

Assessor's Parcel ID number: 1318-27-001-009

RECORDING REQUESTED BY AND
UPON RECORDATION RETURN TO:
Bryan Cave Leighton Paisner LLP
200 South Biscayne Boulevard, Suite 400
Miami, Florida 33131
Attention: Margot Wainger, Esq.
Signed in counterpart

**OPERATING TENANT SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES AND RENTS**

THIS OPERATING TENANT SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "**Agreement**") dated October 31, 2019, between **NEVA ONE, LLC**, a Nevada limited liability company ("**Debtor**"), having an office at 50 US 50, Stateline, Nevada 89449, and **NEVA ONE PROPCO, LLC**, a Delaware limited liability company ("**Secured Party**"), having an office at 50 US 50, Stateline, Nevada 89449.

RECITALS:

WHEREAS, Secured Party is the landlord under that certain Hotel & Casino Master Operating Lease dated October 31, 2019, between Secured Party, as landlord, and Debtor, as tenant (as same may hereafter be amended or modified, the "**Operating Lease**") with respect to certain property more particularly described on Exhibit A attached hereto (the "**Property**");

WHEREAS, as security for the obligations of Debtor under the Operating Lease, Debtor has agreed, among other things, to enter into this Agreement and grant and assign to Secured Party the security interest provided for herein in the manner hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby represents, warrants, covenants and agrees as follows:

Section 1. Terms. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meaning specified therefor in the Operating Lease. As used herein the following terms shall have the meanings specified and shall include in the singular number the plural and in the plural number the singular:

"Bankruptcy Action" shall mean with respect to any Person (i) such Person filing a voluntary petition under the Bankruptcy Code or any other federal, state, local or foreign bankruptcy or insolvency law; (ii) the filing of an involuntary petition against such Person under the Bankruptcy Code or any other federal, state, local or foreign bankruptcy or insolvency law, or soliciting or causing to be solicited petitioning creditors for any involuntary petition against

such Person; (iii) such Person filing an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, by any other Person under the Bankruptcy Code or any other federal, state, local or foreign bankruptcy or insolvency law, or soliciting or causing to be solicited petitioning creditors for any involuntary petition from any Person; (iv) such Person consenting to or acquiescing in or joining in an application for the appointment of a custodian, receiver, trustee, or examiner for such Person or any portion of the Property; or (v) such Person making an assignment for the benefit of creditors, or admitting, in writing or in any legal proceeding, its insolvency or inability to pay its debts generally as they become due.

“**Bankruptcy Code**” shall mean Title 11 of the United States Code entitled “**Bankruptcy**”, as amended from time to time, and any successor statute or statutes and all rules and regulations from time to time promulgated thereunder, and any comparable foreign laws relating to bankruptcy, insolvency or creditors’ rights.

“**Collateral**” shall mean all of Debtor’s right, title and interest in and under or arising out of each and all of the following, and whether now existing or hereafter arising or acquired, including, but not limited to, the following:

(a) Equipment. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications, elevator fixtures, inventory and goods), furniture, software used in or to operate any of the foregoing, inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor (including, but not limited to, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, silverware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers), other customary hotel equipment and gaming equipment and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Property, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Property and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Property, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Property (those portions of the foregoing constituting equipment under applicable Legal Requirements, the “**Equipment**”, those portions of the foregoing constituting personal property under applicable Legal Requirements, the “**Personal Property**”, those portions of the foregoing constituting fixtures under applicable Legal Requirements, the “**Fixtures**” and all of the foregoing, collectively, the “**Equipment, Fixtures and Personal**

Property”), and the right, title and interest of Debtor in and to any of the foregoing which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the “**Uniform Commercial Code**”), and all proceeds and products of the above;

(b) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, rental agreements, registration cards and agreements, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Property or the buildings, structures or other improvements thereon, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases or other agreements entered into in connection with such leases, subleases, subsubleases or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any Bankruptcy Action (collectively, the “**Leases**”) and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Action) or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, registration fees, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property (or any portion thereof) including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or grant of the right of the use and/or occupancy of the Property (or any portion thereof) or rendering of services by Debtor or any manager or operating of the Property and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any Bankruptcy Action, including, without limitation, including, all hotel receipts, revenues and credit card receipts collected from guest rooms, restaurants, bars, mini-bars, meeting rooms, banquet rooms and recreational facilities and otherwise, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of possession, use and/or occupancy of the Property (or any portion thereof) and/or rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the buildings, structures or other improvements located on the Property (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales (collectively, the “**Rents**”), and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment and performance of the Secured Obligations;

(c) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to

receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the “**Insurance Proceeds**”);

(d) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the “**Awards**”);

(e) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(f) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(g) Agreements. All agreements (including, without limitation, the Franchise Agreement), contracts, certificates, instruments, franchises, permits (to the extent assignable), licenses (to the extent assignable), plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property or buildings, structure or other improvements located thereon and any part thereof and any or buildings, structure or other improvements located on the Property or respecting any business or activity conducted on the or buildings, structure or other improvements located on the Property and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder; and the foregoing shall include, any alcoholic beverages, hotel, food, or other license necessary or required for the use and/or occupancy of the Property as operated as of the date hereof;

(h) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(i) Accounts. All (I) reserves, escrows and deposit accounts (including, without limitation, the OpCo Clearing Account (as defined below) maintained by or on behalf of Debtor with respect to the Property, including, without limitation, any and all reserve accounts established or maintained in connection with the Operating Lease Documents, Franchise Agreement and/or the Equipment, Fixtures and Personal Property; together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time, and all proceeds, products, distributions or dividends or substitutions thereon and thereof and (II) right, title and interest of Debtor arising from the operation of the Property in and to all payments for goods or property sold or leased or for services rendered, whether or not yet earned by performance, and not evidenced by an instrument or chattel paper, (hereinafter referred to as

“**Accounts Receivable**”) including, without limiting the generality of the foregoing, (A) all accounts, contract rights, book debts, and notes arising from the operation of a hotel on the Property and the Improvements or arising from the sale, lease or exchange of goods or other property and/or the performance of services, (B) Debtor’s rights to payment from any consumer credit/charge card organization or entities which sponsor and administer such cards as the American Express Card, the Visa Card and the Mastercard, (C) Debtor’s rights in, to and under all purchase orders for goods, services or other property, (D) Debtor’s rights to any goods, services or other property represented by any of the foregoing, (E) monies due to or to become due to Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of Debtor) and (F) all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing. Accounts Receivable shall include those now existing or hereafter created, substitutions therefor, proceeds (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any and all of the foregoing and proceeds therefrom (collectively, the “**Accounts**”). For the avoidance of doubt, Secured Party acknowledges and agrees that the funds necessary to meet the Gaming Liquidity Requirement and any account in which Operating Tenant maintains such funds (other than the OpCo Clearing Account) shall be expressly excluded from Collateral.

(j) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (i) including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation claims (or other claims); and

(k) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (j) above.

“**Creditors Rights Laws**” shall mean any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to its debts or debtors.

“**Debt**” shall have the meaning set forth in the Loan Agreement.

“**Event of Default**” shall mean a default by Debtor under or otherwise relating to the Operating Lease after the expiration of any applicable notice or cure period, including, without limitation, any default arising thereunder as a result of the cross-default provisions set forth in the Subordination Agreement.

“**Gaming Authority**” shall have the meaning set forth in the Loan Agreement.

“**Gaming Laws**” shall have the meaning set forth in the Loan Agreement.

“**Gaming License**” shall have the meaning set forth in the Loan Agreement.

“**Gaming Liquidity Requirement**” shall have the meaning set forth in the Loan Agreement.

“Mortgagee” shall have the meaning set forth in the Operating Lease.

“Loan Agreement” shall mean that certain Loan Agreement, dated as of the date hereof, between Mortgagee and Secured Party, as the same may hereafter be amended or modified.

“Mortgage Loan” shall have the meaning set forth in the Operating Lease.

“Mortgage Loan Documents” shall have the meaning set forth in the Operating Lease.

“OpCo Clearing Account” shall have the meaning set forth in the Loan Agreement.

“OpCo Clearing Account Agreement” shall have the meaning set forth in the Loan Agreement.

“Operating Lease” shall have the meaning set forth in the recitals hereto.

“Operating Lease Documents” shall mean, collectively, this Agreement, the Operating Lease, the Subordination Agreement, the Operating Lease Guaranty, the OpCo Clearing Account Agreement and each other document and instrument in any way relating to the Operating Lease, including, without limitation, any promissory note now or hereafter executed by Debtor to Secured Party.

“Operating Lease Guaranty” shall mean that certain Guaranty and Suretyship Agreement dated October 31, 2019, executed by Paragon Gaming Management LLC, a Nevada limited liability company, Diana L. Bennett as Trustee of the Diana L. Bennett Gaming Trust and G. Scott Menke as Trustee of the G. Scott Menke Gaming Trust, respectively (individually and collectively, **“Lease Guarantor”**).

“Organizational Documents” shall mean, with respect to any Person who is not a natural person, the certificate or articles of incorporation, memorandum of association, articles of association, trust agreement, by-laws, partnership agreement, limited partnership agreement, certificate of partnership or limited partnership, limited liability company articles of organization, limited liability company operating agreement, certificate of formation, or any other organizational document, and all shareholder agreements, voting trusts and similar arrangements with respect to its stock, partnership interests, membership interests or other equity interests.

“Person” shall mean any individual, partnership, corporation (including a business trust), limited liability company, joint stock company, estate, trust, unincorporated association, joint venture or other entity or a government or an agency or political subdivision thereof.

“Property” shall mean the property more particularly described in Exhibit A attached hereto.

“**Recycled SPE Certificate**” shall mean that certain Certificate Re “Recycled” Single-Purpose Entity executed by Debtor and delivered to Secured Party and Mortgagee in connection with this Agreement and the Subordination Agreement.

“**Secured Obligations**” means any and all present or future indebtedness, liabilities or obligations of Debtor to Secured Party under the Operating Lease and each other Operating Lease Document, including, without limitation, costs of collection and enforcement.

“**Subordination Agreement**” shall mean that certain Operating Lease Subordination Agreement, dated October 31, 2019, among Debtor, Secured Party and Mortgagee, as same may be amended or modified.

Section 2. Security Interests. As security for the payment and performance of all Secured Obligations, Debtor hereby grants and assigns to Secured Party a continuing first security interest in all of Debtor’s right, title and interest in the Collateral, whether now existing or hereafter arising or acquired and wherever located. Subject to the terms of this Agreement and all other Operating Lease Documents, the Debtor shall be entitled to use and enjoy the Collateral.

Section 3. Security Agreement. This Agreement is a “security agreement” within the meaning of the Uniform Commercial Code. The Property includes personal property and all other rights and interests, whether tangible or intangible in nature, of Debtor in the Property. By executing and delivering this Agreement, Debtor hereby grants to Secured Party, as security for the Secured Obligations, a security interest in the Personal Property to the full extent that the Personal Property may be subject to the Uniform Commercial Code.

Section 4. Fixture Filing. Certain of the Property is or will become “fixtures” (as that term is defined in the Uniform Commercial Code) on the Property, and this Agreement, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures.

Section 5. Assignment of Rents.

(a) Debtor hereby absolutely and unconditionally assigns to Secured Party all of Debtor’s right, title and interest in and to all current and future Leases and Rents; it being intended by Debtor that this assignment constitutes a present, absolute and irrevocable assignment and not an assignment for additional security only. Nevertheless, Secured Party grants to Debtor a revocable license to collect, receive, use and enjoy the Rents and Debtor shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Secured Obligations, for use in the payment of such sums.

(b) Upon the occurrence of an Event of Default, the license granted to Debtor in Section 5(a) hereof shall automatically be revoked, and Secured Party shall immediately be entitled to possession of all Rents and all sums due under any lease guaranties, whether or not Secured Party enters upon or takes control of the Property. In addition, Secured Party may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for

the Secured Obligations, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Debtor and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Debtor and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Secured Party may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and all sums due under all lease guaranties, including, without limitation, those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Secured Party may deem proper, and may apply the Rents and sums received pursuant to any lease guaranties to the payment of the following in such order and proportion as Secured Party in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Secured Party may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Secured Party may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Secured Obligations, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence of an Event of Default, Secured Party, at its option, may (1) complete any construction on the Property in such manner and form as Secured Party deems advisable, (2) exercise all rights and powers of Debtor, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any lease guaranties, (3) either require Debtor to pay monthly in advance to Secured Party, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in the possession of Debtor, or (4) require Debtor to vacate and surrender possession of the Property to Secured Party or to such receiver and, in default thereof, Debtor may be evicted by summary proceedings or otherwise.

(c) Secured Party may take or release other security for the payment of the Secured Obligations, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the payment of the Secured Obligations without prejudice to any of its rights under this Agreement.

(d) The exercise by Secured Party of the option granted it in Section 5 of this Agreement and the collection of the Rents and sums due under any lease guaranties and the application thereof as herein provided shall not be considered a waiver of any Default or Event of Default by Debtor under the Operating Lease Documents. The failure of Secured Party to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Agreement. Debtor shall not be relieved of Debtor's obligations hereunder by reason of (a) the failure of Secured Party to comply with any request of Debtor or any other party to take any action to enforce any of the provisions hereof or of the Operating Lease Documents, (b) the release regardless of consideration, of the whole or any part of the Collateral, or (c) any agreement or stipulation by Secured Party extending the time of payment or otherwise modifying or supplementing the terms of this Agreement or the Operating Lease Documents. Secured

Party may resort for the payment of the Secured Obligations to any other security held by Secured Party in such order and manner as Secured Party, in its sole discretion, may elect. Secured Party may take any action to recover the Secured Obligations, or any portion thereof, without prejudice to the right of Secured Party thereafter to enforce its rights under this Agreement. The rights of Secured Party under this Agreement shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Secured Party shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

(e)

(i) Upon or at any time after the occurrence of an Event of Default, Secured Party shall have the right to proceed in its own name or in the name of Debtor in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Debtor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under any Creditors Rights Laws.

(ii) If there shall be filed by or against Debtor any Bankruptcy Action, and Debtor, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365 of the Bankruptcy Code, then Debtor shall give Secured Party not less than ten (10) days' prior notice of the date on which Debtor shall apply to the bankruptcy court for authority to reject such Lease. Secured Party shall have the right, but not the obligation, to serve upon Debtor within such ten (10) day period a notice stating that (i) Secured Party demands that Debtor assume and assign the Lease to Secured Party pursuant to Section 365 of the Bankruptcy Code and (ii) Secured Party covenants to cure or provide adequate assurance of future performance under the Lease. If Secured Party serves upon Debtor the notice described in the preceding sentence, Debtor shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after Secured Party notice shall have been given, subject to the performance by Secured Party of the covenant provided for in clause (ii) of the preceding sentence.

(f) Nothing contained in this Agreement and no act done or omitted by Secured Party pursuant to the power and rights granted to Secured Party hereunder shall be deemed to be a waiver by Secured Party of its rights and remedies under the Operating Lease and this Agreement is made and accepted without prejudice to any of the rights and remedies possessed by Secured Party under the terms thereof. The right of Secured Party to collect the Secured Obligations and to enforce any other security therefor held by it may be exercised by Secured Party either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Debtor hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the Secured Obligations of Debtor under this Agreement or the Operating Lease or otherwise with respect to the Operating Lease in any action or proceeding brought by Secured Party to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Agreement or the Operating Lease (provided, however, that the foregoing shall not be deemed a waiver of Debtor's right to assert any compulsory counterclaim if such counterclaim is

compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Debtor's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Secured Party in any separate action or proceeding).

Section 6. General Representations, Warranties and Covenants. Debtor represents, warrants and covenants, which representations, warranties and covenants shall survive execution and delivery of this Agreement, as follows:

(a) This Agreement is made pursuant to and upon all the warranties, representations, covenants, and agreements on the part of Debtor contained herein, in the Operating Lease, in the other Operating Lease Documents and otherwise made in writing in connection herewith or therewith.

(b) Except for the security interest of Secured Party therein and except for Permitted Liens, Debtor is, and as to Collateral acquired from time to time after the date hereof Debtor will be, the owner of all the Collateral free from any lien, security interest, encumbrance or other right, title or interest of any Person and Debtor shall defend the Collateral against all claims and demands of all Persons at any time claiming the same or any interest therein adverse to Secured Party.

(c) There is no financing statement (or similar statement or instrument of registration under the law of any jurisdiction) now on file or registered in any public office, listing Debtor or any partner of Debtor as the debtor hereunder, covering any interest of any kind in the Collateral, or intended so to be, which has not been terminated or released by the secured party named therein and so long as the Debtor's obligations under the Operating Lease Documents remain in effect or any of the Secured Obligations of Debtor remain unpaid, Debtor will not execute and there will not be on file in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to the Collateral, except financing statements filed or to be filed in respect of and covering the security interest of Secured Party hereby granted and provided for and in connection with the Permitted Liens.

(d) The chief executive office of Debtor is located at 6650 Via Austi Parkway, Suite 150, Las Vegas, Nevada 89119 and the chief place of business of Debtor is located at 50 Highway 50, Stateline, Nevada 89449, and Debtor will not move its chief executive office and chief place of business except to such new location as Debtor may establish in accordance with the last sentence of this Section 6(d). The originals of all documents (as well as all duplicates thereof) evidencing all Accounts and all other contract rights or accounts and other property of Debtor and the only original books of account and records of Debtor relating thereto are, and will continue to be, kept at such chief executive office or at such new location as Debtor may establish in accordance with the last sentence of this Section 6(d). Debtor shall establish no such new location until (i) it shall have given to Secured Party and Mortgagee not less than thirty (30) days' prior written notice of its intention so to do, clearly describing such new location and providing such other information in connection therewith as Secured Party or Mortgagee may reasonably request and (ii) with respect to such new location, it shall have taken such action, satisfactory to Secured Party and Mortgagee (including, without limitation, all actions required

by Section 7 hereof), to maintain the security interest of Secured Party in the Collateral intended to be granted at all times fully perfected and in full force and effect.

(e) Debtor will not move any such Collateral to, or place any Collateral at, any other location except such new location(s) as Debtor may establish in accordance with the next sentence of this Section 6(e). Debtor shall establish no such new location until (i) it shall have given to Secured Party and Mortgagee not less than thirty (30) days' prior written notice of its intention so to do, clearly describing such new location and providing such other information in connection therewith as Secured Party or Mortgagee may reasonably request and (ii) with respect to such new location, it shall have taken such action, satisfactory to Secured Party and Mortgagee (including, without limitation, all actions required by Section 9 hereof), to maintain the security interest of Secured Party in such Collateral at all times fully perfected and in full force and effect.

(f) The name of Debtor is as set forth on the signature page hereto and Debtor shall not change such name, conduct its business in any other name or take title to the Collateral in any other name while this Agreement remains in effect. Debtor has never had any name, or conducted business under any name in any jurisdiction, other than its name set forth on the signature page hereto.

(g) Debtor will: (i) without limiting the provisions of the Operating Lease Documents, keep the Collateral insured at all times in accordance with the provisions of the Mortgage Loan Documents, (ii) upon request by Secured Party or Mortgagee, promptly deliver the insurance policies or certificates thereof to Secured Party and Mortgagee, and (iii) keep the Collateral in good condition at all times (normal wear and tear excepted) and maintain same in accordance with all manufacturer's specifications and requirements. Upon any failure of Debtor to comply with its obligations pursuant to this Section 6(g), Secured Party may, at its option, and without affecting any of its other rights or remedies provided herein or as a secured party under the Uniform Commercial Code, procure the insurance protection it deems necessary and/or cause repairs or modifications to be made to the Collateral and the cost of either or both of which shall be a lien against the Collateral added to the amount of the indebtedness secured hereby.

(h) Debtor hereby assigns to Secured Party all of Debtor's right, title and interest in and to any and all moneys which may become due and payable with respect to the Collateral under any policy insuring the Collateral, including return of unearned premium, and directs any such insurance company to make payment directly to Secured Party; and authorizes Secured Party to apply such moneys in payment on account of the Secured Obligations, whether or not due, or toward replacement of the Collateral.

(i) Debtor will not use the Collateral in violation of any statute or ordinance or applicable insurance policy and will promptly pay all taxes and assessments levied against the Collateral.

(j) Subject to the terms of the Mortgage Loan Documents, Debtor will not sell, transfer, change the registration, if any, dispose of, attempt to dispose of, substantially modify or abandon the Collateral or any material part thereof, without the prior written consent

of Secured Party and Mortgagee, provided, that, Debtor may sell or otherwise dispose of obsolete or worn out Collateral no longer used or useful in its business.

(k) Debtor is and until the debt has been repaid in full, shall continue to comply with the covenants set forth on Exhibit G of the Operating Lease. Debtor has delivered to Secured Party and Mortgagee true, correct and complete copies of all of the Organizational Documents of Debtor and its direct and indirect owners, and Debtor shall not permit or consent to any amendments to any such Organizational Documents without the prior written consent of Secured Party and Mortgagee.

(l) Debtor will indemnify and hold Secured Party and Mortgagee harmless from and against any loss, liability, damage, costs and expenses whatsoever arising from Debtor's use, operation, ownership or possession of the Collateral or any part thereof.

(m) Debtor will not enter into any agreement that is inconsistent with Debtor's obligations under this Agreement or any other Operating Lease Document, without the prior written consent of Secured Party and Mortgagee.

(n) Upon the occurrence and during the continuance of an Event of Default and at any time thereafter (x) Secured Party may enter upon any Property on which the Collateral or any part thereof is located and remove such Collateral from such Property and (y) at its own expense, Debtor shall (upon request of Secured Party) assemble the Collateral (or such portion thereof as is covered by such request) and make it available to Secured Party at a place designated by Secured Party.

Section 7. Special Provisions Concerning Remedies and Sale. In addition to any rights and remedies now or hereafter granted under applicable law and not by way of limitation of any such rights and remedies, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction in addition to the rights and remedies provided herein and in any other agreement executed in connection therewith whereby Debtor has granted any lien to Secured Party. Without in any way limiting the foregoing and without limiting any rights existing under the other Operating Lease Documents, upon the giving of notice to Debtor of Secured Party's intent to pursue any one or all of the following or any other remedies after and during the continuance of an Event of Default:

(a) Secured Party shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction in addition to the rights and remedies provided herein and in any other document whereby Debtor has granted any lien or security interest to Secured Party. Secured Party shall have the right, without further notice to, or assent by, Debtor, in the name of Debtor or in the name of Secured Party or otherwise:

(i) to ask for, demand, collect, receive, compound and give acquaintance for the Accounts or any part thereof;

(ii) to extend the time of payment of, compromise or settle for cash, credit or otherwise, and upon any terms and conditions, any of the Accounts;

(iii) to endorse the name of Debtor on any checks, drafts or other orders or instruments for the payment of moneys payable to Debtor which shall be issued in respect of any Account;

(iv) file any claims, commence, maintain or discontinue any actions, suits or other proceedings deemed by Secured Party necessary or advisable for the purpose of collecting or enforcing payment of any Account;

(v) to make test verifications of the Accounts or any portion thereof;

(vi) to notify any or all account debtors under any or all of the Accounts to make payment thereof directly to Secured Party for the account of Secured Party and to require Debtor to forthwith give similar notice to the account debtors;

(vii) to require Debtor forthwith to account for and transmit to Secured Party in the same form as received all proceeds (other than physical property) of collection of Accounts received by Debtor and, until so transmitted, to hold the same in trust for Secured Party and not commingle such proceeds with any other funds of Debtor;

(viii) to take possession of any or all of the Collateral and, for that purpose, to enter, with the aid and assistance of any Person or Persons and with or without legal process, any Property where the Collateral, or any part thereof, are, or may be, placed or assembled, and to remove any of such Collateral;

(ix) to execute any instrument and do all other things necessary and proper to protect and preserve and realize upon the Collateral and the other rights contemplated hereby;

(x) upon notice to such effect, to require Debtor to deliver, at Debtor's expense, any or all Collateral to Secured Party at a place designated by Secured Party and after delivery thereof Debtor shall have no further claim to or interest in the Collateral; and

(xi) without obligation to resort to other security, at any time and from time to time, to sell, re-sell, assign and deliver all or any of the Collateral, in one or more parcels at the same or different times, and all right, title and interest, claim and demand therein and right of redemption thereof, at public or private sale, for cash, upon credit or for future delivery, and at such price or prices and on such terms as Secured Party may determine, with the amounts realized from any such sale to be applied to the Secured Obligations in the manner determined by Secured Party.

Debtor hereby agrees that all of the foregoing may be effected without demand, advertisement or notice (except as otherwise provided herein or as may be required by law), all of which (except as otherwise provided) are hereby expressly waived, to the extent permitted by law. Secured Party shall not be obligated to do any of the acts hereinabove authorized, but in the event that Secured Party or Mortgagee elects to do any such act, Secured Party and/or Mortgagee shall not be responsible to Debtor except for such Person's own gross negligence or willful misconduct.

(b) Without limiting any of the other rights and remedies available to Secured Party hereunder or at law, Secured Party may take legal proceedings for the appointment of a receiver or receivers (to which Secured Party shall be entitled as a matter of right) to take possession of the Collateral pending the sale thereof pursuant either to the powers of sale granted by this Agreement or to a judgment, order or decree made in any judicial proceeding for the foreclosure or involving the enforcement of this Agreement. If, after the exercise of any or all of such rights and remedies, any of the Secured Obligations shall remain unpaid, Debtor shall remain liable for any deficiency. After termination of this Agreement and the Operating Lease Documents and the indefeasible payment in full of the Secured Obligations, any proceeds of the Collateral received or held by Secured Party shall, subject to the rights of any other Persons arising under contract, law or otherwise, be turned over to Debtor and any remaining Collateral shall be reassigned to Debtor by Secured Party without recourse to Secured Party and without any representations, warranties or agreements of any kind.

(c) Upon any sale of any of the Collateral, whether made under the power of sale hereby given or under judgment, order or decree in any judicial proceeding for the foreclosure or involving the enforcement of this Agreement:

(i) Secured Party may bid for and purchase the property being sold, and upon compliance with the terms of sale may hold, retain and possess and dispose of such property in its own absolute right without further accountability, and may, in paying the purchase money therefor, deliver any instruments evidencing the Secured Obligations or agree to the satisfaction of all or a portion of the Secured Obligations in lieu of cash in payment of the amount which shall be payable thereon, and such instruments, in case the amounts so payable thereon shall be less than the amount due thereon, shall be returned to Secured Party after being appropriately stamped to show partial payment;

(ii) Secured Party may make and deliver to the purchaser or purchasers a good and sufficient deed, bill of sale and instrument of assignment and transfer of the property sold;

(iii) Secured Party is hereby irrevocably appointed the true and lawful attorney-in-fact (with full power of substitution), coupled with an interest of Debtor in its name and stead, to make all necessary deeds, bills of sale and instruments of assignment and transfer of the property thus sold and for such other purposes as are necessary or desirable to effectuate the provisions (including, without limitation, this Section 7) of this Agreement, and for that purpose it may execute and deliver all necessary deeds, bills of sale and instruments of assignment and transfer, and may substitute one or more Persons with like power, Debtor hereby ratifying and confirming all that its said attorney, or such substitute or substitutes, shall lawfully do by virtue hereof but if so requested by Secured Party or by any purchaser, Debtor shall ratify and confirm any such sale or transfer by executing and delivering to Secured Party or to such purchaser all property, deeds, bills of sale, instruments or assignment and transfer and releases as may be designated in any such request;

(iv) all right, title, interest, claim and demand whatsoever, either at law or in equity or otherwise, of Debtor of, in and to the property so sold shall be divested;

such sale shall be a perpetual bar both at law and in equity against Debtor, its successors and assigns, and against any and all Persons claiming or who may claim the property sold or any part thereof from, through or under Debtor, its successors or assigns;

(v) the receipt of Secured Party or of the officer thereof making such sale shall be a sufficient discharge to the purchaser or purchasers at such sale for his or their purchase money, and such purchaser or purchasers, and his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of Secured Party or of such officer therefor, be obliged to see to the application of such purchase money or be in any way answerable for any loss, misapplication or non-application thereof; and

(vi) to the extent that it may lawfully do so, and subject to any legal requirement that Secured Party act in a commercially reasonable manner, Debtor agrees that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption laws, or any law permitting it to direct the order in which the Collateral or any part thereof shall be sold, now or at any time hereafter in force, which may delay, prevent or otherwise affect the performance or enforcement of this Agreement, the other Operating Lease Documents, or any other agreement executed in connection therewith whereby Debtor has granted any lien or security interest to Secured Party, and Debtor hereby expressly waives all benefit or advantage of any such laws and covenants that it will not hinder, delay or impede the execution of any power granted or delegated to Secured Party in this Agreement, but will suffer and permit the execution of every such power as though no such laws were in force. In the event of any sale of Collateral pursuant to this Section, Secured Party shall, at least ten (10) days before such sale, give Debtor written, telegraphic or telex notice of its intention to sell, except that, if Secured Party shall determine in its sole discretion that any of the Collateral threatens to decline speedily in value, any such sale may be made upon three days' written, telegraphic or telex notice to Debtor.

(d) In order to enforce its rights hereunder, Secured Party may seek and obtain the appointment of a receiver, trustee, liquidator or conservator of the Property and/or Debtor's leasehold interest therein and/or the Collateral without notice and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Debtor, any guarantor or indemnitor under the Operating Lease or any other Person liable for the payment of the Secured Obligations. Debtor acknowledges and agrees that all rights granted to Secured Party hereunder may be exercised in whole or in part by Mortgagee.

Section 8. Application of Moneys.

(a) Except as otherwise provided herein, all moneys which Secured Party shall receive, in accordance with the provisions hereof, shall be applied (to the extent thereof) in the following manner: First, to the payment of all costs and expenses incurred in connection with the administration and enforcement of, or the preservation of any rights under, this Agreement or any of the reasonable expenses and disbursements of Secured Party (including, without limitation, the reasonable fees and disbursements of its counsel and agents); Second, to the

payment of all other Secured Obligations in such order as Secured Party may determine; and Third, any surplus of such cash or cash proceeds held by Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to whomsoever may be lawfully entitled to receive such surplus.

(b) If after applying any amounts which Secured Party has received in respect of the Collateral any of the Secured Obligations remain unpaid, Debtor shall continue to be liable for any deficiency.

Section 9. Fees and Expenses, etc. Any and all fees, costs and expenses of whatever kind or nature, including but not limited to the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with this Agreement, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, reasonable fees and other costs relating to the encumbrances or otherwise protecting, maintaining, preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Debtor on demand by Secured Party and until so paid shall be added to the principal amount of the Secured Obligations. In addition, Debtor will pay, and indemnify and hold Secured Party and Mortgagee harmless from and against, any and all liabilities, obligations, losses, damages penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the Collateral.

Section 10. Miscellaneous.

(a) All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person, (b) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Mortgagee: BSPRT CRE Finance, LLC
1345 Avenue of the Americas, Suite 32A
New York, New York 10105
Attention: Micah Goodman, General Counsel

with a copy to: Bryan Cave Leighton Paisner LLP
200 S. Biscayne Boulevard, Suite 400
Miami, Florida 33131
Attention: Eugene Balshem, Esq.

If to Secured Party: Neva One PropCo, LLC
6650 Via Austi Parkway, Suite 150
Las Vegas, Nevada 89119
Attention: John Cahill

with a copy to: Dickinson Wright PLLC
350 South Main Street, Suite 300
Ann Arbor, Michigan 48104
Attention: Colleen M. Shevnock, Esq.

If to Debtor: Neva One, LLC
6650 Via Austi Parkway, Suite 150
Las Vegas, Nevada 89119
Attention: John Cahill

with a copy to: Dickinson Wright PLLC
350 South Main Street, Suite 300
Ann Arbor, Michigan 48104
Attention: Colleen M. Shevnock, Esq.

or addressed as such party may from time to time designate by written notice to the other parties.

Any party by notice to the other may designate additional or different addresses for subsequent notices or communications.

(b) No delay on the part of Secured Party in exercising any of its rights, remedies, powers and privileges hereunder or partial or single exercise thereof, shall constitute a waiver thereof. None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by Debtor and Secured Party. No notice to or demand on Debtor in any case shall entitle Debtor to any other or further notice or demand in similar or other circumstances or constitute a waiver of any of the rights of Secured Party to any other or further action in any circumstances without notice or demand.

(c) The obligations of Debtor hereunder shall remain in full force and effect without regard to, and shall not be impaired by (i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Debtor; (ii) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of this Agreement, any other Operating Lease Document, any other agreement executed in connection therewith whereby Debtor has granted any lien or security interest to Secured Party, the Secured Obligations or any security for any of the Secured Obligations; or (iii) any amendment to or modification of any of the foregoing; whether or not Debtor shall have notice or knowledge of any of the foregoing. The rights and remedies of Secured Party herein provided are cumulative and not exclusive of any rights or remedies which Secured Party would otherwise have.

(d) This Agreement shall be binding upon Debtor and its successors and assigns and shall inure to the benefit of Secured Party and its successors and assigns, except that Debtor may not transfer or assign any of its obligations, rights or interest hereunder without the prior written consent of Secured Party and Mortgagee and any such purported assignment by Debtor, without such prior written consent of Mortgagee and Secured Party, shall be void. All agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement.

(e) The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

(f) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(g) All rights, remedies and powers provided by this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and the provisions hereof are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered or filed under the provisions of any applicable law.

(h) It is expressly agreed that, anything herein or in any other Operating Lease Document to the contrary notwithstanding, that Debtor shall remain liable to perform all of the obligations, if any, assumed by it with respect to the Collateral and Secured Party shall not have any obligations or liabilities with respect to any Collateral by reason of or arising out of this Agreement, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Debtor under or pursuant to any or in respect of any Collateral.

(i) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which counterparts taken together shall be deemed to constitute one and the same instrument.

(j) DEBTOR AND SECURED PARTY EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR THE MORTGAGE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY DEBTOR AND SECURED PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

(k) The Schedules and Exhibits annexed hereto are hereby incorporated herein as a part of this Agreement with the same effect as if set forth in the body hereof.

(l) The parties hereto acknowledge that they were represented by competent counsel in connection with the negotiation, drafting and execution of the Operating Lease

Documents and that such Operating Lease Documents shall not be subject to the principle of construing their meaning against the party which drafted same.

(m) This Agreement, the obligations arising hereunder and all disputes between the parties under or related to this Agreement or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Nevada, applicable to contracts executed in and to be performed entirely within the State of Nevada, without regard to the conflicts of laws principles thereof.

Section 11. Pledge to Mortgagee. The Debtor acknowledges, agrees and consents to the pledge by Secured Party to Mortgagee of all of Secured Party's rights, title, and interests in the Collateral, this Agreement and in the other Operating Lease Documents as collateral security for the Secured Party's obligations to Mortgagee. The Debtor agrees that all notices, requests, demands or other material correspondence delivered to or required to be delivered to Secured Party hereunder shall simultaneously be delivered to Mortgagee, it being understood that no such notice, request, demand, or other material correspondence shall be effective unless same has been delivered to Mortgagee as provided above. In addition, each of the Secured Party and Debtor understand, acknowledge and agree that (i) this Agreement may not be amended, modified or terminated without Mortgagee's prior written consent and any such attempted amendment, modification or termination effected without Mortgagee's prior written consent shall be void, (ii) no enforcement action, consent, approval, waiver or other action taken or purportedly taken hereunder by Secured Party shall be effective unless Secured Party shall have received Mortgagee's prior written consent thereto and (iii) all payments required to be made by Debtor hereunder shall be paid as provided in the Mortgage Loan Documents to or for the benefit of Mortgagee or as Mortgagee shall otherwise direct in writing. All powers of attorney granted by Debtor to Secured Party hereunder or under any other Operating Lease Document shall include Mortgagee and inure to Mortgagee's benefit.

Section 12. Further Assurances. Debtor shall, at Debtor's sole cost and expense:

(a) execute and deliver to Secured Party such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or reasonably required, to evidence, preserve and/or protect the collateral at any time securing or intended to secure the Secured Obligations, as Secured Party may reasonably require (including, without limitation, the execution and delivery of all such writings necessary to transfer any liquor licenses with respect to the Collateral into the name of Secured Party or its designee after the occurrence of an Event of Default); and

(b) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of the Operating Lease Documents, as Secured Party shall reasonably require from time to time, provided, however, that this Section 12 shall not require Debtor to increase Debtor's obligations and/or liabilities under the Operating Lease Documents (other than in de minimis respects) or decrease Debtor's rights under the Operating Lease Documents.

Section 13. Authorization to File Financing Statements. Power of Attorney.

Debtor hereby authorized Secured Party at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable law, as applicable to all or part of the Personal Property and as necessary or required in connection herewith, and Secured Party is hereby authorized to describe the collateral as “all assets” of Debtor on such financing statements. For purposes of such filings, Debtor agrees to furnish any information requested by Secured Party promptly upon request by Secured Party. Debtor also ratifies its authorization for Secured Party to have filed any like initial financing statements, amendments thereto or continuation statements, if filed prior to the date of this Agreement. Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent of Secured Party, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Debtor or in Debtor’s own name to execute in Debtor’s name any such documents and otherwise to carry out the purposes of this Section 13, to the extent that Debtor’s authorization above is not sufficient and Debtor fails or refuses to promptly execute such documents. To the extent permitted by law, Debtor hereby ratifies all acts said attorneys in fact have lawfully done in the past or shall lawfully do or cause to be done in the future by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

Section 14. OPERATING TENANT IS A PARTY TO A LICENSE AGREEMENT WITH HR LICENSOR WEST, LLC THAT ENABLES IT TO OPERATE A CASINO OR HOTEL/CASINO USING THE TRADEMARKS “HARD ROCK CASINO”, “HARD ROCK HOTEL” AND “HARD ROCK HOTEL & CASINO”. NEITHER HR LICENSOR WEST, LLC NOR ITS AFFILIATES OWN SUCH CASINO OR HOTEL/CASINO OR ARE A PARTY TO THIS AGREEMENT AND HAVE NOT PROVIDED OR REVIEWED, AND ARE NOT RESPONSIBLE FOR, ANY DISCLOSURES OR OTHER INFORMATION SET FORTH HEREIN.

Section 15. Secured Party agrees that its rights and remedies are subject to the terms of Section 14.19 of the Operating Lease.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

DEBTOR:

NEVA ONE, LLC,
a Nevada limited liability company

By: Paragon HRLT Holdings, LLC,
a Nevada limited liability company,
its Manager

By: *Diana L. Bennett*
Name: Diana L. Bennett
Title: Manager

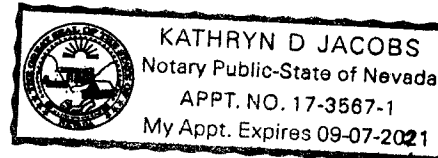
STATE OF Nevada)
) ss.
County of Clark)

On the 17th day of October, 2019, before me, the undersigned, personally appeared Diana L. Bennett personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the County of Clark.

Kathryn D. Jacobs
Notary Public

My commission expires:

9/7/2021



SECURED PARTY:

NEVA ONE PROPCO, LLC,
a Delaware limited liability company

By: Paragon HRLT Holdings, LLC,
a Nevada limited liability company,
its Manager

By: *Diana L. Bennett*
Name: Diana L. Bennett
Title: Manager

STATE OF Nevada)
) ss.
County of Clark)

On the 17th day of October, 2019, before me, the undersigned, personally appeared Diana L. Bennett personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the

County of Clark

Kathryn D Jacobs
Notary Public

My commission expires:

9/7/2021

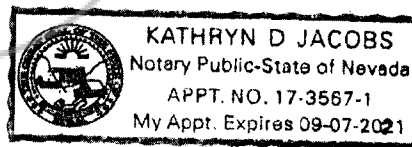


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

A parcel of land located within a portion of the East One-Half (E ½) 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 being the intersection of the Westerly right-of-way line of U.S. Highway 50 and the Nevada/California State Line, which bears South 48°39'46" East, 991.89 feet from the General Land Office State Line Monument as shown on the Record of Survey for Park Cattle Company, Document No. 155945 of the Douglas County Recorder's Office;

Thence North 27°59'57" East, along said Westerly right-of-way line, 745.71 feet to the TRUE POINT OF BEGINNING;

Thence North 62°01'24" West, 1105.54 feet to a Brass Cap in concrete;

Thence North 27°58'53" East, 713.86 feet to a 5/8" rebar and cap marked LS#625 on the Southerly right-of-way line of Loop Road per Document No. 24881 of the Douglas County Recorder's Office;

Thence 161.15 feet along said Southerly right-of-way line and along the arc of a curve to the right having a central angle of 07°53'30" and a radius of 1170.00 feet (chord bears North 73°30'38" East, 161.02 feet);

Thence South 62°00'03" East, 990.89 feet to said Westerly right-of-way line;

Thence South 27°59'57" West, along said Westerly right-of-way line, 826.26 feet to the POINT OF BEGINNING.

Said land is also shown on that certain Record of Survey Supporting a Boundary Line Adjustment for Park Cattle Co., filed in the Office of the County Recorder of Douglas County, State of Nevada on March 27, 1992 in Book 392, Page 4659 as Document No. 274260, Official Records.

Assessor's Parcel Number: 1318-27-001-009