

1318-27-002-003; 1318-27-002-004;
1318-27-002-005; 1318-27-002-007;
1318-27-002-002

APN# _____

DOUGLAS COUNTY, NV **2023-999900**
Rec:\$40.00
\$40.00 Pgs=6 **08/25/2023 03:13 PM**
ROBERTSON JOHNSON MILLER & WILLIAMSON
SHAWNYNE GARREN, RECORDER

Recording Requested by/Mail to:

Name: SS Management, LLC

Address: P. O. Box 257

City/State/Zip: Glenbrook, NV 89413

Mail Tax Statements to:

Name: SS Management, LLC

Address: P. O. Box 257

City/State/Zip: Glenbrook, NV 89413

First Amendment to Deed Restrictive Covenants Running with Land

Title of Document (required)

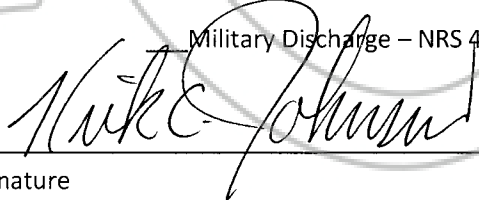
------(Only use if applicable)-----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)



Signature

Kirk C. Johnson

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

APNs: 1318-27-002-003; 1318-27-002-004;
1318-27-002-005; 1318-27-002-007;
1318-27-002-002

WHEN RECORDED RETURN TO:

SS Management, LLC
PO Box 257
Glendale NV, 89413
Attn: Jordan Laub, Manager

(Space above line for Recorder's use only)

FIRST AMENDMENT TO DEED RESTRICTIVE COVENANTS RUNNING WITH THE LAND

This FIRST AMENDMENT TO DEED RESTRICTIVE COVENANTS RUNNING WITH THE LAND (this "First Amendment") is made this 30th day of June, 2023, by and among SS Management, LLC, a Nevada limited liability company ("Property Owner"), Harvey's Lake Tahoe LLC, a Delaware limited liability company ("Harvey's"), and Harrah's Lake Tahoe LLC, a Delaware limited liability company ("Harrah's" and, together with Harvey's, the "Retained Property Owners"). Property Owner and the Retained Property Owners are sometimes referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. WHEREAS, that certain Grant, Bargain and Sale Deed made by Harveys Tahoe Management Company, Inc., a Nevada corporation ("HTMC"), as predecessor to the Retained Property Owners, in favor of the Property Owner was recorded on February 26, 2010 as Document Number 759332 in the Official Records of Douglas County, Nevada (the "Deed"), whereby the HTMC transferred the Property to the Property Owner;

B. WHEREAS, Exhibit B of the Deed contained various restrictive covenants running with the land encumbering the Property in favor of and benefitting the Retained Property then owned by HTMC (collectively, the "Restrictive Covenants");

C. WHEREAS, the Retained Property Owners represent and warrant that HTMC subsequently transferred its interest in the Retained Property to Harrah's and Harvey's, and are the sole successors to HTMC's interest; and

D. WHEREAS, Property Owner and the Retained Property Owners desire to amend the Restrictive Covenants as more fully set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the foregoing Recitals are true and correct and agree as follows:

1. Capitalized Terms. Capitalized terms not defined or otherwise amended herein shall have the same meaning as set forth in the Deed.
2. Recitals. The Recitals are incorporated herein by this reference.
3. Increase Number of Slot Machines and Maximum Allowable Denomination. Section 2(b)(i) of the Restrictive Covenants is hereby deleted in its entirety and replaced with the following:

“(i) up to two hundred (200) Slot Machines with denominations no greater than ten dollars (\$10.00),”
4. References to Covenants. Notwithstanding anything to the contrary in the Restrictive Covenants, the Restrictive Covenants shall be amended such that all references in the Deed or the Restrictive Covenants to the term “Covenants” shall refer to the Restrictive Covenants within the Deed, as further amended by this First Amendment.
5. Ratification. The Restrictive Covenants within the Deed, except as amended and/or supplemented by this First Amendment, are hereby ratified and confirmed, and except as herein expressly provided, all the terms and provisions of the remaining Restrictive Covenants within the Deed remain unchanged and in full force and effect.
6. Further Assurances. Each of the Parties agree to do such further acts and things and to execute and deliver such additional agreements, amendments and instruments as the other may reasonably require to carry into effect the intent and purposes of this First Amendment.
7. Governing Law. This First Amendment shall be governed by the laws of the State of Nevada, without reference to any conflict of law principles.
8. Severability. In the event that any part of this First Amendment shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this First Amendment and the remaining portions of this First Amendment shall be valid and enforceable.
9. Conflict. In the case of any conflict between this First Amendment and the Restrictive Covenants within the Deed, this First Amendment shall control.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year first written above.

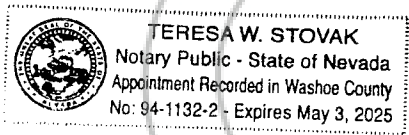
PROPERTY OWNER:

SS MANAGEMENT, LLC,
a Nevada limited liability company

By: *Jordan Laub*
Name: Jordan Laub
Its: Manager

STATE OF Nevada)
) ss.
COUNTY OF Washoe)

This instrument was acknowledged before me this 30th day of June, 2023 by Jordan Laub, as the Manager of SS Management, LLC, a Nevada limited liability company.



Teresa W. Stovak
(Signature of Notarial Officer)

(Seal, if any)

