded February 26, 2010 as Document No. 759315, Official Records, Douglas County, Nevada.